



January 8, 2010

Ms. Luly Massaro
Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Blvd
Warwick, RI 02888

**Re: Data Request of the Division of Public Utilities
Pascoag Utility District Street Lighting Tariff Advice Filing**

Dear Ms. Massaro:

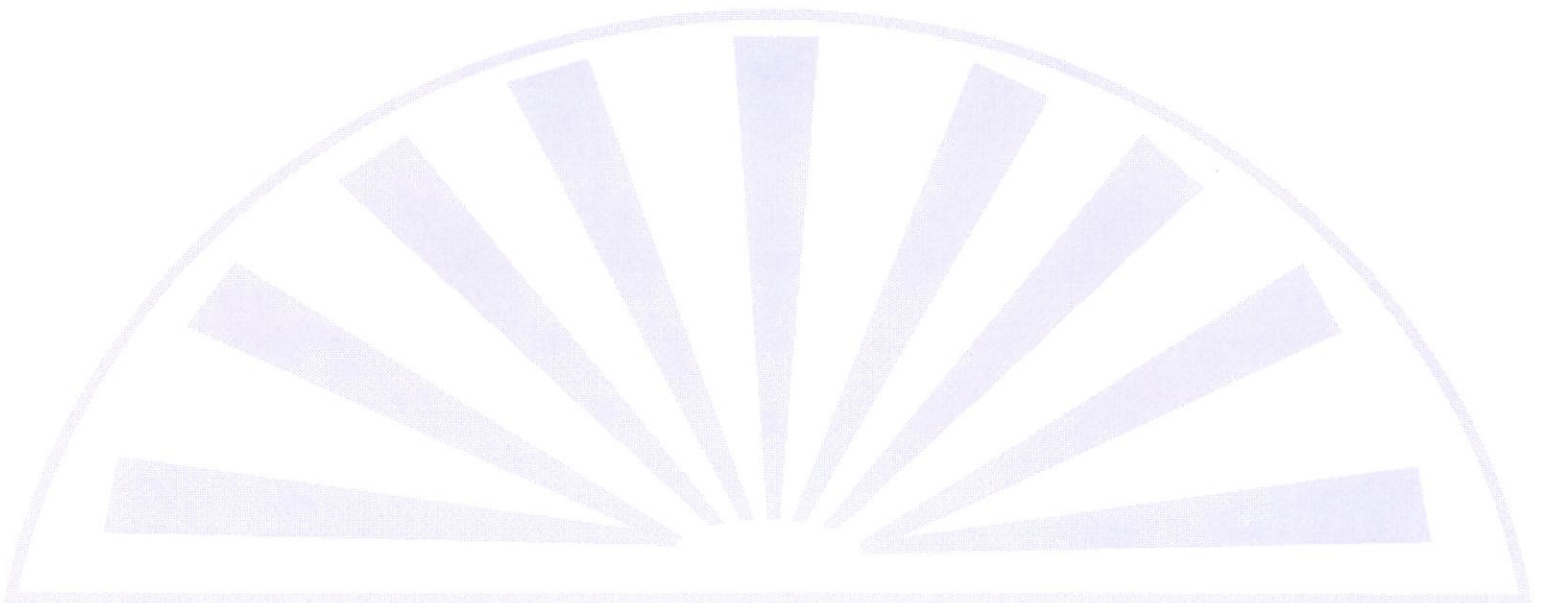
Pascoag Utility District herewith submits an original and nine copies of its responses to Division's first set of data requests in the above docket.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Judith R. Allaire
Assistant General Manager

Cc: Service list



Pascoag Utility District

Street Lighting Tariff Advice Filing

Service List – 2009

<u>Name</u>	<u>E-mail</u>	<u>Phone/Fax</u>
Theodore G. Garille General Manager Pascoag Utility District P O Box 107 Pascoag, RI 02859	tgarille@pud-ri.org	(401) 568-6222 (401) 568-0066
Judith R. Allaire Assistant General Manager Pascoag Utility District P O Box 107 Pascoag, RI 02859	jallaire@pud-ri.org	(401) 568-6222 (401) 568-0066
William L. Bernstein, Esq. 627 Putnam Pike Greenville, RI 02828	wlblaw@verizon.net	(401) 949-2228 (401) 949-1680
Jon Hagopian Dept. of Attorney General 150 South Main Street Providence, RI 02903	JHagopian@riag.ri.gov David.stearns@ripuc.state.ri.us steve.scialabba@ripuc.state.ri.us tom.ahern@ripuc.state.ri.us John.spirito@ripuc.state.ri.us ltoon@riag.ri.gov	
Original & nine (9) copies file with: Luly E. Massaro Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02889	Lmassaro@puc.state.ri.us plucarelli@puc.state.ri.us	(401) 941-4500

CERTIFICATE OF SERVICE

I hereby certify that copy/copies of this filing in Pascoag Utility District's Street Lighting Tariff Advice were served electronically on the individuals named in the above List of Recipients of Filing, this 8 day of January 2010.


Judith R. Allaire, Notary Public

My commission expires March 28, 2013

Data Request of the Division of Public Utilities

Investigation as to the propriety of proposed Tariff Advice Filing

RIPUC Docket No.

Division Data Request 1-1

Div 1-1: Please provide a copy of the settlement agreement between the Pascoag Fire District (PFD) and the Pascoag Utility District (PUD) referred to in Mr. Garille's testimony.

Answer: Provided by Judith R. Allaire

A copy of the Agreement is attached for your reference.

SETTLEMENT & RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into by and between the Pascoag Fire District, a duly established Fire District created by the General Assembly of the State of Rhode Island at its May Session, A.D. 1887 having a principal place of business in Burrillville, Rhode Island ("PFD") and the Pascoag Utility District, a quasi-municipal corporation organized and existing under the laws of the State of Rhode Island with its principal place of business in the Town of Burrillville, State of Rhode Island ("PUD").

RECITALS

WHEREAS, the PUD has traditionally maintained and operated the street lights and fire hydrants within the Village of Pascoag, Town of Burrillville, County of Providence, State of Rhode Island ("Pascoag");

WHEREAS, the PFD has traditionally paid an annual fee to the PUD for the maintenance and operation of the street lights and fire hydrants within Pascoag;

WHEREAS, the PUD has assessed the PFD a street light fee of \$23,315.16 and a fire hydrant fee of \$49,781.00 for the 2009 PUD fiscal year, ending December 31, 2009 ("2009 Assessments");

WHEREAS, at a regularly scheduled meeting of the PFD Board of Fire Commissioners held on January 12, 2009, a vote was taken to suspend any and all payments to the PUD related to the maintenance and operation of the fire hydrants due to alleged deficiencies in the fire hydrant system;

WHEREAS, at a regularly scheduled meeting of the PFD Board of Fire Commissioners held on February 9, 2009, a vote was taken to suspend any and all payments to the PUD related to the maintenance and operation of the street lights;

WHEREAS, the PUD has asserted that the PFD has no authority to suspend said payments and has demanded that the PFD pay all amounts currently due under the 2009 Assessments immediately, along with interest and late fees;

WHEREAS, both parties have threatened litigation regarding the PFD's obligation to pay said fees;

WHEREAS, as a result of this dispute, the PFD has also made a request for certain records from the PUD, in accordance with the Rhode Island Access to Public Records Act;

WHEREAS, the parties desire to resolve all disputes related to the maintenance and operation of the street lights and fire hydrants;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. With respect to the hydrant assessment the PFD is in arrears in the amount of Twelve Thousand Four Hundred Forty-five Dollars (\$12,445.00) and with respect to the street lighting assessment, PFD is in arrears in the amount of Five Thousand Nine Hundred Seventeen and 12/100 Dollars (\$5,917.12). PFD shall tender payment in these amounts to PUD on or before May 13, 2009 and shall thereafter make three (3) quarterly payments of Twelve Thousand Four Hundred Forty-five Dollars (\$12,445.00) to the Water Department and eight (8) monthly payments of One Thousand Nine Hundred Forty-two and 93/100 Dollars (\$1,942.93) to the Electric Division of PUD. After said monthly installments PFD shall have no further obligations for compensation to PUD for hydrant or street lighting assessments, except provided for in Paragraph 4 of this agreement.

2. In consideration of said lump sum payment and the agreement to pay the balance of 2009 Assessments, by the PFD, the PUD hereby releases the PFD, its respective officers, commissioners, agents, employees, successors and assigns, from any and all past and present claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, including, but not limited to, any claims under any federal, state and local statute, rule and regulation and the common law, and any other claims for damages of whatever kind or nature and for attorneys' fees, costs and expenses, interest, late fees and penalties, which the PUD may have against the PFD arising out of the maintenance and operation of the street lights and fire hydrants in Pascoag. It is specifically understood that this release is intended to include any and all claims for unknown damages. With the exception for the unpaid 2009 Assessments and as specifically set forth in Section 4 hereinafter, this Agreement shall also operate to terminate any and all obligations of the PFD to pay the PUD, its successors and/or assigns, for the maintenance and operation of the street lights and fire hydrants in Pascoag in the future.

3. Upon payment of the amount set forth in Section 1 above, the PUD, its successors and/or assigns, hereby agrees to assume all costs and obligations associated or related to the maintenance and operation of the existing street lights and fire hydrants in Pascoag, as well as any additional or replaced street lights and fire hydrants, in perpetuity.

4. Commencing January 1, 2010, the PFD agrees to pay the PUD for actual fire hydrant water used. Such usage shall be charged at normal PUD commercial rates and shall be billed in the same manner as other PUD commercial accounts.

5. As further consideration of the settlement of this dispute, the PFD hereby withdraws its request with prejudice, previously submitted to the PUD, for access to certain public records.

6. It is also specifically understood that by agreeing to this Settlement, the Parties released admit absolutely no liability of any kind, and it is further specifically understood that this Settlement Agreement shall not be construed as an admission of liability.

7. This Agreement constitutes and comprises the complete and entire agreement between the parties and fully expresses the intention of the parties. It is expressly understood and agreed that all previous discussions, understandings, representations, negotiations and agreements, in any way related to the matters included in this Agreement, are merged herein and that this Agreement may not be altered, amended, modified or otherwise changed in any respect, except in writing and duly executed by the Parties hereto.

8. Assurances Each party acknowledges, represents, warrants, confirms and agrees as follows:

- (i) They have carefully read and understand the effect of this Agreement. Each has obtained the assistance of legal counsel in carefully reviewing, discussing and considering all of the terms of this Agreement;
- (ii) Each party's execution of this Agreement is not based upon reliance on any representation, understanding or agreement not expressly set forth herein;
- (iii) Each party executes this Agreement as a free and voluntary act, without duress, coercion or undue influence exerted by or on behalf of the other party;
- (iv) Each party has the authority to execute this Agreement.

9. Governing Law and Controversies.

This Agreement shall be governed by and construed in accordance with the internal law of the State of Rhode Island without regard to its conflict of law principles.

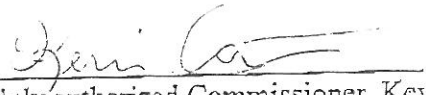
10. Binding Agreement. This Agreement is binding upon the undersigned parties, their heirs, assigns, successors in interest, and anyone claiming by, through or under any one of the undersigned parties.

11. Counterparts: Multiple Parties. This Agreement may be executed in multiple identical counterparts, each of which when executed shall be deemed an original.


IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of May, 2009.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Pascoag Fire District

By: 
Its duly authorized Commissioner, Kevin
Carter

Pascoag Utility District

By:  GA/ced
Its duly authorized Manager, Theodore
Garille

PF0/settle/PFD

Data Request of the Division of Public Utilities

Investigation as to the propriety of proposed Tariff Advice Filing

RIPUC Docket No.

Division Data Request 1-2

Div 1-2: Please explain what exactly Pascoag Utility is proposing. Does PUD propose to charge all of its customers \$0.67 per meter, including residential, commercial and industrial customers within its entire service territory? Are there some customers within PUD's service territory who will not be charged for the streetlights resulting from the settlement agreement between PFD and PUD?

Response: Provided by Judith R. Allaire

Pascoag Utility proposes to charge all customers in the village of Pascoag a pro-rata share of public street lighting costs. Each customer class – residential, commercial and industrial – will pay a share of the total cost.

The cost was calculated based on the total number of electric customers in the village of Pascoag (2,930) divided by the total monthly cost for public street lighting (\$1,942.43).

PUD customers living in the village of Harrisville will not pay this assessment as the Harrisville Fire Department (HFD) pays for public street lighting in that village. To-date, HFD has not notified PUD that it will discontinue this service.

This charge, beginning January 1, 2010, will be pro-rated for the January billing period based on the number of days in the customer's billing cycle.

Data Request of the Division of Public Utilities

Investigation as to the propriety of proposed Tariff Advice Filing

RIPUC Docket No.

Division Data Request 1-3

Div. 1-3: The tariff advice filing “hereby gives notice of a proposed change in tariffs.” Where in the filing is the proposed tariff? The only tariff included is the existing street lighting tariff, which states rates per fixture. Is it PUD’s position that this tariff gives the authority to charge a rate per meter to recover street lighting costs?

Response: Provided by Theodore G. Garille

Included with this response is a copy of RIPUC No. 604 (cancelling RIPUC No. 603), which details Pascoag’s position on public street lighting assessment.

PUBLIC AND PRIVATE LIGHTING RATE

Lamp Size	Monthly Rate	Annual Rate
Mercury:		
175 Watt	\$5.77	\$69.24
Sodium:		
50 Watt	\$3.65	\$43.80
70 Watt	\$4.37	\$52.44
100 Watt	\$5.04	\$60.48
150 Watt	\$6.23	\$74.76
250 Watt	\$10.89	\$130.68
400 Watt	\$12.12	\$145.44

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

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

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

The total cost for public street lighting, in service in PUD's service territory within the Village of Pascoag, will be assessed to all classes of Electric customers equally.

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

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

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

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

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