

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION**

**IN RE: CITY OF WOONSOCKET WATER DIVISION'S
APPLICATION TO IMPLEMENT MULTI-YEAR
RATE PLAN**

DOCKET NO. 4879

REPORT AND ORDER

I. Introduction

On May 17, 2019, the Public Utilities Commission (PUC) accepted a Settlement Agreement between the City of Woonsocket's Water Division (WWD) and the Division of Public Utilities and Carriers (Division), approving a multi-year, five-step rate increase, pursuant to R.I. Gen. Laws § 39-15.1-4.¹

On April 14, 2020, WWD filed for its second-year rate increase.² In this filing, the WWD sought an 6.53% increase of \$541,362. The second step approved by the PUC's May 31, 2019 order contemplated a second step increase of 5.39%, or \$446,822. Thus, the current filing sought \$94,540 more than approved for the second step.

At an Open Meeting on June 4, 2020, following an evidentiary hearing held on May 28, 2019, the PUC denied WWD's request as filed, finding that it was neither reasonable nor consistent with the previously approved plan. Instead, the PUC approved a 5.49% increase of \$454,761.³

II. Woonsocket Water Division's Filing

In support of its application, WWD presented prefiled testimony and supporting schedules prepared by its rate consultant, David G. Bebyn, CPA. Mr. Bebyn explained that the Water

¹ PUC Order No. 23605 (May 31, 2019); [http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-Ord23605%20\(5-31-19\).pdf](http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-Ord23605%20(5-31-19).pdf).

² WWD's filing (Apr. 14, 2020); <http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-Step2RateYear%204-14-2020.pdf>.

³ June 4, 2020 minutes; <https://opengov.sos.ri.gov/Common/DownloadMeetingFiles?FilePath=\Minutes\439\2020\367258.pdf>.

Division was proposing changes to six expense categories: (1) the Treatment Plant Operating Contract; (2) Light & Power expense; (3) Labor inflation; (4) Personnel expense; (5) FICA & Pension expense; and (6) Water sales.

Water Treatment Operating Contract

Mr. Bebyn stated that the Water Treatment Plant Operating Contract required an upward adjustment in Step Two of \$7,585, due to the timing of the annual increase.⁴ The issue is that the Operating Contract increases on January 1 of each year, during the middle of the rate year. The original filing contemplated and calculated a start date for the rate year as of January 2019, not May 2019. Because the approved plan did not properly account for this adjustment, WWD sought to correct this going forward.

Light and Power Expense

The amount projected in the Settlement Agreement for Calendar Year (CY) 2019 light and power expense was \$335,269. WWD actually spent \$315,717. Therefore, WWD experienced savings totaling \$19,552 in its light and power expense and requested that it be credited with these savings when calculating the second step revenue requirement.⁵

Labor Inflation

In its original second step filing, WWD did not seek an increase from the approved Settlement Agreement for labor inflation. However, during Mr. Bebyn's rebuttal testimony, WWD increased this figure from \$ 22,049 to \$75,706.⁶ Mr. Bebyn testified that \$22,049 was a placeholder amount for unknown labor increases, estimated at 2%. He provided that actual labor

⁴ Bebyn Direct Test. at 2; (Apr. 4, 2020); <http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-Step2RateYear%204-14-2020.pdf>.

⁵ Sch. DGB Step 1, Sch. 1a.

⁶ Bebyn Rebuttal Test. at 3 (May 22, 2020); [http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-Bebyn%20\(5-22-20\).pdf](http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-Bebyn%20(5-22-20).pdf).

increases ultimately came in at 7.6%. At hearing, this adjustment was increased further, from \$75,706 to \$83,787.⁷

Personnel Expense

WWD sought to increase personnel expense by \$50,283, to partially cover the cost of a Plant Master Maintenance Mechanic position which was originally intended to be transferred to the Water Treatment Plant Vendor in December 2018. Mr. Bebyn indicated that WWD's representation this position was transferred the treatment plant vendor was erroneous.⁸ He stated WWD retained the position because the duties involve the maintenance of the transmission & distribution system's fleet of vehicles and equipment.⁹

FICA & Pension Expense

The amount originally requested by WWD for an increase to FICA & Pension, \$9,981, was simply a mathematical calculation, based upon the requested increase in salary for the Plant Master Maintenance Mechanic.

Water Sales

WWD requested an upward adjustment of \$46,243 higher than the amount approved by the Settlement Agreement to cover a reduction in actual sales relative to the estimated sales. Mr. Bebyn reported that actual water sales in CY 2019 resulted in a shortfall of \$174,053.¹⁰ Rather than request the entire shortfall, Mr. Bebyn calculated the requested adjustment using a four-year sales average.

⁷ Hr'g Tr. at 32 (May 27, 2020).

⁸ "In year 1 of the 5 year plan the WWD had proposed to eliminate 10 positions (8 plant operators, 1 Chemist & 1 Plant Master Maintenance Mechanic) leaving 26 positions. The plant operators and chemist positions were eliminated with most transferring over to the DBO Contractor. The Plant Master Maintenance Mechanic position however was retained due to most of this position duties involve the maintenance of the Transmission & Distribution system fleet of equipment and equipment. This position should not have been eliminated in year1 of the plan. This step 1 increase year 2 of the plan restores the funding of this position." See DGC Step One, Sch. 1 (a); Apr. 4, 2020.

⁹ Bebyn Direct Test. at 2.

¹⁰ Sch. DGB Step 1-1c.

III. Division of Public Utilities and Carriers

The Division submitted a memorandum from its public utilities consultant, Lafayette Morgan, on the revenue requirement.¹¹ Mr. Morgan reviewed the Settlement Agreement, WWD's current filing, and data responses. He opined that "the components of the Step Increases established in the Settlement Agreement limits [sic] the cost and revenue elements that are subject to change during the Multi-year Rate Plan. Those elements were determined and agreed upon in the Settlement Agreement to be the basis of future rate increases."¹² Mr. Lafayette noted that "the WWD's request has added costs and revenue elements that were not contemplated at the time the Settlement Agreement was reached. These elements are: 1) the Adjustment for change in Water Sales; 2) the Plant Master Maintenance Mechanic; and 3) the Extra Pension and FICA Expense."¹³

He recommended that the PUC disallow these three adjustments because it would be unfair and improper to allow WWD to pick and choose which cost or revenue to adjust in its favor in step years. Mr. Morgan's recommendations would result in a rate change of \$434,916 or 5.25 %, instead of WWD's proposed increase of \$541,362.¹⁴

III. Commission's Evidentiary Hearing & Findings

On May 28, 2020, the Commission conducted a full evidentiary hearing via web conferencing, with remote Zoom technology. The hearing was simultaneously streamed to the

¹¹ Memo by Lafayette Morgan, (May 15, 2020); http://www.ripuc.ri.gov/eventsactions/docket/4879-DPUC-Morgan%20Memo%205_15_2020%20-%20Final%20Corrected.pdf.

¹² *Id.* at 2.

¹³ *Id.* at 3.

¹⁴ *Id.*

public over the internet and has been archived on the PUC's website.¹⁵ On June 4, 2020, the Commission held an Open Meeting, also conducted remotely via web conferencing technology.¹⁶

A. Multi-Year Rate Plans

The statutory authority and framework for optional multi-year rate plans for water suppliers is R.I. Gen. Laws § 39-15.1-4¹⁷ Although enacted in 2009, the statute has not been used frequently. In their opening statements at the hearing, both WWD and the Division discussed their interpretation and application of the statutory scheme. WWD argued that its filing was a petition

¹⁵ The archived recording is in two segments; <https://video.ibm.com/recorded/126780015>; <https://video.ibm.com/recorded/126778699>.

¹⁶ June 4, 2020 Open Meeting; <https://video.ibm.com/recorded/126851507>.

¹⁷ § 39-15.1-4. Optional multi-year rate plans

(a) Water suppliers may, at their discretion, file with the commission a rate plan for a period not to exceed six (6) years, which rate plans shall set forth proposed rates:

(1) That are adequate, as described in subsection 39-15.1-3(a) of this chapter, to pay for all reasonable costs of service associated with water supply during the period of the plan, and may include projections of cost increases, and are equitable as described in subsection 39-15.1-3(b);

(2) That attribute the cost of increased seasonal demand to customers that contribute to increased seasonal demand and that may include conservation pricing pursuant to subsection 39-15.1-3(d);

(3) That provide for infrastructure maintenance, repair, and replacement, especially in order to meet goals for reduction of leakage and the accounting of non-billed water, that are included in a water supply system management plan; and

(4) That provide for the establishment and maintenance of operating reserves, capital reserves, and debt service reserves as described in subsection 39-15.1-3(a);

(b) The commission shall approve or reasonably amend the plan and the rates proposed therein;

(c) A water supplier with a multi-year plan approved by the commission may change its rates consistent with provisions of the plan, provided that a forty-five (45) day notice is given to the commission and the division, which notice shall state the amount of the proposed rate changes, the manner in which the proposed rate is consistent with the approved plan, and the purpose of the proposed rate change. The proposed rate change shall be effective sixty (60) days after the notice to the commission and the division, unless the commission shall decide that the proposed rate increase may be unreasonable or inconsistent with the approved plan, in which case the commission shall hold a hearing on the proposed rate increase and may approve, or reasonably amend the proposed rate increase. Notwithstanding the foregoing notice provision, the commission shall be bound by the suspension period set forth in section 39-3-11.

(d) A water supplier may petition the commission for a modification to an approved plan, and the commission in hearing and deciding the petition need only consider those portions or elements of the plan affected by the proposed modification. The commission shall approve or reasonably modify the proposed modification. An approved modification shall become part of the plan for purposes of subsection (c) of this section.

(e) Each water supplier with an approved plan shall report annually to the commission and the division with regard to performance under the plan, including rates, revenues derived from rates, expenditures necessary to pay for all reasonable costs of service; and the level and status of operating reserves, capital reserves, and debt service reserves.

to modify an approved plan, under subsection (d) of the statute.¹⁸ WWD also indicated that it was open to ideas and suggestions on how best to implement the multi-year rate plans.¹⁹

The Division described WWD's approach as having "backed into" a modification as the case progressed. The Division expressed a concern that the filing and the notices to affected communities might not be sufficient. The original filing did not state that WWD was seeking a modification of an approved plan; rather, that WWD sought to implement step two of the approved plan.²⁰

In determining that WWD's petition was not a petition for modification of an approved plan, the Commission noted: (1) the cover letter accompanying the petition stated: "Through this rate filing, WWD seeks to implement the second (2nd) step increase in the multiyear rate plan approved by this Commission in Docket 4879 and pursuant to § 39-15.1-4"; (2) the filing was entitled "Notice of Multi – Year Rate Plan Compliance Filing"; (3) paragraph eight of the filing stated: "WWD is now seeking to implement the next step in the multi-year rate plan"; and (4) the notices provided to affected communities and the original notice proposed for publication in the Providence Journal²¹ all stated that WWD "hereby gives notice of a proposed change in rates in conformance with an approved multi-year plan previously approved by the Commission."²²

B. WWD's Requested Increase

WWD sought a total increase of \$541,362, or a 6.53% increase. The second step approved by the PUC's 2019 order contemplated a second step increase of \$446,822, or 5.39%. The Commission found, unanimously, that WWD's overall request was not reasonable and was

¹⁸ Hr'g Tr. at 13.

¹⁹ Hr'g. Tr. at 12.

²⁰ Hr'g Tr. at 21.

²¹ The Providence Journal notice was modified prior to publication to include a reference to modification.

²² Filing cover letter (Apr. 14, 2020); <http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-Step2RateYear%204-14-2020.pdf>,

inconsistent with the approved plan. The Commission then reviewed, discussed, and decided each of the contested items in WWD's filing.

(1) Plant Master Maintenance Mechanic

On cross-examination, Mr. Bebyn stated that it was not until he began reviewing records for the second step filing that he learned that the Plant Master Maintenance Mechanic's position was not transferred to the Water Treatment Operating Plant vendor in December 2018, as represented in the rate case settlement hearings. Mr. Bebyn testified that he relied on information provided to him by the City's finance director when he made the representation in May 2019 that the position had been transferred.²³ He further testified that the title of the position was misleading and implied that it should be affiliated with the treatment plant. However, the position actually performed services for the Transmission & Distribution (T&D) department.²⁴ Finally, he testified that he now believed that the position was never actually intended by the City to be transferred, and that representations made to the contrary were simply made in error.²⁵

The Division opposed increased funding for this position because it was not contemplated by the Settlement Agreement. Mr. Morgan noted that this additional funding was requested in a vacuum, without reviewing what other positions may have become vacant or no longer needed. He disagreed that WWD's request was comparable to one in a Pawtucket Water case and distinguished the two cases.²⁶ Further, Mr. Morgan expressed concern that adjusting specific line items in a manner not contemplated by the Settlement Agreement inappropriately turns a step-year into a mini rate case, but without a full look at the cost and revenues of the utility.²⁷

²³ Hr'g. Tr. at 47.

²⁴ *Id.* at 48.

²⁵ *Id.* at 50.

²⁶ Hr'g Tr. at 102.

²⁷ *Id.* at 104.

The PUC unanimously denied WWD's request to increase funding for the Plant Master Maintenance Mechanic. During deliberations, the Commissioners expressed dismay that the status of this position was known to members of the City administration during the rate case in 2019, but inexplicably not known to its rate consultant. The Commissioners further agreed that this request was a clear example of single issue rate-making which should not be considered in a vacuum, without full consideration of all labor costs, FTE count, or other savings from vacancies.

(2) Labor inflation

The Settlement Agreement provided for \$22,049, a 2% increase, for labor expense in each of the step years of the multi-year rate plan. WWD's initial filing on April 14, 2020 requested \$22,049. In its May 1, 2020 response to the Division's data request 6-8, WWD reported a 2.6% labor increase for 2019 and a 5% labor increase for 2020. Thereafter, when WWD filed its rebuttal testimony, Mr. Bebyn increased the requested adjustment by \$53,657, from \$22,049 to \$83,787, which was a total increase of 7.6%.²⁸ He further described the figure of 2% as a placeholder for future years.²⁹

Mr. Morgan maintained his opposition to this adjustment and argued that it was prohibited as a retroactive adjustment.³⁰ He argued that Mr. Bebyn's comparison of this item to an item in a Pawtucket case was misplaced, because in Pawtucket, the wage adjustment sought was for future wages, not back wages.³¹ Moreover, Mr. Morgan expressed concern that permitting such line item adjustments that were not contemplated by the Settlement Agreement may set a precedent for future cases. Finally, he argued that granting such adjustments allows a utility to request increases

²⁸ Bebyn Rebuttal Test. at 3 (May 22, 2020); [http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-Bebyn%20\(5-22-20\).pdf](http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-Bebyn%20(5-22-20).pdf).

²⁹ On cross examination, Mr. Bebyn corrected one of his rebuttal schedules which had erroneously listed this line item as \$75,706.

³⁰ Hr'g Tr. at 98.

³¹ *Id.* at 100.

while disregarding other costs that may have gone down, or other revenues that may have gone up.³²

The Commission found that there was no indication in either the transcript of the settlement hearing in May 2019 or in the Settlement Agreement itself that the 2% referenced in that agreement was a “placeholder.” In their deliberations, the Commissioners further noted that the record reflected that the City of Woonsocket settled the two labor contracts (Local 670 and Local 3851) in October 2018, shortly after this case was filed.³³ Local 670’s contract was signed on April 9, 2019 and Local 3851’s contract was signed on February 4, 2019, both well before the start of the rate case settlement hearings in May 2019.³⁴ Both agreements covered the period of July 1, 2017 through June 30, 2020, so the contractual labor increases for 2020 were known to the City at the time of the settlement. WWD offered no explanation as to why its rate team was unaware of the existence of the labor contracts or the fact that the percentage for the contractual labor increases for this step year was clearly known to the City. The Commission unanimously denied WWD’s requested increase for this line item.

(3) Water Sales

In its initial filing, WWD sought to increase its revenue requirement by \$46,243 to offset a decrease in water sales. In direct testimony, Mr. Bebyn reported a 2019 decrease in water sales of \$174,053. However, instead of seeking the entire amount, he requested \$46,243, which represented a four-year average, as outlined on DGB Step 1 Sch. 1c.

³² *Id.* at 105.

³³ Record Request 1, 2, and 3 (May 28, 2020); [http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-RRs\(5-28-20\).pdf](http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-RRs(5-28-20).pdf).

³⁴ *Id.*

Mr. Morgan argued that the Settlement Agreement did not contemplate that there would be adjustments for changes in water sales during the rate years and recommended that the Commission deny the request.

In his rebuttal, Mr. Bebyn argued that a change in water sales could be implied by the line item for light and power.³⁵ He said that the line item for light and power can fluctuate based on changes in power rates and usage. He submitted that the main driving force for light and power is water production and distribution. Therefore, since the line item for light and power showed less expenditures, it follows that water sales were down. He concluded, therefore, that since there was a downward adjustment for light and power, there could be an adjustment for the decrease in water sales causing the decrease in light and power expense.³⁶ However, in his rebuttal testimony, Mr. Bebyn reduced the amount sought from \$46,243 to \$6,337. He explained that when he calculated the original request of \$46,243, he did not include the FY 2019 wholesale sales to Cumberland, which was an oversight. He adjusted this request in response to WWD's response to Division data request 2-9.

The Commission voted unanimously to reject the request to adjust the revenue requirement for the decrease in water sales. In reaching this determination, the Commission stated that WWD did not make a case as to why WWD was not utilizing either its operating reserve or the costs savings from power and light to cover this cost. The Commission noted that it was specifically stated by Mr. Bebyn at the May 16, 2019 hearing that the operating reserve "was a catchall for everything, and one of the major factors that it could help buffer is any fluctuation in consumption,

³⁵ Bebyn Rebuttal Test at 1.

³⁶ *Id.* at 2.

so we could easily eat up \$80,000 just for the downturn in consumption alone.”³⁷ WWD did not explain why the operating reserve was not used to absorb \$6,337.

(4) Light & Power Expense

WWD sought a credit of \$19,552 for savings it incurred in its light and power expense line item. In the Division’s memorandum dated May 15, 2020, Mr. Morgan initially agreed with WWD’s request for a credit in this line item. However, at the hearing on May 27, 2020, Mr. Morgan indicated that he had changed his mind after reviewing the filing and WWDs responses to data requests. He determined that the adjustment was more reflective of a change in water consumption, rather than a rate change. He argued that when the settlement was negotiated, the parties were anticipating an electric rate increase. However, the decrease in power and light consumption in this case was directly related to the decrease in water sales, as argued by Mr. Bebyn. Mr. Morgan further maintained that changes should not be made in step years to line items that were not identified in the Settlement Agreement.³⁸

The Commission voted unanimously to reject WWD’s request for a credit in the power and light line item because the savings were due to decreased water consumption and not a function of a change in electric rates.

(5) Water Treatment Plant Operating Contract

WWD sought an increase in the operating contract from \$52,407, as anticipated by the Settlement Agreement, to \$59,992. Mr. Bebyn explained that when the Settlement Agreement was entered, the parties all recognized and understood that the operating contract increases on January 1 each year. The schedule for this rate year in the Settlement Agreement did not correctly calculate

³⁷ Hr’g Tr. at 96-97 (May 16, 2019).

³⁸ Hr’g Tr. at 96-97 (May 27, 2020).

the amount and this request corrected the figure.³⁹ The Division agreed with this adjustment. The Commission accepted the explanation on the calculation and unanimously approved the request.

(6) Rate Case Expense

In the initial filing, WWD sought \$16,000 for its rate case expense for this step. In its response to Division data request 6-4 on May 1, 2020, Mr. Bebyn indicated that until these proceedings were concluded, rate case expense was an estimate. At that time, he estimated that legal costs for WWD would be \$8,500, rate consultant costs would be \$6,000, and the Division's cost would be \$1,500. When WWD filed Mr. Bebyn's rebuttal testimony and schedules, the estimated rate case expense remained at \$16,000. As late as the hearing, there was no indication that this figure had changed.

On June 1, 2020, after the hearing had concluded, Commission staff directed WWD to file an updated schedule of rate case expense. When filed, the document included an increased rate case expense, from the placeholder amount of \$16,000, to \$44,856.⁴⁰ There was no explanation for the substantial change. Staff followed up with a request for documentation of the expense. WWD's response included invoices totaling \$31,263.37 from legal counsel for August 6, 2019 through April 7, 2020;⁴¹ invoices totaling \$14,015 from its rate consultant for the period of March 16, 2020 through May 29, 2020; and the Division's estimated expenses totaling \$9,930.⁴²

During deliberations, the Commission recognized that the Settlement Agreement provided for a "placeholder of \$16,000, which would be subject to adjustment during the step increase

³⁹ See WWD's response to Div. 6-2 (May 1, 2020); <http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-DR-DIV6%205-1-2020.pdf>.

⁴⁰ Sch. DGB Step 1 (Jun. 1, 2020); [http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-RR-Beby%20updated%20step%201%20schedules%20\(6-1-20\).pdf](http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-RR-Beby%20updated%20step%201%20schedules%20(6-1-20).pdf).

⁴¹ The Commission notes that there would be future invoices issued for April, May and June 2020.

⁴² WWD's Response to PUC's post-hearing data request (June 3, 2020); <http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-PHDR-PUC%206-3-20.pdf>.

compliance filing.”⁴³ The Commission expressed dismay that the increase in rate case expense was revealed only after the hearing, and explained only after inquiry by Commission staff. The Commission found that there was no credible explanation as to why the expenses, at that point, were nearly three times greater than projected by the settlement. There had been no information on what efforts, if any, had been undertaken to reduce these expenses or keep them closer in line with projections. The Commission unanimously voted to deny rate case expense beyond \$16,000.

C. Approved Step Increase

Although various line items in WWD’s proposal changed multiple times over the course of the proceedings, WWD did not increase its overall request above its original total. WWD simply made a bottom-line adjustment to remain consistent with the original request of \$541,362, or 6.53%. As noted earlier, the Division modified its original recommendation for the second step increase from \$434,916 or 5.25% to \$454,761 or 5.49%.⁴⁴ For all the reasons discussed above, the Commission agreed with the Division’s bottom line for an overall increase of 454,761 or 5.49%.

Accordingly, it is hereby

(23895) ORDERED:

1. The City of Woonsocket’s Water Division’s filing was not a Petition for Modification of an Approved Plan, as contemplated by R.I. Gen. Laws §39-15.1-4 (d).
2. The City of Woonsocket’s Water Division’s request to increase the incremental revenue requirement in Step Two of the approved multi-year rate plan, as anticipated by the Settlement

⁴³ Settlement Agreement at Par. 21 (May 2, 2019); http://www.ripuc.ri.gov/eventsactions/docket/4879-WWD-Settlement%20Agreement%20and%20Schedules_5-2-19.pdf.

⁴⁴ Division’s Revised Schedule (May 27, 2020); [http://ripuc.ri.goc/eventsactions/docket/4879-Division-Revised-Increase-5-27-20\(5\).pdf](http://ripuc.ri.goc/eventsactions/docket/4879-Division-Revised-Increase-5-27-20(5).pdf)

Agreement, from \$446,822 to \$541,362 is unreasonable, inconsistent with the approved plan, and, accordingly, hereby denied.

3. The City of Woonsocket's Water Division's request to increase the Water Treatment Operating Contract expense in Step Two of the approved multi-year rate plan, from \$52,407 to \$59,992, is hereby granted.
4. The City of Woonsocket's Water Division's request to add an expense of \$50,283 for the position of Plant Master Maintenance Mechanic in Step Two of the approved multi-year rate plan is hereby denied.
5. The City of Woonsocket's Water Division's request to change the incremental revenue requirement in Step Two of the approved multi-year rate plan for rate case expense, from \$16,000 to \$44,856, is hereby denied.
6. The City of Woonsocket's Water Division's request to adjust the incremental revenue requirement in Step Two of the approved multi-year rate plan by \$6,337, for a decrease in water sales, is hereby denied.
7. The City of Woonsocket's Water Division's request to change the incremental revenue requirement in Step Two of the approved multi-year rate plan by crediting a decrease of \$19,552 for Light and Power is hereby denied.
8. The City of Woonsocket's Water Division is hereby granted an incremental increase in revenue requirement of \$454,761 in Step Two of the approved multi-year rate plan.

EFFECTIVE AT WARWICK, RHODE ISLAND ON MAY 17, 2019 PURSUANT TO AN OPEN MEETING HELD JUNE 4, 2020. WRITTEN ORDER ISSUED SEPTEMBER 1, 2020.

PUBLIC UTILITIES COMMISSION



Margaret E. Curran, Chairperson



Marion S. Gold, Commissioner



Abigail Anthony, Commissioner

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