

KENT COUNTY WATER AUTHORITY

BOARD MEETING MINUTES

May 18, 2005

The Board of Directors of the Kent County Water Authority held its monthly meeting in the Joseph D. Richard Board Room at the office of the Authority on May 18, 2005.

Chairman Perry opened the meeting at 3:35 P.M. Chairman Perry, Board Members, Mrs. Graham, Mr. Masterson, Mr. Boyer and Mr. Gallucci, were present together with the General Manager Timothy J. Brown, Director of Administration & Finance Arthur Williams Technical Service Director John Duchesneau, System Engineer, Kevin J. Fitta, Legal Counsel, Joseph J. McGair, and other interested parties.

The minutes of the Board meeting of April 20, 2005 and the Special Board meeting minutes of April 29, 2005 were moved for approval by Board Member Boyer and seconded by Board Member Graham and the minutes were unanimously approved.

Guests:

High Service Reviews (Outstanding and for Board Action)

The Chairman reminded all in attendance that the standard conditions attached as "A", will, as in the recent past, continue with minor modifications to be required for approvals in lieu of a moratorium until such time as the water shortage is no longer an issue.

Outstanding

Carmine Oliveri appeared on behalf of the ASCO Group, Inc. regarding water service to Valerie Drive, West Greenwich and he stated that in order to build on the lots it will require Kent County Water Authority water connection which can not be serviced by a well because of the dimensional problem. Mr. Oliveri was in agreement with the standard conditions placed upon Board approvals.

It was moved by Board Member Graham and seconded by Board Member Boyer to approve water service connection to the ASCO Group, Inc. to the Valerie Drive, West Greenwich real estate with the following conditions:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.

2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be adversely impacted by continuing to expand water supply to the project.

3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.

4. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.

5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

6. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparations shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect the public health, safety and general welfare as it relates to the public water supply. The owners, applicant, agents and assigns agree to forego any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgement and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) business days in order to be effective.

And it was unanimously,

VOTED: To approve water service connection to the ASCO Group, Inc. to the Valerie Drive, West Greenwich real estate with the following conditions:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.

2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be adversely impacted by continuing to expand water supply to the project.

3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.

4. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.

5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

6. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparations shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect the public health, safety and general welfare as it relates to the public water supply. The owners, applicant, agents and assigns agree to forego any claims of entitlement or litigation, whatsoever, in

conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgement and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) business days in order to be effective.

2 Kirker Drive, East Greenwich

Mojjaba Rajaei was present and he stated that in order to build his home at 1627 Middle Road, East Greenwich, the Town requires that he must have public water.

This is across from Middle Hollow subdivision. The connection would be from the meter pit to the home and he would need to do a 300 foot service line, which the applicant was aware of and the applicant was aware of the standard conditions and was in agreement with the same.

It was moved by Board Member Masterson and seconded by Board Member Graham to approve the water service connection to the property located at 1627 Middle Road, East Greenwich with the following conditions:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.
2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be adversely impacted by continuing to expand water supply to the project.
3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.
4. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.
5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

6. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparations shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect the public health, safety and general welfare as it relates to the public water supply. The owners, applicant, agents and assigns agree to forego any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgement and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) business days in order to be effective.

And it was unanimously,

VOTED: To approve the water service connection to the property located at 1627 Middle Road, East Greenwich with the following conditions

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.

2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be adversely impacted by continuing to expand water supply to the project.

3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.

4. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.

5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

6. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparations shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect the public health, safety and general welfare as it relates to the public water supply. The owners, applicant, agents and assigns agree to forego any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgement and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) business days in order to be effective.

22 Marian Drive, Coventry

George Olney could not appear due to a conflict. However, the Chairman stated that the residential property is located on Johnson's Pond and a water line is present and he needs to tie into and he will not use irrigation outside nor will he activate the same and is aware of and will abide by the standard conditions.

It was moved by Board Member Boyer and seconded by Board Member Masterson to approve the water service connection to the property located at 22 Marian Drive, Coventry with the following conditions:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.

2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County

Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be adversely impacted by continuing to expand water supply to the project.

3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.

4. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.

5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

6. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparations shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect the public health, safety and general welfare as it relates to the public water supply. The owners, applicant, agents and assigns agree to forego any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgement and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) business days in order to be effective.

And it was unanimously,

VOTED: To approve the water service connection to the property located at 22 Marian Drive, Coventry with the following conditions:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.

2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be adversely impacted by continuing to expand water supply to the project.

3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.

4. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.

5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

6. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparations shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect the public health, safety and general welfare as it relates to the public water supply. The owners, applicant, agents and assigns agree to forego any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and

applicant must execute the acknowledgement and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) business days in order to be effective.

53 Mohawk Trail

Mr. and Mrs. Paul Ross, were present and they explained that they just bought the property and the well has run virtually dry and what they can obtain is unpotable and the house will not be habitable unless they obtain permission to extend the water line to their property and they will accept all of the standard conditions.

It was moved by Board Member Boyer and seconded by Board Member Masterson to approve the water service connection to the property located at 53 Mohawk Trail, West Greenwich with the following conditions:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.
2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be adversely impacted by continuing to expand water supply to the project.
3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.
4. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.
5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.
6. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparations shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect the public health, safety and general welfare as it relates to the public water supply. The owners, applicant, agents and assigns agree to forego any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgement and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) business days in order to be effective.

And it was unanimously,

VOTED: to approve the water service connection to the property located at 53 Mohawk Trail, West Greenwich with the following conditions:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.
2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be adversely impacted by continuing to expand water supply to the project.
3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.
4. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.

5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

6. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparations shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect the public health, safety and general welfare as it relates to the public water supply. The owners, applicant, agents and assigns agree to forego any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgement and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) business days in order to be effective.

Reconsideration of Wal-Mart approval (April 29, 2005)

John Kucich PE of Bohler Engineering was present to represent the Wal-Mart project to request an extension up to and including 20 days from May 2, 2005 (approval letter date) in order that Wal-Mart execute the permit. This extension was sought because of the fact that it is such a large corporation. This was verified by a letter from John Garrahy who represents Wal-Mart and is attached as “**B**”.

Board Member Masterson stated that at the Board meeting of April 29, 2005 that the representatives of the developer and Wal-Mart were aware of the standard conditions being placed upon all recent approvals for water service which Board Member Masterson said were inadvertently left out of the motion to approve Wal-Mart and Wingate Hotel. Board Member Graham concurred with Board Member Masterson and stated that the conditions were put in place out of caution for the protection of the customers for potable water and fire protection. The Chairman also stated that all at the meeting on April 29, 2005 were aware of the standard conditions.

Board Member Masterson stated that since he was on the prevailing side of the unanimous approval for water connection to the Wal-Mart project on April 29, 2005 and Board Member Masterson moved to reconsider the approval of the water service connection to Wal-Mart as voted on by this Board on April 29, 2005 and it was seconded by Board Member Graham, who was also on the prevailing side, and it was unanimously,

VOTED: To reconsider the approval of water service connection to Wal-Mart.

Board Member Masterson re-stated that the standard conditions for the conditional approval were inadvertently omitted from the meeting on April 29, 2005 and this oversight needed to be corrected and that interested parties were aware of the conditions. Board Member Boyer stated that he believed that the acknowledgement execution required twenty (20) days because of the size of Wal-Mart corporate and all of the Board members agreed and that all subsequent conditional approval acknowledgements should be twenty (20) days to allow for more turnaround time.

Board Member Masterson moved and it was seconded by Board Member Graham to amend the Wal-Mart approval of April 29, 2005 as follows:

To approve the application for water service to Wal-Mart in the Center of New England with the following standard conditions:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.
2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may adversely be impacted by continuing to expand water supply to the project.
3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this conditional approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.
4. A formal application with the necessary design drawings flow calculations including computer hydraulic modeling must be provided to fully evaluate this project and the potential impact on the existing public water supply system. Upon review of formal application, the Kent County Water Authority may void this approval or any portion thereof in its sole interpretation if it appears that expanding service or allowing additional consumers to be served will injuriously withdraw water from the Kent County Water Authority supply wholly or in part from customers already being supplied by the Authority.

5. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.

6. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

7. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparation shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlements to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect public health, safety and general welfare as it related to the public water supply. The owners, applicants agents and assigns agreed to forgo any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgment and receipt of these conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) business days in order to be effective.

And it was unanimously,

VOTED: To amend the Wal-Mart approval of April 29, 2005 to approve the application for water service to Wal-Mart in the Centre of New England with the standard conditions as follows:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.

2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may adversely be impacted by continuing to expand water supply to the project.

3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be

predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this conditional approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.

4. A formal application with the necessary design drawings flow calculations including computer hydraulic modeling must be provided to fully evaluate this project and the potential impact on the existing public water supply system. Upon review of formal application, the Kent County Water Authority may void this approval or any portion thereof in its sole interpretation if it appears that expanding service or allowing additional consumers to be served will injuriously withdraw water from the Kent County Water Authority supply wholly or in part from customers already being supplied by the Authority.

5. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.

6. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

7. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparation shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlements to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect public health, safety and general welfare as it related to the public water supply. The owners, applicants agents and assigns agreed to forgo any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgment and receipt of these conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) business days in order to be effective.

Reconsideration of Wingate Hotel approval (April 29, 2005)

Board Member Masterson stated that at the Board meeting of April 29, 2005 that the representatives of the developer and Wingate Hotel were aware of the standard conditions being placed upon all recent approvals for water service which Board

Member Masterson said were inadvertently left out of the motion to approve Wingate Hotel. Board Member Graham concurred with Board Member Masterson and stated that the conditions were put in place out of caution for the protection of the customers for potable water and fire protection. The Chairman also stated that all at the meeting on April 29, 2005 were aware of the standard conditions.

Board Member Masterson stated that since he was on the prevailing side of the unanimous approval for water connection to the Wingate Hotel project on April 29, 2005 and Board Member Masterson moved to reconsider the approval of the water service connection to Wingate Hotel as voted on by this Board on April 29, 2005 and it was seconded by Board Member Graham who was also on the prevailing side and it was unanimously,

VOTED: To reconsider the approval of water service connection to Wingate Hotel.

Board Member Masterson re-stated that the standard conditions for the conditional approval were inadvertently omitted from the meeting on April 29, 2005 and this oversight needed to be corrected and that interested parties were aware of the conditions.

Board Member Masterson moved and it was seconded by Board Member Graham to amend the Wingate Hotel approval of April 29, 2005 as follows:

To approve the application for water service to Wingate Hotel in the Centre of New England with the following standard conditions:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.
2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be impacted by continuing to expand water supply to the project.
3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously

withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.

4. A formal application with the necessary design drawings flow calculations including computer hydraulic modeling must be provided to fully evaluate this project and their potential impact on the existing public water supply system. Upon review of formal application, the Kent County Water Authority may void this approval or any portion thereof in its sole interpretation if it appears that expanding service or allowing additional consumers to be served will injuriously withdraw water from the Kent County Water Authority supply wholly or in part from customers already being supplied by the Authority.

5. Approval automatically becomes void by failure of the application to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.

6. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

7. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparation shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect public health, safety and general welfare as it related to the public water supply. The owners, applicants agents and assigns agreed to forgo any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgment and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) days in order to be effective.

And it was unanimously,

VOTED: To amend the Wingate Hotel approval of April 29, 2005 to approve the application for water service to Wingate Hotel in the Centre of New England with the following standard conditions:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicant's sole risk if additional water supply is not available as stated infra.

2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be impacted by continuing to expand water supply to the project.

3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.

4. A formal application with the necessary design drawings flow calculations including computer hydraulic modeling must be provided to fully evaluate this project and their potential impact on the existing public water supply system. Upon review of formal application, the Kent County Water Authority may void this approval or any portion thereof in its sole interpretation if it appears that expanding service or allowing additional consumers to be served will injuriously withdraw water from the Kent County Water Authority supply wholly or in part from customers already being supplied by the Authority.

5. Approval automatically becomes void by failure of the application to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.

6. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

7. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparation shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent

the future exercise of the Kent County Water Authority power to protect public health, safety and general welfare as it related to the public water supply. The owners, applicants agents and assigns agreed to forgo any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgment and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within twenty (20) days in order to be effective.

Legal Matters

Welgen Tank (Amgen/Immunex) Mechanics Lien (Coughlin)

There has been no recent activity with respect to the Superior Court granting of Kent County Water Authority Motion to Intervene on September 27, 2004. Legal counsel will continue to monitor.

Welgen Tank (Amgen/Immunex) Mechanics Lien II (D & N Insulation Company)

There has been no recent activity with respect to the Superior Court's granting of Kent County Water Authority Motion to Intervene on December 13, 2004. Legal counsel will continue to monitor.

John Rocchio Corporation – (Monies Owed)

District Court is in discovery phase and Superior Court mandatory arbitration phase is now in process with Mark McSally, Esq. appointed by the Court.

Blackrock Road Transmission Main/ C.B. Utilities

The matter will be discussed by the General Manager later in this meeting.

Bald Hill Pumping Station Easements

Research regarding the status of easements at the subject site has been conducted by Petrarca and McGair, Inc. and forwarded to Kent County Water Authority for review. The station is located on a parcel of land designated as Lot 31 on AP 241. The City of Warwick along with abutting lots 20, 29 and 33 granted easements to Kent County Water Authority for the purposes of a pumping station. More specifically, abutting lot owners (AP 241, Lots 29 and 20) granted easements to Kent County Water Authority for ingress/egress and water line. Kent County Water Authority shares ingress/egress easement rights with abutting lot owners. There is a storm drain easement front Kent County Water Authority site. A 20' sewer easement affects Lot 29 for the benefit of Lot 20.

Substantial Completion Language

Definition of Substantial Completion has been drafted by Legal Counsel and General Manager and is now being included in all contracts.

Kent County Water Authority Building Title

Legal Counsel has completed a 50 year title research for a portion of the subject site. The chain of title requires 50 year research from two prior owners in the chain of title.

Setian Lane Tank/Frenchtown/Allstate Boiler

There was a meeting on March 9, 2005 and April 20, 2005 at Kent County Water Authority with Allstate Boiler and its surety and Kent County Water Authority and its engineers and Legal Counsel in an attempt to settle the matter.

Relocation of Working Tank Site – Read School House Road

Relocating the site of the tank would be more cost effective. The desired site is owned by the Town of Coventry and designated as open space and will be discussed infra by the General Manager.

Oaklawn Avenue, Cranston – Citizens Bank Easement

Legal Counsel has contacted Robert Permanente of Citizens Bank and he is following up with its legal department as to the status of the execution of the deed.

Water line extension off Tollgate Road, Warwick

Kent County Water Authority was granted permission to extend the water line between Gilbert and Plantations Streets. This permission is evidenced by 3/10/05 correspondence from the City Engineer, John F. DeLucia and Kent County Water Authority will coordinate the work with the City of Warwick Engineering Department and counsel will be contacting the Solicitor.

Director of Finance Report:

Mr. Williams explained and submitted the financial report and comparative balance sheets, statements of revenues, expenditures, and cash receipts, disbursements through March 31, 2005 which is attached as “C” and after discussion, Board Member Boyer moved and seconded by Board Member Graham to accept the reports and attach the same as an exhibit and that the same be incorporated by reference and be made a part of these minutes and it was unanimously,

VOTED: That the financial report, comparative balance sheet statement of revenues, expenditure, cash receipts and disbursements through March 31, 2005, be approved as presented and be incorporated herein and are made a part hereof as “C”.

POINT OF PERSONAL PRIVILEGE AND COMMUNICATION:

The Chairman was recently in attendance at the Water Resources Board and was aware of a Masters Thesis from a Brown graduate student which had inaccurately stated the Kent County Water Authority Capacity. He stated that perceptions are usually incorrect and there is much misinformation in the community and we have to be vigilant to help the customer base to understand the reality of the water shortage. He has requested a copy of the thesis and additionally there will be three Brown Graduate students who will give their summaries at Brown Environmental Science Center next Monday. The Chairman sent a letter on May 9, 2005 to the Coventry Town Council President to explain the status of the conditional approvals which is attached as “D”.

Board Member Boyer stated that there have been recent articles in the newspaper that have placed Board Member Gallucci in a difficult position regarding legislation for Warwick takeover of water system of Kent County Water Authority which serves Warwick.

Board Member Gallucci explained the myriad of issues which have been released to the print media and most are inaccurate.

The General Manager announced that the rate filing starts tomorrow for the public comment and all are welcome.

Board Member Graham stated that there was an article in the Providence Journal which stated that negative articles do not help in this shortage of water. Board Member Masterson suggested to Representative Trillo that a study ought to be performed regarding water issues introduced by City of Warwick.

Board Member Gallucci said that it is a multi-sided problem which must be discussed with the City Administration.

General Manager / Chief Engineer's Report:

OLD BUSINESS

None.

NEW BUSINESS:

Legislative Affairs:

Cross Connection Control Legislation

The bill was introduced and has not been heard and the lobbyist will continue to track.

Current Bills Introduced

None that the Authority is aware of.

Exemption odd/even watering

Pots and Peddles Request

Howard Cook of 35 Winthrop Avenue, West Warwick (his residence) requested an exemption pursuant to §1.75 of the Rules and Regulations of Kent County Water Authority regarding potted plants for commercial sale.

It was moved by Board Member Graham and seconded by Board Member Boyer to grant an exemption pursuant to §1.75 of the Rules and Regulations of Kent County Water Authority for Howard Cook of 35 Winthrop Avenue, West Warwick for the growing of potted plants for commercial sale and it was unanimously,

VOTED: To grant an exemption pursuant to §1.75 of the Rules and Regulations of Kent County Water Authority for Howard Cook of 35 Winthrop Avenue, West Warwick for the growing of potted plants for commercial sale.

General Discussion of Water Supply Issues:

The Chairman stated that after a protracted meeting with C & E Engineering and after reviewing all of the data that he was certain that the water supply issue was in a critical state. The General Manager reviewed the Supply Option Summary Overview which was given to the Board and attached as “E”. The General Manager stated that there are 10 to 15 days each summer which represents a critical crux of the water problem in a dry summer together with a concern about fire protection.

Warwick Resolution Purchase System

This was sent to the General Assembly from Warwick City Council in PCR-76-05.

PUC Rate Case Update

The data requests were sent to the Commission and the testimony commences tomorrow.

Agreements

Coventry Paving Cost Sharing Agreement

The General Manager stated the Town of Coventry and the Authority wish to share costs on the paving of several streets which follow the installation of new water lines and will save both considerable money.

It was moved by Board Member Boyer and seconded by Board Member Graham to authorize the Chairman to execute the Agreement regarding Coventry Paving Cost Sharing between this Town of Coventry and Kent County Water Authority and is attached as “F” and it was unanimously,

VOTED: To authorize the Chairman to execute the Agreement regarding Coventry Paving Cost Sharing Agreement between the Town of Coventry and Kent County Water Authority.

Sewer/Water Records Usage Agreement

The General Manager explained to the Board that Kent County Water Authority has agreements with other municipalities to provide them with water usage records for sewer billing purposes in areas covered by Kent County Water Authority. The Kent County Water Authority receives \$1.00 per record per use and that this is beneficial to both municipality and Kent County Water Authority and that an agreement which is attached as “G”.

It was moved by Board Member Boyer and seconded by Board Member Graham to authorize the Chairman to execute the agreement for the Coventry sewer/water records usage and it was unanimously,

VOTED: To authorize the Chairman to execute the agreement for the Coventry sewer/water records usage.

CAPITAL PROJECTS: **INFRASTRUCTURE PROJECTS :**

All Capital Projects and Infrastructure Projects are addressed in an exhibit attached as “H” as prepared and described to the Board by the General Manager with general discussion following.

Board Member Graham made a Motion to adjourn, seconded by Board Member Boyer and it was unanimously,

VOTED: To adjourn the meeting at 6:25 P.M.

Secretary Pro Tempore

EXHIBIT A

May 18, 2005

[Date]

[Name]

[Company]

[Street]

[City, State Zip]

Re: Service Conditional Approval
[Ref. for each project]

Dear [Addressee]:

As you are aware, through your attendance at the Kent County Water Authority Board meeting on _____ that accelerated development has caused a deficient condition in the high service gradient that supplies water to this project. The Authority has been studying potential initiatives to increase water supply but these initiatives will take at least three to five years to be operative as long as adequate funding can be made available and construction can move forward without any delays, including permitting. After considering these factors the Kent County Water Authority Board has reviewed your request for service and all pertinent data presented during the _____ Board meeting, and based upon representations made by you and/or your company at the Board meeting and by certain findings by the Board at the _____ Board meeting, the Kent County Water Authority Board voted to conditionally approve your request **[add in specific project or phased schedule]** with the following stipulations:

1. The Kent County Water Authority is not a guarantor of water supply for this approval and any construction or third party commitments, contracts or agreements are at the applicants sole risk if additional water supply is not available as stated infra.
2. The obtaining of additional water supply by the Kent County Water Authority is necessary to adequately service the full potential of this project and the Kent County Water Authority may at its discretion void or revoke this approval or any portion thereof, at any time, by virtue of its sole interpretation that the health, welfare or safety of the existing customers may be impacted by continuing to expand water supply to the project.
3. Delays in construction of Kent County Water Authority system supply improvements necessary to adequately service the needs of this project cannot be predicted, thus, the Kent County Water Authority shall as it deems necessary and in its sole discretion void or revoke this approval or any portion of this conditional approval if this expansion of this service results in adverse conditions beyond the current consumption or by allowing additional consumers to be served which will injuriously withdraw water from the Kent County Water Authority wholly or in part from those who have already been supplied by the Authority.
4. A formal application with the necessary design drawings, flow calculations including computer hydraulic modeling must be provided to fully evaluate this project and their potential impact on the existing public water supply system. Upon review of formal

application, the Kent County Water Authority may void this approval or any portion thereof in its sole interpretation if it appears that expanding service or allowing additional consumers to be served will injuriously withdraw water from the Kent County Water Authority supply wholly or in part from customers already being supplied by the Authority.

5. Approval automatically becomes void by failure of the applicant to start construction within six months of the approval of the permit application or failure to complete construction within twelve (12) months of the construction commencement date or due to failure to comply with any condition imposed by the permits.
6. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.
7. Xeroscape landscaping shall be employed on the property and (outside) irrigation systems may not be installed or connected to the public water system. Proper planting bed (high water holding capacity) soil preparation shall be employed.

This approval does not give the applying parties any specific rights or legally binding entitlement to water service and the Kent County Water Authority shall be held harmless by the applicant from any issue or lawsuit coincident hereto including costs and attorney fees to this conditional approval. Notwithstanding any other provision of law or regulation, approval of water service hereunder shall not be deemed to prevent the future exercise of the Kent County Water Authority power to protect public health, safety and general welfare as it relates to the public water supply. The owners, applicant, agents and assigns agree to forgo any claims of entitlement or litigation, whatsoever, in conjunction with acceptance of this conditional approval. The owner and applicant must execute the acknowledgement and receipt of the conditions and return the fully executed conditional approval to Kent County Water Authority within ten (10) business days in order to be effective.

Very truly yours,
Kent County Water Authority

[Name]
[Title]

Applicant Acknowledging Signature

Signed _____ Date _____

Acceptance of approval for water service and all stipulation as written. Acknowledges that the owner/applicant holds harmless the Kent County Water Authority from any legal claims pertaining to this approval and all stipulations for approval.

EXHIBIT B

May 18, 2005

MOSES • AFONSO • JACKVONY

• COUNSELORS AT LAW •

John J. Garrahy
jjgarrahy@mosesafonso.com

May 18, 2005

VIA FACSIMILE

Joseph J. McGair, Esq.
797 Bald Hill Road
Warwick, RI 02886

Re: Wal-Mart Store – Coventry, Rhode Island – Water Connection Permit

Dear Mr. McGair:

As discussed, we represent Wal-Mart with respect to the above matter.

Because Wal-Mart is a large corporation, it is not possible that the permit can be signed within 10 days of the May 2, 2005 permit date. As a result, we respectfully request a 20-day extension of this requirement.

Very truly yours,


John J. Garrahy

JJG/jam

WPDATA/Walmart/Coventry Ltr J McGair, Esq. 5.18.05

EXHIBIT C

May 18, 2005

ACCOUNT NUMBER ACCOUNT DESCRIPTION CURRENT YEAR PREVIOUS YEAR DIFFERENCE FROM PREV YEAR PERCENTAGE

ASSETS:

CURRENT ASSETS

UTILITY PLANT IN SERVICES

SOURCE OF SUPPLY PLANT	1800470.53	1800470.53		
PUMPING PLANT	2322341.47	2322341.47		
WATER TREATMENT PLANT	141257.29	141257.29		
TRANS. & DISTR. PLANT	45975372.79	42793693.00	3181679.79	7.43%
GENERAL PLANT	1586380.06	1525220.74	61159.32	4.01%
MISCELLANEOUS PHYS. PLANT	710.00	710.00		
GENERAL STRUCTURES	148381.48	83581.48	64600.00	77.29%
CONSTR. WORK IN PROGRESS	23624669.96	15688371.36	7936298.60	50.59%
ACCUM. DEPR. - PLANT	-9454976.85	-8671192.03	-783784.82	9.04%
TOTAL UTILITY PLANT IN SERVICES	66144406.73	55684453.84	10459952.89	18.78%

CURRENT AND ACCRUED ASSET

CASH - FLEET NAT BANK	18736.09	47620.54	-28884.45	-60.66%
CASH - CITIZENS BANK	40000.00	35000.00	5000.00	14.29%
TOTAL CURRENT AND ACCRUED ASSET	58736.09	82620.54	-23884.45	-28.91%

OTHER SPECIAL DEPOSITS

RESTRICTED DEBT RESERVE	3890714.58	4079148.59	-188434.01	-4.62%
SPECIAL DEPOSITS	33394077.22	39943192.65	-6549115.43	-16.40%
PETTY CASH	300.00	300.00		
CUSTOMER ACCTS. RECEIVAB.	1716936.34	2018623.20	-301686.86	-14.95%
OTHER A/R UNCOLLECTED ACT	946.98	896.70	50.28	5.61%
PROV. FOR UNCOLLECTED ACT	-103683.30	-118624.06	14940.76	-12.60%
SALVAGE MATERIALS	147.70	147.70		
PLANT MATERIAL & SUPPLIES	499997.00	470303.38	29693.62	6.31%
PREPAID INSURANCE	14469.86	7497.80	6972.06	92.99%
PREPAID PENSION	164.56	164.56		
UNAMORTIZED DEBT DISCOUNT	430846.70	340851.55	89995.15	26.40%
TOTAL OTHER SPECIAL DEPOSITS	39844917.64	46742502.07	-6897584.43	-14.76%

CLEARING ACCOUNTS

NEW SERVICES CLEARING	2474.10	2681.93	-207.83	-7.75%
CUSTOMER SRVCS - CLEARING	2474.50	2681.93	-207.43	-7.73%
TOTAL CLEARING ACCOUNTS	106050534.96	102512258.38	3538276.58	3.45%
TOTAL CURRENT ASSETS	106050534.96	102512258.38	3538276.58	3.45%

ACCOUNT NUMBER ACCOUNT DESCRIPTION CURRENT YEAR PREVIOUS YEAR DIFFERENCE FROM PREV YEAR PERCENTAGE

LIABILITIES AND FUND BALANCES:

LIABILITIES:

CURRENT LIABILITIES

PROPRIETARY CAPITAL

TOTAL PROPRIETARY CAPITAL 44017335.04 39114722.47 4902612.57 12.53%

LONG TERM DEBT

BONDS 42635000.00 44615000.00 -1980000.00 -4.44%

CURRENT & ACCRUED LIAB.

TOTAL CURRENT & ACCRUED LIAB. 882649.96 1636528.32 -753878.36 -46.07%

TAX COLLECTION PAYABLE

ACCURUED FICA TAXES 2387.15 1843.55 543.60 29.49%

ACCURUED SALES TAX 18037.83 18108.13 -70.30 -.39%

WATER PROTECTION CHARGE 103770.93 92860.76 10910.17 11.75%

CUSTOMER ADV. FOR CONSTR. 102627.00 121870.00 -19243.00 -15.79%

TOTAL TAX COLLECTION PAYABLE 226822.91 234682.44 -7859.53 -3.35%

OTHER DEFERRED CREDITS

DEFERRED BOND PREMIUM CONTRIB. IN AID TO CONSTR. 367699.55 13961339.07 367699.55 6.05%

14805596.07 844257.00 844257.00 6.05%

15173295.62 13961339.07 1211956.55 8.68%

102935103.53 99562272.30 3372831.23 3.39%

102935103.53 99562272.30 3372831.23 3.39%

FUND BALANCES:

FUND BALANCE

TOTAL FUND BALANCE

TOTAL FUND BALANCES

REPORT DATE 03/31/2005
 SYSTEM DATE 05/13/2005
 FILES ID Z

Kent County Water Authority
 COMPARATIVE BALANCE SHEET
 general
 AS OF 03/31/2005

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT YEAR	PREVIOUS YEAR	DIFFERENCE FROM PREV YEAR	PERCENTAGE
EXCESS OF REVENUE OVER EXPENDITURES		3115431.43	2949986.08	165445.35	5.60%
TOTAL LIABILITIES AND FUND BALANCES		106050534.96	102512258.38	3538276.58	3.45%

REPORT DATE 05/13/2005
 SYSTEM DATE 05/13/2005
 FILES ID Z

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 Kent County Water Authority
 AS OF 03/2005

ACCOUNT DESCRIPTION	BUDGET	ACTUAL	ACTUAL OVER/UNDER BUDGET	BUDGET	ACTUAL	ACTUAL OVER/UNDER BUDGET
	C U R R E N T	M O N T H	Y E A R	T O	D A T E	
REVENUES						
1-4150 MERCHANDISING & JOBBING	1000.00	681.21	-318.79	9000.00	6249.25	-2750.75
1-4160 M & J COSTS & EXPENSES	300.00	350.18	50.18	2900.00	8934.27	6034.27
1-4190 INTEREST & DIVIDEND INC.	40000.00	18327.31	-21672.69	360000.00	391213.15	31213.15
1-4210 MISC. NON-OPER. INCOME		22.70	22.70	100.00	89.34	-10.66
1-4350 MISC. DEBITS TO SURPLUS					-209900.00	-209900.00
TOTALS FOR OTHER INCOME	41300.00	19381.40	-21918.60	372000.00	196586.01	-175413.99
1-461A METERED SALES - GC	725800.00	624398.77	-101401.23	6711100.00	7000988.69	289888.69
1-461B METERED SALES - IC	480600.00	331727.20	-148872.80	3226200.00	2491779.65	-734420.35
1-4620 PRIVATE FIRE PROTECTION	37500.00	36498.08	-1001.92	112500.00	110026.22	-2473.78
1-4630 PUBLIC FIRE PROTECTION	216900.00	217634.25	734.25	650700.00	650043.75	-656.25
1-4640 SALES -PUBLIC AUTHORITIES	66900.00	57093.79	-9806.21	345200.00	306973.62	-38226.38
1-4660 SALES FOR RESALE	14000.00	11651.77	-2348.23	56400.00	56631.85	231.85
1-4710 MISC. SERVICE REVENUE	3800.00	13066.30	9266.30	34300.00	74371.71	40071.71
1-4740 OTHER WATER REVENUES	6300.00	5143.31	-1156.69	51000.00	49475.06	-1524.94
TOTALS FOR OPERATING REVENUE ACCTS.	1551800.00	1297213.47	-254586.53	11187400.00	10740290.55	-447109.45
TOTALS FOR REVENUES	1593100.00	1316594.87	-276505.13	11559400.00	10936876.56	-622523.44
EXPENDITURES						
1-6020 PURCHASED WATER	327300.00	262423.86	64876.14	2910000.00	2863330.60	46669.40
TOTALS FOR SOURCE OF SUPPLY EXPENSES	327300.00	262423.86	64876.14	2910000.00	2863330.60	46669.40
1-6210 FUEL FOR PUMPING	100.00	552.34	-452.34	800.00	954.95	-154.95
1-6230 POWER PURCHASED	35300.00	40786.02	-5486.02	314100.00	347213.53	-33113.53
1-624A PUMPING LABOR	5000.00	4152.60	847.40	48900.00	44511.97	4388.03
1-624B PUMPING EXPENSES	200.00	259.96	-59.96	2200.00	1951.28	248.72
1-6310 MAINT STRUCT & IMPROVE	2400.00	2689.17	-289.17	23700.00	24103.11	-403.11

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 Kent County Water Authority
 AS OF 03/2005

ACCOUNT DESCRIPTION	C U R R E N T M O N E T H			Y E A R - T O - D A T E		
	BUDGET	ACTUAL	ACTUAL OVER/UNDER BUDGET	BUDGET	ACTUAL	ACTUAL OVER/UNDER BUDGET
1-6330 MAINT PUMPING EQUIPMENT	2800.00	2097.56	702.44	27300.00	32778.18	-5478.18
TOTALS FOR PUMPING EXPENSES	45800.00	50537.65	-4737.65	417000.00	451513.02	-34513.02
1-6410 CHEMICALS	4200.00	7128.13	-2928.13	38400.00	48405.45	-10005.45
1-642A OPERATION LABOR	5600.00	5568.55	31.45	54600.00	51058.36	3541.64
1-642B OPERATION EXPENSES	4200.00	2531.92	1668.08	38400.00	30160.31	8239.69
1-6510 MAINT STRUCT & IMPROVE				200.00	427.00	-227.00
1-6520 MAINT WATER TREAT EQUIP	500.00	304.39	195.61	4500.00	3449.90	1050.10
TOTALS FOR WATER TREATMENT EXPENSES	14500.00	15532.99	-1032.99	136100.00	133501.02	2598.98
1-6610 STORAGE FACILITIES EXP				400.00	153.18	246.82
1-662A T & D LABOR	2100.00		2100.00	20400.00	176.41	20223.59
1-662B T & D SUPPLIES & EXP	2700.00	6519.90	-3819.90	24200.00	27166.42	-2966.42
1-663A T & D METER LABOR	600.00	455.22	144.78	6000.00	9945.86	-3945.86
1-663B T & D METER SUPP & EXP	400.00	400.06	-.06	4200.00	4019.04	180.96
1-6650 T & D MISC	1300.00	5021.60	-3721.60	11700.00	13045.18	-1345.18
1-6710 MAINT STRUCT & IMPROV	200.00		200.00	1800.00	3550.00	-1750.00
1-6720 MAINT RESERVOIR & STDPIPE	1000.00	819.26	180.74	9900.00	8098.23	1801.77
1-6730 MAINT T & D MAINS	34100.00	42545.56	-8445.56	329100.00	356292.81	-27192.81
1-6750 MAINT SERVICES	9500.00	4220.44	5279.56	91500.00	122940.63	-31440.63
1-6760 MAINT METERS	3400.00	3407.81	-7.81	33300.00	32392.24	907.76
1-6770 MAINT HYDRANTS	7800.00	7563.15	236.85	74100.00	76713.54	-2613.54
1-6790 TRANSFER TO CONSTRUCTION	-900.00	-10.80	-889.20	-8100.00	-7967.26	-132.74
TOTALS FOR TRANS. & DISTR. EXPENSES	62200.00	70942.20	-8742.20	598500.00	646526.28	-48026.28
1-902A METER READING LABOR	5900.00	7020.40	-1120.40	57600.00	60784.27	-3184.27
1-902B METER READING SUPP & EXP				100.00		100.00
1-903A CUSTOMER RECORDS LABOR	11700.00	10231.82	1468.18	114300.00	108655.68	5644.32
1-903B						

REPORT DATE 05/13/2005
 SYSTEM DATE 05/13/2005
 FILES ID Z

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 Kent County Water Authority
 AS OF 03/2005

ACCOUNT DESCRIPTION	BUDGET	ACTUAL	ACTUAL OVER/ UNDER BUDGET	BUDGET	ACTUAL	ACTUAL OVER/ UNDER BUDGET
C U R R E N T M O N E Y						
TOTALS FOR CUSTOMER ACCT. EXPENSES	21600.00	23835.86	-2235.86	208000.00	217884.16	-9884.16
1-9200 ADM & GENERAL SALARIES	22000.00	24803.91	-2803.91	214500.00	225313.58	-10813.58
1-9210 OFFICE SUPPLIES & EXP	10800.00	9745.80	1054.20	97200.00	93017.85	4182.15
1-9230 OUTSIDE SERVICES	15500.00	5595.20	9904.80	139400.00	99688.20	39711.80
1-9240 PROPERTY INSURANCE	15300.00	12584.99	2715.01	137700.00	119566.27	18133.73
1-9250 INJURIES & DAMAGES	400.00	400.00	400.00	3700.00	3700.00	3700.00
1-9260 EMPLOYEE PENSION & BENEF	68500.00	47236.74	21263.26	621500.00	439984.31	181515.69
1-9280 REGULATORY COMM EXP	13000.00	13000.00	13000.00	117500.00	68475.18	49024.82
1-930A MISC GENERAL EXPENSE	1000.00	1000.00	1000.00	9100.00	6500.00	2600.00
1-930B MISC GENERAL EXPENSE	1300.00	1258.45	41.55	12100.00	27270.48	-15170.48
1-930C MISC GENERAL EXPENSE	3000.00	3000.00	3000.00	27000.00	27000.00	27000.00
1-932A MAINT GENERAL PLANT	11200.00	11641.56	-441.56	106500.00	101518.29	4981.71
1-932B MAINT VEHICLES	4800.00	9304.78	-4504.78	44400.00	54352.46	-9952.46
1-9330 UNASSIGNED TIME VAC HOL	16200.00	7499.14	8700.86	157800.00	186440.50	-28640.50
TOTALS FOR ADM. & GENERAL EXPENSES	183000.00	129670.57	53329.43	1688400.00	1422127.12	266272.88
1-4030 DEPRECIATION EXPENSE	62800.00	62800.00	62800.00	564800.00	564800.00	564800.00
1-4080 TAXES OTHER THAN INCOME	12400.00	11499.74	900.26	119400.00	114162.93	5237.07
1-4270 INTEREST-LONG TERM DEBT	150900.00	150900.00	150900.00	1358100.00	1358100.00	1358100.00
1-4280 AMORTIZATION OF DEBT DISC	5500.00	5500.00	5500.00	49500.00	49500.00	49500.00
TOTALS FOR OTHER EXPENSES	231600.00	230699.74	900.26	2091800.00	2086562.93	5237.07
TOTALS FOR EXPENDITURES	886000.00	783642.87	102357.13	8049800.00	7821445.13	228354.87
EXCESS OF REVENUE OVER EXPENDITURES FOR general	707100.00	532952.00	-174148.00	3509600.00	3115431.43	-394168.57

REPORT DATE 05/13/2005
SYSTEM DATE 05/13/2005
FILES ID Z

Kent County Water Authority
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
AS OF 03/2005

PAGE 4
TIME 14:54:24
USER CLB

ACCOUNT DESCRIPTION
OTHER ADJUSTMENTS TO FUND BALANCE

FUND BALANCES - JULY 1
FUND BALANCES - MARCH 31

----- C U R R E N T M O N T H -----
BUDGET ACTUAL ACTUAL OVER/
UNDER BUDGET

----- Y E A R - T O - D A T E -----
BUDGET ACTUAL ACTUAL OVER/
UNDER BUDGET

0.00
44017335.04
47132766.47
=====

KENT COUNTY WATER AUTHORITY
CASH RECEIPTS & DISBURSEMENTS
FY 2004 - 2005

BEGINNING MONTH BALANCE

	JULY 2004	AUGUST 2004	SEPTEMBER 2004	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005	FEBRUARY 2005	MARCH 2005	APRIL 2005	MAY 2005	JUNE 2005
53,466,382	39,522,032	38,314,669	38,070,078	38,990,286	37,639,123	37,828,292	37,098,541	37,342,482	37,343,528			

CASH RECEIPTS:

Water Revenues	1,336,534	1,270,930	1,332,028	1,743,524	1,583,484	1,381,069	1,317,673	1,091,855	928,978	1,210,491		
Interest Earned	97,029	21,032	37,160	28,007	49,975	36,416	92,671	9,997	18,327	11,796		
Contribution in Aid Construction	60,000	-	1,500	49,500	-	-	-	-	-	-		
Inspection Fees	18,500	950	-	16,775	9,250	17,255	-	-	11,150	5,100		
Other	-	-	-	-	-	16,800	-	-	-	-		
TOTAL CASH RECEIPTS	54,978,445	40,815,544	39,683,337	39,907,884	40,232,995	39,091,363	39,238,636	38,200,393	38,300,937	38,570,915		

CASH DISBURSEMENTS:

Purchased Water	290,628	369,075	397,915	707,848	443,533	238,674	523,977	437	299,513	316		
Electric Power	45,914	46,107	46,107	36,920	30,789	34,185	37,199	34,804	41,964	31,389		
Payroll	129,477	131,186	138,455	123,654	128,835	164,494	146,911	124,344	156,564	123,239		
Operations	124,600	65,534	75,148	120,650	55,060	78,411	82,001	65,465	65,998	55,991		
Employee Benefits	50,766	48,938	45,501	50,844	49,037	49,292	48,902	51,102	46,602	51,752		
Legal	-	19,701	5,839	11,058	4,094	5,728	5,728	3,632	5,965	4,640		
Materials	39,438	7,122	4,877	11,749	7,138	5,240	10,681	18,385	13,139	11,964		
Insurance	4,299	-	4,877	4,271	4,271	4,271	4,271	4,271	-	-		
Sales Taxes	19,501	-	9,766	29,181	12,611	7,672	18,638	7,711	7,112	17,335		
Refunds	69	265	9,766	60,000	1,307	833	1,629	7	8,879	302		
Rate Case	-	-	1,316	-	-	6,215	41,580	11,010	5,805	960		
Contribution	-	-	-	349	-	-	-	-	-	-		
Other	8,339	-	-	-	-	-	-	-	12,813	-		
Capital Expenditures (Other)	3,396	3,715	3,063	49,442	743	3,036	833	2,815	161,875	5,873		
2002 Infrastructure	2,185	117,176	2,650	1,400	205,438	5,932	2,815	-	-	-		
2003 Infrastructure	388,934	115,628	70,746	6,642	798	239,653	80	-	-	-		
2004 Infrastructure	11,060	5,400	3,046	5,875	14,780	29,823	1,215	-	-	-		
Mishback Well/Stone/Tram	-	18,894	-	-	10,411	-	-	-	-	-		
Frenchtown - Stein Tanks	119,681	62,092	7,325	4,563	4,198	11,414	7,574	2,932	4,594	6,994		
Knoxy Oak Road 20"	99,680	123,315	1,841	3,503	3,008	66,749	21,201	1,430	275	-		
Oaklawn Meter Pit	128,788	14,419	5,401	6,210	608	457	692	1,339	508	2,297		
Chukawa Avenue Pump Station	282,548	1,643	-	-	-	-	-	-	-	-		
E. G. World Upgrade	267	12,000	-	44,419	23,823	60,540	38,635	27,157	9,500	5,736		
GIS Development Mapping	10,360	1,400,491	493,137	11,630	1,423,759	2,400	41,735	485,741	9,500	49,038		
Blackrock Road - 24"	10,278	6,687	9,866	5,620	3,400	7,245	1,560	6,782	1,458	-		
Hydraulic Model - 8"	5,403	6,887	1,906	1,906	-	-	-	-	-	-		
Conynona Road - 8"	6,720	2,775	4,450	2,893	445	-	-	-	-	-		
Mishback Well Color Evaluation	-	1,132	2,070	-	-	-	-	-	-	-		
Middle Road 16"	-	-	-	11,481	-	-	-	-	-	-		
Quaker Lane P. S. Roof	-	-	-	3,195	-	-	-	-	-	-		
Reed Schoolhouse Road	-	-	-	4,300	-	-	-	-	-	-		
Reed Schoolhouse Road Tank	-	-	-	2,110	-	-	-	-	-	-		
U. S. Bank - Debt Service (P. & I)	13,826,892	22,455	3,326	48,487	170,788	15,804	905,372	-	105,922	14,044		
Water Protection	96,528	-	-	-	-	114,994	-	-	-	-		
TOTAL DISBURSEMENTS	15,456,413	2,500,875	1,615,279	1,317,598	2,993,872	1,263,071	2,140,095	857,911	957,409	394,042		

BALANCE END OF MONTH

39,522,032	38,314,669	38,070,078	38,990,286	37,639,123	37,828,292	37,098,541	37,342,482	37,343,528	38,176,873			
44,215,984	44,756,824	45,030,913	45,030,337	44,291,999	44,221,979	43,518,911	43,623,397	44,104,962	55,091,506			

RATE REVENUE

	FY 04-05	FY 05-06
JUL	\$ 1,116,147.39	\$ 914,506.94
AUG	\$ 959,221.97	\$ 709,560.98
SEP	\$ 2,498,062.38	\$ 1,837,037.23
OCT	\$ 1,112,188.32	\$ 1,049,468.47
NOV	\$ 838,316.75	\$ 828,563.26
DEC	\$ 1,378,221.68	\$ 1,637,014.60
JAN	\$ 781,723.54	\$ 927,991.61
FEB	\$ 737,565.61	\$ 764,414.88
MAR	\$ 1,279,003.86	\$ 1,462,537.64
APR	\$ -	\$ 769,933.49
MAY	\$ -	\$ -
JUN	\$ -	\$ -

KENT COUNTY WATER AUTHORITY
CASH LOCATION
FISCAL YEAR 04-05

CASH LOCATION:	JUL 2004	AUG 2004	SEP 2004	OCT 2004	NOV 2004	DEC 2004	JAN 2005	FEB 2005	MAR 2005	APR 2005	MAY 2005	JUN 2005
U. S Bank - Project Funds												
Revenue	102,550.15	11,869.97	35,062.40	38,952.12	168,586.39	467,303.48	223,907.15	76,767.29	206,374.71	11,263.26		
Infrastructure Fund	2,256,094.61	2,268,209.85	2,389,804.35	2,674,809.13	2,659,450.30	3,268,753.10	3,206,246.46	3,583,852.58	3,652,656.25	3,941,827.66		
Operation & Maintenance Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Renewal & Replacement Reserve	1,898,230.00	1,898,230.00	1,898,230.00	1,898,230.00	1,898,230.00	1,898,230.00	1,898,230.00	1,898,230.00	1,898,230.00	1,898,230.00		
General Project - 2001	118,687.18	127,084.54	123,564.49	133,999.87	81,025.91	89,483.42	97,916.74	106,368.52	106,505.98	123,348.08		
Debt Service Fund - 2001	5,203,408.73	5,211,820.03	5,211,820.03	5,211,820.03	5,211,820.03	5,211,820.03	5,211,820.03	5,211,820.03	5,211,820.03	5,211,820.03		
Debt Service Reserve - 2001	296,788.01	367,233.08	437,613.36	508,077.54	578,667.54	649,366.35	720,059.93	791,756.52	863,451.07	936,188.89		
Cost of Issuance - 2001	37,604.52	37,626.16	37,652.67	37,682.74	37,718.56	37,757.82	37,803.64	37,852.95	37,905.85	37,968.29		
General Project - 2002	22,925,966.79	22,929,162.62	22,935,273.36	22,973,657.10	22,995,496.55	23,019,430.71	23,045,076.12	23,065,107.38	23,085,138.60	23,105,169.82		
Debt Service Fund - 2002	1,113,121.26	1,217,059.99	1,318,856.41	1,420,842.27	1,571,959.95	1,720,828.91	1,873,586.04	1,996,564.90	2,096,588.74	2,196,612.58		
Debt Service Reserve - 2002	1,823,560.01	1,823,560.01	1,823,560.01	1,823,560.01	1,823,560.01	1,823,560.01	1,823,560.01	1,823,560.01	1,823,560.01	1,823,560.01		
Cost of Issuance - 2002	5,704.20	5,707.48	5,711.30	5,716.06	5,721.49	5,727.45	5,734.40	5,741.88	5,749.90	5,759.37		
Debt Service Fund - 2004	21,197.92	50,382.87	79,561.09	108,765.59	138,006.55	174,833.56	227,309.93	292,716.52	369,172.67	456,644.62		
Debt Service Reserve - 2004	1,279,133.75	1,279,133.75	1,275,608.12	1,280,172.60	1,296,881.63	1,296,881.63	1,279,133.75	1,279,133.75	1,286,029.57	1,286,029.57		
Cost of Issuance - 2004	5,734.73	5,742.72	5,746.77	5,751.36	5,756.83	5,762.82	5,769.81	5,777.34	5,785.41	5,794.94		
Redemption Account - 2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
	\$ 39,522,032.00	\$ 38,314,669.35	\$ 38,070,077.81	\$ 38,590,286.01	\$ 37,659,123.43	\$ 37,828,292.16	\$ 37,098,540.49	\$ 37,340,481.48	\$ 37,343,527.89	\$ 38,176,872.35	\$	\$ 0.00

EXHIBIT D

May 18, 2005



Kent County Water Authority

May 9, 2005

Frank Hyde, President
Coventry Town Council
Town Hall
1670 Flat River Road
Coventry, RI 02816

Re: Wingate Hotel/Wal-Mart
Center of New England

Dear President Hyde:

Furthering our recent discussion of the water approval letters dated May 2, 2005, I would like to offer some additional information.

While the letters may appear severe, they are the standard approval letter the Board has used for all recent applications in the High Service Area.

The main reason for the severity of the conditions is so that the applicant be aware of the potential shortfall of water during an extended period of heavy use brought on by dry conditions, along with the possibility that such a situation could cause a reduction in or loss of water service.

As we have repeatedly stated, the Kent County Water Authority is taking multiple steps to avoid any occurrences of this nature including:

1. Implementation of conservation programs to reduce usage on maximum days, when these problems will occur.
2. Enhancements to our distribution system to move additional water supply into the High Service Area.
3. Development of additional supply, including rehabilitation of the Mishnock Well Field and the Spring Lake Well, and the possible re-establishment of the Washington Well.
4. Advocacy for long term solutions including the development of the Big River Watershed, with the development of wells in the short term and the building of the reservoir in the long term (10 years).

I hope that this information will help to explain our needs and reasons for the actions we are taking. It was our hope that the approval of these projects would help the long range plans of the Town of Coventry.

PO Box 192
West Warwick, RI 02893-0192
401-821-9300

"D"

We, as a Board, and I personally, wish to work with the town within the constraints of our distribution and supply system. Please feel free to call at any time with any father questions.

Very truly yours,
Kent County Water Authority



Francis J. Perry, Jr., P.E.
Chairman

cc: Robert Raposa, Universal Properties, LLC
Board Members

FP/lms

EXHIBIT E

May 18, 2005

SUPPLY OPTION SUMMARY
Board Meeting 5/18/05

1. Upgrade the Clinton Avenue Pumping Station and its increased ability to supply. Under Construction.
 - Will increase low service supply coupled with Black Rock Road transmission main.
 - Will eliminate Read School House gradient, elevate to 500 ft gradient and possible cross tie to 500 ft. southern gradient. New Read School House tank and transmission required (under design).

2. Purchase additional supply from Warwick at the Bald Hill Station and increase the station capacity. This may now not be viable depending on legislation from Warwick Delegation.
 - If not allowed, will be detrimental to our West Warwick and East Greenwich customers. May actually cause water shortage in low and reduced pressure zone and inability to operate Setian Lane High Service Booster and West Warwick Park Booster.
 - If allowed, will be the best short term solution for high service supply augmentation transmission and station upgrade required and may need other financing.

3. Spring Lake well refurbishment and/or re-drilling to secure original Grandfather Rights. Will require treatment similar to the sequestering proposed for East Greenwich and/or removal proposed at Mishnock. Low service augmentation.
 - RFP to clean well opening 5/20/05

4. Reestablish Wood Street well field. If still contaminated by TCE, we will require a major design effort and review by RIDOH. RIDEM review or jurisdiction unknown but expected to be difficult. Technology can remove most TCE. Low service augmentation.
 - Land not owned by KCWA – need easement with Town of Coventry to have access.
 - Detailed study required.

5. Upgrade Mishnock well field with treatment. High and low service augmentation.
 - Pilot Treatment Study – May completion date.
 - Pilot Treatment Technology – Summer/Fall 2005
 - Preliminary Design Study – Spring 2006
 - Final Design to Construction – Spring 2007
 - Add High Service Booster and Storage

6. Upgrade the Setian Lane Station with added Warwick supply, if acquired with one additional pump. High service augmentation may not be viable (see #2 above).

7. Consider the effect of East Greenwich well upgrade utilizing its full capacity with treatment. Low service augmentation.
 - May not be viable depending on legislation from Warwick Delegation. If ownership is transferred, then we will have inability to supply our East Greenwich customers and emergency supply to Warwick, North Kingstown and Quonset Point system.

8. Expand our existing wholesale supply by seeking an added wholesale connection off the aqueduct.
 - This would require permission from Providence Water Supply Board, a location, the actual connection, booster station, transmission main and a connection point to high service.
 - Additional storage may be necessary for a proposal of this nature.
 - This is more a long term project/solution than short term and will require extensive financing.

9. Use current technology if viable such as desalination of brackish or seawater.
 - This would be a regulatory nightmare in Rhode Island but the Ocean has an abundant supply of water, cost could be prohibitive but the technology is improving to make it more cost effective.
 - If there are no other alternatives available, we may need to explore this.

10. Single state management of all water supply sources, “one source, one voice” this would allow movement of water through jurisdictional boundaries that now exist.

- This may be difficult considering pressure gradient differences, quality differences but again could be a source for additional supply.

11. Big River Reservoir construction. This is the ultimate solution to the “southerly” portion of Rhode Island’s supply shortage.

MEMORANDUM OF AGREEMENT

Agreement made and entered into this _____ day of _____, 2005 by and between KENT COUNTY WATER AUTHORITY (hereinafter KCWA), a Rhode Island Public Benefit Corporation existing and operating pursuant to R.I.G.L. 39-16-1 et seq., as amended, with an address of 1072 Main Street, P.O. Box 192, West Warwick, RI 02893 and the TOWN OF COVENTRY, (hereinafter COVENTRY), a Rhode Island Municipal Corporation, with an address of 1670 Flat River Road, Coventry, RI 02816, for valuable consideration paid and received, the receipt of which is herewith acknowledged by each of the parties hereto, KCWA and COVENTRY, covenant and agree as follows:

1. That KCWA, its contractors, agents, servants and employees shall be installing waterlines within the following roads: Black Rock Road, Hill Street, Gervais Street and Colvin Street, located in the Town of Coventry, Rhode Island.
2. That in connection with said installation of water lines, COVENTRY shall be solely responsible for final paving of said roads as delineated below:
 - a. Black Rock Road – entire length, approximately 7,900 feet from Hill Street to Fairview Avenue.
 - b. Hill Street – entire length, approximately 4,200 feet from Colvin Street to Black Rock Road.
 - c. Gervais Street – entire length, approximately 3,000 feet from Knotty Oak Road to Black Rock Road.
 - d. Colvin Street – entire length within Coventry, approximately 627 feet from Scituate Town line to Hill Street.
3. That KCWA shall pay to COVENTRY an amount equal to \$200,900.00 at completion of all final paving performed by Coventry.
4. In lieu of providing refill with concrete of the abandoned water mains KCWA shall pay to COVENTRY an amount equal to \$8,600.00 at completion of all final paving performed by COVENTRY.

5. KCWA shall maintain temporary trench patch for a period of 90 days from the date of installation. Should Coventry conduct any final paving work prior to the termination of this 90 day period then COVENTRY shall assume responsibility for the pavement from that point forward.

6. KCWA shall be permitted to complete the installation of water mains and related appurtenances in said streets. Should COVENTRY complete final paving prior to KCWA completing said work, KCWA shall only be responsible for installation of trench patch at any new excavation.

7. COVENTRY shall be responsible for raising all gate boxes and manhole frames and covers to the final grade.

8. COVENTRY shall be responsible for any damage to KCWA facilities as a result of the final paving (i.e. gate boxes and manhole frames).

9. Both parties shall indemnify and hold the other party harmless from any and all injury or damage to person or property, including death, arising out of the performance of their work.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date above written.

KENT COUNTY WATER AUTHORITY

Witness

By: _____

TOWN OF COVENTRY

Witness

By: _____

EXHIBIT G

May 18, 2005

EXHIBIT F

May 18, 2005

AGREEMENT

THIS AGREEMENT is made and entered into as of the _____, 2005 by and between the Town of Coventry (the "Town") acting through its duly authorized representative and Kent County Water Authority (the "Authority").

WITNESSETH

WHEREAS, the Authority maintains records of water usage by residents of the area serviced by the Town's public sewer system; and

WHEREAS, the Town desires to use information relating to water usage in the preparation of sewer service bills for users of its public sewer system; and

WHEREAS, the Town desires to purchase from the Authority and the Authority is willing to sell to the Town certain information relating to water usage by those using the Town's public sewer system as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Town and the Authority hereby agree for themselves and their respective successors and assigns as follows:

- 1) The Authority agrees to furnish to the Town an ASCII file provided on a disk of billed consumption maintained by the Authority as it applies to all customers of the Authority who occupy real estate which is connected to the Town's public sewage collection system, and with respect to each such customer of the Authority, the following information will be provided: name, service number, amount of water consumed.
- 2) The information will be made available by the Authority to the Town at the Authority's office at 1072 Main Street, West Warwick, Rhode Island on a quarterly basis thirty (30) days after the Town makes written request for the said information. All information will be based on the quarterly billing of Kent County Water Authority for the entire Town.

- 3) The Town agrees to pay the Authority for the performance of its obligations for the Information, specifically requested in writing by the Town, the sum of One Dollar (\$1.00) per quarter, per service number contained in the file which is used by the Town for sewer billing purposes.
- 4) Within 30 days, the Town shall inform the Authority in writing as to how many of the service numbers contained in the file are used by the Town for sewer billing purposes in order to permit the Authority to calculate the payments due hereunder.
- 5) The Authority shall bill the Town for the Information furnished hereunder on a quarterly basis. The Town agrees to pay for the information within 30 days after receipt of the Authority's invoice therefore.
- 6) Customer inquiries regarding sewer bills issued by the Town shall be the sole responsibility of the Town and the Authority shall have no responsibility therefore except to inform customers that their questions should be addressed to the office designated to the Town. Customer inquires regarding water bills issued by the Authority shall be the sole responsibility of the Authority and the Town shall have no responsibility therefore except to inform customers that their questions should be addressed to the office designated by the Authority.
- 7) The Authority shall have no obligation to terminate water service to any sewer customer of the Town for non-payment of sewer service charges.
- 8) The Authority shall have no obligation to engage in legal proceedings to assist the Town in the collection of its sewer services charges and the Town shall have no obligation to engage in legal proceedings to assist the Authority in the collection of its water bills.
- 9) If at any time the Town requires information in addition to the Information provided by the Authority in order to facilitate its sewer services charges billing, and if the production of such additional information requires additional computer programming by the Authority or a program change to the computer operations of the Authority, the Town will reimburse the Authority for its actual out-of-pocket costs for any such program change.

- 10) The Authority represents and warrants that it will use due care in preparing and verifying the Information and that it will make all reasonable efforts to ensure that the Information is accurate.
- 11) The Town and the Authority expressly agree that in performing services under this Agreement, the Authority is, and for all purposes shall be, an independent contractor and the Authority is not, and shall not represent itself to be, an agent or employee of the Town.
- 12) The term of this Agreement shall be three years from the date hereof. Thereafter, this Agreement shall automatically be renewed for consecutive three year terms unless either party gives written notice to the other of its intention to terminate this Agreement at the end of any such term, such notice to be given not more than 90 days nor less than 60 days before the end of any such term. The fee to be paid by the Town during any such renewal term shall be as set forth in paragraph 3 above.
- 13) This Agreement shall not be assigned by the Authority without the written consent of the Town, which said consent shall not be unreasonably withheld.
- 14) This Agreement shall be interpreted in accordance with the laws of the State of Rhode Island.
- 15) The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof and such party shall have all remedies provided by applicable law with respect to any subsequent act which would have originally constituted a violation.
- 16) This Agreement constitutes the entire agreement of the parties and may not be changed or modified orally, but only by written instruments signed by both of the parties.
- 17) IN WITNESS WHEREOF, the Town and the Authority have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

Approved as to form:

Town of Coventry

Witness

By: _____
Town Manager

Kent County Water Authority

Witness

By: _____
Chairman,
Kent County Water Authority

EXHIBIT H

May 18, 2005

PLANNING DOCUMENT \$25,000/YEAR ALLOCATION

PROJECT	STATUS
Water Supply System Management Plan WSSMP	Approved & completed 5 year update due 2007
Clean Water Infrastructure Plan	Approval June 13, 2003. 5 year update due 2008
Vulnerability Assessment Bio-Terrorism Bill	Submitted December 19, 2003
Revised Emergency Response Plan	By June 19, 2004
Simplified EFP Topic Sheets/Employee distribution	December 2004

UPDATED CIP PROJECTS BOND FUNDING

PROJECT	STATUS
Mishnock Well Field (new wells) CIP - 1A	Project closed out.
Mishnock Transmission Mains CIP - 1B	Project closed out.
Mishnock Treatment Plant CIP - 1C	Project closed out.
R-CIP 19 Tiogue Avenue Main	Project closed out.
East Greenwich Well Treatment Plant – CIP-2	Temporary Sequestering Online.
Blackrock Road Transmission Main – CIP-4	Service Installation
Clinton Avenue Pump Station Rehabilitation CIP - 7A	Notice to Proceed
Read School House Road Tank CIP - 7B	Site Movement
Read School House Road Main CIP 7c, 7d, 8a	100 % Complete Final Review
Mishnock 4 Well Installation	On hold. RFP 4 & 5 plus control facility / T.P.

IFR FUNDED PROJECTS

PROJECT	STATUS
IFR 2003	Construction complete except Pulaski Street Paving.
IFR 2004	Design ongoing. Contract to be Divided/add additions to Gilbert Street.
Geographic Information System Base Map	Completed.
Geographic Information System Second Phase	Mapping ongoing
Knotty Oak Road. Old CIP 5	Construction completed.
Tiogue Tank Modified Service Area	Station set. Start-up Pending
Setian Lane new pumping station and Frenchtown vault rehabilitation.	Awaiting Close Out Documents
Setian Lane Tank painting	Completed.
Oakdawn Meter Replacement IFR	Completed.
PWSB 78" / Johnson Blvd. P.S. Modification	Project to be delayed due to Setian Lane P.S.
Rehabilitation Mishnock #3	Redevelopment completed.
Revised Hydraulic Model	No additional task orders.
Color Study Mishnock Wells	Piloting Study Delivery End of Week
Cleaning & Lining Greenwich Avenue	Issued for Design
PROJECT	STATUS
Web site preparation	Up and running.
Strategic Plan	Sub-committee to develop plan.
Newsletter	Preparation for next issue.
CCR 2003	Mailed.
Colvintown Road	Pipe installed - Services to be installed. Spring 2005.