KEOUGH & SWEENEY, LTD. ATTORNEYS AND COUNSELORS AT LAW 41 MENDON AVENUE PAWTUCKET, RHODE ISLAND 02861 TELEPHONE (401) 724-3600 FACSIMILE (401) 724-9909 www.keoughsweeney.com

> JOSEPH A. KEOUGH JR.\* JEROME V. SWEENEY III\*

### SEAN P. KEOUGH\* STACI L. KOLB

JEROME V. SWEENEY II OF COUNSEL

\*ADMITTED TO PRACTICE IN RHODE ISLAND & MASSACHUSETTS BOSTON OFFICE: 171 MILK STREET SUITE 30 BOSTON, MA 02109 TEL. (617) 574-0054 FAX (617) 451-1914

March 24, 2015

Ms. Luly Massaro, Clerk Division of Public Utilities and Carriers 89 Jefferson Boulevard Warwick, RI 02888

### Re: Pawtucket Water Supply Board, General Rate Filing Docket No. 4550

Dear Ms. Massaro:

Enclosed please find an original and nine (9) copies of the following document:

1. Pawtucket Water Supply Board's Response to the Division of Public Utilities and Carriers Data Request (Set 3).

Please note that an electronic copy of this document has been sent to the service list.

Thank you for your attention to this matter.

Sincerely,

Gryshall ph J

Joseph A. Keough Jr.

JAK/kf Enclosure

RAYNHAM OFFICE: 90 NEW STATE HIGHWAY RAYNHAM, MA 02109 TEL. (508) 822-2813 FAX (508) 822-2832 **DIV. 3-1:** Please identify the number of public fire hydrants and meters as of the end of each calendar quarter of 2013 and 2014.

Response:	Public Fire Hydrants			
	<u>Community</u>	Docket 4171	Current	
	Pawtucket	1,513	1,515	
	Central Falls	202	202	
	Cumberland	198	198	
	Attleboro	2	2	
	TOTAL	1,915	1,917	

The current number of hydrants is also the number of public fire hydrants at the end of each calendar quarter in 2013 and 2014. Since our service area is almost fully developed the number of public fire hydrants remains static.

The number of meters is provided by month for 2013 and 2014 on the Attachment to Div. DR 1-9 and 1-10. Therefore, the total number of meters at the end of each calendar quarter is reported on these schedules.

- **DIV. 3-2:** Please provide the number of private fire services by size as of the end of each calendar quarter of 2013 and 2014.
- **Response:** The number of private fire services by size as of the end of each calendar quarter of 2013 and 2014 is not readily available from our utility billing software. A detailed review of the changes to the private fire services needs to be performed to provide the number of services as of each calendar quarter for 2013 and 2014. This will be submitted as soon as it is completed. In the interim, the following is the number of private fire services as reported in Docket 4171 and as of January 1, 2015:

Size	1/1/15	Docket 4171
2" fire service	33	28
4" fire service	67	55
6" fire service	405	405
8" fire service	91	89
10" fire service	3	3
12" fire service	0	2

- **DIV. 3-3.** Please explain whether there was a change in the penalty revenue rate or other change in the tariff applicable to penalty revenue that caused the near doubling of the revenues from FY 2011 to FY 2012. If not, explain the cause of this increase as shown on Schedule DGB-6.
- **Response:** See Schedule attached to the response to Div. DR 2-10 (RB-DPUC #2-10) for the schedule of monthly penalty charges. After the conversion from quarterly to monthly billing at the end of FY11 it was detected that the calculation of the penalty charges was not setup correctly in the billing software. PWSB noted only 10,009 penalty charges in June 2011 and \$0 in July 2011. The penalty charge system control setup was corrected in the software with support from the vendor. The penalty charges have been correctly calculated since August 2011 and have been consistent since this date.
- Prepared by: Robert Benson

- **DIV. 3-4.** Please explain whether there was a change in the service installation and service fee rates or other change in the tariff applicable to service installation and service fee that caused the decline of over 60 percent from FY 2011 to FY 2012. If not, explain the cause of this decrease as shown on Schedule DGB-6.
- **Response:** The service installation charge and or the service fee rates as authorized in Docket 4171 have not changed. The decline is due to the reduction of new service installations from FY11 to FY12. Please see the response to Div. 3-17 (Schedule RB DPUC #3-17).
- Prepared by: Robert Benson

- **DIV. 3-5.** Please explain the cause of the near doubling of miscellaneous revenues (excluding one-time DOT revenues) from FY 2011 to FY 2012 as shown on Schedule DGB-6.
- Response: Please see the attachment to the response to Div. 2-10 (Schedule RB-DPUC #2-10) for the monthly miscellaneous revenue. The increase in miscellaneous revenues is largely due to the increase in the number of tax lien sales conducted by the PWSB to collect delinquent accounts. PWSB held one tax sale in FY11, three in FY12 at the instruction of the Board, and two tax sales per fiscal year beginning with FY13.
- Prepared by: Robert Benson

- **DIV. 3-6.** Please provide a copy of Mr. Bebyn's schedules in Excel format with all formulas intact.
- **Response:** These schedules have been provided to the service list.
- Prepared by: David Bebyn

DIV. 3-7:	Please provide property tax expense by municipality for each year from FY 2011 through FY 2014 and for FY 2015 when known.	
Response:	See the response to Div. 2-12 (Schedule RB-DPUC #2-12).	

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION DOCKET NO. 4550 Response Of The Pawtucket Water Supply Board To The Division of Public Utilities And Carriers' Data Requests Set 3

- **Div. 3-8:** Please provide a copy of the property tax agreement with Cumberland and identify the property taxes for each year under that agreement.
- **Response:** Please see attached.
- Prepared by: Robert Benson

### AGREEMENT AND TAX COMPACT

AGREEMENT and TAX COMPACT by and among the TOWN OF CUMBERLAND ("Cumberland"), the CITY OF PAWTUCKET and the PAWTUCKET WATER SUPPLY BOARD, an enterprise fund of the City of Pawtucket ("PWSB"), hereafter the City of Pawtucket and the PWSB are sometimes collectively referred to as "Pawtucket."

WHEREAS, the City of Pawtucket owns real and tangible property located in Cumberland; and,

WHEREAS, the real and tangible property owned by the City of Pawtucket in Cumberland is subject to taxation by Cumberland; and,

WHEREAS, the PWSB pays the taxes for the property owned by the City of Pawtucket in Cumberland; and,

WHEREAS, the City of Pawtucket and the PWSB have challenged the tax classification and valuations of real property owned by the City of Pawtucket in Cumberland; and

WHEREAS, the parties desire to settle the disputes of all such matters by and among them, including the final settlement of all pending civil actions in the Providence County Superior Court ("Court Actions") and all pending administrative appeals before the Cumberland Tax Assessor and/or the Cumberland Board of Assessment Review ("Appeals") and

WHEREAS, this Tax Compact is authorized by R.I.G.L. § 45-2-2.1.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and covenants herein made, each of the parties hereto agree as follows:

### 1. Agreement Regarding Tax Years 2005 through 2012

The parties acknowledge and agree that Pawtucket has paid in full all of its real and tangible property taxes to Cumberland assessed up through and including December 31, 2011 (tax year 2012). The parties agree to resolve all pending tax challenges by Pawtucket for all tax years, including tax years 2005 (based on an assessment as of December 31, 2004) through 2012 (based on an assessment as of December 31, 2011) through a final resolution of the Court Actions and Appeals. In consideration of Cumberland agreeing to the 10-year Tax Compact set forth below for the tax years 2013 through 2022 inclusive, Pawtucket agrees to dismiss with prejudice all pending tax challenges including, but not limited to, the Court Actions and Appeals.

### 2. Ten (10) Year Tax Compact

A. For a period of ten (10) years, beginning with the real property taxes assessed as of December 31, 2012 (tax year 2013), and continuing on and through the real property taxes to be assessed as of December 31, 2021 (tax year 2022), Pawtucket shall pay real property taxes totaling four million six hundred thousand dollars and 00/100 (\$4,600,000). Pawtucket shall pay said real property taxes for each year of this Tax Compact as follows:

2013	\$682,000
2014	\$518,000
2015	\$500,000
2016	\$450,000
2017	\$450,000
2018	\$450,000

2019	\$400,000
2020	\$400,000
2021	\$400,000
2022	\$350,000
TOTAL	\$4,600,000

In 2013, Pawtucket's 2013 yearly payment will be paid in quarterly installments on or before May 31, 2013, August 31, 2013, November 30, 2013, and February 28, 2014. Thereafter, Pawtucket's yearly payments from 2014 to 2022 shall be paid on or before May 31, August 31, November 30, and February 28 for each year. The last payment under this schedule will be made on February 28, 2023. If the payments listed above are not paid by the dates set forth above, Cumberland shall charge Pawtucket with interest at the same rate Cumberland charges all other delinquent taxpayers as of the date of the late payment(s).

B. The foregoing real property tax payments will not change for the ten year duration of this Tax Compact. The payments listed above are the sole, exclusive and only payments Pawtucket will make for real property taxes for the duration of this ten year Tax Compact. Pawtucket will not make any other real property tax payments and Cumberland will not issue any supplemental real property tax bills to Pawtucket. If Pawtucket purchases any real property or makes any improvements to its real property during the ten year term of this Tax Compact, the payments will not change and Pawtucket will not pay any supplemental or additional tax during the terms of this Tax Compact. In addition, even if Cumberland believes that the value of Pawtucket's real property has increased over the term of this ten year Tax Compact, the payments will not change. Likewise, if Pawtucket sells or otherwise divests itself of any property; if the condition of Pawtucket's real property deteriorates; or if Pawtucket believes the value of its real property has decreased over the term of this Tax Compact, Pawtucket is obligated to make the real property tax payments set forth above, without change.

C. Cumberland agrees and acknowledges that the real property taxes charged to Pawtucket were based on assessments of Pawtucket's land, improvements water mains, service connections, hydrants, dams and raw water pump station located in Cumberland at the time of this Agreement as listed in Exhibit 1 attached hereto.

D. Cumberland agrees and acknowledges that the 2013 tangible tax bill issued to Pawtucket is based on Pawtucket's declaration of \$2,020,892 of tangible property value as set forth in Sections 2 and 3 of its Annual Return to the Town of Cumberland Assessor, filed on March 13, 2013 (See Exhibit 2).

E. Cumberland will continue to issue, and Pawtucket will continue to pay, tangible tax bills to Pawtucket during the term of this Tax Compact.

F. Cumberland agrees that it will not reclassify any of Pawtucket's real property referenced in Exhibit 1 as tangible property during the term of this Tax Compact, and Cumberland will not issue a tangible tax bill to Pawtucket based on the reclassification of any of Pawtucket's real property referenced in Exhibit 1 as tangible property during the ten year term of this Tax Compact. Cumberland also agrees that it will not classify any real property acquired by Pawtucket during the ten year term of the Tax Compact as tangible property for the purpose of taxing Pawtucket. Further, Cumberland will not classify any improvements Pawtucket makes to its real property listed in Exhibit 1 as tangible property for the purpose of taxing Pawtucket during this ten year Tax Compact.

G. The parties agree that, during the term of this Tax Compact, Pawtucket shall not have to timely and properly file notices of intention to bring in an account for its real property, and will only be required to file annual accounts for its tangible property. Notwithstanding, Pawtucket agrees to notify Cumberland if it buys or sells any real property during the term of the Tax Compact. Pawtucket will give this notice within sixty (60) days of any sale or purchase. Any sale or purchase of real property by Pawtucket will not change the payments due during the term of this Tax Compact.

### 3. <u>Tax Classification</u>

For the entire term of this Agreement, Cumberland agrees that all lots owned by Pawtucket that have no improvements will be classified as open space land. Cumberland and Pawtucket agree that the foregoing classification is for the purpose of settling a dispute among the parties, which dispute is the subject of the Court Actions and Appeals, and is not an admission by Cumberland that Pawtucket's land is open space land or is entitled to open space classification or valuation under the laws of the State of Rhode Island. Upon the termination of this Tax Compact, unless the Tax Compact is extended, the land will automatically revert to its original status, and Cumberland shall be entitled to take any actions with respect to the open space land classification and valuation of Pawtucket's land as if this Tax Compact, the Court Actions and the Appeals never occurred including, but not limited to denying any application by Pawtucket to the Cumberland Tax Assessor for classification and/or valuation of land as open space land. Pawtucket also expressly reserves and will be entitled to exercise any and all appeal rights with respect to Cumberland taking any of the foregoing actions.

The parties also agree that they will not use any of the terms, provisions or agreements contained in this Agreement against the other in any future proceedings concerning the assessment or collection of taxes by Cumberland. The parties further agree that they will not argue that anything which transpired in the Court Actions or any Appeals which were filed by Pawtucket prior to the date of this Tax Compact establishes, under the doctrines of res judicata, collateral estoppel, administrative finality, or any other theory or ground, that the land owned by Pawtucket is or is not entitled to be classified and/or valued as open space land. After the termination of this Tax Compact, all parties shall be entitled to present their positions concerning the issue of open space land classification and valuation just as if the Court Actions and any Appeals and this Agreement and Tax Compact never occurred. The foregoing provisions contained in this Paragraph shall survive the termination of this Agreement and Tax Compact.

### 4. <u>Court Actions and Appeals</u>

Upon execution of this Agreement and Tax Compact, Pawtucket and Cumberland, through their duly authorized attorneys, shall enter into written stipulations of dismissal, dismissing with prejudice (each party to bear its own costs and attorney's fees), the Court Actions and the Appeals as more particularly identified on Exhibit 3 attached hereto. The foregoing stipulations shall be filed with the Providence County Superior Court and the Cumberland Tax Assessor and Board of Assessment Review.

### 5. <u>Termination</u>.

A. This Tax Compact shall terminate on December 31, 2022. Notwithstanding the foregoing, Cumberland shall have the right to tax any real property sold by Pawtucket to a non-public entity, or any property whose title is transferred by

Pawtucket to a non-public entity, after receipt of actual notice of any sale or transfer of title as provided for in Section 2.G. above. The Town of Cumberland shall have the right to tax the private, non-public entity that receives title to any parcel of real property formerly owned by Pawtucket. This right to tax the new owner or title holder applies only to sales or transfers of title to private, non-public entities. This right does not apply to any transfer of title to a public or quasi-public agency such as a regional water authority.

B. No later than November 1, 2021, the parties shall each retain a certified licensed real estate appraiser to appraise all of Pawtucket's real property located in Cumberland in an attempt to negotiate an additional tax compact. No later than March 1, 2022, the parties shall exchange their respective appraisals. No later than April 1, 2022, the parties shall meet in an attempt to negotiate an additional tax compact. If the parties cannot agree on an additional tax compact by May 30, 2022, then the parties shall participate in non-binding mediation in an effort to negotiate an additional tax compact , and the parties shall split the cost of said mediation. The mediation shall be concluded by August 31, 2022. The parties' obligations under this Section 5.B. may be enforced through a petition for equitable and injunctive relief in Providence County Superior Court.

C. If the parties cannot agree to an additional tax compact after attempting to negotiate a new tax compact and participating in non-binding mediation in an attempt to reach a further tax compact, then Cumberland will issue a tax bill for tax year 2023 (based on an assessment as of December 31, 2022), and the parties may exercise any and all rights they have with respect to an appeal and defense of the 2023 tax bill.

### 6. <u>Miscellaneous</u>

A. This Agreement and Tax Compact shall be governed by and construed in accordance with the laws of the State of Rhode Island.

B. This Agreement and Tax Compact constitutes the entire agreement among the parties and supersedes any prior communications, written and oral, with respect to all matters pertaining thereto. This Agreement and Tax Compact shall not be modified or amended except by an instrument in writing signed by the parties hereto.

C. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if hand delivered or if sent by prepaid registered or certified mail or by a recognized overnight delivery service to the parties hereto at the following addresses:

For PWSB: (1) Chief Engineer and General Manager, Pawtucket Water Supply Board, 85 Broad Street, Pawtucket, RI 02860.

For Cumberland: (1) Mayor, Town of Cumberland, 45 Broad Street, Cumberland, RI 02864.

Any party hereto may change its address for notice purposes by providing notice in accordance with this provision. Any notice, demand, or other communication shall be deemed given and effective as of the date of delivery by hand, or upon the fifth day following mailing.

D. This Agreement and Tax Compact constitutes a valid and binding agreement of the parties hereto, enforceable in accordance with its terms. This Agreement and Tax Compact shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

E. The parties agree that, during the term of this Agreement and Tax Compact it shall not be necessary for Pawtucket to file any notices of intention to bring in an account, any accounts, or any appeals of any kind, except for tangible property taxes and as provided for in Section 2.G herein above, and this Agreement and Tax Compact shall control all obligations of Pawtucket to pay all real property taxes to Cumberland during the entire term of this Agreement and Tax Compact. This Agreement and Tax Compact may be enforced as a contract directly in the Superior Court of the State of Rhode Island, without the necessity of the filing of any administrative appeals or the exercise of any other administrative remedies by Pawtucket or the Town.

F. This Agreement and Tax Compact may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

### THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed by their duly authorized representatives on the dates set forth below.

Executed in presence of:

THE CITY OF PAWTUCKET By: Its: Mayor 8 Date:

By: Its: City Council President 3 Date:

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### PAWTUCKET WATER SUPPLY BOARD

By: Its: Chairman

Date:

TOWN OF CUMBERLAND

BV en Its: Mayor

18 13 Date:

By: Is: Town Council President

10/21 13 Date:

### EXHIBIT 1 PAWTUCKET'S REAL PROPERTY

### 1. Land

Plat 5, Lot 115 - 25 Robinson Street Plat 6, Lot 10 - 15 Crowell Street Plat 6, Lot 11 - 15 Crowell Street Plat 6, Lot 12 - Waterman Street Plat 6, Lot 13 - 0 Dexter Street Plat 6, Lot 14 - Dexter Street Plat 19, Lot 3 - Curran Road Plat 23, Lot 06 - 5 Howard Road Plat 23, Lot 67 - 3 Howard Road Plat 23, Lot 99 - 27 Rawson Road Plat 25, Lot 35 - Lanesville Road Plat 25, Lot 50 - Old Meadow Lane Plat 25, Lot 402 - Old Meadow Lane Plat 26, Lot 33 - 35 Arnold's Mill Road Plat 26, Lot 34 - 679 Nate Whipple HWY Plat 32, Lot 2 - Diamond Hill Reservoir Plat 32, Lot 3 - Diamond Hill Reservoir Plat 32, Lot 4 - Diamond Hill Reservoir Plat 36, Lot 24 - 678 Nate Whipple HWY Plat 36, Lot 29 - 41 Metcalf Drive Plat 36, Lot 81 - Reservoir Road Plat 36, Lot 103 - 3720 Diamond Hill Road Plat 47, Lot 18 - 40 Ellery Street Plat 47, Lot 21 - 91 Sumner Brown Rd Plat 47, Lot 23 - 111 Sumner Brown Road Plat 47, Lot 26 - Sumner Brown Road Plat 47, Lot 51 - 452 Reservoir Road Plat 47, Lot 90 - Sumner Brown Road Plat 47, Lot 91 - Sumner Brown Road Plat 48, Lot 16 - W. Wrentham Road Plat 48, Lot 19 - 15 Sumner Brown Road Plat 48, Lot 22 - Peggy Drive Plat 56, Lot 01 - 185Reservoir Road Plat 56, Lot 4 - Abbot Run Valley Road Plat 56, Lot 21 - North Attleboro Road Plat 56, Lot 32 - Nate Whipple HWY Plat 56, Lot 40 - Reservoir Road Plat 57, Lot 9 - 445 Reservoir Road Plat 57, Lot 15 - Reservoir Road Plat 57, Lot 18 - 355 Reservoir Road

Plat 57, Lot 34 - 1 Torrey Road Plat 57, Lot 35 - 291 Reservoir Road Plat 57, Lot 37 - 36 Hidden Meadow Drive Plat 57, Lot 38 - 315 Reservoir Road Plat 69, Lot 01 - Ralco Way Plat 69, Lot 02 - Mill Street Plat 69, Lot 02 - Mill Street Plat 69, Lot 03 - Curran Road Plat 70, Lot 01 - Sneech Pond Road Plat 70, Lot 02 - Sneech Pond Road Plat 70, Lot 03 - 322 Sneech Pond Road Plat 71, Lot 01 - 225 Reservoir Road

### 2. Improvements

- a. Vacant building on Ralco Way
- b. Purification Plant
- c. House located on Sneech Pond Road
- d. House located at 225 Reservoir Road
- e. Miscellaneous Improvements (fencing, sheds paving and garage)

### 3. Miscellaneous

- a. Water Mains
- b. Service Connections
- c. Hydrants
- d. Arnold Mills Reservoir Dam
- e. Diamond Hill Reservoir Dam
- f. Happy Hollow Pond Dam
- g. Robin Hollow Pond Dam
- h. Raw Water Pump Station

## Annual Return to Cumberland, RI Tax Assessor

Statement of Valuation as of 12/31/2012					
SECTION 2 -	SHORT LIFE	E - COMPUTE		NT ONLY	
Calendar Year	Acquired	Acquisition	Depreciation	Claimed Full	
Purchased	New or Used	Cost	Rate	Value	
2012		\$0.00	5%	-	
2011		\$0.00	20%	-	
2010		\$0.00	40%	-	
2009		\$0.00	70%	-	
2008 & PRIOR		\$0.00	80%	• •	
TOTALS		\$0.00		-	
WATER TREAT	Acquired	120 MILL STRE			COST
		none			
			2	012 Additions	0.00
		none			-
ſ		none	2	011 Additions	0.00
		none	2	010 Additions	0.00
		2008 and Pric		009 Additions	0.00
			Totals - 2	008 and Prior	0.00

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## Annual Return to Cumberland, RI Tax Assessor

### Statement of Valuation as of 12/31/2012

Calendar Year	Acquired	Acquisition	Depreciation	Claimed Full
Purchased	New or Used	Cost	Rate	Value
	· · · · · · · · · · · · · · · · · · ·	<u></u>		
2012	NONE	0.00	5%	0.00
2011	NONE	0.00	10%	0.00
2010	NONE	0.00	15%	0.00
2009	NONE	0.00	20%	0.00
2008		2,562,774.00	25%	1,922,081.00
2007	NONE	0.00	30%	0.00
2006	NONE	0.00	35%	0.00
2005	NONE	25,000.00	40%	15,000.00
2004	NONE	0.00	45%	0.00
2003	NONE	0.00	50%	0.00
2002	NONE	0.00	55%	0.00
2001	NONE	21,500.00	60%	8,600.00
2000 1998 & PRIOR	NONE	0.00 <u>236,706.00</u>	65% 70%	0.00 <u>71,012.00</u>
TOTALS		283,206.00		2,016,693.00

## ATER TREATMENT PLANT - 120 MILL STREET

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	Acquired			
Quantity	New or Used	Description		Original Cost
3	New	Raw water pumps		1,323,691.00
2	New	Lagoon equipment		1,012,979.00
1	New	Well #2 equipment		226,104.00
			2008 Additions	2,562,774.00
1		Worthington 2MGD washwater pumps w/25 H	P motors	25,000.00
			2005 Additions	25,000.00
12	new	Hach turbidimeters - 1720D		21,500.00
			2001 Additions	21,500.00
		1999 and Prior Years		
2	new	US Browing flocculators - CBN 2503		32,000.00
			1999 Additions	32,000.00
1	new	4000 gal fuel tank - Highland UL142		3,656.00
			1997 Additions	3,656.00
1	new	Hach Ph meter - EC1000		1,100.00
			1992 Additions	1,100.00
1	new	Clark electric fork lift - FC500-S30		<u>8,500.00</u>
2			1991 Additions	8,500.00
2	new	Poly processing flouride tanks P2500		<u>5,000.00</u>
			1983 Additions	5,000.00

# Annual Return to Cumberland, RI Tax Assessor

### Statement of Valuation as of 12/31/2012

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	Acquired		
Quantity	New or Used	Description	Original Cost
1	new	Worthington emergency standby pump for chlorinators	<u>1,250.00</u>
•		1980 Additions	1,250.00
1	new	Fermont diesel generator 285KW - 300DC	<u>114,000.00</u>
·		1978 Additions	114,000.00
3	new	W & T chlorinators V800	22,000.00
2	new	J L Clemmey 5,000 gallon steel caustic tanks S5000	5,500.00
2	new	Foote Jones rapid mixers 745VGB-G145D	<u>8,000.00</u>
		1975 Additions	35,500.00
3	new	Worthington 10 MGD influent pumps w/100 HP mtr 16LA1	24,000.00
1	new	Worthington 2MGD washwater pumps w/25 HP motors	<u>2,200.00</u>
		1939 Additions	26,200.00
PUMPING ST	ATION #3 - RA	LCO WAY	
1	new	Worthington 12 MGD pump w/800 HP 1638465	<u>6,800.00</u>
		1928 Additions	6,800.00
1	new	Steam Turbine Co 5 MGD pump w/325 HP motor P-12P12	<u>2,700.00</u>
		1917 Additions	2,700.00
		Totals - 1999 and Prior	236,706.00

## Annual Return to Cumberland, RI Tax Assessor

### Statement of Valuation as of 12/31/2012

## SECTION 3 TANGIBLE PERSONAL PROPERTY (between 6 and 12 year lives)

Calendar Year Purchased	Acquired New or Used	Acquisition Cost	Depreciation Rate	Claimed Full Value
2012	NONE	0.00	5%	-
2011	NONE	0.00	10%	-
2010	NONE	0.00	20%	-
2009	NONE	0.00	30%	-
2008	NONE	0.00	40%	-
2007	NONE	0.00	50%	-
2006 2005 & PRIOR	NONE	0.00 13,996.15	60% 70%	4,199.00
TOTALS		13,996.15		4,199.00

### WATER TREATMENT PLANT - 120 MILL STREET

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 Quantity	Acquired New or Used	Description	Original Cost
1 1 1	new new new	2005 and Prior Years Power Mower Badger meters - 4500DS Signal transmission equipment-OEI OSR1130 Totals - 2005 and Prior	5,625.15 4,460.00 <u>3,911.00</u> <b>13,996.15</b>

### SUPERIOR COURT

THE CITY OF PAWTUCKET AND THE PAWTUCKET WATER SUPPLY BOARD, BY AND THROUGH THE CITY OF PAWTUCKET Plaintiff	: : :	
v.	:	C.A. No. PC 10-1822
THE TOWN OF CUMBERLAND, and	:	
PATTI ACQUAVIVA-AUBIN, in her capacity	:	
AS TAX ASSESSOR FOR THE TOWN OF	:	
CUMBERLAND	:	
Defendants	:	

### STIPULATION OF DISMISSAL

Now come the undersigned who hereby stipulate and agree as follows:

This matter is DISMISSED with full prejudice, each party to bear its own costs and fees.

THE CITY OF PAWTUCKET AND THE PAWTUCKET WATER SUPPLY BOARD, BY AND THROUGH THE CITY OF PAWTUCKET By their attorney,

Joseph A. Keough, Esq., Jr., Esq. #4925 Keough & Sweeney, Ltd. 100 Armistice Boulevard Pawtucket, RI 02860 Tel: (401) 724-3600 Fax: (401) 724-9909 E-mail:jkeoughjr@keoughsweeney.com THE TOWN OF CUMBERLAND, and PATRICIA ACQUAVIVA AUBIN, in her CAPACITY AS TAX ASSESSOR FOR THE TOWN OF CUMBERLAND, By their attorneys,

10/30/13

Michael R. McElroy, Esq., #2627 Schacht & McElroy 21 Dryden Lane P.O. Box 6721 Providence, RI 02940-6721 Tel: (401) 351-4100 Fax: (401) 421-5696 E-mail: <u>Michael@McElroyLawOffice.com</u>

Cumberland/Dismissal Stipulation

STATE OF RHODE ISLAND PROVIDENCE SC.		SUPERIOR COURT
THE CITY OF PAWTUCKET AND THE PAWTUCKET WATER SUPPLY BOARD, BY		
AND THROUGH THE CITY OF PAWTUCKET	:	
Plaintiff	:	
	:	
ν.	:	C.A. No. PC 08-6601
	:	
THE TOWN OF CUMBERLAND,	:	
ANTHONY HARRAKA, IN HIS CAPACITY	:	
AS TAX ASSESSOR FOR THE TOWN OF	:	
CUMBERLAND, and THE TOWN OF	:	
CUMBERLAND BOARD OF	:	
ASSESSMENT REVIEW	:	
Defendants	:	

### STIPULATION OF DISMISSAL

Now come the undersigned who hereby stipulate and agree as follows:

This matter is DISMISSED with full prejudice, each party to bear its own costs and fees.

THE CITY OF PAWTUCKET AND THE PAWTUCKET WATER SUPPLY BOARD, BY AND THROUGH THE CITY OF PAWTUCKET

By their attorney,

Joseph A. Keough, Esq., Jr., Esq. #4925 Keough & Sweeney, Ltd. 100 Armistice Boulevard Pawtucket, RI 02860 Tel: (401) 724-3600 Fax: (401) 724-9909 E-mail:jkeoughjr@keoughsweeney.com

Cumberland/Writ of Mandamus/Dismissal Stipulation

THE TOWN OF CUMBERLAND, ANTHONY HARRAKA, IN HIS CAPACITY AS TAX ASSESSOR FOR THE TOWN OF CUMBERLAND, and THE TOWN OF CUMBERLAND BOARD OF ASSESSMENT REVIEW By their attorneys,

10/30/13

Michael R. McElroy, Esq., #2627 Schacht & McElroy 21 Dryden Lane P.O. Box 6721 Providence, RI 02940-6721 Tel: (401) 351-4100 Fax: (401) 421-5696 E-mail: Michael@McElroyLawOffice.com

### SUPERIOR COURT

THE CITY OF PAWTUCKET AND THE PAWTUCKET WATER SUPPLY BOARD, BY AND THROUGH THE CITY OF PAWTUCKET	:	
Plaintiff	:	
	:	C 4 31 DO 10 7311
v.	:	C.A. No. PC 10-7311
THE TOWN OF CUMBERLAND, and		
PATTIE ACQUAVIVA-AUBIN, in her capacity	:	
AS TAX ASSESSOR FOR THE TOWN OF	:	
CUMBERLAND	:	
Defendants	:	

### STIPULATION OF DISMISSAL

Now come the undersigned who hereby stipulate and agree as follows:

This matter is DISMISSED with full prejudice, each party to bear its own costs and fees.

THE CITY OF PAWTUCKET AND THE PAWTUCKET WATER SUPPLY BOARD, BY AND THROUGH THE CITY OF PAWTUCKET By their attorney,

21/13

Joseph A. Keough, Esq., Jr., Esq. #4925 Keough & Sweeney, Ltd. 100 Armistice Boulevard Pawtucket, RI 02860 Tel: (401) 724-3600 Fax: (401) 724-9909 E-mail:jkeoughjr@keoughsweeney.com THE TOWN OF CUMBERLAND, and PATTIE ACQUAVIVA-AUBIN, in her CAPACITY AS TAX ASSESSOR FOR THE TOWN OF CUMBERLAND, By their attorneys,

10/30/13

Michael R. McElroy, Esq., #2627 Schacht & McElroy 21 Dryden Lane P.O. Box 6721 Providence, RI 02940-6721 Tel: (401) 351-4100 Fax: (401) 421-5696 E-mail: Michael@McElroyLawOffice.com

Cumberland/10-7311/Dismissal Stipulation

### SUPERIOR COURT

THE CITY OF PAWTUCKET AND THE	:	
PAWTUCKET WATER SUPPLY BOARD, BY	:	
AND THROUGH THE CITY OF PAWTUCKET	:	
Plaintiff	:	
	:	
v.	:	C.A. No. PC 12-3020
	:	
THE TOWN OF CUMBERLAND, and	:	
PATTIE ACQUAVIVA-AUBIN, in her capacity	:	
AS TAX ASSESSOR FOR THE TOWN OF	:	
CUMBERLAND	:	
Defendants	:	

### STIPULATION OF DISMISSAL

Now come the undersigned who hereby stipulate and agree as follows:

This matter is DISMISSED with full prejudice, each party to bear its own costs and fees.

THE CITY OF PAWTUCKET AND THE PAWTUCKET WATER SUPPLY BOARD, BY AND THROUGH THE CITY OF PAWTUCKET By their attorney,

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THE TOWN OF CUMBERLAND, and PATTIE ACQUAVIVA-AUBIN, in her CAPACITY AS TAX ASSESSOR FOR THE TOWN OF CUMBERLAND, By their attorneys,

10/30/13

Michael R. McÉlroy, Esq., #2627 Schacht & McElroy 21 Dryden Lane P.O. Box 6721 Providence, RI 02940-6721 Tel: (401) 351-4100 Fax: (401) 421-5696 E-mail: Michael@McElroyLawOffice.com

Cumberland/12-3020/Dismissal Stipulation

### SUPERIOR COURT

THE CITY OF PAWTUCKET AND THE PAWTUCKET WATER SUPPLY BOARD, BY AND THROUGH THE CITY OF PAWTUCKET Plaintiff	: : :	
v.	:	C.A. No. PC 13-0908
THE TOWN OF CUMBERLAND, and	:	
PATTIE ACQUAVIVA-AUBIN, in her capacity	:	
AS TAX ASSESSOR FOR THE TOWN OF	:	
CUMBERLAND	:	
Defendants	:	

### STIPULATION OF DISMISSAL

Now come the undersigned who hereby stipulate and agree as follows:

This matter is DISMISSED with full prejudice, each party to bear its own costs and fees.

THE CITY OF PAWTUCKET AND THE PAWTUCKET WATER SUPPLY BOARD, BY AND THROUGH THE CITY OF PAWTUCKET By their attorney,

Joseph A. Keough, Esq., Jr., Esq. #4925 Keough & Sweeney, Ltd. 41 Mendon Avenue Pawtucket, RI 02861 Tel: (401) 724-3600 Fax: (401) 724-9909 E-mail:jkeoughjr@keoughsweeney.com THE TOWN OF CUMBERLAND, and PATTIE ACQUAVIVA-AUBIN, in her CAPACITY AS TAX ASSESSOR FOR THE TOWN OF CUMBERLAND, By their attorneys,

10/30/13

Michael R. McElroy, Esq., #2627 Schacht & McElroy 21 Dryden Lane P.O. Box 6721 Providence, RI 02940-6721 Tel: (401) 351-4100 Fax: (401) 421-5696 E-mail: Michael@McElroyLawOffice.com

Cumberland/13-0908/Dismissal Stipulation

THE CITY OF PAWTUCKET AND :THE PAWTUCKET WATERSUPPLY BOARD, BY ANDTHROUGH THE CITY OFPAWTUCKET

VS

THE TOWN OF CUMBERLAND AND PATTIE ACQUAVIVA-AUBIN, IN HER CAPACITY AS TAX ASSESSOR FOR THE TOWN OF CUMBERLAND

### STIPULATION OF DISMISSAL

NOW COME the undersigned and stipulate and agree as follows:

That any and all administrative tax appeals filed by the City of Pawtucket and the

Pawtucket Water Supply Board, by and through the City of Pawtucket which are pending as of

the date of this stipulation before the Town of Cumberland Tax Assessor or the Town of

Cumberland Tax Board of Review are hereby dismissed with full prejudice, each party to bear its

own costs and fees.

The City of Pawtucket and The Pawtucket Water Supply Board By and Through the City of Pawtucket By their Attorney

Joseph A. Keough, Jr., Esquire #4925 KEOUGH & SWEENEY, LTD. 41 Mendon Avenue Pawtucket, RI 02861 Telephone(401)724-3600 Fax (401) 724-9909 E-Mail: jkeoughjr@keoughsweeney.com Town of Cumberland and Pattie Acquaviva-Aubin, in her Capacity as Tax Assessor for the Town of Cumberland By their Attorney

10/30/13

Michael R. McElroy, Esquire, #2627 SCHACHT & McELROY 21 Dryden Lane P.O. Box 6721 Providence, RI 02940-6721 Telephone (401) 351-4100 Fax (401) 421-5696 E-mail: michael@mcelroylawoffice.com

- **DIV. 3-9.** Please provide the incremental rate case expense incurred for the "out-years" of the multi-year rate plan adopted in Docket No. 4171.
- **Response:** The allowed rate case expense in Docket 4171 was \$200,000. This was spread over two years. The rate year was CY 2011, thus \$100,000 was included for CY 2011 and \$100,000 for CY 2012.

The incremental rate case expenses incurred in the "out years" was as follows:

Legal Expenses – Keough & Sweeney	\$8,427.13
Public Utilities Commission	666.42
TOTAL	\$9,093.55

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION DOCKET NO. 4550 Response Of The Pawtucket Water Supply Board To The Division of Public Utilities And Carriers' Data Requests Set 3

- **DIV. 3-10:** Does Mr. Woodcock agree that if PWSB's proposed multi-year rate plan is adopted in this proceeding, the rates would be in effect through at least FY 2018? If not, please explain.
- Response: Yes.
- **Prepared by:** Christopher Woodcock

DIV. 3-11:	Please identify the period of time for which the 9.027 cent per kWh rate for power from the League of Cities and Towns is fixed.
Response:	The contract term for this rate is all meters read from December2014 through December 2017. Please see the response to Div. 2-18 (RB – DPUC #2-18) for a copy of the contract.

- **DIV. 3-12:** Please explain whether PWSB has investigated alternative sources of power other than the League of Cities and Towns in light of the 39 percent increase that took effect on January 1, 2015 as referenced on pages 12-13 of Mr. Woodcock's testimony. If not, explain why not.
- Response: The League of Cities and Towns investigates alternative sources of power for its member Cities and Towns within the State of RI. The League issues an RFP for power for electric power and individual community contracts are awarded to the power supplier that provides the lowest electric rates. Direct Energy provided the lowest electric rates. Please also see the response to Div. DR 2-18 (RB DPUC# 2-18) for copies of the contracts.
- Prepared by: Robert Benson

DIV. 3-13:	Please provide an update of the Exhibit RB-3 to reflect actual interest
	rates, issuance costs, etc. when available.

- **Response:** The final schedules will be provided once the loan documents have been finalized and the loan closing completed.
- Prepared by: Robert Benson

- **DIV. 3-14:** Please provide an explanation of each of the columns and symbols under the Headcount heading.
- **Response:** The headcount heading codes are as follows:
  - C = individual employee contract (Chief Engineer & Assistant Chief Engineer).
  - N = unclassified non-union employee (Administrative Assistant).
  - X = classified non-union employee (Chief Financial Officer).
  - T = employee position within the Teamster Union bargaining unit.
  - A = employee position within the AFSCME Union bargaining unit.

The remaining columns are the number of employees for each position listed to accumulate the following headcount totals as follows:

- 37 AFSCME positions;
- 12 Teamster positions; and,
- 4 non-union positions.

The grand total is 53 authorized positions which agrees with Schedule RB - DPUC #2-20.

- **DIV. 3-15:** With regard to Schedule RB-4, to the extent not provided in response to Division Set 2, question 20:
  - a) Please identify all positions that existed as of the end of the test year that were vacant as of the date the schedule was prepared and that are currently vacant.
  - b) Please identify all positions that are proposed to be added subsequent to the end of the test year and explain PWSB's plans to fill those positions.
  - c) Please identify the number of vacant positions in each month of calendar year 2013 and 2014.
- **Response:** a) Please see Schedule RB-DPUC #3-15.

b) The finance assistant will be staffed if the Commission authorizes the proposed revenue as requested for employee salaries and benefits.

- c) See the response to Div. 2-20 (Schedule RB-DPUC #2-20).
- **Prepared by:** Robert Benson

### Schedule RB - DPUC #3-15

Summary of Temporary Vacancies					
Position Title	Department	Action Creating Vacany	Status		
<u>CURRENT VACANCIES</u>					
Water Meter Service Technician	Metering	Transfer within PWSB	temporarily vacant		
Information Systems Specialist	Admin	Retired	temporarily vacant		
Finance Assistant	Admin	Transfer from PWSB to City	temporarily vacant		
Water Meter Reader Service Person	Metering	Transfer within PWSB	temporarily vacant		
Jr. Water Project Engineer	Engineering	Resigned	temporarily vacant		
Sr. Water Project Engineer	Engineering	Transfer within PWSB	temporarily vacant		
Water Board Engineering Clerk	Engineering	Retired	temporarily vacant		
FILLED VACANCIES					
Position Title	Department	Action Creating Vacany	Action Filling Vacany		
FY2015					
Inventory Stock Clerk	Admin	Retired	Transfer from City to PWSB		
Water Equipment Operator	T&D	Transfer within PWSB	New Hire		
<u>FY2014</u>					
Water Crew Leader	T&D	Resigned	Transfer within PWSB		
FY2013					
Water Utility Worker	T&D	Transfer out from PWSB	Transfer from City to PWSB		
Assistant Chief Engineer	Admin	Resigned	New Hire		

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION DOCKET NO. 4550 Response Of The Pawtucket Water Supply Board To The Division of Public Utilities And Carriers' Data Requests Set 3

- **DIV. 3-16:** Please explain how the additional revenue that will result from the proposed increases and additional miscellaneous charges identified on pages 7-8 of Mr. Benson's testimony have been accounted for in determining pro forma revenue for the rate year.
- Response: The additional revenue that will result from the proposed increases and additional charges are insignificant in nature. See Schedules attached as RB – DPUC #3-18 and 3-19 for the volume of activity by fiscal year which is de minimus. The primary source of miscellaneous charges are the Tax Sale Lien Assessments that recover costs incurred for each delinquent account scheduled to be sold at a tax sale. These costs include legal costs charged by an outside attorney to conduct a title search and ensure compliance with the Rhode Tax Sale Statutes, an auctioneer for the tax sale, newspaper advertising costs, and office costs consisting of staff labor, stationary and postage.
- Prepared by: Robert Benson

DIV. 3-17:	Please provide the number of service installations by service size in each of the fiscal years 2011 through 2014.	
Response:	Please see attached Schedule RB-DPUC #3-17.	

# PWSB Schedule RB-DPUC #3-17

	Date	FY11	FY12	FY13	FY14
#3-17	SERVIC	E INSTALLATIONS (PRIVATE FIRE SE			
		ng codes do not tracl rvice connections	k new water inst	tallations separa	tely from new
	1 inch	31	17	17	19
	2 inch	5	6	6	7
	4 inch	3	0	8	3
	6 inch	6	2	0	0
	8 inch	1	0	2	0
	10 inch	0	0	0	0
		46	25	33	29

DIV. 3-18:	Please provide the number of service installations by service size in each of the fiscal years 2011 through 2014.	
Response:	Please see attached Schedule RB-DPUC #3-18.	

## **PWSB** Schedule RB-DPUC #3-18

#### #3-18 Date FY11 FY12 FY13 FY14 METER SERVICE CHARGES, SERVICE TERMINATIONS AND SERVICE RESTORATION BY FISCAL YEAR

Note: The billing codes do not track these charges by service size

Meter Service Charges	59	53	67	103
Shutoff Charges	10	9	27	19

DIV. 3-19:	Please provide the number of service installations by service size in each of the fiscal years 2011 through 2014.	
Response:	Please see attached Schedule RB-DPUC #3-19.	

### PWSB RB-DPUC #3-17 #3-18 and #3-19

	Code	FY11	FY12	FY13	FY14
#3-19		LIEN CERTIFICA			
	ML	see below	58	72	86

Prior to October 2011 the cash receipts for the lien certificates were not recorded in our computerized utility billing system. Theses charges were recorded as miscellaneous cash receipts STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION DOCKET NO. 4550 Response Of The Pawtucket Water Supply Board To The Division of Public Utilities And Carriers' Data Requests Set 3

#### **CERTIFICATION**

I hereby certify that on March 24, 2015, I sent a copy of the within to all parties set forth on the attached Service List by electronic mail and copies to Luly Massaro, Commission Clerk, by electronic mail and regular mail.

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STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION DOCKET NO. 4550 Response Of The Pawtucket Water Supply Board To The Division of Public Utilities And Carriers' Data Requests Set 3

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Town of Cumberland		
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File original and nine (9) copies w/:	Luly.massaro@puc.ri.gov	401-780-2104
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