

February 3, 2017

The Hon. Jorge O. Elorza
Mayor

Ricky Caruolo
General Manager

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

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Legal Advisor

RE: Dk 4618: Commission Record Requests

Dear Mrs. Massaro:

Enclosed please find Providence Water's responses to Commission Record Requests 10, 11, 12, 16, 19, 22, 23, 24 and 26 as requested at the hearings.

If you have any questions I can be reached extension 7217.

Sincerely,

Mary L. Deignan-White
Senior Manager of Regulatory

cc: service list(via email)

MEMBER

Rhode Island Water Works Assn.
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Providence Water Docket 4618

Commission Record Request January 24-25 2017

RR-10. (Providence Water) For the proposed private lead service replacement program funding of \$250,00 please provide the following: (a) Will Providence Water set up a restricted account or an otherwise dedicated account (which one and mechanism); (b) How will Providence Water conduct outreach and the estimated cost; (c) Which customers will be targeted each year; where is the 1% interest currently assessed accounted for (i.e., misc. revenues); (d) Will Providence Water transfer 1% from the lead account to another account in the amount of 1% per month for the up front payments made on behalf of participating customers? If so, at what times?; (e) Is the account going to be set up as a revolving fund?; (f) Assuming \$2,400 per service, how many customers can be served in a year? (g) What happens if a customer moves prior to fully repaying the amount owed? (h) Will there be a written agreement between Providence Water and the customer? If so, please provide a copy.

Response:

(a) Providence Water (PW) is requesting funding of \$250,000 per year to provide three year, no interest loans as an incentive to our customers to replace the private side of their lead service. The intent is for the \$250,000 to be placed in a restricted, revolving fund ("Fund") where, as the loans are paid off, the money will be placed back into the Fund.

(b) and (c) PW will make this program available to all our customers who have a lead service. We will send direct mailings to customers with full lead service lines (estimated to be 13,330), place a notice of the program on our website, and include a notice on our monthly bills. We are proposing that the money in the Fund will be used for the direct mailings and for the cost of the lead service line replacement. The cost of the mailings is estimated to be \$10,000 yearly. Currently, the 1% being collected is reflected as interest income to Providence Water.

(d) The 1% will be waived.

(e) Yes, this would be set-up as a revolving fund where the contractor would be paid for the work from the \$250,000 and as the customer repays the loan, the principal would be deposited back into the account that the \$250,000 was in. This accounting would take place at the end of every month when we close the accounting month.

(f) Historically, the average cost to replace the customer's side of the service is \$2,400. At that cost, PW estimates that we can replace approximately 100 services with \$250,000.

(g) If a customer moves before the loan is paid off, it would be paid off just as the outstanding water bill would be as part of the closing on the sale of the property.

(h) Attached is a modified version (see highlighted section) of the current contract between PW and our customers who utilize PW's contractor to replace the customer's side of the lead service. This version reflects the change to a 0% interest/ 3- year loan agreement. Please see attached RR10-A Draft Contract of Customer Agreement.



Date: «DATE_OF_ESTIMATE»

«First_Name» «Last_Name»

«Mailing_Address»

«Mailing_City», «Mailing_State» «Mailing_Zip»

The Hon. Jorge O. Elorza
Mayor

Ricky Caruolo
General Manager

Reference: Private Side Lead Water Service Pipe Replacement
and Payment Agreement Form
Lead Service Replacement (LSR) Program

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Legal Advisor

Dear: «First_Name» «Last_Name»,

As you are aware, Providence Water (PW) performed an inspection of your property focused in your basement to determine our Total Cost for replacement of the private side lead water service pipe. Based on the inspection, the Not-to-Exceed Total Cost is:

Not-to-Exceed Total Cost - «HIGH»

Attached are two (2) copies of the Private Side Lead Water Service Pipe Replacement and Payment Agreement Form. Please read the Form carefully. If you agree with the work to be accomplished within your property, the terms of the Agreement, and the Not-to-Exceed Total Cost stated above, please fill out all information requested on the Agreement Form sheets and follow the instructions on pages 2 and 3 of the Agreement. Pay close attention to the Description of Services and Costs on page 2; familiarize yourself with the means and methods of the Private Side Lead Service Replacement, and consequent invoice procedure. Also included on the following page are the final measurements and a breakdown of the Not-to-Exceed Total Cost.

Should you have any questions concerning the Agreement, the described Payment Options, or the LSR Program in general, please call our Lead Service Replacement (LSR) Hotline at 1-877-797-2267.

Respectfully,

Providence Water

MEMBER

Rhode Island Water Works Assn.
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PRIVATE SIDE LEAD WATER SERVICE PIPE REPLACEMENT
AND
PAYMENT AGREEMENT FORM

FINAL
FIELD MEASUREMENTS
AND
BREAKDOWN OF THE TOTAL COST

«ADDRESS», «TOWN»

Based on Providence Water's site visit and basement inspection, below are the revised field measurements and itemized costs that make up the Not-to-Exceed Total Cost.

A. Field measurements obtained during the site investigation:

- | | | |
|---|---|----|
| 1. Linear Feet from Curb Stop to House/Building - | «Linear_Feet_from_Curb_Stop_to_Structure» | FT |
| 2. Square Yard of Concrete Sidewalk Restoration - | «Concrete_Sidewalk» | SY |
| 3. Square Yard of Asphalt Sidewalk Restoration - | «Asphalt_Sidewalk» | SY |
| 4. Square Yard of Brick Sidewalk Restoration - | «Brick_Sidewalk» | SY |
| 5. Square Yard of Grassy Area Restoration - | «Grassy_Area» | SY |

B. Breakdown of the Total Cost:

- | | |
|---|-----------------|
| 1. Abandon Existing Lead and Install New Copper Service*: | «HIGH_LSR» |
| 2. Interior Basement Plumbing**: | «INTERIOR» |
| 3. Sidewalk Restoration: | «HIGH_SIDEWALK» |
| 4. Loam and Seed Restoration: | «HIGH_GRASS» |
| 5. Uniform Traffic Control Police Rate (4 hrs) | «TRAFFIC» |

Not-to-Exceed Total Cost: «HIGH»

**Includes installation of: Copper Piping and Valves
 Backflow Prevention Device (if necessary)
 Expansion Tank (if necessary)

If certain items of work or costs are found not necessary, you will not be charged for those items.

PLEASE RETURN BY «Date Est Returned By»

DESCRIPTION OF SERVICES AND COSTS

A PWSB Contractor will replace your lead water service pipe with a new 1" copper service pipe from the curb stop shutoff valve (typically located between the sidewalk and the curb) and through your property to the water meter located within your building. To replace the pipe, the Contractor has to either pull the existing service, tunnel, and/or excavate (trench) through lawns, sidewalks, walkways and landscaped areas. Each method requires an initial excavation at the curb stop location, which is typically within the sidewalk area, to access and remove the existing service line. If the tunneling method is used, the existing lead service is abandoned in-place during the installation of the new copper service pipe. The Contractor will need to conduct interior work in the area of the water meter to install the new copper service from the exterior to the interior of the building including plumbing work (e.g. valves, backflow preventer, expansion tank, pressure reducing valve etc.) in the area of the water meter to meet the current Plumbing Code.

All construction excavations will be backfilled, topped with topsoil, and seeded. Any removed asphalt or concrete will be replaced in-kind. The penetration through the building wall or floor will be sealed. This is termed General Restoration and is included within the cost of the lead service pipe replacement on private property. **No other restoration of existing internal surfaces, finishes or other features will be performed.**

It may be necessary for you to remove plants, bushes, landscaping walls, fences, etc. that you wish to save and that obstruct the excavation from the curb stop to the building foundation. The lump sum cost provided does not include any cost for the Contractor to move or remove any obstructions. If you elect to replace your service and sign this Agreement Form, specific instructions will be provided to you for moving any obstructions you do not want damaged.

ACCESS TO PROPERTY

The Owner(s) acknowledges that Contractors will require access to the property to complete the replacement of the lead service pipe. Access inside the building at the point where the existing service pipe enters the building and around the water meter will be required. The Contractor will provide the Owner(s) with 72 hours advance notice of the replacement work. It is the responsibility of the Owner(s) to provide access to the Contractor on the date and time scheduled. Work will normally be done on weekdays between 7:00 AM and 3:30 PM. If the Owner(s) fails to provide access to the inside of the building, the Contractor will only replace the public portion, between the water main and the curb stop, of the lead service pipe. The Owner(s) will then be responsible to contract privately to have the private portion of the lead service pipe replaced. Inclement weather may require the Contractor to reschedule a new mutually agreed upon date and time.

Other items in the way of the construction and disturbed during construction on private property outside the building including walls, fences, shrubs and other landscaping, brick sidewalks or driveways, and lawns requiring specific seed or sod will not be restored. If disturbed by the Contractor, stones, fences, shrubs, plants, bricks, sod, etc. will be left on the property to be reused at the owner's and/or tenant's option and costs. Neither PWSB nor the Contractor is responsible for damage to trees, shrubs, and living plant material incurred during or as a result of pipe replacement. Homeowners should dig up plant materials they wish to save prior to the start of construction and provide necessary protection for the plants during construction. Homeowners will be responsible for the replanting of plant material.

PAYMENT OPTIONS

Payment in Full Following Completion of Work: You will have 30 days following receipt of the invoice for the work to make payment without interest being charged. If payment is not made within 30 days the remaining balance will be subject to the same interest accrued at 1% per month as well as any late payment fees and shut off procedures as apply to your normal water charges in the event of non-payment. The charge will appear on your next monthly water bill with any payments made, as of the date of the bill.

Extended Payment with 0% Interest charge: Extended payment plans of up to 3 years at 0% interest per month may be possible upon request. Once a payment plan is approved if the required payments of the payment plan are not made, late payment fees and shut off procedures as apply to your normal water charges in the event of non-payment will apply. The charge will appear on your next monthly water bill with any payments made, as of the date of the bill. Please contact Gina D'Iorio at 401-521-6300 Ext. 7179 or Joe Murphy at Ext. 7110 to discuss this if you are interested in this option.

PAYMENT ASSISTANCE

The Property Owner(s) is responsible for the cost of replacing the lead service pipe from the curb stop to the water meter, including plumbing fittings and appurtenances adjacent to the meter. Many banks offer low interest loans to assist homeowners with home improvements. Owners may wish to inquire with banking institutions concerning what programs may be available.

TIME OF PERFORMANCE

The Contractor shall perform the work described above within three months after the date of execution of this Agreement. The duration of the work from start to finish should not exceed 5 days.

STANDARD OF CARE

The Contractor shall at all times perform all work in a manner that is consistent with local codes and standards.

HOLD HARMLESS

Parties' Negligence - Each party shall hold the other harmless for any damages suffered as a result of their own negligence in connection with activities on the Owner's property.

Third Parties - The Owner(s) agrees to defend and hold PWSB, its directors, officers, employees, agents, predecessors, successors and assignees, harmless from any and all claims, liabilities or damages claimed or made by third parties, including property damage or personal injury, arising out of the Contractor's activities on Owner's property.

INDEMNIFICATION

The Owner(s) shall indemnify and hold harmless PWSB and all of its officers, agents, employees and contractors against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Owner(s) in the performance of, or in connection with, any work required, contemplated or performed under the Agreement.

DUTY TO DISCLOSE LATENT DEFECTS

The Owner(s) shall disclose at the time of signing this Agreement any hidden hazards or defects that are not apparent from reasonable visual inspection, which may interfere with lead service pipe replacement activities. The Owner(s) of the property shall be responsible for all damages caused due to undisclosed defects or hazardous conditions.

Owner's Disclosure of Defects, Hazards etc.: _____

OWNER'S RIGHT TO CANCEL

The Owner(s) may cancel this Agreement at any time prior to the 72-hour notification of construction start. Notice of cancellation must be submitted in writing and mailed to the following address.

Private Side Lead Water Service Pipe Replacement
Providence Water Supply Board
430 Scituate Avenue
Cranston, RI 02921
ATTN: Lead Service Replacement Program

No work will be performed on the private side pipe if the private service pipe is found not to be lead. The Owner will not be billed, and any advanced payment will be refunded.

GENERAL

The Owner(s) acknowledges receipt of a copy of this Agreement. The Owner acknowledges that he/she has had an opportunity to review this Agreement and has selected an option for the services and payment terms described in this Agreement.

ACCEPTANCE OF AGREEMENT

This contract offer is valid for 30 days from the date shown on the cover letter to this Agreement or by no later than **«Date Est Returned By»**.

I/(we) accept the terms of this Private Side Lead Water Service Pipe Replacement and Payment Agreement and agree to Payment in Full Following Completion of Work. Providence Water Supply Board will bill me upon completion of the work with payment due within 30 days of the invoice date. (The service pipe replacement cost is subject to the same interest accrued at 1% per month and late payment fees and shut off procedures as apply to normal water charges in the event of non-payment).

Note: Extended payments of up to 3 years with 0% interest per month interest charges may be approved upon special request. Please contact Gina D'Iorio at 401-521-6300 Ext. 7179 or Joe Murphy Ext. 7110 to discuss this if you are interested in this option.

Two copies of this Agreement are provided. Sign both copies in the signature space provided below.

Keep one copy for your records and return one copy to:

Private Side Lead Water Service Pipe Replacement
Providence Water Supply Board
430 Scituate Avenue
Cranston, RI 02921
ATTN: Lead Service Replacement Program

Only the Property Owner(s) is (are) entitled to authorize work on said property.

The Agreement will be countersigned by Providence Water Supply Board and returned to you.

The terms of this Agreement are binding on all those signing this Agreement individually and jointly.

Check one and sign in space provided below.

_____ I/We accept the terms of this Agreement.

_____ I/We **DO NOT** accept the terms of this Agreement.

Property Owner(s) signature

Date

Please Print Name

«ADDRESS» «TOWN», RI

Property Address

Zip Code

Agreed &

Authorized by:

Authorized PWSB Representative

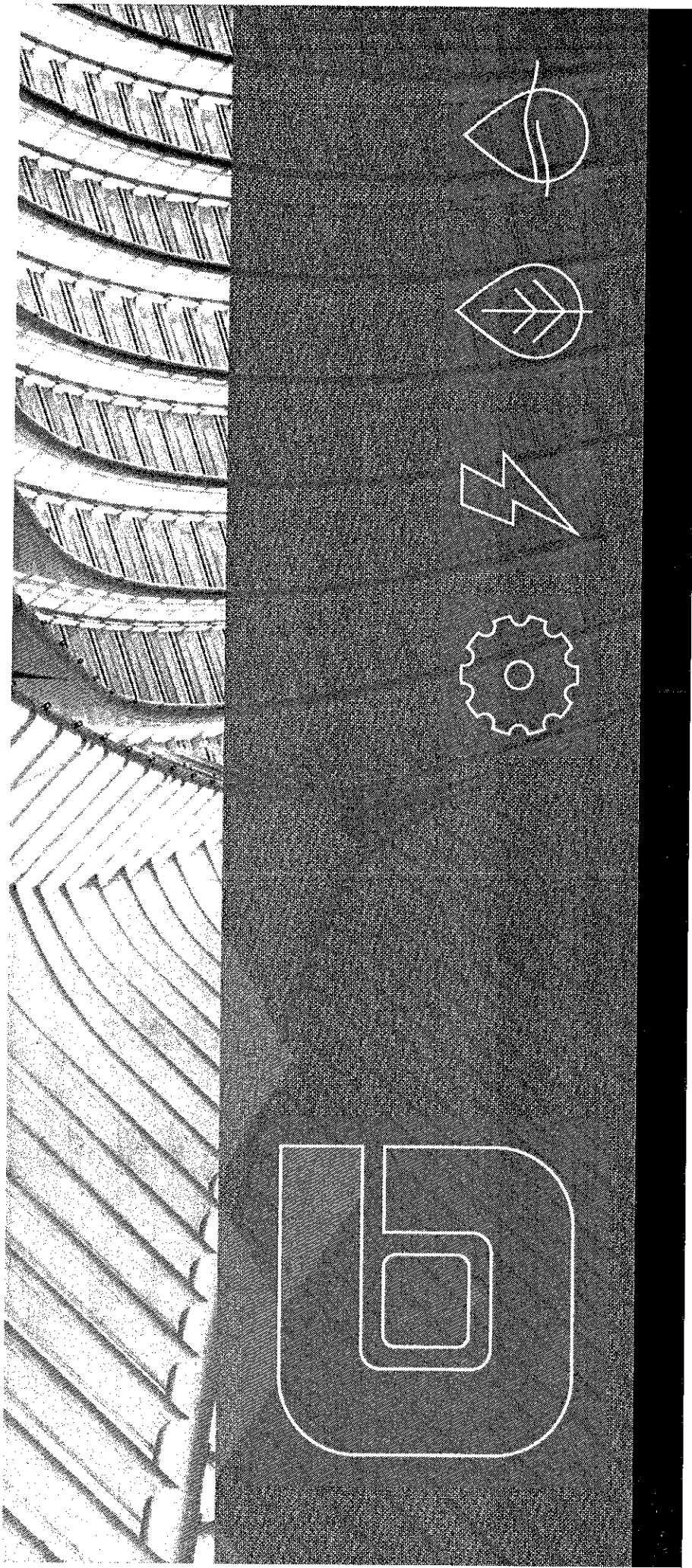
Date

Providence Water Docket 4618

Commission Record Request
January 31, 2017

RR-11.(Providence Water) Please provide some examples of best practices around the country to encourage the replacement of private lead services?

Response: Please see the attached presentation done by the consulting firm O'Brien & Gere



Strategies for Implementation of Full Lead Service Replacement Program

Richard Gell, PE & Michelle McEntire, PE– Tifft Water Supply Symposium – September 22, 2016

AGENDA

Looking Ahead: Revised Lead and Copper Rule and Getting all the Lead Out

Case Studies: Legal and Financial Issues

DC Water

Providence, RI

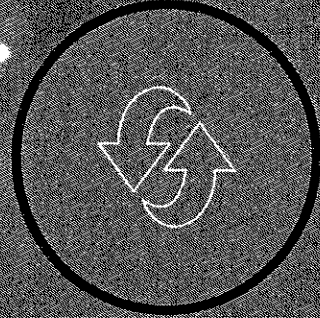
Madison, WI

Lansing, MI

Ithaca, NY

Questions



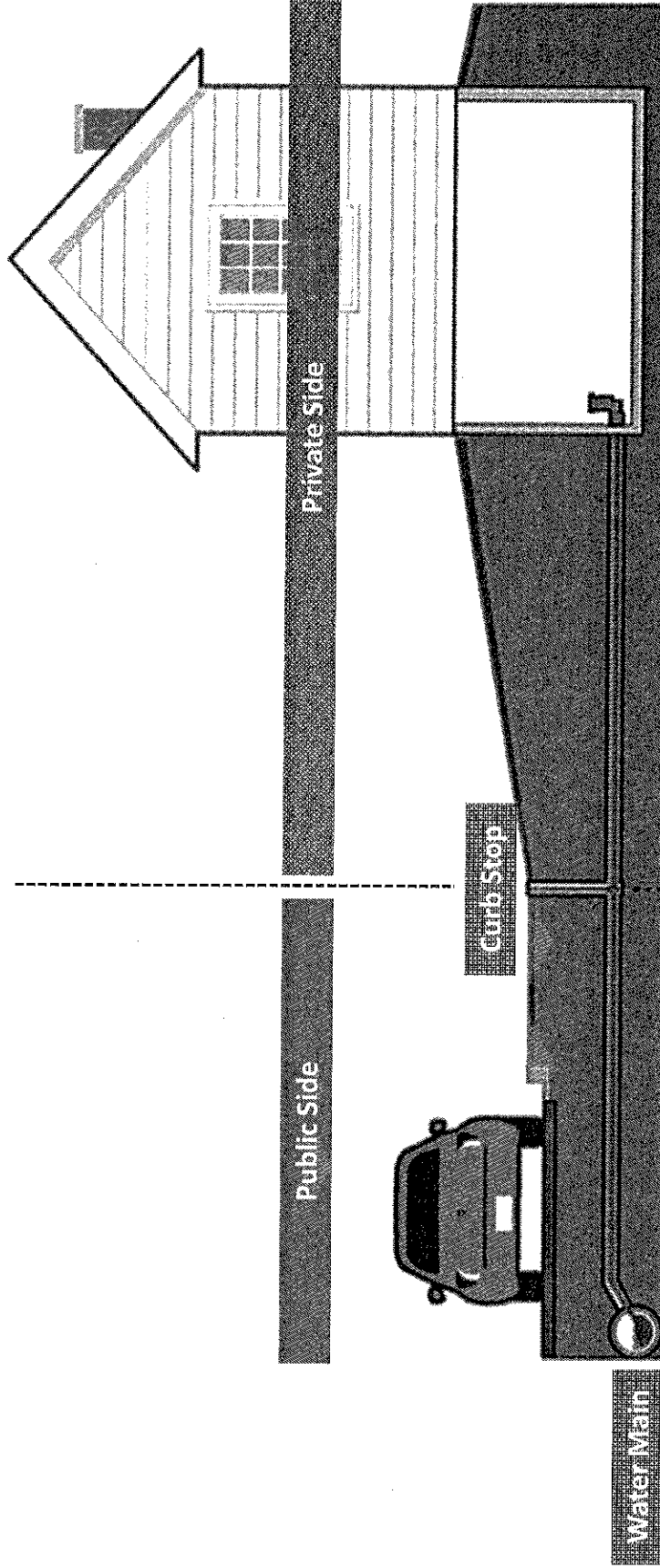


LOOKING AHEAD

Revised LCR and Getting all the Lead Out

Typical Water Service Line

Public Side and Private Side



Lead Service Line Replacements (LSRs)



Contractor using trenchless technology (mole) for installing service line



Typical service line tap



Typical construction activity, public side

**Report of the LCR Working Group to the
National Drinking Water Advisory Council (NDWAC)**
August 24, 2015

“There is no safe level of lead”

Recommends proactive lead service line (LSL) replacement programs

Full replacements strongly encouraged

Strengthen corrosion control treatment (CCT)

Be alert to unintended consequences

Establish a health-based, household action level

Sampling and reporting recommendations

Problems Uncovered With Partial Lead Service Line Replacements (PLSLR)

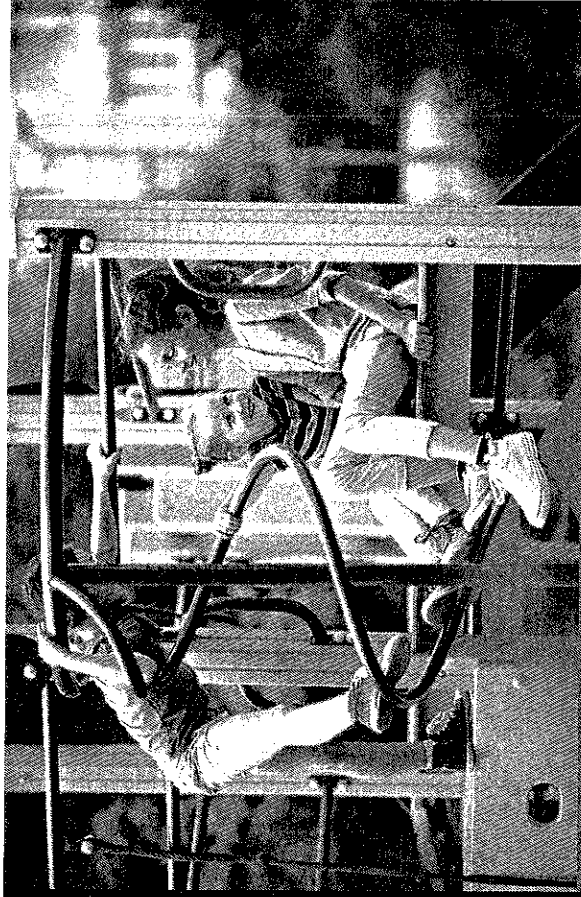
Current Lead Copper
Rule (LCR) allows
either full or partial
replacements

EPA Science Advisory
Board (SAB) was asked
to evaluate the
current scientific data
regarding the
effectiveness of PLSLR

EPA SAB issued report
on September 28, 2011
stating *"The SAB finds
that the quantity and
quality of the available
data are inadequate to
fully determine the
effectiveness of PLSLR in
reducing drinking water
lead concentrations."*

PLSLR in many cases
causes temporary
spikes in lead levels to
customers; and may
result in long-term
increases due to
galvanic corrosion

Expect that LCR will
be revised in 2017 to
discourage PLSLRs /
encourage full LSRs



Rhode Island Proposed Lead and Copper Drinking Water Protection Act

Would require promulgation of regulations requiring:

Protections for pre-schools, day cares, and other selected high risk facilities

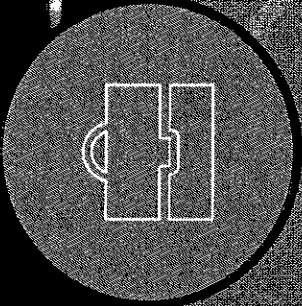
- Demonstration that new facilities are lead free
- Annual testing of existing facilities
- Comprehensive environmental lead inspections by state inspectors

Adoption of a full lead service line replacement program within 10 years

Prohibition of partial lead service line replacements

Water testing prior to sale or rental of any dwelling and disclosure of results in the agreement

Reduction of the lead action level to 10 PPB



CASE STUDIES

Legal And Financial Issues

DC Water LSR Program

Utility was required by LCR and Consent Order to replace lead services, but City concluded that it had no authority to make or pay for a real property improvement on private property

Replaced 16,207 public side replacements at cost of \$135 Million
Replaced about 4,000/year for several years, until lead crisis faded

Replaced 3,806 private sides (23% participation)

Contractor with pre-negotiated rates for LSRs was made available for private sides

DC Water offers one year interest free financing for private side

DC Water will replace the public side for any customer who voluntarily replaces their side

DC Water

Future Approach for Removing Lead

DC Water
currently
exploring
these
additional
means to
remove all
lead

Promoting removal of other lead sources (e.g. household plumbing)

Partner with other agencies (with utilities in the streets) to accelerate LSRs

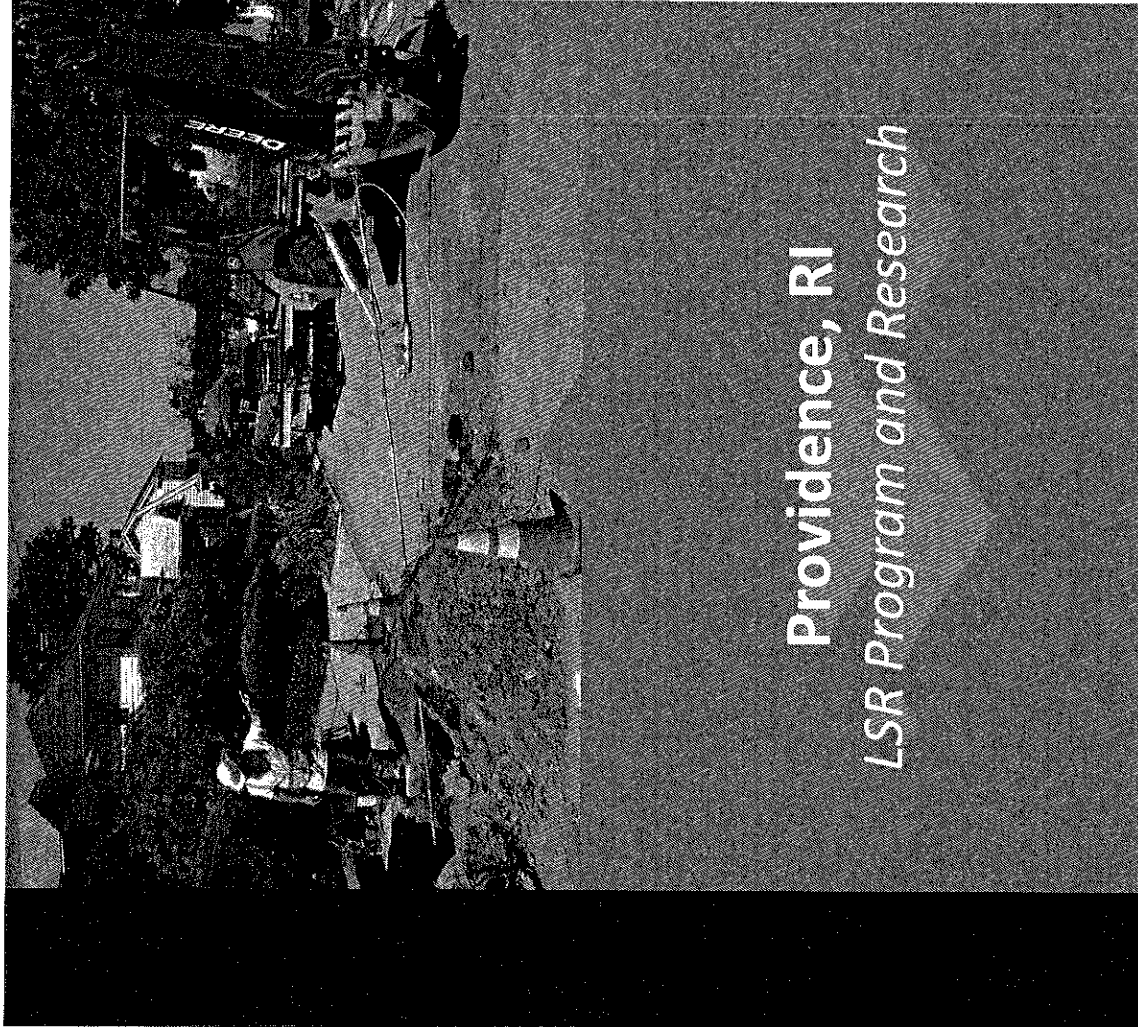
Require LSR at time of home sale

Reinstate regulation requiring LSR when 50% or more of home is renovated

Educate home inspectors / use as advocates

Search for funding for low income homes

Determine unknown service lines to improve material inventory
(New website provides current information on material type at each address)



Providence, RI *LSR Program and Research*

Utility was required by LCR and Consent Order to replace lead services
25,600 lead services in baseline inventory
Replaced 9,955 public side services (39%) at cost of \$32 Million
1.6% private side participation
Utility's LSR contractor was made available for private side replacement
ProvWater offers one year interest free financing for private side
Now encouraging LSR at time of home sale
OBG recruited Expert Panel, and is directing extensive water quality research
OBG managed LSR program for 8 years, met Consent Order

Madison, WI

LSR Legal Aspects

Adopted a City Ordinance to effect full LSR replacement within 10 years (January 1, 2011) and achieved nearly 100% replacement

LSR approach avoided cost of phosphates, and potential that phosphates would have adverse consequences for wastewater discharges to sensitive lakes

Madison assigned implementation schedule based on risk tier

First 90 days

Survey and self inspection of service material

First year

Schools and child care facilities

Within 2 years

Services exceeding lead action level (15 ppb)

Within 3 years

Properties serving more than 20 people

Madison, WI

Full LSR Legal / Financial Aspects

**Full LSR cost
\$19.4 Million**

5,600 property
owners
participated,
average cost
about \$3,500
per service

20% of cost
was borne by
the customers

**Property
owners have
1 year to
complete after
notification**

**Madison
reimbursed
50% of
owner's cost
up to \$1,000**

**Madison
offered
financing for
balance of
homeowner
cost**

**Penalty of
\$50-\$1,000/
day for non-
compliance**

Madison, WI *Initial Customer Survey*

Madison achieved approximately 90% participation in initial customer survey

Property owners were assumed to have completed an informed and truthful survey

Madison found significant errors in the initial survey as a result of an ongoing meter a distribution pipe replacement programs

Homeowner's time to replace the service was then reduced from 1 year to 30 days

Non-compliance resulted in homeowners loss of rebate from City

Madison, WI

Program Participation Results

Achieved
voluntary
participation in
LSR from all but
60-70
homeowners -
mostly absentee
landlords

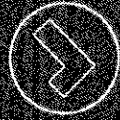
Participation
encouraged
through a
progressive
series of steps

Notice of
potential loss of
rebate from City
Attorney and
deferral of public
side service
replacement
achieved
participation in
all a handful of
services

Madison current
has less than 10
known lead
services to
complete

Uncollected
fines have been
levied against
the outstanding
property
owners; In some
cases the fines
exceed the value
of the property

Madison, WI *Lessons Learned*



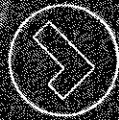
50% rebate for private side replacement was a good incentive for participation



Getting the City Council to adopt the enabling ordinance was the key challenge



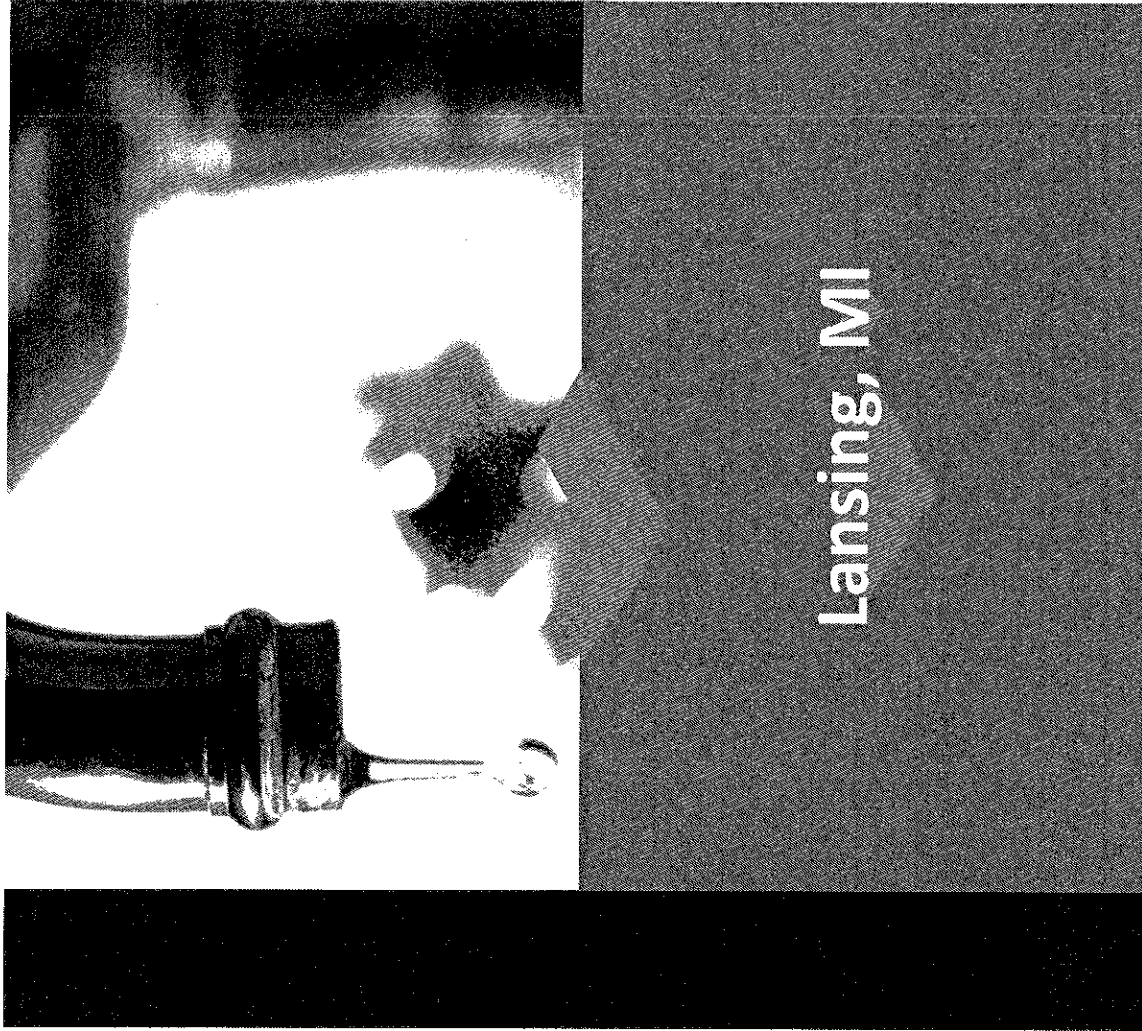
Public Service Commission prevented payment of rebates out of water utility operating funds; cell phone revenue used



Expect scope creep as the number of known lead services expands

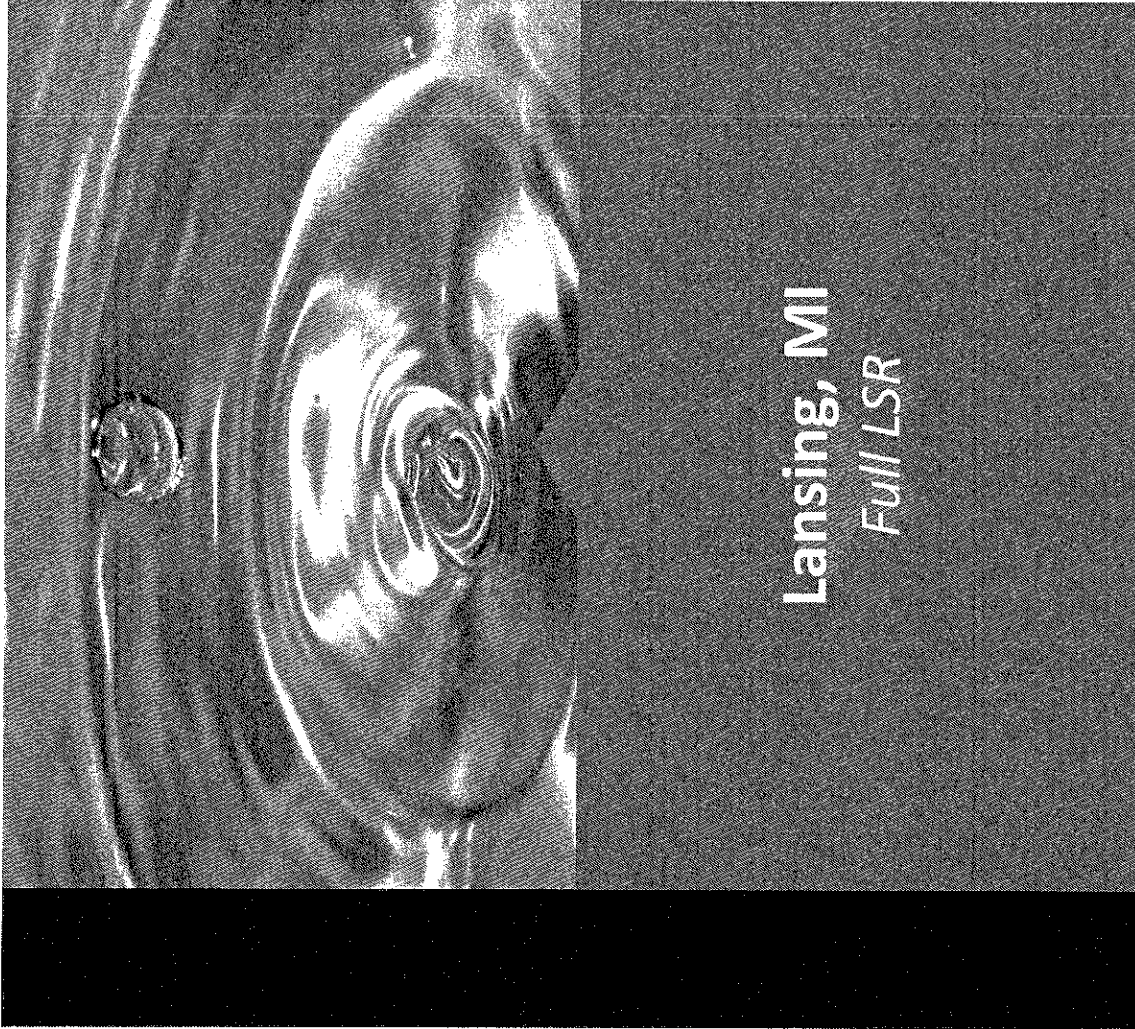


Not all plumbers saw the value in chasing this market



Lansing acquired ownership of the entire service line in the 1920s to deal with extensive leakage.

Lansing finances individual service line replacements through water rates



Utility owns entire water service, from main to meter in house

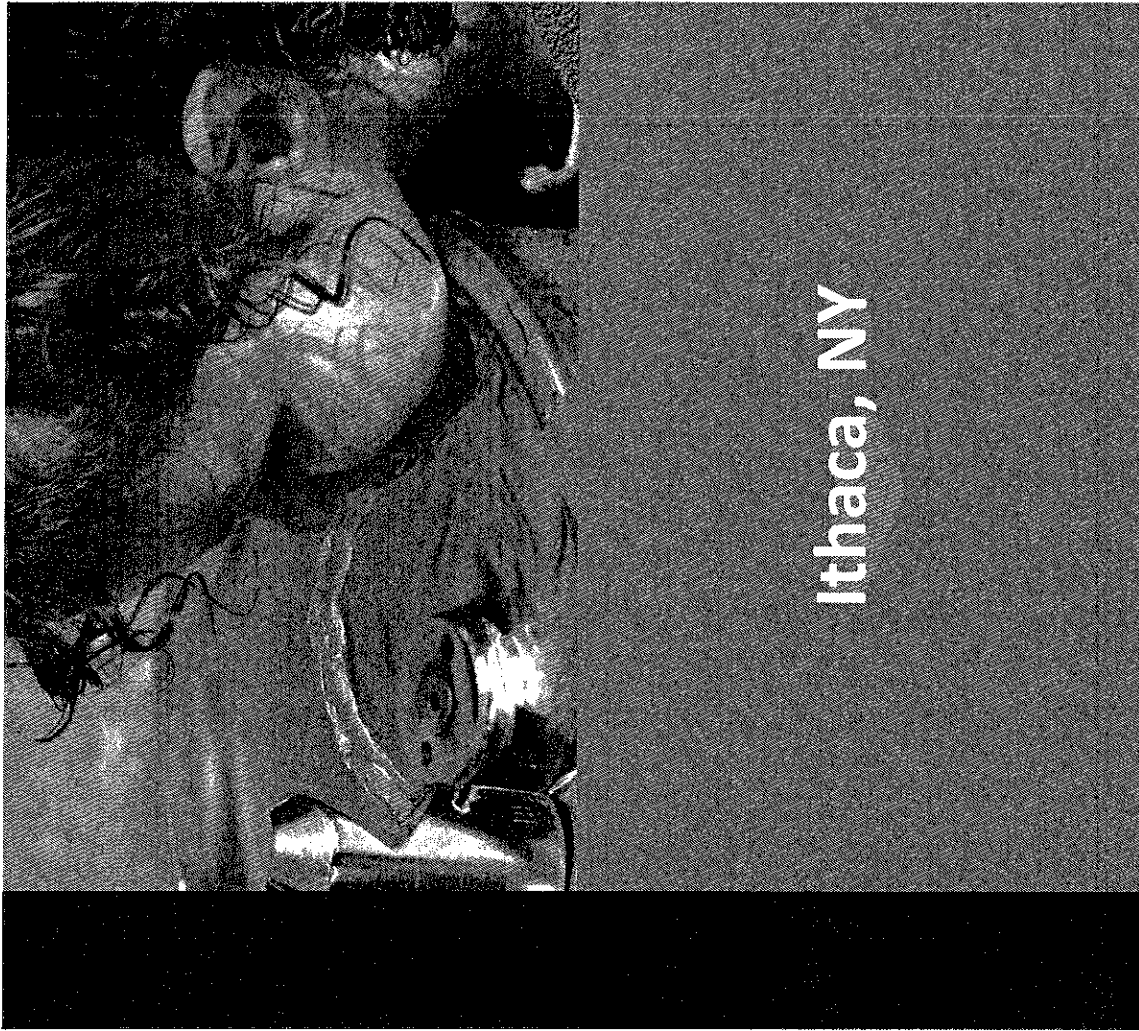
Established 10 year full LSR replacement program in 2004 (This was done as a voluntary program, not driven by LCR monitoring)

Ordinance requires homeowner to provide access to Utility to replace line

As of May 2016, less than 400 of original 17,000 identified LS remained; Completion schedule extended to 2017

Using trenchless technologies when possible

13,500 LSRs completed at cost of \$42 million (\$3,100/LSR)



Ithaca, NY

Drivers for an enhanced full service lead replacement program include lead detection in public schools and other public controlled spaces

On September 6, 2016, the Governor signed into legislation requirement for lead testing in public schools

Ithaca, NY

Full LSR Plans in Discussion Phase

**460 lead services in
baseline inventory,
1,100 services with
unknown materials**

**Many lead services are
undersized (1/2")**
Replacements will improve
household pressure

**Encouraging LSR
at time of home sale**
Owner provides statement
of non-compliance on
pre-sale disclosure form
Utility provides notification
at time of sale, coincident
with initial meter reading



**Division of
Licensing Services**

New York State
Department of State
Division of Licensing Services
Albany, NY 12243-1001
Customer Service: (518) 474-4428
www.dos.ny.gov

Property Condition Disclosure Statement

Name of Seller or Sellers: _____

Property Address: _____

General Instructions:

The Property Condition Disclosure Statement requires the seller of residential real property to cause this disclosure statement or a copy of thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

Of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller. It is not a contract. It is a disclosure of information. The seller and the buyer are encouraged to obtain this or their own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the duty prescribed in this article to deliver a Disclosure Statement prior to the signing by a buyer of a binding contract of sale, the buyer shall receive upon the transfer of title a credit of \$300 against the agreed upon purchase price of the property.

"Residential real property" means real property improved by a one to four family dwelling used or occupied or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instructions to the Seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer, check "Unknown."

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

GENERAL INFORMATION

- How long have you owned the property? _____
- How long have you occupied the property? _____
- What is the age of the structure or structures? _____
As to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead paint.
- Does any part of the property have rights to be used or occupied by others? _____
- Does any part of the property have rights to be used or occupied by others? _____
- Has any part of the property been used or occupied by others? _____

Property Condition Disclosure Statement

16. Is lead plumbing present? If yes, state location or locations below _____

☐ Yes ☐ No ☐ Unknown ☐ NA

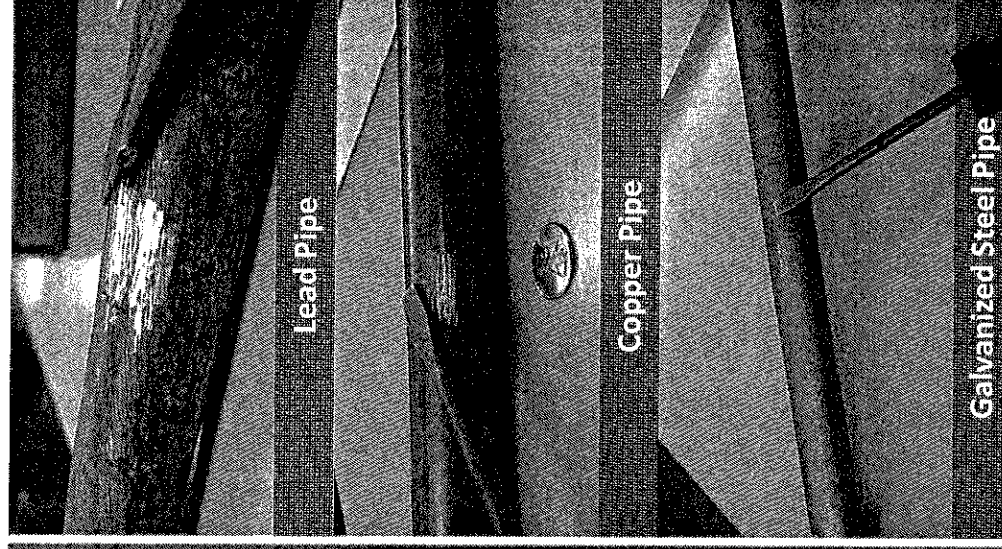
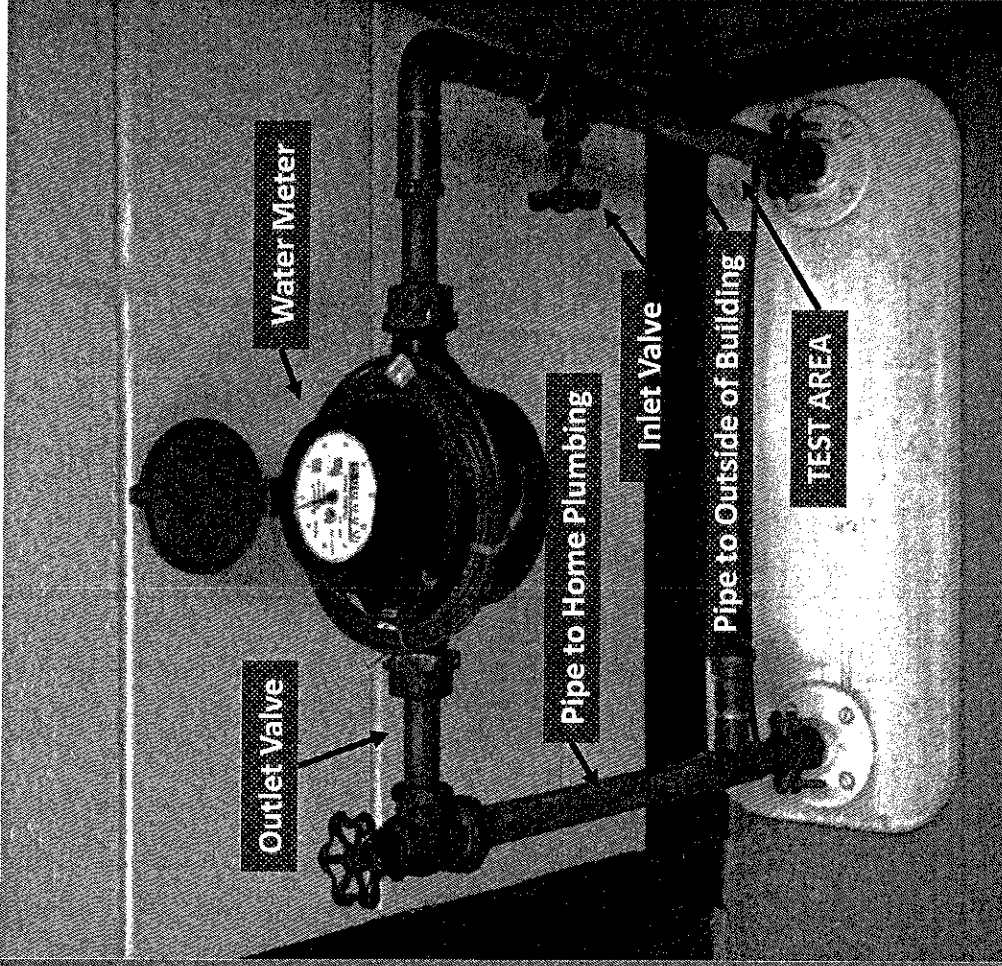
NYSDOS Property Disclosure Form

Educate realtors on how assist homeowners at the time of initial disclosure,

Educate home inspectors on importance of identifying lead services, and potential cost to buyer

Educate lenders on potential financial risks of deferred replacement

Homeowner Identification of Lead Service Line





Acknowledgements

Abigail Cantor, Process Research
Solutions

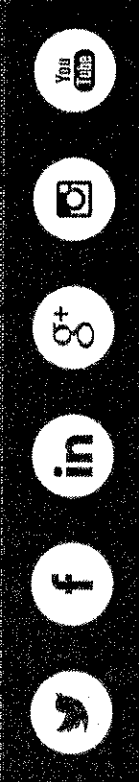
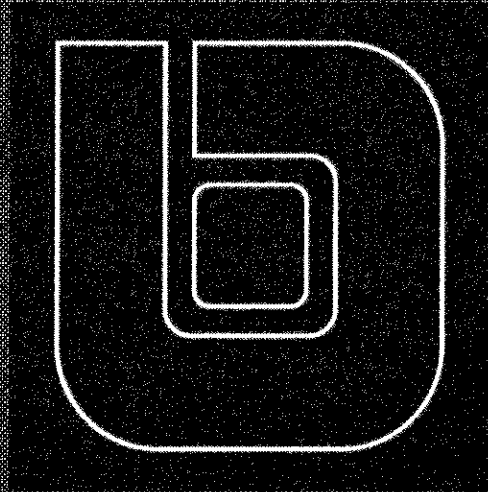
Marc Edwards, Virginia Tech University
Michael Schock, USEPA

Alan Larson
Madison, WI

Randall Roost
Lansing Board of Water and Light

Erik Whitney
City of Ithaca

Providence Water



Questions?

Rick.Gell@obg.com - (315) 956-6471 | Michelle.McEntire@obg.com - (585) 295-7713

Providence Water Docket 4618

Commission Record Request
January 31, 2017

RR-12.(Providence Water) Of the number of private lead services replaced during the prior two years, how many were multi-family and single family units?

Response: To clarify what was provided, 32 private side lead services were replaced in 2015 and 125 private side lead services in 2016. Of the 157 private side lead services done in the last two years, 36 services were multi family, and the remainder were single family.

Providence Water Docket 4618

Commission Record Request
January 31, 2017

RR-16.(Providence Water) Please explain the expenditure from the insurance fund for the Cox Communications safety reward.

Response: The expenditure fee for the television from the insurance fund for the Cox Communications is the monthly cable television utilized by bargaining unit members in the Road Staff Ready Room.

Providence Water Docket 4618

Records Request from Hearings
January 31, 2014

RR-19. (Providence Water) In the restricted equipment/vehicle fund, please itemize what was included in the \$886,682 and an itemized list of what has been spent to date. This should include all items under "less obligated use of funds."

RESPONSE: Please see attached.

Providence Water Vehicle Replacement Schedule

RR-19

	Vehicle #	Description	FY 2016-2017
Engineering			
	459	2005 Chevy Impala	\$ 30,000.00
	3784	2002 Chevy Malibu	\$ 25,000.00
		Total:	\$ 55,000.00

T & D			
	18	2004 Chevy Impala	\$ 25,000.00
	64	2007 Chevy Trailblazer	\$ 30,000.00
	121	1996 Chevy Crew Truck	\$ 100,000.00
	160	2003 Chevy Dump Truck	\$ 75,000.00
	745	2005 Ford Ranger	\$ 25,000.00
	895	2001 NewH Backhoe	\$ 78,000.00
	3441	2009 John Deere Backhoe	\$ 79,000.00
		Total:	\$ 412,000.00

Customer Service			
	454	2010 Ford Escape	\$ 25,000.00
	743	2007 Chevy Impala	\$ 25,000.00
		Total:	\$ 50,000.00

Support Services			
	390	2006 Chevy Trailblazer	\$ 30,000.00
	1277	2005 Chevy Pick- Up	\$ 35,000.00
	2316	2001 Chevy Van	\$ 30,000.00
		Total:	\$ 95,000.00

Water Supply			
	12	2005 Chevy Malibu	\$ 25,000.00
	42	2005 Honda Civic Hybrid	\$ 27,000.00
	63	2003 Chevy Malibu	\$ 28,000.00
	233	2008 FORD F-150	\$ 35,000.00
	386	2004 Chevy Impala	\$ 25,000.00
	550	2004 Chevy Pick Up	\$ 25,000.00
	586	2004 Chevy Impala	\$ 25,000.00
	730	2010 Ford Escape	\$ 24,894.00
	1050	2010 Ford Escape	\$ 24,894.00
	3362	Slope Masters (EQUIP)	\$ 5,000.00
	3370	Slope Masters (EQUIP)	\$ 5,000.00
	4027	2010 Ford Escape	\$ 24,894.00
		Total:	\$ 274,682.00

GRAND TOTAL**\$ 886,682.00****FY2017 Spending through 12/31/2017**

Vehicle and Equipment	\$ -
Computer Equipment	\$ 44,550.69
Office Furniture	
Security Equipment	\$ 16,344.02
Shop & Plant Equipment	\$ 9,077.03

TOTAL**\$ 69,971.74**

Providence Water Docket 4618

Record Request of the Commission

RR-22. (Providence Water) Please provide the amount of the revenue shortfall in 2009 and 2010 and the balance of the revenue reserve fund in 2009 when the transfer was made to the general fund and at the end of FY 2010.

RESPONSE:

The revenue shortfall in fiscal year 2009 was \$4,345,864. In fiscal year 2010, the revenue shortfall was \$4,013,442.

The balance in the Revenue Reserve Fund was \$1,933,548 when the balance of this fund was transferred to our operating fund in October 2009.

Providence Water Docket 4618

Record Request of the Commission

RR-23. (Providence Water) What measures did Providence Water take in FY10 to operate with a revenue shortfall and no reserve fund to draw on?

RESPONSE:

Providence Water filed documentation with the Commission showing how Providence Water dealt with the revenue shortfall through one-time cuts in operations and restricted accounts. See response to Data Request of BCWA, Set 5, question 2 (c)—Copy attached.

Providence Water Docket 4618

Data Requests of the
Division of Public Utilities and Carriers
Set 5

BCWA 5-2: On page 23 of her direct testimony, Ms. Parrillo testified that:

"In Fiscal Year 2010, Providence Water's revenues amounted to \$58.2 million which was \$3.8 million less than the previous year's revenues. The Fiscal Year 2010 shortfall was managed by underfunding certain Restricted Accounts by \$3,047,949."

- a. Please provide the documentation and calculations that support Providence's claim that its revenues amounted to "\$58.2 million which was \$3.8 million less than the previous year's revenues", and include the percentage of the revenue shortfall from the previous year's revenues.
- b. Please provide the documentation and calculations that how much Providence's revenues in Fiscal Year 2010 either exceeded or fell short of the amount of revenues granted by the Commission in Docket 4061, and include the percentage of the excess or shortfall.
- c. Please provide the documentation and calculations that support Providence's claim that "the Fiscal Year 2010 shortfall was managed by underfunding certain Restricted Accounts by \$3,047,949."

RESPONSE:

- (a) The \$58.2 million amount is in error and it should read "\$56.2 million which was \$3.8 million less than the previous year's revenues." [The amount in the prefiled testimony will be corrected by the witness in Rebuttal testimony.]
For supporting documentation, see attached page 5 of the fiscal year 2010 annual report to the PUC. At line 5, there is the total revenue for fiscal year 2009 (prior year column) and fiscal year 2010 (current year column). The variance column on the right shows a difference of \$3,881,600.
The percentage of the 2010 revenue shortfall from the previous year's revenue was 6.4%. [$\$3.88 \text{ million} / \$60.1 \text{ million} = 6.4\%$]
- (b) The cost of service approved in Docket 4061 was \$60,254 million (for rates effective at 10/5/2009 & 4/27/2010). The shortfall in revenues for fiscal year 2010 was approximately \$4 million. [$\$60.254 \text{ million} - \$56.239 \text{ million} = \4.015 million] The \$4 million shortfall represents a 6.6% shortfall in revenues. [$\$4 \text{ million} / \$60.25 \text{ million} = 6.6\%$] For supporting documentation, see attached page 5 from fiscal year 2010 PUC annual report and attached cost of service schedule from Docket 4061.
- (c) Please see attached Exhibit PW12 filed at the evidentiary hearing on 4/7/2010 in PW's motion to re-open Docket 4061 for reduced consumption. This cost savings analysis was prepared and implemented by the Finance department and approved by then Chief Engineer, Pamela Marchand. The purpose of this analysis was to demonstrate to the Commission how Providence Water had made cuts to the Operating and Restricted funds to compensate for lost revenues.

BCWA 5-2(a)
BCWA 5-2(B)

Name of Respondent Providence Water Supply Board		This Report is: (1) <u>X</u> An Original (2) A Resubmission		Date of Report (Mo, Da, Yr) 2/17/12	Year of Report 06/30/10
INCOME AND EXPENSE STATEMENT					
Account Name (a)	Page# (b)	Revenues Prior Year (c)	Revenues Current Year (d)	Variance Cols. (d) - (c) (e)	
TOTAL REVENUES (OPER AND NON-OPER)	P5,L81	50,121,011	56,239,411	-3,881,800	
OPERATING EXPENSES - (from Matrix chart)					
Source of Supply Exp. - Operations	P34,L48(h)	2,205,685	1,984,376	-221,480	
Source of Supply Exp. - Maintenance	P34,L48(c)	687,084	884,473	147,389	
Total Source of Supply Expenses		2,892,940	2,818,848	-74,091	
Water Treatment Exp. - Operations	P34,L48(d)	4,942,828	5,038,105	95,178	
Water Treatment Exp. - Maintenance	P34,L48(e)	1,199,487	2,790,622	1,591,135	
Total Water Treatment Expenses		6,142,414	7,828,727	1,686,313	
Transmission & Distribution Exp. - Operations	P34,L48(f)	2,704,018	1,832,472	-1,171,546	
Transmission & Distribution Exp. - Maintenance	P34,L48(g)	2,625,138	3,748,167	1,118,029	
Total Transmission & Distribution Expenses		5,329,157	5,276,639	-52,517	
Total Customer Accounts Expenses	P34,L48(h)	2,892,946	2,724,941	-31,994	
Total Administrative & General Expenses	P34,L48(i)	14,757,969	14,077,491	-680,498	
Other (Please Specify)				0	
TOTAL OPERATION AND MAINT, EXPS.		31,818,446	32,728,847	-848,504	
Depreciation Expenses (403)		10,646,105	11,420,645	774,540	
Amortization Expenses (406, 407)				0	
Taxes Other Than Income (52100)		6,331,255	6,390,728	59,443	
Taxes (409, 410, 411, 412)				0	
Other: Uncollectable A/C's / Gain on Sale		0	0	0	
Total Operating Expenses		48,795,835	50,540,019	1,744,184	
SUB TOTAL		11,325,175	5,699,392	-5,625,784	
Non-Operating Expenses					
Interest on Short - Term Debt				0	
Interest Long-Term Bonds In Rates	P24,L39(e)	1,048,111	1,365,647	317,536	
Interest Long-Term Bonds Not in Rates	P25,L39(e)	100,450	89,600	-90,850	
Interest Long-Term Debt In Rates	P26,L39(e)	0	0	0	
Interest Long-Term Debt Assoc. Co./ Entity	P27,L39(e)	0	0	0	
Interest on Long - Term Debt (427.3)		1,148,567	1,435,246	286,680	
Misc Income Deductions				0	
Interest on Customer Deposits (427.4)		0	0	0	
Interest - Other (52200)		18,289	0	-18,289	
Amortization of Debt Disc. and Expenses (428)	P28,L19(b)			0	
Other Non-Operating Expenses (WQP taxes)		417,853	302,938	-114,915	
Total Non-Operating Expenses		1,564,709	1,738,184	183,475	
NET INCOME (Loss)		9,740,466	3,961,208	-5,779,258	
RETAINED EARNINGS Beginning Balance					
Balance Transferred From Income (436)		141,450,624	161,191,093	9,740,469	
Appropriations of Retained Earnings (436)		9,740,466	3,961,208	-5,779,258	
Dividends Declared - Prof. & Comm Stock (437, 438)				0	
Adjustments to Retained Earnings (439)				0	
RETAINED EARNINGS Ending Balance	P23,L38	151,191,093	155,152,304	3,961,211	

BLWA
5-2 (6)

Docket No. 4091
Schedule HLR Revised Settlement-1

PROVIDENCE WATER SUPPLY BOARD

Summary of Revenues and Expenses at
Present and Proposed Rates
Rate Year Ended December 31, 2010

	Rate Year Amount Per PWSB Official Pricing	Settlement Adjustments	Rate Year at Settlement Rates	Increase from Settlement Rates	Rate Year at Proposed Rates
Revenue					
Retail Water Sales	\$39,023,924	\$ (1,132,027)	\$ 29,697,847	\$ 2,642,597	\$ 32,640,443
Wholesale Water Sales	16,697,498	\$ (1,317,143)	14,380,355	1,423,349	16,805,703
Retail Service Charges	4,989,279	\$ 304,333	5,393,612	\$ 235,004	5,928,616
Private Fire Protection	1,833,076	\$ 111,319	1,944,394	192,704	2,137,098
Public Fire Protection	1,770,227	\$ 107,469	1,877,696	185,109	2,063,805
Miscellaneous	1,777,137	-	1,777,137	-	1,777,137
Total Revenue	\$55,907,150	\$ (1,926,059)	\$ 54,981,091	\$ 5,271,763	\$ 60,252,853
Expenses					
Operation & Maintenance	27,804,493	(807,366)	27,196,485	-	27,196,495
Insurance	2,144,150	(357,089)	1,777,062	-	1,777,062
Chemical & Sludge	2,874,631	(415,889)	2,458,742	-	2,458,942
City Service Expense	839,167	-	839,167	-	839,167
Property Taxes	6,779,096	(694,933)	6,084,162	-	6,084,162
Capital Reimbursement	(980,123)	(113,023)	(995,156)	-	(995,154)
Net Operations	\$38,481,381	\$ (2,103,707)	\$ 37,357,674	\$ -	\$ 37,357,674
Capital Improvements					
Western Creation Fund	2,450,000	-	2,450,000	-	2,450,000
Infrastructure Replacement	62,069	-	62,069	-	62,069
Meter Replacement	16,000,000	-	16,000,000	-	16,000,000
Equipment Replacement	1,000,000	-	1,000,000	-	1,000,000
Net Restricted	600,000	-	600,000	-	600,000
Total Expenses	\$20,112,069	\$ -	\$ 20,112,069	\$ -	\$ 20,112,069
Operating Reserve	\$69,573,450	\$ (2,103,707)	\$ 57,469,743	\$ -	\$ 57,469,743
Deferred IPR Transfer*	2,889,916	(105,189)	2,784,727	-	1,670,778
Total Cost of Services	\$72,463,366	\$ (2,208,896)	\$ 60,254,470	\$ -	\$ 60,254,373
Revenue Surplus(Deficiency)	\$ (5,556,115)	\$ 292,853	\$ (5,273,289)	\$ 5,271,763	\$ (1,520)

* Deferred IPR Transfer of 2% and Operating Reserve of 3% per Commission modified Settlement 10/25/09.

Percent Increase in Total Revenue 9.69%
Percent Increase in Rate Revenue 9.911%

EXHIBIT PW12

2010 Budget Cuts
in motion
Exh. PW 12-4/1/10
Reppen
4/10

Providence Water
Fiscal 2009-2010 Budget Cuts

BCWA 5-2(c)

Faced with an extreme drop in consumption and revenue, Providence Water has had to implement severe cuts in Operational and Restricted funding. With approximately 80% of our total revenue derived from consumption based rates, Providence Water is experiencing a multi million dollar deficit from PUC approved revenues needed to properly operate the utility.

OPERATIONS

In order to address this, all Operating departments have been reviewed and any expenditures that are not absolutely necessary have been cut:

- Travel and Training budgets have been cut,
- Professional fees for studies have been deferred,
- Overtime has been curtailed,
- Building improvements have been deferred,
- Auto repairs have been deferred,
- Materials and supplies have been deferred.
- All requisitions for services and material purchases are reviewed very thoroughly.

These efforts have resulted in a one-time savings of about \$.9 million since July 1, 2009, as itemized on the attached schedule.

Providence Water is also operating under a wage freeze and did not implement the contractual salary increase scheduled for July 2009 and January 2010. In addition the co-pays for health insurance were increased for all employees. Providence Water has also, over the past several years, aggressively appealed our property tax assessments in the communities in which we own land and has been able to accomplish significant cost savings for our ratepayers.

RESTRICTED ACCOUNTS

In January 2010 we reviewed all restricted accounts. We assessed each one and determined what if any restricted transfers could be deferred. By utilizing some of the accumulated surpluses in these restricted accounts, and deferring projects, we are only partially funding these accounts.

- Vehicles and equipment that were scheduled for replacement, have been deferred.
- Because of the ARRA one-time stimulus funding of meters and ERTs, we do not currently have to pay for meters and ERTs from our restricted AMR/Meter Replacement account, and therefore we have drastically cut the amount of funds to be transferred to the account.
- By utilizing existing balances in the restricted accounts, we have been able to not fully fund the Capital, Insurance and Chemical/Sludge Maintenance accounts.

These actions have produced about \$4 million in savings as itemized on the attached schedule. (Please note that the Infrastructure Replacement account was not able to be cut due to the outstanding legal obligations for funding the lead service replacement project and the filter rehabilitation project.)

CONCLUSION

These one-time cuts in operations and the restricted accounts total approximately \$4.9 million, or 8.2% of our total revenue requirement in Docket 4061. This is how Providence Water has been able to deal with the current shortfall in revenues we have incurred thus far. However, the rate increase of 9.911% is absolutely necessary, on a going forward basis, to ensure the continued operation of the system and the funding of restricted accounts consistent with bond and legal requirements.

Providence Water
FY 2008-2010 Operating Budget
Potential Cuts

Department	Acct Unit	Description	Account Number	Description	Amount cut		
Chief's Office	601-010	Chief General Admin	53105	Travel/Training	\$	6,000	
			53227	Misc Prof Fees	\$	120,000 \$ 126,000	
	601-014	Board	53105	Travel/Training	\$	6,000	
			53500	Misc Expense	\$	5,000	
			54530	Misc Materials	\$	1,000 \$ 12,000	
	601-020	Communications	52170	Postage	\$	5,000	
			52175	Advertising	\$	10,000	
			52210	Printing	\$	15,000 \$ 30,000	
			52175	Advertising	\$	5,000 \$ 5,000	
	601-023	Personnel	52120	Fees Not Classified	\$	4,000	
	601-030	Security	54530	Misc Materials	\$	3,000 \$ 7,000	
			Total		\$	180,000 \$ 180,000	
	Finance	601-123	AP/Payroll	52120	Fees Not Classified	\$	5,000 \$ 5,000
601-130		Financial Planning	52500	Bank Serv Charge	\$	20,000	
			53227	Misc Prof Fees	\$	100,000 \$ 120,000	
Total			\$	125,000 \$ 125,000			
Trans & Dist	601-220	Operations Repair	50050	Overtime	\$	50,000	
			53455	Repairs to Streets	\$	50,000 \$ 100,000	
	Total		\$	100,000 \$ 100,000			
Engineering	601-310	Engin. Gen'l Admin	53401	Private Contractor		\$3,000 \$3,000	
	601-320	Records/Cust Service	52210	Printing		\$23,000	
			53105	Travel/Training		\$7,490	
			53401	Private Contractor		\$79,500 \$114,990	
	601-340	CIP/IFR	53105	Travel/Training		\$1,200 \$1,200	
			Total		\$115,190 \$119,190		
	Support Services	601-410	Sup Serv Gen'l Admin	52185	Dues & Subscriptions	\$	21,500 \$ 21,500
601-420		Records/Legislation	54000	Office Supplies	\$	5,000 \$ 5,000	
601-430		General Purchasing	53305	Prof Eng Fees	\$	10,000	
			54791	Safety Gear	\$	5,000	
			54530	Misc Materials	\$	5,000 \$ 20,000	
601-433		Inventory/Stores	54000	Office Supplies	\$	5,000 \$ 5,000	
601-440		Building Maintenance	52340	Repairs to Bldg	\$	5,000	
			54767	Misc Paint	\$	500	
			54791	Safety Gear	\$	500 \$ 6,000	
601-443		Auto/Equip Maintenanc	52912	Repairs to Autos	\$	5,000 \$ 5,000	
			Total		\$	62,500 \$ 62,500	
Water Supply		601-510	Water Sup. Gen'l Admin	52120	Fees Not Classified	\$	40,000
				52210	Printing	\$	4,000 \$ 44,000
	601-520	Chemistry & Microbiolo	52120	Fees Not Classified	\$	5,000 \$ 5,000	
	601-530	Plant Operations	54797	Supplies	\$	8,000 \$ 8,000	
	601-533	Facil & Equip Maint	52925	Other Repairs to Structures	\$	5,000	

		63401	Private Contractors	\$	5,000		
		64779	Plumbing & Heating Supplies	\$	7,000		
		64797	Supplies	\$	4,000	\$	22,000
601-536	Grounds Maintenance	63011	Rentals	\$	6,000		
		64271	Gravel & Sand	\$	5,000		
		67014	Other Horticultural Supplies	\$	5,000	\$	16,000
601-543	Source Management	63305	Prof Eng Fees	\$	10,000		
		63401	Private Contractors	\$	15,000	\$	25,000
	Total			\$	120,000	\$	120,000
Commercial Services	601-610	Commercial Gen'l Adm	52705	Tuition	\$	1,000	
			53105	Travel/Training	\$	941	\$ 1,941
	601-620	Billing	50080	Overtime	\$	7,000	
			52170	Postage	\$	30,000	\$ 37,000
	601-623	Collections	62911	Maint & Servicing	\$	6,800	
			54042	Small Tools	\$	1,500	\$ 8,300
601-630	Meter Reading/Maint	50080	Overtime	\$	140,000		
			52911	Maint & Servicing	\$	5,000	
			54043	Wearing Apparel	\$	1,000	
			54830	Misc Materials	\$	2,000	\$ 148,000
	Total			\$	195,241	\$	195,241
Management Info Systems	601-710	Management Info Syst	52120	Fees Not Classified	\$	5,000	
			52415	Telephone	\$	5,000	
			52911	Maint & Service	\$	40,000	\$ 50,000
	Total			\$	50,000	\$	50,000
Grand Total Operational Cuts				\$	951,931	\$	951,931
Transfers to Restricted Funds:							
✓ Equipment/Vehicle Fund	875	Six months Oct 2009 - March 2010		\$	300,000		
AMR/Meter Replacement Fund	849	Nine months Oct 2009 - June 2010		\$	750,000		
Western Cranston Fund	877	Six months Oct 2009 - March 2010		\$	31,035		
Capital Fund	845	Six months Oct 2009 - March 2010		\$	1,225,000		
Insurance Fund	867	Four months Oct 2009 - January 2010		\$	890,002		
Chemical Sludge Maintenance	878	Three months Oct 2009 - December 2010		\$	789,141		
Grand Total Restricted Funding Cuts				\$	3,979,178	\$	3,979,178
Grand Total Providence Water Budget Cuts FY 2009 - 2010				\$	4,931,109	\$	4,931,109

Providence Water Docket 4618

Commission Record Request February 1, 2017

RR-24.(Providence Water) Please provide Fund 876 which was not included with Providence Water's Response to PUC-1-6.

Response: See below.

Fund 876 - Property Tax Refund Fund				
Withdrawals for FYE 6/30/2013 Through 6/30/2016				
Vendor Name	Description of Purchase	Check Date	Amount	Total
Operations	Reimb 601 for McElroy Tax Appeals	8/31/2012	15,810	
Operations	Reimb 601 for McElroy Tax Appeals	6/30/2013	2,428	
	Total Fiscal Year Ending June 30, 2013			\$ 18,238
Operations	Reimb 601 for McElroy Tax Appeals	6/30/2014	13,306	
	Total Fiscal Year Ending June 30, 2014			\$ 13,306
Peter Scotti & Assoc.	Appraisal of Property	7/31/2014	4,060	
	Total Fiscal Year Ending June 30, 2015			\$ 4,060
Note: No withdrawals for FY 2016				

Providence Water Docket 4618

Commission Record Request February 1, 2017

RR-26. (Providence Water) Please explain what is included in a uniform allowance and what apparel is paid for out of the restricted Insurance Fund. Please provide the annual cost of uniforms and the annual cost of apparel paid for out of the restricted Insurance Fund.

Response: The uniform allowance as per union contract, provides Bargaining Unit employees with a full service uniform rental and cleaning program. The PW rental program includes pants, shirts and jackets. We outfit employees, provide cleaning, maintain and replace overly worn items.

The annual cost for uniforms out of the Operating fund in fy2015 -\$45,483.15
The annual cost for uniforms out of the Operating fund in fy2016 -\$43,249.37

At times PW will provide a safety incentive in the form of apparel. This is purchased out of the Insurance restricted Fund. The goal of the safety incentive program is to reduce accidents and injuries while increasing safety awareness. This year we outfitted 150 employees with high visibility winter jackets that meet OSHA requirements. Road and construction traffic pose an obvious and well-recognized hazard to many of our employees. In addition to the obvious safety benefits the purchase demonstrates PW's commitment to safety to our workforce.

The annual cost for apparel out of the Insurance fund in Fy2015 - \$383.60
The annual cost for apparel out of the Insurance fund in Fy2016 - 0