

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

RAYNHAM OFFICE:
90 NEW STATE HIGHWAY
RAYNHAM, MA 02109
TEL. (508) 822-2813
FAX (508) 822-2832

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

SEAN P. KEOUGH*

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

April 17, 2019

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

*Re: City of Newport, Utilities Department, Water Division
Docket 4933*

Dear Ms. Massaro:

Enclosed please find an original and nine copies of:

1. City of Newport, Utilities Division, Water Department's Response to the Rhode Island Public Utilities Commission's Data Request (Set 1).

Please note that this submission does not contain a response to Comm. 1-14. Newport will provide a supplemental response under separate cover. Thank you for your attention to this matter.

Sincerely,



Joseph A. Keough, Jr.

JAK:prc
Enclosure
cc: Docket 4933 Service List (*via electronic mail*)

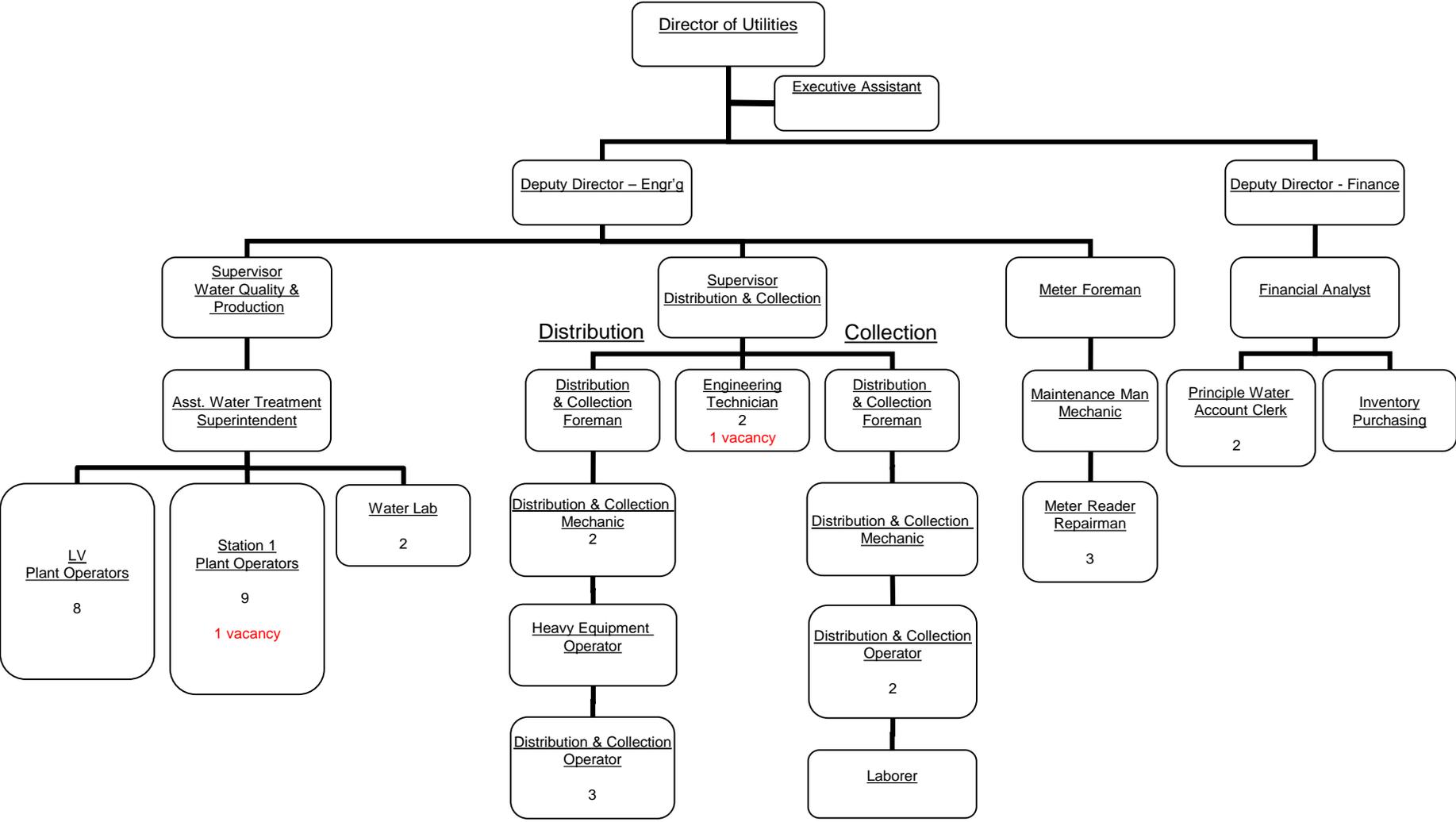
STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-1: Please provide a copy of the most recent organization chart of Newport Water, including a list of all employees, title, union affiliation, base salary, longevity and incentives, start date and step increase dates. Please also include which of the 7 accounts each employee is paid through.

Response: Attached is a copy of the Newport Water Department's most recent Organization Chart as well as a schedule of the employee titles, union affiliation, salary, longevity and start and step increase dates. Also shown is the account or department each employee is paid through.

Prepared by: Julia Forgue

Newport Water Division Organization Chart April 2019



City of Newport Water Division
RIPUC
COM 1-1
Data Response
Titles, union, base, longevity, incentives, start date, step date, account paid through

<u>Title</u>	<u>Union</u>	FY 2020 <u>Proposed Base Salary</u>	<u>Longevity</u>	<u>Longevity Date</u>	<u>Step Date</u>	<u>Account Paid through</u>
<u>Administration</u>						
Director of Utilities	non-union	\$141,338		3/12/01	3/12	Admin
40% to WPC		-\$56,535				Admin
Administrative Asst	non-union	\$56,612		8/9/05	8/9	Admin
40% to WPC		-\$22,645				Admin
Dep.Dir., Utilities -Finance	non-union	\$107,982		7/21/14	7/21	Admin
40% to WPC		-\$43,193				Admin
Dep.Dir., Util Engineering	non-union	\$122,543		12/10/12	12/10	Admin
40% to WPC		-\$49,017				Admin
Financial Analyst	NEARI	\$63,145		5/28/13	5/28	Admin
50% to WPC		-\$31,572				Admin
		<u>\$288,657</u>	<u>\$0</u>			
<u>Customer Accounts</u>						
Meter Repairman/Reader	AFSCME	\$39,915		7/10/17	4/2	Customer Accounts
Prin. Account Clerk	AFSCME	\$46,481		10/10/17	10/10	Customer Accounts
Meter Repairman/Reader	AFSCME	\$47,661	\$1,787	8/20/07	1/27	Customer Accounts
Maintenance Mechanic	AFSCME	\$49,092	\$3,191	7/14/86	7/14	Customer Accounts
Billing Clerk	AFSCME	\$46,481		12/5/16	12/5	Customer Accounts
50% to WPC		-\$23,241				Customer Accounts
Meter Repairman/Reader	AFSCME	\$49,804		4/5/10	11/4	Customer Accounts
Water Meter Foreman	AFSCME	\$60,475	\$2,268	12/10/07	5/1	Customer Accounts
		<u>\$316,667</u>	<u>\$7,246</u>			
<u>Source of Supply</u>						
Dist/Collect Operator	AFSCME	\$52,837	\$1,981	4/9/07	2/14	Source of Supply
Dist/Collection Foreman	AFSCME	\$58,660	\$3,813	2/26/90	1/19	Source of Supply
Dist/Collect Mechanic	AFSCME	\$51,836		11/28/05	3/5	Source of Supply
Laborer	AFSCME	\$39,915		8/20/18	8/20	Source of Supply
Dist/Collect Operator	AFSCME	\$48,381	\$2,056	8/1/11	5/14	Source of Supply
Supervisor Water Dist/Collect	NEARI	\$88,594		4/26/10	4/26	Source of Supply
Allocate 50% TO Distribution		-\$44,297				Source of Supply
		<u>\$295,926</u>	<u>\$7,850</u>			
<u>Newport Water Plant- Station 1</u>						
Water Plant Op - Grade 3	AFSCME	\$54,992	\$2,612	9/22/03	9/22	Station 1
Water Plant Op - Grade 1 (Vacant)	AFSCME	<i>Unfunded for Revenue Purposes</i>				Station 1
Water Plant Op - Grade 3	AFSCME	\$54,992	\$3,574	10/7/91	7/5	Station 1

Water Plant Op - Grade 1	AFSCME	\$42,321		1/19/17	1/9	Station 1
Water Plant Op - Grade 3	AFSCME	\$56,610		6/1/09	6/1	Station 1
Supervisor Wtr Qual & Production	non-union	\$83,232		4/7/03	2/5	Station 1
Allocate 50% to Lawton Valley		-\$41,616				Station 1
Asst Wtr TR Superintendent	non-union	\$74,613		2/17/15	2/5	Station 1
Allocate 50% to Lawton Valley		-\$37,307				Station 1
Water Plant Op - Grade 3	AFSCME	\$54,962		6/1/09	6/1	Station 1
Water Plant Op - Grade1	AFSCME	\$46,271		1/29/18	1/29	Station 1
Water Plant Op - Grade1	AFSCME	\$43,591		2/11/19	2/11	Station 1
Water Plant Op - Grade 3	AFSCME	\$54,992	\$3,574	3/17/80	3/17	Station 1
		\$487,655	\$9,761			
<u>Lawton Valley</u>						
Water Plant Op - Grade 3	AFSCME	\$51,809		1/20/15	1/20	Lawton Valley
Water Plant Op - Grade 3	AFSCME	\$54,992	\$2,612	3/24/03	3/24	Lawton Valley
Water Plant Op - Grade 3	AFSCME	\$53,393	\$2,136	6/26/06	6/26	Lawton Valley
Water Plant Op - Grade 3	AFSCME	\$54,992	\$2,475	12/13/04	12/13	Lawton Valley
Water Plant Op	AFSCME	\$48,832		9/21/15	9/21	Lawton Valley
Supervisor Wtr Qual & Production 50%	non-union	\$41,616		4/7/03	2/5	Lawton Valley
Asst Wtr TR Superintendent 50%	non-union	\$37,307		2/17/15	2/5	Lawton Valley
Water Plant Op - Grade 3	AFSCME	\$50,297		3/10/14	3/10	Lawton Valley
Water Plant Op - Grade 3	AFSCME	\$54,992	\$3,574	12/3/89	1/16	Lawton Valley
Water Plant Op - Grade 3	AFSCME	\$54,992	\$1,925	4/28/08	4/28	Lawton Valley
		\$503,223	\$12,722			
<u>Laboratory</u>						
Microbiologist	NEARI	\$63,173		6/25/18	6/25	Laboratory
Laboratory Supervisor	NEARI	\$76,598		2/1/89	1/4	Laboratory
		\$139,770	\$0			
<u>Distribution</u>						
HE Operator	AFSCME	\$54,992	\$2,475	10/18/04	5/9	Distribution
Dist/Collect Mechanic	AFSCME	\$48,832		9/21/15	9/21	Distribution
Dist/Collect Operator	AFSCME	\$51,326	\$3,336	3/7/88	3/7	Distribution
Dist/Collect Mechanic	AFSCME	\$47,437		1/13/14	6/4	Distribution
Dist/Collect Operator	AFSCME	<i>Unfunded for Revenue Purposes</i>				Distribution
Dist/Collect Operator	AFSCME	\$49,804		11/1/04	7/23	Distribution
Dist/Collect Foreman	AFSCME	\$60,384	\$2,717	3/22/04	6/29	Distribution
Engineering Technician	AFSCME	\$60,418	\$3,927	8/17/87	8/17	Distribution
Engineering Technician (Vacant)	AFSCME	\$53,650				Distribution
Parts/Invent Control Tech	AFSCME	\$46,056		2/12/18	2/12	Distribution
50% to WPC		-\$23,028				Distribution
Supervisor Water Dist/Collect allocate 50% from Collection	NEARI	\$44,297		4/26/10	4/26	Distribution
		\$494,169	\$12,455			Distribution
	Total	\$2,526,067	\$50,035			

COMM 1-2: Please identify any positions included in the salary expense of this filing that are currently vacant, the amount of the salary requested for each and why the position is needed.

Response: First, it should be noted that Newport did not request an overall total salary expense equal to a full complement of employees. Newport reduced its salary request by deducting an amount equivalent to the salaries for two positions – a Water Treatment Plant Operator position and a Distribution and Collection Operator position. The positions with unfunded salaries and benefits are shown in the attachment to the response for Commission Data Request 1-1.

Presently there are two actual vacancies within the Water Division, a Water Treatment Plant Operator at Station 1 and an Engineering Technician in the Distribution Section.

Since Newport already deducted the salary for a Water Treatment Plant Operator in its original filing no salary is requested for this currently vacant position

The base salary requested for the vacant Engineering Technician position is \$53,650. NWD's engineering technicians are responsible for maintaining all the record information associated with the water system. They are also the primary staff assigned to performing Dig Safe markings and responding to request for information and/or answering questions from engineers, contractors, residents, etc. When both positions are filled, one technician is assigned to the office while the other technician is in the field. It is difficult for one technician to perform all the tasks; therefore, we are required to assign a position from the Distribution road crew to assist with field tasks normally performed by a technician.

Prepared by: Julia Forgue

COMM 1-3: Provide a list of all benefits in addition to salary plus the cost of each given to union and non-union employees, including but not limited to vacation time, personal time, sick time, insurance coverage(s), professional dues, certifications, etc.

Response: The following are the benefits provided by the City to employees and the current costs.

All Employees

- Delta Dental Monthly cost – Individual - \$29.29; Family- \$92.06
- Life Insurance- \$50,000 Group Life Insurance Policy - \$6.75 monthly (effective 1st month following two years of employment)
- Sick Leave - accrue 4 hours bi-weekly. Maximum accumulation 960 hours if employed on or after 7/1/95; unlimited hours if employed prior to 7/1/95
- The City offsets the employees' total contribution to MERS by 3%

Group Health Insurance

- AFSCME & NEARI – enrolled into an IRS Qualified Health Savings Account (HAS) and a High Deductible Health Plan (HDHP) with BCBS RI Healthmate with a \$2,000 (individual)/ \$4,000 (family) annual deductible. The City funds HAS account with the deductible annually. Employee reimburses City for ½ of the plan's full deductible amount bi-weekly. HDHP monthly Cost - \$590.60 (Individual); \$1426.56 (Family)
- Managerial – Healthmate monthly cost - \$698.90 (Individual); \$1,688.16 (Family). Annual Salary less than \$42,000, co-pay is 10% of premium; Annual salary \$42,000 or greater, co-pay is 15% of premium.

Annual Leave

- AFSCME & NEARI- Maximum accumulation 300 hours (AFSCME) and 200 hours (NEARI)
 - 3 hours biweekly - start of employment – 3 years of employment
 - 4 hours biweekly - 4-10 years of employment
 - 5 hours biweekly - 11-12 years of employment
 - 6 hours biweekly - 13 + years
- Managerial- Maximum accumulation 400 hours
 - 4 hours biweekly - start of employment - 10 years of employment
 - 6 hours biweekly - 11- 15 years of employment
 - 8 hours biweekly - 16+ years of employment

Professional Dues/ Licenses

- PE License renewals (Managerial) - \$300 per license renewal
- CDL License Renewals (AFSCME) - \$20 per license renewal
- Hoisting Engineers License (AFSCME) - \$60 per license renewal
- AWWA Utility Membership (Managerial and NEARI) - \$4025
- RIWWA membership (Managerial and NEARI) - \$350 for 7 employees

Prepared by: Julia Forgue

COMM 1-4: When will the updated health insurance premiums be known? Please provide an update when known. Please indicate the number of employees taking individual, family, or waiving coverage.

Response: We just received notice that the health premium will increase 3.1% effective July 1, 2019. We have yet not received the actual premium amounts which should be known in the next 60 days. Presently, there are 28 employees who have opted for family coverage, 14 who have opted for individual coverage and 5 individuals who have waived coverage.

Prepared by: William Yost

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-5: Provide the current balances in each restricted account.

Response: As of March 31, 2019, the restricted bank account balances were:

Capital	\$391,859
Debt	\$3,180,873
Chemicals	\$231,707
Electric	\$337,021
Retiree Medical	\$124,440
Accrued Benefits	\$251,801
Revenue Reserve	\$873,990

Prepared by: William Yost

COMM 1-6: On page 13 of her testimony, Ms. Forgue explained that, in July 2018, NWD issued an RFP for a service line valuation and received only 1 non-conforming bid. Has the RFP been re-issued? If yes, when? If not, why not?

Response: At this time, the RFP has not been re-issued. On November 15, 2018, Newport Water's attorney met with legal counsel for PWFD and the Division, as well as a representative from the Division, to discuss issues related to the RFP. On that date, it is my understanding that legal counsel for PWFD indicated that PWFD would like Newport Water to re-issue a revised RFP. It is further my understanding that on that same date Newport's attorney provided PWFD's attorney with a copy of the original RFP so PWFD could propose changes. On March 13, 2019, PWFD's attorney forwarded PWFD's proposed changes to the original RFP. Newport agreed with many, but not all, of PWFD's proposed changes. On March 18, 2019, Newport's attorney sent a draft of the changes that were acceptable to Newport, and those that weren't, to legal counsel for PWFD, the Navy and the Division. At this time, there has been no response or consensus on a revised RFP.

Prepared by: Julia Forgue

COMM 1-7: Referring to Ms. Forgue's testimony on page 6:

- a. How long has the Badger software been in use by NWD?
- b. How does NWD read its meters utilizing the Badger software product?
- c. How will NWD read its meters utilizing Beacon AMA?

Response:

- a. Newport Water has been using the Badger software since 2008.
- b. Newport reads meters by a mobile (i.e. drive by) meter routes using a laptop computer with Badger software.
- c. Eventually, meter reads will be uploaded directly to the cloud from customers' meters using cellular technology and Newport will not have to drive routes to collect meter reads. However, until all of Newport's customers' meters are converted, Newport will continue to read meters by a mobile (i.e. drive by) meter routes using a tablet with BEACON AMA Mobile software.

Prepared by: Rob Schultz

COMM 1-8: Referring to Ms. Forgue's testimony on page 7:

- a. What services are being provided to NWD by the 2 additional full time employees and 1 half time employee hired by the city's IT department?

Response: The City's IT Department has been reorganized, and a Communications Director, a GIS Coordinator, and a ½ position were added. The Communications Director oversees the City of Newport's Facebook page, website, press releases, etc. The GIS Coordinator oversees the City's GIS system, which includes the Water Division. The IT Department manages the software and hardware used by the Water Division and provides the necessary service when issues arise.

Prepared by: Julia Forgue

COMM 1-9: Referring to Ms. Forgue’s testimony on page 8:

a. What evidence does NWD have that PUC assessment will continue to increase at the same rate of increase that occurred between 2014 and 2018?

Response: As indicated in the testimony, the FY 2020 assessment was based on an average increase of 11% over the last several years. NWD only receives information on its share of costs when it receives the annual bill from the PUC. It does not receive advance notice.

The assumed increase was based on the following data:

PUC Spending	NWD % <i>to all Utilities</i>	NWD Assessment	
2014	\$7,819,679	.7663%	\$59,926
2015	\$7,367,331	.7724%	\$56,906
2016	\$7,753,683	.8388%	\$65,039
2017	\$7,966,782	.9906%	\$78,919
2018	\$8,428,450	1.0672%	\$89,946
Average annual % increase			11%
2019	Projected		\$99,841
2020	Projected		\$110,823

Prepared by: William Yost

COMM 1-10: How often and in what amounts have NWD employees received tuition reimbursement? (Schedules page 2 of 81)

Response: Tuition Reimbursement for approved courses is a benefit included in the Collective Bargaining Agreements. The NWD has reimbursed employees for tuition in 2010 (\$1,882.00) and 2013 (\$345.32).

Prepared by: Julia Forgue

COMM 1-11: Please explain why fire and liability insurance expenses are being reallocated amongst departments. For example, see decrease in Administration department of \$42,189 (Schedules page 2 of 81) and increase to Station One of \$36,434 (Schedules page 4 of 81)

Response: Upon review, it was discovered that the fire and property premiums were mistakenly switched between the Administration and Station One departments in FY 2018. The error created the large variances. Below is a recap of what the premiums should have been in FY 2018.

	FY 2018 as presented	FY 2018 corrected	Rate Year	Change
Administration	\$78,689	\$28,331	\$36,500	\$8,169
Station One	\$28,331	\$78,689	\$64,765	<\$13,924>

Prepared by: William Yost

COMM 1-12: Please explain the decrease in city manager costs. (Schedules page 2 of 81)

Response: The city manager costs are part of the overall expense for Legal & Admin and Data Processing (MIS), and is a reimbursement made to the City of Newport for services it provides to the Water Fund. These expenses are approved by the Commission. The allocation of the city manager's costs is based on the percentage of the Water Fund's budget compared to the combined total budgets of all the City's Enterprise Funds and the General Fund (See HJS Schedule D-17). In this Docket, the overall city manager's costs to be allocated are lower than in Docket 4595.

Prepared by: Julia Forgue

COMM 1-13: Please explain the increase in city solicitor costs. (Schedules page 2 of 81)

Response: The city solicitor costs are part of the overall expense for Legal & Admin and Data Processing (MIS), and is a reimbursement made to the City of Newport for services it provides to the Water Fund. These expenses are approved by the Commission. The allocation of the city solicitor's costs is based on the percentage of the Water Fund's budget compared to the combined total budgets of all the City's Enterprise Funds and the General Fund (See HJS Schedule D-17). In this Docket, the overall city solicitor's costs to be allocated and the percentage allocated are higher than in Docket 4595.

Prepared by: Julia Forgue

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-15: Please explain the increase in accounting costs. (Schedules page 2 of 81)

Response: The accounting costs are part of the overall expense for Legal & Admin and Data Processing (MIS), and is a reimbursement made to the City of Newport for services it provides to the Water Fund. These expenses are approved by the Commission. The percentage allocation of collection costs was set by the Commission in Docket 4595. In this Docket, the percentage allocated remains the same, but the overall accounting costs to be allocated are higher than in Docket 4595.

Prepared by: Julia Forgue

COMM 1-16: Please explain the increase in data processing costs. (Schedules page 2 of 81)

Response: The data processing costs are part of the overall expense for Legal & Admin and Data Processing (MIS), and is a reimbursement made to the City of Newport for services it provides to the Water Fund. These expenses are approved by the Commission. The allocation of the data processing costs is based on the percentage of the Water Fund's budget compared to the combined total budgets of all the City's Enterprise Funds and the General Fund (See HJS Schedule D-17). In this Docket, the overall data processing costs to be allocated and the percentage allocated are higher than in Docket 4595.

Prepared by: Julia Forgue

COMM 1-17: Why does Source of Supply -Mainland incur no chemical expenses?

Response: Historically, Nonquit Pond and Watson Reservoir are not treated with algaecide due to the size of the water supplies and the significant chemical dosage that would be required if treated. Water from these reservoirs can be transferred to an island reservoir where it can be treated if necessary.

Prepared by: Julia Fogue

COMM 1-18: Ms. Forgue's testimony on page 10 explains that custom carbon regeneration and carbon replacement inadvertently occurred just outside the test year. What is the total cost of these items? Please identify the cost for Station One and Lawton Valley separately. Why are these costs presented as pro forma rate year adjustments rather than test year normalizing adjustments?

Response: At Station 1, three (3) Advanced Water Treatment (AWT) vessels had regenerated carbon replacements at a unit cost of \$41,814 for a total of \$125,442. At Lawton Valley, three (3) AWT vessels had regenerated carbon replacements at a unit cost of \$41,814 for a total of \$125,442. These costs should have been presented as test year normalizing adjustments. A revised model reflecting this change and others made during the discovery process will be provided with Newport's rebuttal testimony. This revision will have no impact on the requested rates since the rate year amount remains the same.

Prepared by: Harold Smith

COMM 1-19: Ms. Forgue's testimony explains that all discretionary expenditures were put on hold during the Test Year (for example Conferences and Training as well as Operating Supplies) due to reduced consumption. To reflect a normal level of expense in the rate year, why were all adjustments to the test year presented as pro forma rate year adjustments rather than test year normalizing adjustments?

Response: The hold on these expenditures during the test year should have been reflected as test year adjustments in the model. A revised model reflecting test year adjustments for Conferences and Training and Operating Supplies line items will be provided with Newport's rebuttal testimony. These revisions will have no impact on the proposed rates since the rate year amounts remain the same.

Prepared by: Harold Smith

COMM 1-20: Please explain the large decrease to Station One Natural Gas expense.
(Schedules page 4 of 81)

Response: The decrease in expense can be explained by two factors.

First, there was an error in calculating the two year gas expense. The two year average cost was \$26,073 not \$17,840 as shown on HJS Schedule D-11. The decrease from the test year was therefore \$6,329 not \$14,562.

The second factor creating the decrease is that the City of Newport entered into an agreement in May 2017 to purchase gas at reduced rates from Direct Energy instead of from National Grid.

Prepared by: William Yost

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-21: Why is Main Maintenance (Account #50276) cost going down? (Schedules page 5 of 81)

Response: Expenses for replacement of large valves (e.g. >12") have been included under the Capital Improvement Program.

Prepared by: Rob Schultz

Comm 1-22: Please update Schedule HJS A-2A (page 8 of 81) under the following constraints:

- a. No class receives an increase greater than 1.5x the system average increase.
- b. No class receives an increase greater than 2.0x the system average increase.

Response: Please see the attached schedules, which are based on the supplemental COS Model provided to the parties on April 10, 2019 as part of Newport Water's supplemental response to Division Data Request 1-1. Please note that I do not in any way recommend that the Commission approve the rates shown on the attached schedules. The rates presented on the attached schedules are not consistent with either industry standard cost of service principles or the cost of service methodology approved by the Commission in previous Newport Water dockets. The rates presented on these schedules were arbitrarily set to comply with the constraints imposed by the data request.

Prepared by: Harold Smith

Docket 4933

Rhode Island Public Utilities Commission

Docket 4933

Response to Comm DR 1-22 a.

HJS Schedule A-2A

Cost of Service Rates and Charges

		Docket 4595					
		Rates	Cost of Service	Proposed Rates	% Change	Projected Revenues	
Base Charge (per bill)							
Monthly							
5/8	\$	5.02	\$ 5.7536	\$ 5.76	15%	\$741,036	
3/4	\$	5.27	6.0237	6.03	14%	183,360	
1	\$	7.03	7.9507	7.96	13%	54,542	
1.5	\$	11.33	12.6274	12.63	11%	58,047	
2	\$	15.86	17.5724	17.58	11%	53,795	
3	\$	41.71	45.8282	45.83	10%	32,998	
4	\$	49.12	53.9323	53.94	10%	9,709	
5	\$	58.99	64.7379	64.74	10%	0	
6	\$	66.40	72.8421	72.85	10%	29,723	
8	\$	86.15	94.4532	94.46	10%	4,534	
10	\$	121.95	133.6234	133.63	10%	3,207	
Portsmouth Base Charge (4")		\$	1.36	1.76	29%	21	
						1,170,972	
Volume Charge (per 1,000 gallons)							
Retail							
Residential	\$	10.02	\$ 11.6068	\$ 11.61	16%	7,034,499	
Non-Residential	\$	11.22	\$ 12.0715	\$ 12.08	8%	5,338,152	
						\$ 12,372,651	
Wholesale							
Navy	\$	6.5190	\$ 7.8851	\$ 7.8852	21%	1,486,360	
Portsmouth Water & Fire District	\$	5.2920	\$ 6.4010	\$ 6.4010	21%	2,303,720	
						\$ 3,790,080	
Fire Protection							
Public (per hydrant)							
	\$	944.22	\$ 1,144.30	\$ 1,144.31	21%	\$ 1,192,371	
Private (by Connection Size)							
	Connection Size	Existing Charge					
	<2		\$33.26	\$ 37.64	\$ 37.65	13%	
	2	6.19	\$139.26	\$ 157.60	\$ 157.61	13%	-
	4	38.32	\$468.22	\$ 545.69	\$ 545.70	17%	43,110
	6	111.31	\$1,055.81	\$ 1,253.58	\$ 1,253.59	19%	297,101
	8	237.21	\$2,069.28	\$ 2,474.55	\$ 2,474.56	20%	133,626
	10	426.58	\$3,593.75	\$ 4,311.14	\$ 4,311.14	20%	21,556
	12	689.04	\$5,706.61	\$ 6,856.58	\$ 6,856.58	20%	-
						\$ 495,393	
Total Projected Rate Revenues						\$ 19,021,467	

Docket 4933

Rhode Island Public Utilities Commission

Docket 4933

Response to Comm DR 1-22 b.

HJS Schedule A-2A

Cost of Service Rates and Charges

		Docket 4595					
		Rates	Cost of Service	Proposed Rates	% Change	Projected Revenues	
Base Charge (per bill)							
Monthly							
5/8	\$	5.02	\$ 5.7536	\$ 5.76	15%	\$741,036	
3/4	\$	5.27	6.0237	6.03	14%	183,360	
1	\$	7.03	7.9507	7.96	13%	54,542	
1.5	\$	11.33	12.6274	12.63	11%	58,047	
2	\$	15.86	17.5724	17.58	11%	53,795	
3	\$	41.71	45.8282	45.83	10%	32,998	
4	\$	49.12	53.9323	53.94	10%	9,709	
5	\$	58.99	64.7379	64.74	10%	0	
6	\$	66.40	72.8421	72.85	10%	29,723	
8	\$	86.15	94.4532	94.46	10%	4,534	
10	\$	121.95	133.6234	133.63	10%	3,207	
Portsmouth Base Charge (4")		\$	1.36	1.7539	1.76	29%	21
						1,170,972	
Volume Charge (per 1,000 gallons)							
Retail							
Residential	\$	10.02	\$ 11.3095	\$ 11.31	13%	6,852,729	
Non-Residential	\$	11.22	\$ 11.7623	\$ 11.77	5%	5,201,163	
						\$ 12,053,892	
Wholesale							
Navy	\$	6.5190	\$ 8.3405	\$ 8.3405	28%	1,572,184	
Portsmouth Water & Fire District	\$	5.2920	\$ 6.7706	\$ 6.7707	28%	2,436,775	
						\$ 4,008,959	
Fire Protection							
Public (per hydrant)							
	\$	944.22	\$ 1,212.23	\$ 1,212.24	28%	\$ 1,263,154	
Private (by Connection Size)							
	Connection Size	Existing Charge					
	<2		\$33.26	\$ 38.54	\$ 38.55	16%	
	2	6.19	\$139.26	\$ 161.38	\$ 161.38	16%	-
	4	38.32	\$468.22	\$ 569.08	\$ 569.08	22%	44,957
	6	111.31	\$1,055.81	\$ 1,321.51	\$ 1,321.52	25%	313,200
	8	237.21	\$2,069.28	\$ 2,619.31	\$ 2,619.32	27%	141,443
	10	426.58	\$3,593.75	\$ 4,571.47	\$ 4,571.47	27%	22,857
	12	689.04	\$5,706.61	\$ 7,277.09	\$ 7,277.09	28%	-
						\$ 522,458	
Total Projected Rate Revenues						\$ 19,019,435	

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-23: Please explain how the Rate Year 2 (FY2022) across the board increase of roughly 3% was derived.

Response: The increase in FY 2022 is driven solely by additional debt service costs associated with the planned FY 2020 borrowing. This additional cost is allocated to customer classes according to the previously approved cost of service methodology.

Prepared by: Harold Smith

COMM 1-24: Please explain what is meant by the term "standby salaries." (HJS D-7, page 52 of 81)

Response: The Water Division has three employees on standby for after hours, weekends and holidays. There is an employee on standby for Distribution, Source of Supply, and a Backhoe Operator. The standby employees are on a rotating schedule and serve in the standby position for one week at a time. The employee is compensated \$120 per week for standby duty in accordance with the Collective Bargaining Agreement.

Prepared by: William Yost

COMM 1-25: Please explain how it was determined that it is appropriate to charge 60% of the following positions to NWD: Director of Utilities, Administrative Secretary, Deputy Director-Finance, Deputy Director-Engineering. (HJS D-7, page 52 of 81) Please provide a list of each position's duties and responsibilities and list all sources of funding for each position.

Response: The City of Newport Department of Utilities is comprised of the Water Division and the Water Pollution Control Division. Both divisions are operated as enterprise funds within the City. The Director of Utilities, Administrative Secretary, Deputy Director-Finance, and Deputy Director-Engineering provide functions for both the Water Division and the Water Pollution Control Division. The sixty percent represents the percent of annual salary allocated to the Water Division. The remaining forty percent is allocated to the Water Pollution Control Division. The percentages were assigned by the City of Newport based on required work effort and size of the service areas for the two Utilities, Water and Water Pollution Control as detailed in the response to Division 2-5.

Attached are the City job descriptions of the positions which provide the duties and responsibilities.

Prepared by: Julia Forgue

City of Newport, Rhode Island

Classification Description

Job Title: Deputy Utilities Director - Finance
Department: Utilities
Salary Level: S-11
Job Code: A

POSITION PURPOSE:

Under the direction of the Director of Utilities and broad guidance of the Director of Finance, is responsible for maintaining detailed general ledgers and subsidiary records for the City of Newport Water and Water Pollution Control Funds. Responsible for timely completion of all Rhode Island Public Utilities Commission (PUC) requirements, to include quarterly financial statements, monthly cash flow statements, the semi-annual and annual reports and the maintenance of various restricted cash accounts. Responsible for year-end closing of Water and Water Pollution Control Funds and for the preparation of all applicable financial statement footnotes. Position must coordinate and prepare, as necessary, information for PUC rate filings. Responsible for the preparation of the annual operating budget, O&M and capital budgets and the monitoring of expenditures, collections and capital project progress during the course of the year.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *The essential functions/duties and/or responsibilities listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties and/or responsibilities does not exclude them from the position if the work is similar; related or a logical assignment to the position.*

Provides direction, supervision, and training for employees reporting to the Deputy Utilities Director-Finance for which standard operating procedures are established and maintained by the Deputy Director for these subordinates; maintains and assists in the development of SOPs for Utilities personnel.

Supervises and manages the billing function to ensure timely issuance of bills and closely monitors the collection activities for Water and Water Pollution Control Funds.

Provides financial and accounting support to the Director of Utilities by the accurate and timely completion of accounting functions in the Water and Water Pollution Control Funds.

Monitors Water and Water Pollution Control Fund cash flow and open payables listing; tracks Water Fund inventories of chemicals and supplies.

Tracks expenditures of capital projects, bond drawdowns and the like. Tracks water sales with respect to trends and assists with the monitoring of cash flow.

Prepares and reviews all journal entries, reviews and reconciles general ledger accounts on a weekly basis; reconciles and maintains accurate receivable records; completes required records and reports and maintains files; prepares year-end closing and auditor work papers and data requests; prepares monthly financial report and forwards to City's Finance Director.

Provides accounting functions and prepares financial reports and studies for financial, regulatory and City agencies in accordance with established policies and procedures and in accordance with Generally Accepted Accounting Principles (GAAP).

With the assistance from the Deputy Director of Utilities – Engineering, assists in the preparation of O&M and capital budgets for Utility Funds.

Responsible for effectively researching, tracking and resolving accounting problems and discrepancies in the Water and Water Pollution Control Funds; keeps management informed of area activities and of any significant problems that may develop.

Responsible for establishing and maintaining effective financial communication and coordination with contractors, vendors, division personnel and City management.

Assists in contract negotiations or changes with vendors or wholesale users.

Prepares required reports for the Rhode Island Public Utility Commission (PUC), meeting applicable deadlines and the preparation of any and all necessary information for PUC rate filings, billing disputes or related requests for data for which written and oral testimony may be provided; prepares monthly cash reconciliation and cash flow analysis, quarterly financial statements, restricted account reconciliation, semi-annual & annual reports and other reports as required by the Rhode Island PUC.

Prepares the Department's operating and capital improvement budgets under the direction of the Utilities Director.

Tracks all capital project expenditures and change orders and keeps Directors of Utilities and Finance informed as to status.

Provides financial and accounting support, analysis and information to the City Manager and other City Officials as directed.

Assists other department personnel in customer service via walk-ins, telephone or electronic communications.

Attends and participates in meetings and provides interaction with regulatory agencies and the general public.

Other Functions:

Accountable for all PUC requirements and that deadlines are met, reports are accurate and current and that accounting functions are completed in accordance with established standards, policies and procedures.

Attends professional meetings and conferences for purposes of discussions, updates in law and information gathering and exchange.

SUPERVISORY RESPONSIBILITIES:

Supervision Scope: Requires minimal supervision and exercises highly responsible duties requiring independent discretion and initiative, complex accounting standards, professional practices, plan review inspection, and technical knowledge.

Supervision Received: The position works under the general direction of the Director of Utilities and administrative direction of the Director of Finance; responsibilities are managed according to nationally adopted accounting standards.

Supervision Given: Regularly confers with Directors where clarification, interpretation or exception to

municipal policy may be required; regularly supervises and confers with managers and subordinates within the department and exercises control in the development of division policies, goals, and objectives and is expected to resolve conflicts that arise and coordinate with others as necessary.

QUALIFICATIONS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Education, Training and Experience:

Bachelor's degree in accounting, business, or related field, from an accredited college or university;

CPA and/or MBA is desired but not required. Must have a minimum of seven (7) years of progressive accounting work experience with three (3) to five (5) years of management experience and at least two (2) years experience in budget preparation.

Knowledge, Ability and Skill:

Knowledge. Thorough knowledge of Generally Accepted Accounting Principles (GAAP); must be able to prepare a full set of financial statements; knowledge of governmental accounting and fund accounting preferred; knowledge of municipal Water and Wastewater operations and management principles preferred; thorough knowledge of budgeting and financial preparation and administration; must understand or develop an understanding of regulatory Water supply and Water Pollution Control service requirements to satisfy State, Local and Federal requirements.

Ability. Ability to prepare financial statements and budgets, well organized and detailed oriented with strict attention to accuracy; ability to work with mathematical concepts; ability to solve practical problems and to deal with a variety of concrete variables in situations where only limited standardization exists; demonstrated ability to deal effectively with individuals and groups in harmonious as well as in adversarial conditions; ability to manage subordinates and to assign work; ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and government regulations; ability to write financial reports, business correspondence and procedure manuals; ability to interact with the general public, effectively present information and respond to questions. Ability to multi task with strict timeframes.

Skill. Strong financial and analytical skills are required with ability to forecast trends; proficient with a PC, and related computer hardware and software as well as modern office machinery; excellent organizational and communication (verbal and written), and time management skills.

PHYSICAL DEMANDS: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duty of this job, the employee is frequently required to, sit and talk or hear. The employee is occasionally required to stand, walk, reach with hands and arms, climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT: *The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable*

accommodations may be made to enable individuals with disabilities to perform the essential functions.

Performs work in offices and meeting rooms where conditions are generally accessible to the physically challenged, but subject to seasonally and uncomfortable warm and cool temperatures. Office noise levels are typically moderate while some work may be performed in an emergency and stressful situation. Work is subject to frequent interruptions from staff as well as members from the general public.

When in the office, operates computers, other computer peripherals, and standard office equipment such as telephone, copier, and facsimile machine; may be required to operate a two way radio, cellular phone and portable computing equipment.

Makes frequent contacts, with city and state officials, other city departments and personnel and others requiring excellent customer service and communication skills; contacts are in person, in writing, by email and by telephone and require discussing complex managerial, administrative, financial and technical matters.

Errors in judgment, management, and in reporting the City's financial status can result in significant financial loss, the disruption and/or poor quality of City services, and impose undue and substantial expense recovering.

STATEMENT OF DESCRIPTION: *This job specification does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.*

City of Newport, Rhode Island

Classification Description

Job Title: Director of Utilities
Department: Utilities
Salary Level: S-13
Job Code: A

POSITION PURPOSE:

The purposes of this position are to manage the City's water and wastewater utilities and responsibilities in meeting or exceeding regulatory requirements, and to maintain or improve upon environmental quality as affected by these and other assigned services. The work involves planning, obtaining regulatory approvals for, directing, scheduling, managing financial and other resources, providing for the implementation of utility and other assigned services, and monitoring the results achieved. He/she implements quality assurance testing and control procedures, public education and enforcement programs to assure adopted performance standards are attained. All responsibilities are to be accomplished in the most cost effective manner possible. The Director of Utilities is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *The essential functions/duties and/or responsibilities listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties and/or responsibilities does not exclude them from the position if the work is similar; related or a logical assignment to the position.*

Plans, anticipates requirements, schedules, directs and monitors the operations of the City's utilities, storm water infrastructure, assigned personnel, professional services and other City contracted services to meet environmental regulatory requirements; applies for and obtains appropriate licensing and certifications; develops requirements and implements programs and/or private sector services to achieve these objectives; establishes goals and assigns priorities for capital improvements and the preventative and special maintenance of facilities and equipment; directs the operations of personnel and contractors.

Reviews reports from staff and/or the operations of the treatment facilities, testing laboratories and monitors test results; informs and instructs subordinates and/or contractors regarding needed changes in plant operations and/or services based upon the results achieved and related technical information.

Compiles information; analyzes results; reviews and may prepare reports about operations, regulatory compliance and other reports; uses general computer systems and office automation systems as necessary.

Coordinates the preparation of and may prepare capital and annual operating budgets; manages directly and through others approved budgets; applies for and administers construction and other grants in aid; monitors revenue adequacy and recommends fee adjustments.

Prepares or supervises the preparation of professional and other contracted services proposal requests; analyzes proposals and recommends awards; evaluates implementation requirements; obtains necessary approvals; reviews the work of and results achieved by contractors and contract administrators.

Manages direct reporting personnel; administers operative collective bargaining, services, and other agreements; advises the City Manager of required contract and other changes to control operating costs, improve service effectiveness and quality, and increase efficiency.

Maintains contact with and a working knowledge of regulatory agencies at the state and federal levels involved with water and wastewater utilities.

Meets with customers to resolve operating and other problems; meets and confers with vendors; administers construction, services, and other contracts.

Other Functions:

Informs and instructs staff and contractors of regulatory requirements, operating methodologies and standards, and the implications of required and other changes in facilities, materials, procedures, practices, and contractors; provides for staff training and development; monitors staff and/or contractor licensing and other legal requirements.

Recommends improvements in the applicability and implementation of relevant applied environmental sciences.

Participates in professional associations and training opportunities.

Performs similar or related work as required, directed or as the situation dictates.

SUPERVISORY RESPONSIBILITIES:

Supervision Received: Works under the managerial policy direction of the City Manager, and according to the applicable provisions of Federal, State and local laws. The position is subject to review and evaluation according to the City's personnel plan.

Supervision Given: Supervises direct reporting administrators and other employees directly, through others, and through established departmental policy, general and specific orders; supervises and is responsible for the supervision and performance of all people and contractors of the operating units under his/her direction and control.

Supervision Scope: Performs highly responsible duties requiring independent judgment and initiative in planning, organizing, and directing the work of the utilities, solid waste and other services and in enforcing state and local laws.

QUALIFICATIONS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Education, Training and Experience:

Must have a four year degree in civil engineering, environmental science or engineering or a related field from a recognized institution of higher learning, a master's degree in engineering is preferred;

must be a licensed professional engineer and have at least ten or more years of progressively responsible experience in administering water and/or wastewater treatment facilities of which at least five must have been in an administrative and/or supervisory capacity; must have no offenses which would prohibit or restrict insurance coverage by any carrier servicing the City.

Knowledge, Ability and Skill:

Knowledge: Must have and maintain a thorough knowledge of the municipal water and wastewater utility operations related technologies, regulatory compliance and reporting requirements, finances, operations, professional services and other contracting practices, standards, training requirements, and implementation policies, procedures and practices.

Ability: To apply strong managerial and technical knowledge of water and wastewater utilities operations, budgeting and finance administration, personnel management, labor relations, and contract administration; accurately and clearly explain water and wastewater utility and service issues, ramifications, operations and implementation status; anticipate facility upgrade, maintenance and operations requirements.

Skill: Good conceptual, analytical, presentation, and budgetary skills; use and application of all the above referenced regulations, technologies, policies, procedures, systems, tools and equipment.

CERTIFICATES, LICENSES, REGISTRATIONS:

Must be a licensed professional engineer

PHYSICAL DEMANDS: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

The work is primarily of an intellectual nature; is frequently required to walk, stand, sit, and talk or hear; use hands to finger, handle, feel or operate objects or controls, and reach with hands and arms; must occasionally lift and/or move objects weighing up to 40 pounds such as a full briefcase, books, computer equipment, office supplies, etc.; close up vision and the ability to adjust focus across a large room or area; intellectual and mental acuity to perform conceptual and detailed technical and financial work; contacts involve a broad spectrum of issues and must be dealt with appropriate to their meaning and circumstances; administrative and technical work related to water, wastewater and solid waste services systems and related technologies.

WORK ENVIRONMENT: *The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Must understand regulatory water and wastewater service requirements and the associated infrastructures and operating procedures to satisfy requirements.

Inspects facilities, job sites, operations, equipment, testing procedures, technical and other reports as necessary to provide appropriate direction, instruction, and verify the water and wastewater infrastructures are consistently operated to meet or exceed regulatory and other performance standards.

Interacts verbally and in writing regarding technical matters with other managers, committees, professionals external to City government, subordinates, and office staff; periodically communicates

with the City's customers, vendors, and others; most information is subject to public disclosure, but must be appropriately stated to factually communicate circumstances, but not cause undue alarm; communicates in person, over the telephone and through two way radio communications equipment and in written form; makes public presentations.

Errors in judgment and in managing the City's water, wastewater, storm water collection and treatment systems, solid waste services, human resources and contractors can result in significant financial loss, the disruption and/or poor quality of related environmental services, and impose undue and substantial expense recovering from errors.

STATEMENT OF DESCRIPTION: *This job specification does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.*

City of Newport, Rhode Island

Classification Description

Job Title: Deputy Utilities Director - Engineering
Department: Utilities
Salary Level: S-11
Job Code: A

POSITION PURPOSE:

Under the direction of the Director of Utilities, plans and directs the activities of the Water Division in the Utilities department. Supervises the full and part time staff of the Water division as well as oversees the operations for the Water Pollution Control division.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *The essential functions/duties and/or responsibilities listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties and/or responsibilities does not exclude them from the position if the work is similar; related or a logical assignment to the position.*

Supervises the operation and maintenance of the Water system including water sources, water treatment plants, distribution systems and water meters.

Responsible for the management of Capital projects for the Water and WPC Divisions.

Prepares Requests for Proposals and contract documents for bidding purposes for projects in the Water and WPC Divisions.

Complies with State and Federal regulatory requirements for Water and WPC divisions.

Coordinates with other City agencies, other municipalities and Navy Station Newport as needed in the operation of the Water and WPC divisions.

Inspects facilities and construction sites to monitor progress and ensure conformance to engineering plans and safety standards. Verifies that the infrastructure systems are consistently operated to meet or exceed performance standards.

Prepares technical or other reports as necessary such as DEM reporting, PUC reporting, DOH reporting, etc. Assists in the periodic PUC rate filing.

Supervises and monitors the WPC Operations and Capital Improvement Contract to ensure contract goals are achieved. Provides interaction with the general public and other city agencies as needed.

Assists the Director of Utilities in providing direction and supervision of employees and management staff; may assist in the training of personnel.

Responsible for establishing and maintaining effective communication and coordination with contractors, vendors, division personnel and City management.

Assist in the preparation and monitoring of the department's division's operating and capital improvement budgets under the direction of the Utilities Director.

Other Functions:

Attends professional meetings and conferences for purposes of discussions, updates in law and information gathering and exchange.

Provides interaction with the general public.

SUPERVISORY RESPONSIBILITIES:

Supervision Scope: Requires minimal supervision and exercises highly responsible duties requiring independent discretion and initiative, complex engineering standards, professional practices, plan review inspection, and technical knowledge.

Supervision Received: The position receives supervision and general direction from the Director of Utilities; responsibilities are managed according to nationally adopted engineering standards, professional practices and in accordance with the applicable provisions of local, state and federal laws and regulations. The position is subject to review and evaluation according to the City's personnel plan.

Supervision Given: Regularly confers with Directors where clarification, interpretation or exception to municipal policy may be required; manages subordinate supervisors who supervise employees of the Public Works Department and is responsible for the overall direction, coordination, and evaluation of this unit. Also, directly supervises non-supervisory employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable Local, State and Federal laws. Regularly supervises and confers with managers and subordinates within the department and exercises control in the development of division policies, goals, and objectives and is expected to resolve conflicts that arise and coordinate with others as necessary.

QUALIFICATIONS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Education, Training and Experience:

Must possess a Bachelor of Science degree from an accredited college or university in the field of Civil Engineering.

Must have six (6) years progressively responsible experience in administrative municipal or civil Water supply and Wastewater functions, of which at least four (4) years must have been in an Administrative and/or supervisory capacity.

Knowledge, Ability and Skill:

Knowledge. Through knowledge of municipal Water and Wastewater operations and management principles, equipment service operations, professional and contracting practices and services; Through knowledge of budgeting and financial preparation and administration; knowledge of

municipal Water and Wastewater operations and management principles; thorough knowledge of budgeting and financial preparation and administration; must understand regulatory Water supply and Water Pollution Control service requirements and the associated infrastructures and operating procedures to satisfy State, Local and Federal requirements.

Ability. Ability to apply managerial and technical knowledge in association with Water and Wastewater management and equipment maintenance operations; ability to provide leadership and emphasizes teamwork, customer satisfaction, flexible problem solving techniques and can direct and supervise a work force successfully; strong technical, analytical and communication skills; ability to work with mathematical concepts; ability to solve practical problems and to deal with a variety of concrete variables in situations where only limited standardization exists; demonstrated ability to deal effectively with individuals and groups in harmonious as well as in adversarial conditions; ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and government regulations; ability to write reports, business correspondence and procedure manuals; ability to effectively present information to the general public and respond to questions.

Skill. Strong analytical skills are required; proficient with a PC, CAD and related computer hardware and software as well as modern office machinery; excellent organizational and communication (verbal and written) skills

CERTIFICATES, LICENSES, REGISTRATIONS:

Must possess a Rhode Island Driver's License.

Must be a registered Professional Engineer in the State of Rhode Island upon hire or able to obtain certification through reciprocity within six (6) months of employment.

PHYSICAL DEMANDS: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this job, the employee is regularly exposed to wet and/or humid conditions, moving mechanical parts, and outside weather conditions. The employee is frequently exposed to fumes or airborne particles, extreme cold, extreme heat, and risk of electrical shock. The employee is occasionally exposed to high, precarious places; toxic or caustic chemicals; explosives; and vibration. The noise level in the work environment is usually moderate.

WORK ENVIRONMENT: *The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Performs work in offices and meeting rooms where conditions are generally accessible to the physically challenged, but subject to seasonally and uncomfortable warm and cool temperatures. Office noise levels are typically moderate while some work may be performed in an emergency and stressful situation.

When in the office, operates computers, other computer peripherals, and standard office equipment such as telephone, copier, and facsimile machine; may be required to operate a two way radio, cellular phone and portable computing equipment.

While performing the duties of this job, the employee is regularly exposed to outside conditions involving wet and/or humid conditions, moving mechanical parts, and typical outside weather conditions. The employee is frequently exposed to fumes or airborne particles, extreme cold, extreme heat, and risk of electrical shock. The employee is occasionally exposed to high, precarious places; toxic or caustic chemicals; explosives; and vibration.

Makes frequent contacts, with city and state officials, other city departments and personnel and others requiring excellent customer service and communication skills; contacts are in person, in writing, by email and by telephone and require discussing complex managerial, administrative, engineering, financial and technical matters.

Errors in judgment, management, and in reporting the City's financial status can result in significant financial loss, the disruption and/or poor quality of City services, and impose undue and substantial expense recovering.

STATEMENT OF DESCRIPTION: *This job specification does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.*

City of Newport, Rhode Island

Classification Description

Job Title: Administrative Assistant
Department: Utilities
Salary Level: S-4
Job Code: B

Position Purpose:

The purpose of this position is to produce professional level clerical work products and services for a City department and/or department head. The incumbent has highly responsible clerical and administrative office duties of significant difficulty including independently maintaining and/or supervising the maintenance of financial, personnel, and other records, transcribing and producing customer quality correspondence and other routine documents, and acting as a liaison with other divisions and city departments. An Administrative Assistant is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *The essential functions/duties and/or responsibilities listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties and/or responsibilities does not exclude them from the position if the work is similar; related or a logical assignment to the position.*

Exercises responsibility for the maintenance of, either manually or by computer, important departmental reports, correspondence, and/or records requiring the careful recording, classification and compilation of information; posts and records information; updates data; checks, sorts, records and files various materials; maintains personnel files; has access to confidential departmental computer applications.

May supervise and train other clerical staff; may assign daily tasks and long-term projects; monitors quality control of service delivery of the clerical staff within a department.

Assists staff, public and other departments in the furnishing of information and resolution of problems; researches questions; handles unusual or difficult situations; answers telephone and in-person inquiries, service requests and complaints from external and internal customers in a helpful, courteous and efficient manner; ascertains the nature of an inquiry, service request or complaint. Those customers requiring assistance beyond the individual's knowledge or experience are referred to the appropriate person or department.

Screens incoming mail and responds appropriately to matters not requiring personal attention of department head or action by a municipal board or other supervisor.

Assists with special projects and numerous administrative tasks. Composes and/or types from copy a variety of correspondence, memorandums, meetings and legal notices, orders, warrants, vouchers, purchase orders, permits, reports, newsletters and agendas.

Schedules appointments and meetings.

May calculate and prepare or supervise the calculation and preparation of payroll or payroll related tasks for the department; may maintain personnel records relating to personnel actions, sick leave, overtime, retirement, holiday leave, vacations, etc.

Maintains records related to the department's budget. Updates and compiles budget details, accounts and summaries; may monitor expenditures and balances within accounts; assists department head with preparation of annual budget; may prepare monthly, annual and quarterly reports; may order supplies.

Communicates official plans, policies and procedures to staff and other City officials.

Interacts with the general public regarding customer service issues, billing questions, and department service delivery; resolves problems or makes referrals to appropriate department staff; acts as liaison among divisions and departments; may consult with state and other agencies regarding department operations and special projects; assists with the department purchasing and payments processing; prepares division payrolls.

Performs similar or related work as required, directed, or as situation dictates.

Supervision:

Supervision Received: Works under the general direction of a department head, generally setting own daily work plan and choosing between appropriate courses of action to achieve defined objectives; refers only unusual cases to supervisor. The position is subject to review and evaluation according to the City's personnel plan.

Supervision Given: May supervise other departmental clerical employees.

Supervision Scope: Performs a variety of very responsible functions of an administrative and technical nature requiring the exercise of judgment to interpret guidelines and carry out assignments independently; work at this level requires a working knowledge of departmental operations, local and state laws; work involves both standard and non-standard practices and techniques; incumbent is called upon to handle a significant amount of detail, each varying from the other in substance and content, requiring incumbent to approach workload with flexibility; exercises considerable judgment in responding to inquiries from the general public and managing assignments.

Work Environment: *The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Work is performed in an office environment that may be subject to moderate noise and recurring interruptions; frequently subjected to the stress of other individuals and the volume and/or rapidity with which tasks must be accomplished.

Operates office computers, printer, typewriter, calculator, telephone, copier, facsimile machine, and all other standard office equipment.

Has frequent contact with other municipal departments, local and state officials, vendors and representatives of outside organizations; may make frequent contacts with the general public. Contacts are primarily in person and by telephone, and involve discussing routine and semi-complex information. Contacts with the public require considerable patience and courtesy.

Has access to department-level confidential information and may have access to other city confidential information; communications content frequently pertains to the formation of policy actions, is often confidential and requires the application of appropriate judgment, discretion and professional office protocols; confidential information may also include employee discipline matters, labor negotiations, legal matters, policy concerns, etc.

Errors could result in considerable confusion and delay and adverse public relations; errors with financial transactions and records could result in financial loss; errors could expose the City of Newport to certain legal liabilities.

QUALIFICATIONS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Education, Training and Experience:

High school degree; additional training in business, secretarial science or related field is desirable; more than three years of experience in general clerical and secretarial work; municipal experience preferred; or any equivalent combination of education and experience.

Knowledge, Ability and Skill:

Knowledge: Thorough knowledge of office procedures, practices and terminology; complete knowledge of the use of office automation applications and equipment, business arithmetic, American business English and spelling; basic knowledge of bookkeeping techniques. A general knowledge of local government and its operations is helpful. Familiarity with pertinent state and local laws relating to departmental operations preferred.

Ability: Ability to organize time, work independently and accomplish tasks despite frequent interruptions. Ability to maintain detailed statistics and other records. Ability to supervise subordinates effectively as may be required; ability to deal effectively and tactfully with the public and to maintain confidential information. Ability to compose correspondence and to prepare, type, and proofread reports as to form and logic flow. Ability to communicate effectively with the public, co-workers, other employees, departments, officials, and other agencies. Ability to maintain detailed budget accounts, financial records, and clerical records.

Skill: Excellent administrative and secretarial skills. Expertise and skill in utilizing personal computers, word processing, database, and spreadsheet applications. Excellent customer service skills. Skill in all of the above listed tools and equipment. Sensitivity to public communications.

PHYSICAL DEMANDS: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

The work is primarily of an intellectual nature but requires a variety of physical capabilities. While performing the duties of this job, the employee is frequently required to sit and talk or hear; occasionally required to walk, stand, use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. This position requires the ability to operate a keyboard and calculator efficiently. The employee must be able to hear normal sounds, distinguish sound as voice patterns and communicate through human speech.

STATEMENT OF DESCRIPTION: *This job specification does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.*

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-26: Why is NWD proposing to recover all rate case expense in the rate year rather than amortizing over a number of years? (HJS D-7, page 53 of 81)

Response: Newport will revise its request and agree to amortize its rate case expense over two years.

Prepared by: Harold Smith and Julia Forgue

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-27: In general terms that do not violate attorney-client privilege, please explain the type of matters that lead to the Test Year Legal & Administrative expense of \$333,848. (HJS D-7, page 54 of 81)

Response: The line item expense for Legal & Admin and Data Processing (MIS) is for reimbursements made to the City of Newport for services it provides to the Water Fund. These expenses are approved by the Commission. The calculation of this overall expense and a breakdown of the individual line items that comprise this overall expense are set forth in HJS Schedule D-17.

Prepared by: William Yost

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-28: Does NWD bill itself for water? (Account 50305, HJS D-7, page 55 of 81)

Response: Yes. NWD meters and bills the headquarters building at 70 Halsey Street for water and sewer charges.

Prepared by: Julia Forgue

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-29: If known, what is the average cost to process a customer payment that is made via check?

Response: Newport requests that customers send payment checks to a postal address, commonly known as a lock box. The collection and processing of these checks is managed by a commercial bank. The average processing cost was approximately \$0.164 per check in FY 2018. This cost excludes checks that are mailed directly to Newport Water Division or physically brought to the City's Collection Department for payment.

Prepared by: William Yost

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-30: Given that NWD is switching to Beacon Mobile, will it continue to pay the Badger/Orion service contract in the rate year? (Schedules page 57 of 81)

Response: Yes, both will be in service during the changeover. Implementation and testing will require an overlap of the software to ensure accurate and timely issuance of bills for our customers.

Prepared by: Rob Schultz

COMM 1-31: Does NWD expect to spend \$5,000 on a brush cutter/mower each year?
(HJS D-9, page 60 of 81)

Response: The amount set forth in HJS D-9 is the rate year expense, and Newport is not seeking expenses beyond the rate year. However, Newport does expect to incur expenses for *all* equipment used in reservoir maintenance, which would include, but not be limited to, brush cutters and mowers. As such, it would be more accurate to label this line item as "Reservoir Maintenance Equipment." It should also be noted that any equipment expenditures over \$15,000 are covered by the capital account, and expenditures below this amount are covered in the operating accounts, such as the line item referenced in this data request.

Prepared by: Harold Smith and Rob Schultz

COMM 1-32: Are the \$17,000 of expenses in Account #50275 Repair and Maintenance going to be incurred each year? (HJS D-10, page 62 of 81)

Response: The amount set forth in HJS D-10 is the rate year expense, and Newport is not seeking expenses beyond the rate year. However, the Sakonnet Pump Station has been in service since 1994 and routine repair and maintenance will be incurred each year.

Prepared by: Harold Smith and Rob Schultz

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-33: Does NWD expect to spend \$5,000 on a brush cutter/mower each year?
(HJS D-9, page 60 of 81)

Response: Please see Newport Water's response to Comm 1-31.

Prepared by: Harold Smith and Rob Schultz

COMM 1-34: Does NWD expect to incur \$14,000 of SCADA maintenance and repair expense each year at Station One? (HJS D-11, page 66 of 81)

Response: The amount set forth in HJS D-11 is the rate year expense, and Newport is not seeking expenses beyond the rate year. However, Newport does expect to incur expense each year to integrate and maintain the SCADA system. With the expansion of Public Drinking Water regulations to include Algal Toxins and more refined distribution requirements (See 216-RIRC-50-05-1), the SCADA will require integration of Source Water and Distribution monitoring (currently preformed manually).

Prepared by: Harold Smith and Rob Schultz

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM 1-35: Does NWD expect to incur \$14,000 of SCADA maintenance and repair expense each year at Lawton Valley? (HJS D-12, page 71 of 81)

Response: Please see Newport Water's response to Comm 1-34.

Prepared by: Harold Smith and Rob Schultz

COMM 1-36: Is NWD a standard offer customer or does it take competitive electric supply? If competitive electric supply, please provide the details of and a copy of the agreement.

Response: NWD is a buyer of competitive electric supply. The City of Newport currently purchases its electric supply from Direct Energy and pays National Grid for distribution and servicing. Attached is a copy of the Direct Energy agreement. The City is currently participating in the Rhode Island Energy Aggregation Program (REAP), which leverages combined municipal purchasing power to supply electricity. The program is administered by the Rhode Island League of Cities and Towns.

Prepared by: William Yost

Date: March 28, 2017	Product Code: NEP_FP_AI_RI
	DIRECT ENERGY BUSINESS, LLC 1001 Liberty Avenue Pittsburgh, PA 15222 Phone: 1-888-925-9115 www.directenergy.com

CUSTOMER INFORMATION

Customer Name: City of Newport	Billing Contact:
Contact Name: Stephen Waluk	Billing Address:
Address: 43 Broadway, Newport, RI 02840-2746	
Telephone: (401) 845-5430	Telephone:
Fax:	Fax:
Email:	

ELECTRICITY TRANSACTION CONFIRMATION - RHODE ISLAND FIXED AI

<p>This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated <u>3/29</u> <u>2017</u>, as may be amended. If the referenced Commodity Master Agreement is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such Commodity Master Agreement. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation.</p> <p>The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the Commodity Master Agreement. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and Commodity Master Agreement; and (ii) the earlier of execution of the Commodity Master Agreement and this Transaction Confirmation by Seller or written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.</p>	
Delivery Period:	<p>For each Service Location, the first meter read date will be on or after: <u>November 30, 2017</u> and will continue for a term of <u>36 Months</u></p> <p>Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.</p> <p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.</p>
Delivery Point:	The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.
Contract Quantity:	Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.
Tax Exemption Status:	<input type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt If exempt, must attach certificate.
Purchase Price:	<p>The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Transaction Confirmation shall be that set forth on the Exhibit A. The Purchase Price includes applicable costs for Commodity; Ancillary Services; renewable energy costs as required; losses; all costs associated with Seller's obligation to provide capacity as applicable by the ISO New England ("Installed Capacity Costs"); all congestion charges, if applicable; and the Services Fee.</p> <p>Without limitation on any other rights or remedies, Purchase Price does not include costs and charges which arise from, or relate to, (i) any ISO, power pool or Utility winter reliability program (or other similar program), including, without limitation, under or in connection with FERC's Order Accepting Tariff Revisions, ISO New England, et al, 148 FERC ¶ 61,179 (September 9, 2014), as may be supplemented, amended or otherwise modified from time to time, or (ii) any other change</p>

	In Law(s). Any such costs and charges are in addition to the Purchase Price and will be passed through to Buyer by Seller.
Bill type:	Dual
Definitions:	<p>"Ancillary Services" means wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.</p> <p>"Exhibit A" refers to the list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead and other Index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.</p> <p>"Services Fee" is the fee for the services provided by Seller to meet the Service Locations' load requirements, which is included in the Purchase Price to be paid by Buyer.</p>
Special Provisions:	<p>1. Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.</p> <p>2. Third Party Charges: Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.</p> <p>3. Right to Rescind: If the aggregate demand at all of Customer's Service Location(s) is less than five hundred (500) kW, Customer has until midnight of the third (3rd) business day following the date that Customer executes this Agreement to call Seller at the above number and cancel (rescind) this Agreement.</p>

<p>BUYER: City of Newport</p> <p>By: <u>Jaura L. Sitrin</u></p> <p>Name: <u>Jaura L. Sitrin</u></p> <p>Title: <u>Director of Finance</u></p> <p>Date: <u>3/29/2017</u></p>	<p>SELLER: Direct Energy Business, LLC</p> <p>By: <u>2017.03</u></p> <p>Name: <u>30 12:25:</u></p> <p>Title: <u>M. J. [Signature]</u></p> <p>Date: <u>33 -05'00'</u></p>
--	--

EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated March 29, 2017 between
DIRECT ENERGY BUSINESS LLC
 and
City of Newport
 for a term of 36 Months

NEP_FP_AI_RI

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
0093946000	LONG WHRF (CITY)	Narragansett	C06	RHODEISLAND	0.4 / N/A	12/05/2017	7.870	3,857
0094634009	WELLINGTON AVE (CITY)	Narragansett	C06	RHODEISLAND	1.1 / N/A	12/05/2017	7.870	2,691
0094653004	CARROLL AVE POLE (CITY)	Narragansett	C06	RHODEISLAND	0.6 / N/A	12/05/2017	7.870	1,897
0095509005	TOURO KAY (CITY)	Narragansett	C06	RHODEISLAND	0.1 / N/A	12/05/2017	7.870	387
0095696003	70 HALSEY ST POLE 16D (CITY)	Narragansett	C06	RHODEISLAND	7.5 / N/A	12/05/2017	7.870	32,742
0196586008	145 POND BRIDGE RD POLE 11 (NEWP)	Narragansett	G32	RHODEISLAND	5.8 / N/A	12/12/2017	7.870	965,185
0234582008	80 HALSEY ST POLE 18A HA (CITY)	Narragansett	C06	RHODEISLAND	11.8 / N/A	12/15/2017	7.870	59,669
0272341009	CONNELL HWY PUMP POLE 86 (CITY)	Narragansett	C06	RHODEISLAND	1.3 / N/A	12/05/2017	7.870	5,104
0313153007	P 38 FOREST AVE POLE 38 (CITY)	Narragansett	G02	RHODEISLAND	28.2 / N/A	12/18/2017	7.870	117,612
0352134000	UNION ST PUMP POLE P50 UN (CITY)	Narragansett	C06	RHODEISLAND	4.5 / N/A	12/22/2017	7.870	38,559
1282387009	116 BROADWAY POLE P 1A O (CITY)	Narragansett	G02	RHODEISLAND	67.1 / N/A	11/30/2017	7.870	322,908
1337869003	CODDINGTON WHRF (CITY)	Narragansett	C06	RHODEISLAND	2.5 / N/A	12/05/2017	7.870	18,106
1338177004	MH46 RUGGLES AVE (CITY)	Narragansett	C06	RHODEISLAND	0.9 / N/A	12/05/2017	7.870	3,509

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
1338414002	TOURO PARK W (CITY)	Narragansett	C06	RHODEISLAND	1.9 / N/A	12/05/2017	7.870	1,406
1338451005	513 BROADWAY POLE P 109 (NEWP)	Narragansett	C06	RHODEISLAND	3.3 / N/A	12/05/2017	7.870	3,477
1339685005	RHODE ISLAND AVE POLE 40 00 (CITY)	Narragansett	C06	RHODEISLAND	0.0 / N/A	12/05/2017	7.870	54
1488193005	DYERS GATE POLE P 34 T (CITY)	Narragansett	C06	RHODEISLAND	6.1 / N/A	12/15/2017	7.870	71,012
1508991001	250 CONNELL HWYPLT BSWR POLE P66A2 (CITY)	Narragansett	G32	RHODEISLAND	313.2 / N/A	12/18/2017	7.870	2,675,878
2583565004	MARY ST POLE P 7H H (CITY)	Narragansett	C06	RHODEISLAND	3.2 / N/A	12/05/2017	7.870	6,397
2584132009	KING ST (CITY)	Narragansett	C06	RHODEISLAND	1.1 / N/A	12/05/2017	7.870	3,480
2584393002	WELLINGTON AVE POLE P 17A (CITY)	Narragansett	C06	RHODEISLAND	0.0 / N/A	12/05/2017	7.870	233
2585698006	RHODE ISLAND AVE POLE 45 00 (CITY)	Narragansett	C06	RHODEISLAND	0.0 / N/A	12/05/2017	7.870	52
2585780009	WELLINGTON AVE POLE 9 (CITY)	Narragansett	A16	RHODEISLAND	0.2 / N/A	12/05/2017	7.870	1,197
2585835009	AMERICA S CUP AVE POLE 18 (CITY)	Narragansett	C06	RHODEISLAND	0.0 / N/A	12/05/2017	7.870	117
2732083002	43 BROADWAY (CITY)	Narragansett	G02	RHODEISLAND	38.5 / N/A	12/05/2017	7.870	183,258
2790483002	600 PARADISE AVE PUMP POLE 47C PA (CITY)	Narragansett	G02	RHODEISLAND	65.3 / N/A	12/20/2017	7.870	128,900
2812086009	513 BROADWAY (NEWP)	Narragansett	S14	RHODEISLAND	0.0 / N/A	12/21/2017	7.870	3,218
2827272008	RUGGLES AVE (CITY)	Narragansett	C06	RHODEISLAND	0.1 / N/A	12/22/2017	7.870	432
3778388009	W MARLBOROUGH ST (CITY)	Narragansett	C06	RHODEISLAND	3.2 / N/A	11/30/2017	7.870	46,412
3813376003	50 WELLINGTON AVE POLE P 6 WE (CITY)	Narragansett	G02	RHODEISLAND	15.2 / N/A	12/04/2017	7.870	151,600

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
3831135000	MARY ST POLE 3B MAR (CITY)	Narragansett	C06	RHODEISLAND	0.5 / N/A	12/05/2017	7.870	1,897
3831703008	NARRAGANSETT AVE (CITY)	Narragansett	C06	RHODEISLAND	0.2 / N/A	12/05/2017	7.870	1,362
3833159008	HAZARD RD POLE 61 84 (CITY)	Narragansett	C06	RHODEISLAND	0.0 / N/A	12/05/2017	7.870	240
3833198005	WAITE S POLE 1 (CITY)	Narragansett	C06	RHODEISLAND	0.1 / N/A	12/05/2017	7.870	310
3848482005	WASHINGTON SQ PARK FOUNTAIN (CITY)	Narragansett	G02	RHODEISLAND	7.5 / N/A	12/05/2017	7.870	37,498
6549776003	ST LIGHTING (CITY)	Narragansett	S14	RHODEISLAND	0.8 / N/A	12/21/2017	7.870	1,510,825
3927286005	175 MEMORIAL BLVD (CITY)	Narragansett	C06	RHODEISLAND	2.0 / N/A	12/12/2017	7.870	4,828
3997969000	VERNON AVE (CITY)	Narragansett	C06	RHODEISLAND	0.0 / N/A	12/18/2017	7.870	43
7518965008	25 WASHINGTON ST (CITY)	Narragansett	G02	RHODEISLAND	36.8 / N/A	12/05/2017	7.870	401,968
7518966005	100 LONG WHRFPUMPG POLE STATIO (CITY)	Narragansett	G02	RHODEISLAND	74.1 / N/A	12/05/2017	7.870	440,700
7572122007	LONG WHRF POLE P 11C (CITY)	Narragansett	C06	RHODEISLAND	0.5 / N/A	12/05/2017	7.870	936
7572771000	BANCROFT AVE POLE J7 (CITY)	Narragansett	G02	RHODEISLAND	4.5 / N/A	12/04/2017	7.870	30,717
4057778000	ELLERY RD (CITY)	Narragansett	S14	RHODEISLAND	0.0 / N/A	12/21/2017	7.870	1,895
7574155004	70 HALSEY ST POLE 173 (CITY)	Narragansett	C06	RHODEISLAND	3.2 / N/A	12/05/2017	7.870	14,791
7589385005	RUGGLES AVE POLE 56 RUG (CITY)	Narragansett	C06	RHODEISLAND	1.6 / N/A	12/05/2017	7.870	10,501
7628540008	E MAIN RD WATER TANK GOULART (CITY)	Narragansett	C06	RHODEISLAND	1.5 / N/A	12/08/2017	7.870	8,877
7666971005	175 MEMORIAL BLVD (CITY)	Narragansett	C06	RHODEISLAND	0.6 / N/A	12/12/2017	7.870	3,502
4058638005	BLISS RD (CITY)	Narragansett	S14	RHODEISLAND	0.0 / N/A	12/21/2017	7.870	4,710

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
4072882005	L6 SHEFFIELD AVE (CITY)	Narragansett	C06	RHODEISLAND	0.2 / N/A	12/22/2017	7.870	1,080
7796744009	WELLINGTON AVE POLE 9 (CITY)	Narragansett	S14	RHODEISLAND	0.0 / N/A	12/21/2017	7.870	347
5060542006	35 GOLDEN HILL ST (CITY)	Narragansett	C06	RHODEISLAND	5.0 / N/A	12/05/2017	7.870	31,157
5060547001	WEBSTER ST POLE 18 WEB (CITY)	Narragansett	G02	RHODEISLAND	3.7 / N/A	12/04/2017	7.870	20,100
5078575000	ALPOND DR POLE PP 2B (CITY)	Narragansett	C06	RHODEISLAND	0.1 / N/A	12/05/2017	7.870	350
5078581008	HAZARD RD (CITY)	Narragansett	C06	RHODEISLAND	0.5 / N/A	12/05/2017	7.870	2,137
5080282001	280 SPRING ST (CITY)	Narragansett	C06	RHODEISLAND	2.7 / N/A	12/05/2017	7.870	9,153
5080348004	THAMES ST POLE 28 (CITY)	Narragansett	C06	RHODEISLAND	0.1 / N/A	12/05/2017	7.870	595
5173599002	ELLERY RD POLE P 22 E (CITY)	Narragansett	G02	RHODEISLAND	14.6 / N/A	12/12/2017	7.870	81,500
5173603001	175 MEMORIAL BLVD (CITY)	Narragansett	G02	RHODEISLAND	25.9 / N/A	12/05/2017	7.870	175,523
5243073006	MAPLE AVE POLE 21X (CITY)	Narragansett	C06	RHODEISLAND	5.2 / N/A	12/18/2017	7.870	25,473
8767010004	GOAT IS (CITY)	Narragansett	C06	RHODEISLAND	1.9 / N/A	12/05/2017	7.870	5,883
8802407001	LEESWHRF POLE P 31 E (CITY)	Narragansett	C06	RHODEISLAND	0.3 / N/A	12/04/2017	7.870	775
8820371004	FREEBODY ST (CITY)	Narragansett	C06	RHODEISLAND	6.1 / N/A	12/05/2017	7.870	34,524
8820374005	MIDDLETON AVE POLE P 6 FR (CITY)	Narragansett	C06	RHODEISLAND	0.0 / N/A	12/05/2017	7.870	29
8820583004	MURRAY PL (CITY)	Narragansett	C06	RHODEISLAND	1.0 / N/A	12/05/2017	7.870	9,990
8820734001	OLD FORT RD (CITY)	Narragansett	C06	RHODEISLAND	11.9 / N/A	12/05/2017	7.870	45,201
8821495003	HALSEY ST POLE 20A (CITY)	Narragansett	C06	RHODEISLAND	1.4 / N/A	12/05/2017	7.870	15,159
5303545007	ST LIGHTING LOT L (CITY)	Narragansett	S14	RHODEISLAND	0.0 / N/A	12/21/2017	7.870	5,133
8984092004	43 CHAFFEE BLVD LGHTG POLE 86 (CITY)	Narragansett	C06	RHODEISLAND	4.3 / N/A	12/18/2017	7.870	26,430

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
6272091000	21 W MARLBOROUGH STPOLE 16 AME (CITY)	Narragansett	G02	RHODEISLAND	25.0 / N/A	11/30/2017	7.870	123,613
6307945004	DEBLOIS ST (CITY)	Narragansett	G02	RHODEISLAND	3.3 / N/A	12/04/2017	7.870	21,763
6326839003	119 TOURO ST POLE P 1 HI (CITY)	Narragansett	C06	RHODEISLAND	4.4 / N/A	12/05/2017	7.870	19,040
6327462006	245 MAPLE AVE POLE 29 00 (CITY)	Narragansett	C06	RHODEISLAND	0.7 / N/A	12/05/2017	7.870	1,633
6420679005	100 BLISS MINE RD (CITY)	Narragansett	G32	RHODEISLAND	199.4 / N/A	12/12/2017	7.870	1,485,664
6420683009	175 MEMORIAL BLVD APT 1 (CITY)	Narragansett	C06	RHODEISLAND	20.8 / N/A	12/12/2017	7.870	88,466
9057501004	TRAFFIC LGTS (CITY)	Narragansett	C06	RHODEISLAND	4.3 / N/A	12/22/2017	7.870	19,224
2750703007	HILLSIDE AVE (CITY)	Narragansett	C06	RHODEISLAND	0.6 / N/A	12/18/2017	7.870	589
5077967004	EQUALITY PARK PL LOTL (CITY)	Narragansett	C06	RHODEISLAND	0.0 / N/A	12/05/2017	7.870	246
8847109011	1 WASHINGTON SQTRAFFIC SIGNAL (CITY)	Narragansett	C06	RHODEISLAND	0.2 / N/A	12/05/2017	7.870	930
3831454000	514 THAMES ST POLE 43 (CITY)	Narragansett	C06	RHODEISLAND	3.2 / N/A	12/05/2017	7.870	10,553
7207206001	MEMORIAL BLVD POLE 2 (CITY)	Narragansett	G02	RHODEISLAND	66.0 / N/A	12/05/2017	7.870	58,000
5667351005	WELLINGTON AVEPOLE 23A PIER (CITY)	Narragansett	C06	RHODEISLAND	0.5 / N/A	12/05/2017	7.870	1,517
1339706018	232 MAPLE AVEPOLE 25 LIGHTING (CITY)	Narragansett	C06	RHODEISLAND	1.7 / N/A	12/05/2017	7.870	9,338
5327606007	100 OLD FORT RDFIELD POLE 49 (CITY)	Narragansett	C06	RHODEISLAND	0.0 / N/A	12/05/2017	7.870	25
6676502002	HILLSIDE AVELGHTS SGT WEIDEMAN (CITY)	Narragansett	C06	RHODEISLAND	1.7 / N/A	12/05/2017	7.870	8,299
1330235018	2154 W MAIN RD WATER PLANT (CITY)	Narragansett	G32	RHODEISLAND	179.2 / N/A	12/27/2017	7.870	1,338,935

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
6810626009	2154 W MAIN RD RAWWATER (CITY)	Narragansett	C06	RHODEISLAND	88.4 / N/A	12/08/2017	7.870	641,100
Total Annual Usage:								11,644,423

*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

Monthly Contract Quantity

kWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017											1,087	528,984
2018	1,021,061	883,011	892,333	856,695	839,766	823,508	1,034,797	1,217,835	1,101,467	1,081,420	918,926	968,503
2019	1,021,061	883,011	890,149	858,865	839,766	821,682	1,037,808	1,215,892	1,103,089	1,081,420	914,034	968,289
2020	1,021,061	912,893	892,333	858,865	836,150	825,333	1,040,420	1,213,950	1,104,720	1,079,247	914,034	430,444

*Usage values in the above table represent the aggregated Usage for all Service Locations for a month

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Accepted and Agreed to:

By: *James J. Stein* Date: 3/29/17

Billing Address update required for ERM Accounts Yes No

LDC Account to be used to identify account for Scanning



This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and City of Newport ("Buyer" or "Customer"), (each a "Party" and collectively, the "Parties") is entered into and effective as of March 29, 2017

1. Transactions: The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (I) confirmation of the Actual Quantity, (II) any Utility discrepancy or adjustment or (III) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. Taxes: Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. Disputes: If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than

for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

7. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. Buyer's Usage Obligations:

A. Material Usage Deviation If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

B. Balancing Charges: For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. Curtailments: For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. Force Majeure: A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the

non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (I) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (II) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

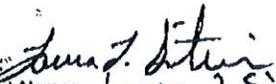
14. Other:

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to:

Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (l) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (l) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

BUYER: City of Newport

By: 
Print Name: Laura J. Sittin
Title: Director of Finance
Date: 3/29/2017

SELLER: DIRECT ENERGY BUSINESS, LLC

Direct Energy Business Marketing, LLC
By: 
Print Name: 2017.03.30
Title: 12:25:23 -
Date: 05'00'

COMM 1-37: Is NWD's electricity consumption driven (at least in part) by the volume of water it treats and delivers? If yes, why has NWD used a downward trend to project rate year water consumption and not done the same to project rate year kWh consumption?

Response: No, Newport Water's baseload is fairly constant with only minor impact from volume treated. Newport's electrical consumption is driven by other factors, which include raw water quality and the use of Advanced Water Treatment (AWT) at the plants, and the source from which Newport draws water. If the raw water quality is poor, energy consumption increases as it takes more energy to treat and produce finished water. And if Newport draws water from remote sources, more energy is used to pump water to the plants.

Prepared by: Rob Schultz

CERTIFICATION

I hereby certify that on April 17, 2019, 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.

Parties/Address	E-mail Distribution	Phone
Julia Forgue, Director of Public Works Newport Water Department 70 Halsey St. Newport, RI 02840	jforgue@cityofnewport.com ;	401-845-5601
	lsitrin@CityofNewport.com ;	
	rschultz@CityofNewport.com ;	
	wyst@CityofNewport.com ;	
Harold Smith Raftelis Financial Consulting, PA 511 East Blvd. Charlotte, NC 28203	Hsmith@raftelis.com ;	704-373-1199
Tiffany Parenteau, Esq. Christy Hetherington, Esq. Dept. of Attorney General 150 South Main St. Providence, RI 02903	Chetherington@riag.ri.gov ;	401-222-2424
	TParenteau@riag.ri.gov ;	
	pat.smith@dpuc.ri.gov ;	
	John.bell@dpuc.ri.gov ;	
	al.mancini@dpuc.ri.gov ;	
	Mfolcarelli@riag.ri.gov ;	
Jerome Mierzwa Lafayette Morgan Exeter Associates, Inc. 10480 Little Patuxent Parkway, Suite 300 Columbia, MD 21044	jmierzwa@exeterassociates.com ;	410-992-7500
	lmorgan@exeterassociates.com ;	

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4933
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

File an original and nine (9) copies w/: Luly E. Massaro, Commission Clerk John Harrington, Commission Counsel Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2107
	John.harrington@puc.ri.gov ;	
	Margaret.hogan@puc.ri.gov ;	
	Cynthia.WilsonFrias@puc.ri.gov ;	
	Alan.nault@puc.ri.gov ;	
	Sharon.ColbyCamara@puc.ri.gov ;	
Peter Regan, Esq.	Pregan@SRT-law.com ;	401-849-3040
Adam Ramos, Esq.	aramos@hinckleyallen.com ;	
Jessica C. Lynch, PWFD	jlynch@portsmouthwater.org ;	
Kelsey A. Harrer, Dept. of Navy	kelsey.a.harrer@navy.mil ;	
Dr. Kay Davoodi, Dept. of Navy	Khojasteh.davoodi@navy.mil ;	
Larry Allen	Larry.r.allen@navy.mil ;	

Joseph A. Keough, Jr., Esquire # 4925
KEOUGH & SWEENEY, LTD.
41 Mendon Avenue
Pawtucket, RI 02861
(401) 724-3600 (phone)
(401) 724-9909 (fax)
jkeoughjr@keoughsweeney.com