

KENT COUNTY WATER AUTHORITY

BOARD MEETING MINUTES

January 17, 2008

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 January 17, 2008.

Chairman, Robert B. Boyer opened the meeting at 3:30 p.m. Board Members, Mr. Gallucci, Mrs. Graham, Mr. Masterson and Mr. Inman were present together with the General Manager, Timothy J. Brown, Technical Service Director, John Duchesneau, System Engineer, Kevin J. Fitta, Arthur Williams, Finance Director, Legal Counsel, Maryanne Pezzullo, and other interested parties.

The minutes of the Board meetings of November 15, 2007 were moved for approval by Board Member Graham and seconded by Board Member Masterson and were unanimously approved.

Guests:

High Service Requests:

Gansett Associates–Request to Appear

Gansett Associates did not appear.

West Warwick Business Park, Angilly Engineers

Robert Angilly of Angilly Engineers and Michael Soscia appeared with respect to the application. Mr. Angilly informed the Board that the proposed use is a sweeping business and that the prior proposed use was an event facility. He explained that the building will be metal and will be completed in approximately seven months after permitting and the maximum water usage will be 912 gallons per day with no fire demand. The Chairman stated that he did not take issue with usage of 912 gallons per day. Board Member Masterson inquired as to how many jobs will be created. Mr. Angilly answered 28.

It was moved by Board Member Graham and seconded by Board Member Masterson to approve the request for water service supply for the West Warwick Business Park for high service gradient subject to the conditions of service contained in Section 1.14 of the Kent County Water Authority Rules and Regulations and it was unanimously,

VOTED: To approve the request for water service supply for the West Warwick Business Park for high service gradient subject to the conditions of service contained in Section 1.14 of the Kent County Water Authority Rules and Regulations.

Royal Hathaway Estates, John Brunero

John S. Brunero, Jr., Esq. appeared with respect to the application. Mr. Brunero informed the Board that Kent County Water Authority granted a service request approximately 2 ½ years ago for one single family home located on East Greenwich Avenue. Mr. Brunero stated that the applicant intends to create 15 new lots for 2 to 3 bedroom single family homes and that Carrigan, engineers for the applicant, have been working with John Duchesneau on the project. He stated that a looped line would be installed to comply with the Kent County Water Authority regulations. Mr. Brunero acknowledged the regulations of Kent County Water Authority and especially with respect to no outside irrigation. Mr. Brunero requested any updated information as to the availability of water service in the high service gradient area. The General Manager informed the Board that the design has been approved by Kent County Water Authority and there would be no wells. The General Manager further stated that water service for fire protection would be required. The Chairman stated to the Board that approximately 6,700 gallons per day would be required for 15 homes. The General Manager stated to the Board that Kent County Water Authority does not have water. Board Member Gallucci made a motion to table the request and act upon the application when water is available.

It was moved by Board Member Masterson and seconded by Board Member Graham to table the request and act upon the application when water is available and it was unanimously,

VOTED: To table the request and act upon the application when water is available.

53 Island Drive, Vincent Genovese

Paul DiCarlo appeared on behalf of the applicant as the applicant was out of state. Mr. DiCarlo stated that the Genovese well was contaminated and dry and the service request was due to health and safety issues. He explained that the Town of Coventry worked with Kent County Water Authority to extend the water line on Island Drive. The General Manager informed the Board that the reservoir level dropped resulting in very shallow wells. The Town, also, found an agency that would fund grants and Kent County Water Authority installed the line. Board Member Inman informed the Board that he was a State Representative at the time of the water issue in this area and recalled the problem and that the applicant's request is a hardship and safety issue. The applicant is now using the residence full-time vs. part-time.

It was moved by Board Member Inman and seconded by Board Member Masterson to approve the request for water service supply to 53 Island Drive for high service gradient due to hardship subject to the conditions of service contained in Section 1.14 of the Kent County Water Authority Rules and Regulations and it was unanimously,

VOTED: To approve the request for water service supply to 53 Island Drive for high service gradient due to hardship subject to the conditions of service contained in Section 1.14 of the Kent County Water Authority Rules and Regulations.

26 Clark Mill Street, Arnold Martin

Mr. Arnold Martin informed the Board that he was unfamiliar with wells prior to acquiring his home, however, his well passed inspection when he purchased it. Mr. Martin now has water problems as his well keeps running dry. He said that a neighbor informed him after he purchased his home that the his well had a history of problems that other residences in the area did not have and he installed a new pump to no avail and the well runs out of water everyday in the summer and he has two small children and bathing and laundry are impeded. Mr. Martin stated that it is too cost prohibitive to drill a new well and he seeks to tie in at the existing curb stop at his site. Mr. Martin stated that he was well aware of the high service restrictions.

It was moved by Board Member Graham and seconded by Board Member Masterson to approve the request for water service supply to 26 Clark Mill Street for high service gradient due to hardship subject to the conditions of service contained in Section 1.14 of the Kent County Water Authority Rules and Regulations and it was unanimously,

VOTED: To approve the request for water service supply to 26 Clark Mill Street for high service gradient due to hardship subject to the conditions of service contained in Section 1.14 of the Kent County Water Authority Rules and Regulations.

835 Bald Hill Road, sign Request, Robert Murray

Robert Murray, Esq., Joseph Pimental (outside contractor) and Jack Capuano of Maracap appeared before the Board. Mr. Murray informed the Board that the office building is completed and still owned by Maracap and that the abutting car wash sited is under different ownership for land use and title purposes to wit, Bald Hill Car Wash, LLC. He stated that the easement executed by Maracap in 2002 runs with the land and the easement issue with respect to the office site arose in July, 2007 when the building was discovered to be sited within the easement area. He also stated that the building, landscaping, cantilevered overhang, sidewalk and retaining wall were at issue at that time. He reminded that Kent County Water Authority, Legal Counsel for both parties and the contractor held a site meeting resulting in Maracap indemnifying Kent County

Water Authority for any loss or liability with respect to the encroachments within the easement area of Kent County Water Authority to wit, building, landscaping, cantilevered overhand, sidewalk and retaining wall. The indemnification agreement was recorded in the Warwick, Rhode Island Land Evidence Records as Book 6618, Page 158 as attached as “**A**”.

Mr. Murray contended that the sign does not interfere with the waterline and is not in violation of the easement and is covered by the indemnification agreement. Mr. Murray provided the Board with a letter dated December 3, 2007 from AA Sign stating that the sign was installed in such a manner that it can be easily removed which is attached as “**B**”. Mr. Murray stated that in 2002 Maracap did not request monetary consideration for the grant of the easement to Kent County Water Authority. Board Member Gallucci informed Mr. Murray that he was Chairman of the Board in 2002 and is familiar with the 2002 easement. Board Member Gallucci stated that the easement was to the advantage of the owner as the owner needed to move the waterline in order to site the now existing building and provide water to the site.

Board Member Gallucci inquired of Legal Counsel if the sign is an improvement located within the easement area, which is prohibited by the easement instrument. Legal Counsel answered in the affirmative. Board Member Gallucci asked Legal Counsel if the sign was covered by the indemnification agreement. Legal Counsel replied in the negative and stated that at the time the agreement was in the review process, the General Manager was concerned with limiting the agreement to the known encroachments in order to prevent unknown future encroachments. Board Member Gallucci stated that the sign is not permitted within the easement area. Mr. Murray opined that Maracap was within its rights to erect the sign. The General Manager informed the Board that the sign was electrified and within the easement and over the waterline and the sign should be removed. The Chairman stated that the plan attached to the indemnification agreement does not depict the sign. The Chairman further stated that Clause #5 of the agreement states that if there are any further improvements, Maracap must notify Kent County Water Authority. Board Member Gallucci inquired of Mr. Murray if zoning approved the sign. Mr. Murray stated that he was not involved in the zoning, however, a permit for the sign was obtained.

It was moved by Board Member Gallucci and seconded by Board Member Graham to continue this matter for one month and it was unanimously,

VOTED: To continue this matter for one month.

## **LEGAL MATTERS**

### **Facility Access—Amgen**

Easement rights of Kent County Water Authority were impeded by Amgen's security protocol. The General Manager forwarded correspondence to Berglund, P.E. setting forth easement rights and to contact to discuss the matter and there has been no

formal reply and the General Manager stated that there is a conflict and there will be a need to discuss further.

Amgen requested Kent County Water Authority and its contractor to execute an access agreement/ license with respect to access to the tank. On February 7, 2007, Kent County Water Authority forwarded correspondence to Amgen stating that Kent County Water Authority has pre-existing easement rights for accessing the tank. With respect to draining the tank for maintenance, the Kent County Water Authority discovered the proposed drainage system was not installed and the existing system removed. On August 10, 2007, Legal Counsel for Amgen forwarded a proposed easement agreement to Legal Counsel for Kent County Water Authority. Legal Counsel and the General Manager have reviewed the proposed agreement and it extinguishes the pre-existing easement rights acquired in 1987. Therefore, Legal Counsel informed Legal Counsel for Amgen that the agreement is not acceptable as drafted as it extinguishes easement rights. The executed easement document from Amgen legal counsel was received however, the description for the easement area was omitted. Therefore, Amgen legal counsel recently forwarded the proposed legal description and plan for review by Kent County Water Authority and Legal Counsel.

#### Quaker Lane Booster Station

In order to meet setback requirements of the generator from the structure and to accommodate a temporary construction easement, 25' to 50' of abutting property owned by Duke Associates Limited Liability Corp. is required. Legal Counsel forwarded to the owner written request for a lease and has subsequently been in contact with the owner. Legal Counsel and the General Manager met with the land owner at the site. Kent County Water Authority will provide the land owner with a survey depicting the easement area and the owner will obtain an appraisal of the site with respect to Kent County Water Authority obtaining an easement and the owner will forward to Legal Counsel the appraised value of the easement. Legal Counsel for Kent County Water Authority has forwarded to the owner the engineering and Kent County Water Authority has offered to rehabilitate the retaining wall (the integrity of which is compromised and in need of repair) in lieu of paying a fee to the owner for expansion of the easement area. Legal Counsel contacted the owner and he stated that the real estate may be under sales contract, The owner will contact Legal Counsel in January as to whether or not the property will be conveyed.

#### Pressure Reducing Station

##### The Village at East Shore-Phase II (Coventry)

In connection with the development, Kent County Water Authority will install a pressure reducing valve station on an undeveloped road off of Route 3. Kent County Water Authority and Legal Counsel met with the Coventry Town Solicitor to confirm that no zoning board approvals are required for the station. Legal Counsel for Kent County Water Authority has reviewed the title and we are in a position to finalize the easement and are actively pursuing finalizing the easement documents with Legal Counsel for the

land owner. The engineering is complete and a revised description and easement document will be finalized.

#### Joseph Petrarca, Department of Public Utilities and Carriers

The decision by the Division of Public Utilities and Carriers has recently been rendered by the Hearing Officer, Lanni which was in favor of Mr. Petrarca. Legal Counsel and the General Manager determined that the decision is contrary to the Kent County Water Authority Rules and Regulations and an appeal was taken and is scheduled for February 4, 2008 by the Division of Public Utilities and Carriers.

#### Padula Easement/Flat Top

Legal Counsel is actively pursuing finalizing the easement document with Legal Counsel for the Developer.

#### Department of Health Rules and Regulations

Legal Counsel forwarded to Gregory A. Madoian, Esq., Legal Counsel for the Department of Health, the proposed private water system rules and regulations amendments as pertaining to public drinking water. These amendments were prepared by Legal Counsel, the General Manager and the staff. Legal Counsel also placed a telephone call to Mr. Madoian. Mr. Madoian contacted Legal Counsel who stated that the rules and regulations will be reviewed the week of April 15, 2007. Legal Counsel subsequently inquired of the Department of Health and it is still being considered. Legal Counsel has and will continue to contact the Department of Health until he receives an answer. This has been a frustrating issue in that the Department of Health has had these proposed regulations since April 9, 2007. Legal Counsel has sent letters and telephone calls in an attempt to schedule a meeting with the General Manager and Department of Health officials who do not seem to be motivated to address this serious issue. Legal Counsel will continue to pursue this issue, albeit there is serious resistance.

#### G-Tech

On June 30, 2006, G-Tech received approval of water service for its campus. Subsequent to approval, the campus was subdivided and sold. G-Tech did not notify Kent County Water Authority of the change in ownership as required by its Rules and Regulations. As a result of the change in ownership, the service at the property (Data Center) does not conform to the original tenets of the approval as the building is occupied by a different owner resulting in one service supplying different owners. Master metering is reserved for single ownership and G-Tech does not meet this requirement as G-Tech is currently connected to the Condyne Master Meter Service. Kent County Water Authority met with a representative of Condyne who was not aware that it was servicing the G-Tech data center. G-Tech is required to install a separate service to Hopkins Hill Road as set forth in Option A of the December 14, 2006

correspondence from G-Tech to Kent County Water Authority in order to resolve the issue of water service.

Legal Counsel performed research of the West Greenwich Land Evidence Records to ascertain the ownership of certain parcels of real estate located within the G-Tech site given recent subdivision of the site. The data center is under different ownership as a result of the subdivision but serviced by a master meter in violation of the regulations of Kent County Water Authority for property owned by another party. Legal Counsel for Kent County Water Authority, the General Manager and John Duchesneau met with Legal Counsel for Amgen and two Amgen representatives. Amgen and its Legal Counsel provided Kent County Water and its Legal Counsel with title to the subject property from Legal Counsel for the title company. Legal Counsel for Amgen will draft an indemnification agreement with respect to common service. Legal Counsel will review the indemnification agreement and determine whether or not the common service is legally permitted by the regulations of Kent County Water Authority. Amgen will coordinate a meeting with the owner of the property providing water to the data center.

Legal Counsel for G-Tech prepared a proposed memorandum of agreement between the parties and forwarded this to Legal Counsel for the Authority on August 10, 2007. Legal Counsel for Kent County Water Authority and the General Manager have reviewed the proposed agreement and it conflicts with the regulations of Kent County Water Authority. Therefore, Kent County Water Authority has forwarded correspondence to Amgen directing compliance by Amgen of installation of separate services.

G-Tech has filed a Declaratory Judgment/Restraining Order action and Kent County Water Authority has filed a Motion to Dismiss which will be briefed on January 4, 2008 with response by G-Tech for January 25, 2008 and hearing scheduled for February 1, 2008. Kent County Water Authority brief was filed with the Kent County Superior Court on January 4, 2008.

#### River Point Lace Works

The Company has gone into receivership and owes Kent County Water Authority approximately \$50,000. Legal Counsel has appeared at Court and has had conferences with the Receiver and will monitor the proceedings.

#### **Director of Finance Report:**

Arthur Williams, Finance Director, explained and submitted the financial report and comparative balance sheets, statements of revenues, expenditures, cash receipts, disbursements and comparative balance sheets and statements of revenue through December, 2007 which is attached as “C” and after discussion, Board Member Gallucci moved and seconded by Board Member Masterson 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, disbursements and comparative balance sheets and statements of revenue through December, 2007 be approved as presented and be incorporated herein and are made a part hereof as “C”.

### **Point of Personal Privilege and Communications:**

The Rhode Island Secretary of State, Ralph Mollis, presented to the Board and Board Member Graham accepted on behalf of the Board, the flags of Rhode Island and the United States of America. The American Flag was provided by Congressman, Patrick Kennedy.

### **GENERAL MANAGER/CHIEF ENGINEER’S REPORT**

#### **OLD BUSINESS:**

##### **“Aid in Construction” Regulation**

The General Manager forwarded the regulation as revised in conjunction with the review of the proposed regulation at the November 15, 2007 Board meeting. The Chairman recommended adoption of the regulation.

It was moved by Board Member Graham and seconded by Board Member Gallucci to approve the regulation for “Aid in Construction” as attached as “D” and it was unanimously,

VOTED: To approve the regulation for “Aid in Construction” as attached as “D”.

##### **2002A Bond Refinancing Status**

The General Manager stated that it is not the proper time to refinance in that the bond market is not advantageous and further research is required with respect to insurers of the bond.

#### **New Business**

##### **PWSC/KCWA Interconnection Agreement Approval**

The General Manager informed the Board that it is in the process of finalizing the agreement. The General Manager suggested that the Board approve the agreement subject to minor revisions by Legal Counsel.

It was moved by Board Member Masterson and seconded by Board Member Graham to approve the agreement attached as “E” subject to minor revisions by Legal Counsel and that the Chairman is authorized to execute the Agreement on behalf of the Kent County Water Authority and it was unanimously,

VOTED: To approve the agreement attached as “E” subject to minor revisions by Legal Counsel and that the Chairman is authorized to execute the Agreement on behalf of the Kent County Water Authority.

#### Stage 2 DBPR/Initial Distribution Plan

The General Manager stated that EPA regulations now require testing with respect to the breakdown of the chlorination process and that Kent County Water Authority has completed the first round of testing and that issues in the breakdown process arise in dead end systems.

#### URI/KCWA POSSIBLE GRANT APPLICATION

The General Manager is working with Mr. Gene Park of University of Rhode Island and a \$300,000 to \$600,000 grant is sought. He stated that the University of Rhode Island will work with the individual commercial customers and Kent County Water Authority will work with the residential aspect and the grant will be administered by the University of Rhode Island.

#### RFP APPROVAL CLEAN WATER INFRASTRUCTURE UPDATE

The General Manager stated that there were two proposals. The first proposal of Wright-Pierce was in the amount of \$14,821 and the second proposal from C & E Engineering Partners, Inc. was in the amount of \$28,500. The General Manager recommended the proposal of Wright-Pierce regarding the clean water infrastructure update.

It was moved by Board Member Graham and seconded by Board Member Gallucci to approve the proposal of Wright-Pierce in the amount of \$14,821 as attached as “F” and it was unanimously,

VOTED: To approve the proposal of Wright-Pierce in the amount of \$14,821 as attached as “F”.

#### KCWA Rate Filing

The General Manager informed the Board that it is his goal to file the rate case at the end of February, 2008.

WSSMP Review Comments:

The General Manager informed the Board that comments will be submitted at the end of January.

IFR/CIP Budget Review

This matter will be reviewed at the February 21, 2008 Board meeting.

**CAPITAL PROJECTS:**  
**INFRASTRUCTURE PROJECTS :**

IFR 2005 Construction/Paving Issue

The General Manager informed the Board that Kent County Water Authority has come to a resolution with the Town of Coventry, however, due to inclement weather, the paving will be addressed in the spring of 2008.

Greenwich Avenue Replacement (Approval Changer Order No. 1)

The General Manager informed the Board that action is required on Change Order No. 1 of James J. Geremia & Associates, Inc. for installation of a 12' gate valve in the amount of \$1,600 as attached as "G" and that he recommended the Change Order as necessary and is well within the bounds as to the amount.

It was moved by Board Member Masterson and seconded by Board Member Graham to approve Change Order No. 1 of James J. Geremia & Associates, Inc. in the amount of \$1,600 as attached as "G" and it was unanimously,

VOTED: To approve Change Order No. 1 of James J. Geremia & Associates, Inc. in the amount of \$1,600 as attached as "G".

All other 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 Masterson and it was unanimously,

VOTED: To adjourn the meeting at 5:30 p.m.

\_\_\_\_\_  
Secretary Pro Tempore



# **EXHIBIT A**

January 17, 2008

INDEMNIFICATION AGREEMENT

Whereas, the Kent County Water Authority ("KCWA") has been granted a Water Line Easement ("Easement") on the property designated as Lot 151 on Warwick Assessor's Plat 262 at 835 Bald Hill Road, Warwick, Rhode Island (the "Property").

Whereas, the Easement is recorded in a deed in the Land Evidence Records of the City of Warwick in Book 4055 at Page 131.

Whereas, the Easement provides that no building, structures or improvements be placed upon, under, or over the subject easement area.

Whereas, Maracap Realty, LLC ("Maracap"), the owner of the Property as successor to the grantors of the Easement desire to place certain structures and improvements in the Easement area with the approval of the KCWA;

Whereas, these structures and improvements proposed by Maracap should not interfere with the water line in the Easement area.

Now therefore, Maracap Realty, LLC and the Kent County Water Authority hereby agree as follows:

1. KCWA shall and hereby approves the placement of a portion of the building structure on the Easement area along with certain improvements, (1) a cantilevered overhang, (2) sidewalk, (3) retaining wall and (4) landscaping as depicted on the plans approved by the KCWA.

2. Maracap does hereby agree to indemnify, defend and hold harmless the KCWA, its officer, directors, employees, agents, and contractors and their successors and assigns ("Released Parties") against and from any costs (including reasonable attorney's fees and court costs), claims, expenses, liabilities, damages, losses or judgments of any kind whatsoever, arising out of or in connection with any claims or actions, derivative or otherwise, which arise out of or are in connection with the placement of any building, structures or improvements on the Easement area.

3. Maracap shall be responsible for the replacement of any installed improvements or landscaping on the Easement area in the event that KCWA needs to repair or maintain the utility line on the Property, including the cost of replacement of grass, shrubbery, sidewalks, retaining wall and surface restoration.

4. KCWA shall be responsible for the cost of pipe materials utilized for repairs, replacements, additions or upgrades to the water line in the Easement area unless the repair or maintenance is required as a result of damage caused by the improvements or landscaping on the Easement area.

5. Any changes to the Easement area as reflected on the site plan attached hereto as Exhibit A and incorporated herein by reference shall be approved by the KCWA.

6. This Agreement shall be binding on the respective parties, successors and/or assigns.

7. Upon execution, this Agreement shall be recorded in the Land Evidence Records of the City of Warwick.

This Agreement is dated the 11th day of July, 2007.

\_\_\_\_\_  
Witness

Maracap Realty, LLC

By:   
\_\_\_\_\_  
It's Duty Authorized Member

\_\_\_\_\_  
Witness

Kent County Water Authority

By:   
\_\_\_\_\_  
Robert B. Boyer  
Chairman

# **EXHIBIT B**

January 17, 2008



AUBURN SIGN  
CENTREDALE SIGN  
DARLINGTON AWNING & NEON

# sign & awning

SIGNING NEW ENGLAND SINCE 1946

December 3, 2007

Maracap Realty, LLC  
1615 Pontiac Avenue  
Cranston, RI 02920

Re: Professional Condominiums  
831 Bald Hill Road  
Warwick, RI 02886

To Whom It May Concern:

The double-sided, internally illuminated, free-standing tenant directory sign at 831 Bald Hill Road, Warwick, RI would ordinarily have been installed on a 4' x 4' x 3' deep concrete platform. However because of the water main underneath the sign AA Thrifty Sign has installed the sign in a manner in which it can be easily removed.

The sign can be temporarily removed as it is mounted on two poles, which are secured with a bag of cement in each hole to accommodate for the wind factor. The poles are covered with decorative skirting (also easily removable).

Sincerely,

A handwritten signature in black ink, appearing to read 'Geary Paolino', written over a horizontal line.

Geary Paolino, President  
AA Thrifty Sign & Awning

221 JEFFERSON BOULEVARD ▲ WARWICK, RI 02888

TELEPHONE 401.738.8055 ▲ FACSIMILE 401.738.8244 ▲ ON THE WEB: [www.aathriftysign.com](http://www.aathriftysign.com)

# **EXHIBIT C**

January 17, 2008

KENT COUNTY WATER AUTHORITY  
CASH RECEIPTS & DISBURSEMENTS  
FY 2007 - 2008

	JULY 2007	AUGUST 2007	SEPTEMBER 2007	OCTOBER 2007	NOVEMBER 2007	DECEMBER 2007	JANUARY 2008	FEBRUARY 2008	MARCH 2008	APRIL 2008	MAY 2008	JUNE 2008	RATE REVENUE FY 07-08	RATE REVENUE FY 06-07
<b>CASH RECEIPTS:</b>														
Water Customers	1,854,302	1,308,312	1,169,022	2,605,185	1,455,631	1,151,380	1,302,378	71,251	4,090				1,275,904.00	1,229,148.50
Interest Earned	203,181	132,732	114,141	115,014	130,238	71,251							1,107,888.24	1,225,972.63
Inspection Fee	4,330	150	200	2,681.0	18,130	4,090							2,657,394.59	2,650,984.60
Contribution In Aid Construction	-	-	-	-	-	-	-	-	-	-	-	-	1,231,125.13	1,235,628.04
Other	-	-	-	-	-	-	-	-	-	-	-	-	1,061,081.56	955,676.38
<b>TOTAL CASH RECEIPTS</b>	<b>40,889,922</b>	<b>37,288,695</b>	<b>36,980,325</b>	<b>38,827,025</b>	<b>37,039,066</b>	<b>36,548,723</b>								
<b>CASH DISBURSEMENTS:</b>														
Purchased Water	383,328	407,394	417,089	362,626	291,214	321,577							1,275,904.00	1,229,148.50
Electric Power	50,999	60,527	74,494	67,234	33,714	17,443							1,107,888.24	1,225,972.63
Payroll	133,134	162,708	166,070	161,620	139,004	152,177							2,657,394.59	2,650,984.60
Operations	217,434	78,474	78,103	95,754	144,938	135,203							1,231,125.13	1,235,628.04
Employee Benefits	45,868	43,886	43,595	45,839	43,698	42,925							1,061,081.56	955,676.38
Legal	7,189	6,636	7,650	2,714	4,886	6,680							1,280,198.72	980,039.08
Materials	20,391	9,370	17,796	34,034	12,048	65,132							886,979.39	886,979.39
Insurance	4,003	4,606	4,002	4,003	4,003	4,002							1,583,897.27	1,583,897.27
Sales Taxes	23,998	13,152	9,434	58,517	11,636	8,733							886,019.92	886,019.92
Rebonds	6,343	1,168	-	-	330	200							886,211.81	886,211.81
Rate Case	3,331	14,000	13,451	18,248	4,267	5,092							1,823,813.96	1,823,813.96
Conservation	3,331	-	-	-	6,244	-								
Pilot	8,322	-	-	12,813	-	303								
Capital Expenditures (Other)	29,666	6,384	-	14,936	916	23,081								
2004 Infrastructure	112,771	3,441	-	14,072	16,480	6,568								
Michael Wolf/Swing/Pump/Treat	-	-	-	4,856	9,272	4,385								
Chlorine Pump Station	896	2,102	-	1,478	3,215	1,150								
E. O. Weil Upgrade	-	-	-	-	-	-								
ONS Development Mapping	-	-	-	-	-	-								
Read Schoolhouse Road - Main	-	-	-	-	-	-								
Read Schoolhouse Road - Tank	-	-	-	-	-	-								
Milbrook Well - Piles	14,356	-	-	4,931	7,453	150								
Greenway Avenue - 4' & 12' Main	972	27,087	3,981	438,284	125,226	283,799								
System Storage Evaluation	702,731	705,388	13,566	1,600	716,468	624,369								
2006A Infrastructure	-	3,679	-	1,833,394	20,643	24,219								
Quaker Lane Pump Station	89,091	6,500	-	113,250	12,158	-								
Tech Park Storage Tank	7,461	1,373	168	7,875	336	-								
Upland Avenue 600' 8"	-	-	-	9,360	3,927	4,749								
Alburn-Bleach-Jefferson 8"	-	-	-	-	-	-								
U. S. Bank - Debt Service (P & I)	3,101,385	18,312	119,110	37,713	146,112	13,663								
Water Protection	89,288	-	-	-	-	-								
<b>TOTAL DISBURSEMENTS</b>	<b>\$942,821</b>	<b>1,591,543</b>	<b>900,509</b>	<b>3,372,028</b>	<b>1,747,984</b>	<b>1,737,689</b>								
<b>BALANCE END OF MONTH</b>	<b>35,847,101</b>	<b>35,697,132</b>	<b>36,080,016</b>	<b>35,454,967</b>	<b>35,311,082</b>	<b>34,811,034</b>								
<b>PRIOR YEAR</b>	<b>35,079,271</b>	<b>34,873,755</b>	<b>34,931,810</b>	<b>36,411,583</b>	<b>37,448,306</b>	<b>37,702,561</b>	<b>37,846,468</b>	<b>37,979,405</b>	<b>38,333,414</b>	<b>38,302,338</b>	<b>38,340,305</b>	<b>38,827,409</b>		



# **EXHIBIT D**

January 17, 2008

## **AID IN CONSTRUCTION**

### **Purpose:**

Provide a methodology by which a person or a public or private entity can contribute money, services or property to the Kent County Water Authority (KCWA) to the extent that the purpose of the contribution is to aid in the expansion, improvement or replacement of KCWA water facilities in conjunction with documented and planned capital (CIP) or infrastructure (IFR) projects as approved by the KCWA Board of Directors (Board).

### **Acronyms:**

CIP: KCWA approved and current Capital Improvement Program

IFR: KCWA approved and current Clean Water Infrastructure Program

ALLOCATED: (reference to funding) funds approved via the regulatory body, bond issuance or KCWA budgeted.

### **Eligible Projects:**

Subject to funding and initiation, only those projects identified in the current CIP or IFR programs including but not limited to actual construction and associated administrative, legal, scientific, design and engineering services or evaluations.

### **Participation Agreement:**

Engaging in an Aid in Construction Participation Agreement (ACPA) shall require prior approval from the Board. Upon approval by the Board, the ACPA shall outline the need for the project, Board synopsis of the overall benefits to the system, amount or value of the contribution and any terms and conditions as to contribution acceptance.

### **Forms of Aid in Construction:**

1. Voluntary cost sharing, cash or real property contributions of active or planned CIP/IFR design and construction projects that have KCWA funding allocated or being expended.
2. Voluntary cost sharing, cash or real property contributions to advance CIP/IFR projects including planning, design or construction where the KCWA funding is not allocated or being expended.
3. Other forms of aid in construction shall be allowed in the form of system expansion as provided in the Rules and Regulations of the Kent County Water Authority.

# **EXHIBIT E**

January 17, 2008

## EMERGENCY INTERCONNECTION WATER SUPPLY AGREEMENT

THIS EMERGENCY INTERCONNECTION WATER SUPPLY AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_, 2007, by and between the PROVIDENCE WATER SUPPLY BOARD (PWSB), with an address of 552 Academy Avenue, Providence, Rhode Island 02908 and KENT COUNTY WATER AUTHORITY (KCWA), a 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, West Warwick, Rhode Island 02893 (KCWA).

### **PREAMBLE**

WHEREAS, KCWA owns, manages and operates a public water supply system in the State of Rhode Island (the “KCWA System”);

WHEREAS, PWSB owns, manages and operates a public water system in the State of Rhode Island (the “PWSB System”);

WHEREAS, PWSB and KCWA desire to establish an Emergency Water Supply System Interconnection (the “Interconnection”), pursuant to which KCWA shall receive emergency water supply from the PWSB, and PWSB shall receive emergency water supply from KCWA; and

WHEREAS, PWSB and KCWA desire to set forth the terms and conditions pursuant to which PWSB and KCWA shall construct and operate the Interconnection and emergency supply water will either be supplied to the KCWA’s System from the PWSB’s System or to the PWSB System from the KCWA System.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, PWSB and KCWA, hereby, agree as follows:

1. THE INTERCONNECTION: The interconnection is comprised of an emergency booster station and associated 20-inch diameter water main (to be owned and operated by PWSB) and approximated, 16,000 feet of 12-inch through 20-inch diameter water mains (to be owned and operated by KCWA). PWSB and KCWA agree that PWSB shall construct and establish the booster station and a 20-inch diameter transmission main at structure "D" of the tunnel access to the KCWA System on Harding Street in West Warwick. PWSB and KCWA also agree that KCWA shall construct and establish a network of water mains (included in KCWA's 2006A Infrastructure Improvement Project) that will operate in conjunction with the PWSB's booster station. KCWA and PWSB will each maintain independent isolation valves that must both be opened to activate the Interconnection by mutual agreement.
  
2. NORMAL OPERATION: During normal operations, the KCWA valve and the PWSB valve regulating the Interconnection and the connection of the KCWA System to the PWSB System shall be closed. PWSB and KCWA shall, at their own expense, inspect those valves monthly within their systems to ensure that the closed position of those valves is in effect during regular operations.
  
3. EMERGENCY OPERATION:
  - a. In the event of an emergency pursuant to which KCWA requires additional potable water to service its customers, KCWA shall contact PWSB to request activation of the Interconnection between the KCWA System and the PWSB System; thereby, allowing KCWA to utilize water from the PWSB System in an emergency. In the event that PWSB requires additional potable water they shall contact KCWA to request activation of the interconnection in an emergency. All requests to activate the Interconnection shall be in writing, setting forth a brief summary of the need signed by the appropriate PWSB or KCWA officer and presented to the General Manager of the party that will supply water for their written approval.
  - b. Both KCWA and PWSB, hereby, agree not to unreasonably withhold or delay authorization to activate the Interconnection in an emergency.

- c. Upon receipt of such authorization, KCWA and PWSB shall read the meter at the Interconnection for a beginning reading upon the activation of the Interconnection. Each shall confirm the reading of the other by signing a duplicate original form evidencing such joint reading. PWSB reserves the right, at any time, to test the meter for accuracy by way of a Certified Meter Test. KCWA shall reimburse PWSB for 50 % of the cost of such meter testing; provided however, KCWA's obligation to so compensate PWSB for such Certified Meter Test is limited to one time in any twelve-month period.
- d. Upon the completion of the use of water for emergency purposes by KCWA, the KCWA will notify PWSB that the Interconnection will be put back into a closed position and all valves will be shut and the systems shall return to normal operation pursuant to Paragraph 2 hereof. Upon completion of the use of water for emergency purposes by PWSB, the PWSB shall notify the KCWA that the Interconnection will be put back into a closed position and all valves will be shut and the systems shall return to normal operations pursuant to Paragraph 2, hereof. Said closure of the isolation valves will take place in the presence of representatives of KCWA and PWSB. The PWSB will have sole possession of the booster station key and will be responsible for the shutdown of the station.
- e. KCWA and PWSB may conduct a meter reading to determine the volume of water utilized by either party during such emergency purposes, and KCWA or PWSB will charge for that water usage at the then-current wholesale rates in place. KCWA and PWSB acknowledge that the water usage rates charged by KCWA and PWSB are fixed by the Rhode Island Public Utility Commission and that such rates are subject to change from time to time by the Rhode Island Public Utility Commission.
- f. Either party may invoice for its water usage and both parties, hereby, agree to pay such invoices within thirty (30) days of receipt. Failure of either party to timely pay for water usage shall, at the option of the party to whom monies are owed, constitute breach of this agreement and give rise to justification for

said party to refuse to activate the Interconnection at any time subsequently requested if an overdue and delinquent billing remains unpaid.

4. FACILITIES MAINTENANCE: PWSB hereby agrees to maintain, repair and replace (as necessary) all of the pumps, valves, systems and equipment in the booster station as well as the 20-inch diameter water main from Harding Street to the booster station related to the Interconnection, and shall notify KCWA upon the start and upon the completion of any work whether it be maintenance or repair or replacement, upon the Interconnection. All costs of equipment replacement in the pump station shall be at the sole cost and expense of PWSB. KCWA, hereby, agrees to maintain, repair and replace (as necessary), the water mains and appurtenances related to the operation of the Interconnection (included in KCWA's 2006A Infrastructure Improvement Project) which are owned and operated by KCWA. All costs associated with the maintenance, repair or replacement of these mains shall be at the sole cost and expense of KCWA.

5. MISCELLANEOUS:

- a. That the preparation of the plans and specifications and the construction of the pump station and the associated 20-inch diameter main associated shall be by PWSB at its sole cost and expense.
- b. That the preparation of the plans and specifications and the construction of the water mains and associated appurtenances included in KCWA's 2006A Infrastructure Improvement Project shall be by KCWA at its sole cost and expense.
- c. That all SCADA component parts to be utilized in the construction of the Interconnection will be compatible with KCWA's SCADA system.
- d. That the projected quantity of water to be used via the Interconnection shall be limited to a maximum of 8 MGD or a lesser amount within PWSB's or KCWA's capability to supply. The above approvals and determinations are a prerequisite to either party being bound hereunder.

- e. That KCWA makes no guarantees regarding available water pressure at the Interconnection. PWSB shall be responsible for installation and maintenance of any devices/equipment needed to deliver water into the PWSB's system at desired pressure.
- f. That in all events, the needs and requirements of the party that would supply water during the emergency is primary and superior to those of the party requesting emergency supply including, but not limited to other outstanding emergency interconnection agreements. Should an occasion arise when the needs and requirements of the party supplying emergency water cannot be met, said party is empowered to close off the Interconnection unilaterally.
- g. That PWSB or KCWA may call for activation of the Interconnection only upon occasion of an emergency. An emergency, for purposes of this agreement, is defined as "A catastrophic interruption of the PWSB System or the KCWA System which results in an insufficient water supply being available to service its customers and/or to maintain an adequate fire-fighting supply." An emergency shall also include times when one of the PWSB aqueduct(s) is out of service for inspection and/or repair.
- h. That the Interconnection and its use is not to be utilized as a water supply source to meet normal, everyday needs and requirements of either PWSB or KCWA, but only for emergency occasions as aforesaid. During activation of the Interconnection, restrictions on nonessential water use must be implemented including outdoor water use bans, hydrant flushing and all unnecessary water use.

The identity and addresses of the parties are as follows:

Kent County Water Authority  
c/o Timothy J. Brown, P. E., General Manager  
P. O. Box 192  
1072 Main Street  
West Warwick, RI 02893-0192

Providence Water Supply Board  
c/o Pamela Marchand, P. E., General Manager  
552 Academy Avenue  
Providence, RI 02908

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Witness:  
\_\_\_\_\_

KENT COUNTY WATER AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROVIDENCE WATER SUPPLY BOARD

Witness:  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **EXHIBIT F**

January 17, 2008

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# MEMORANDUM

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**To:** Tim Brown  
**From:** Kevin Fitta  
**Subject:** Review of Proposals – Clean Water Infrastructure Plan  
**Date:** December 19, 2007

Proposals were received for the above referenced project from Wright-Pierce and C&E Engineering Partners. The following are my comments on the proposals received for the above-referenced proposal:

## Wright-Pierce

Wright Pierce has not done Clean Water Infrastructure Plans in RI. They have done projects of a similar nature (CIP programs) for several communities. They have included Woodcock & Associates in their proposal. The project understanding/scope of work section did commit to conducting all scope items in the RFP.

They did not include a resume of the staff member who would be working the most hours on the project (Niki Kallergis). They have since provided (attached).

Sub-consultants: Woodcock & Associates (for rate analysis aspects)  
Total Hours: 124 (does not include sub-consultant hours)  
Not-to-exceed Fee: \$14,821

## C&E Engineering Partners

C&E has done this type of work previously for KCWA and other water systems (7+ plans). In fact, they completed the 2003 Clean Water Infrastructure Plan and the 2006 Pipeline Database Update for KCWA. Bacon & Edge will be doing the financial component of the project and they have rate making experience with the RIPUC.

They did not include the name or a resume for the "Staff Engineer" that will be working the most hours on the project.

Sub-consultants: Bacon & Edge Certified Public Accountants (for rate analysis aspects)  
St. Jean Engineering (structural)  
Total Hours: 300 (includes sub-consultant hours)  
Not-to-exceed Fee: \$28,500

## Summary

- Both of the firms appear qualified to do this work. C&E has experience doing Clean Water Infrastructure Plans (CWIP) for KCWA and other water suppliers. Wright-Pierce has not done any CWIPs but has done work of a similar nature. C&E expressed a more thorough understanding of the scope in their proposal. Both firms indicated they would do what was called for in the RFP.

- Neither firm provided resumes for the “staff engineer” or the engineer that would be doing most of the work on the project.
- Wright-Pierce’s fee is approximately ½ that of C&E’s.
- C&E proposes 300 labor hours (includes sub-consultants) versus the 124 labor hours (does not include sub-consultant) that Wright-Pierce proposes.

A table is attached that summarizes the proposal requirements from the RFP and indicates whether each of the above firms met the requirement. As shown in the table, not all the requirements were met by both of the firms.

**Review of Clean Water Infrastructure Plan Proposals**

19-Dec-07

RFP Item	Description	Proposal meets requirements	
		Wright-Pierce	C&E
2.3	5 years experience & experience with RI Public Utilities Rate Making	Y	Y
2.7	Written evidence of insurance	Y	Y
13.1	8 copies of proposal	Y	Y
13.1	Technical approach & Detailed scope of services	Y	Y
13.1	Detailed project schedule	Y	N
13.1	Proposed project team including subcontractors	Y	N - Did not identify "staff engineer"
13.1	Proposed fee in proper format	Y	N - sub-consultants are not separated in fee table.
13.2	Resume of project manager & staff	N - no resume for NIKI Kallergis	N - No resume for "Staff Engineer"
13.3	Disclosure statement regarding potential conflicts of interest	Y	Y
13.4	Brief (5 pages or less) description of firm	Y	Y
13.5	Description of current workload of firm and/or project personnel	Y	Y
13.6	List of clients over past five years with reference contact and project team member assigned to project	Y	N - List is included but the project team member associated with each project is not identified.
13.9	Evidence of Registration to do business in RI (out of state corporations)	Y	N/A

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# NIKI KALLERGIS

## Project Engineer

**Project Assignment**  
Project Engineer

**Education**  
B.S., Civil and Environmental,  
University of Massachusetts  
Amherst,  
2005

M.S., Environmental Engineering  
University of Massachusetts  
Amherst,  
2007

**Joined Firm**  
2007

**Professional Affiliations**  
American Water Works  
Association (AWWA)

New England Water Works  
Association (NEWWA)

### Experience Summary

Ms. Kallergis is a project engineer who has recently joined Wright-Pierce's Water Engineering Department. Her responsibilities include assisting in design of water treatment processes and facilities, pump stations, water supply wells, water storage facilities, and water main infrastructure. Construction phase responsibilities include construction management and onsite field representation.

### Relevant Project Experience

**Haverhill, MA** - Assistant project engineer for the construction of a booster water pump station at a new residential development site. Specific project responsibilities include coordination between the client/town, contractor and subcontractors and monitoring of site construction.

**Somerset, NH** - Assistant project engineer for the development of the operations and maintenance manual for a water treatment facility upgrade. The facility upgrade incorporates a pre-treatment system, a filtration system and disinfection requirements. The project involved removal of the existing buoyant media clarifier (Microfloc) to upgrade filtration capacity from 3 MGD to 6 MGD. Ballasted Micro-Sand Pretreatment technology was utilized to enhance TOC removal.

**Weston, MA** - Project engineer for the upgrade of a water pump station. The scope of work includes equipment selection, preparation of specifications, and on site representation.

Prior to joining Wright-Pierce, Ms. Kallergis' experience includes:

#### University of Massachusetts, Amherst - Research Assistant

- Research funded by Mass Highway Department pertained to geotechnical characterization of a road salt contaminated site by evaluation of cation exchange process and its effects on fate and transport of the contaminant
- Planning and conducting monthly field groundwater sampling trips at catch-basin for highway deicing salt runoff
- Processing groundwater samples for laboratory chemical analysis and data analysis
- Responsible for performing batch experiments to generate cation exchange isotherms and develop a mathematical model that describes solute fate and transport through the subsurface at the site under investigation
- Conducted study on the hydrology and hydrometeorology of Puerto Rico as part of the REU CASA program
- Analysis of rain gauge and streamflow data and hydrograph generation with focus on extreme weather phenomena

# **EXHIBIT G**

January 17, 2008



**JAMES J. GEREMIA & ASSOCIATES, INC.**  
CONSULTING ENVIRONMENTAL ENGINEERS & SCIENTISTS

November 21, 2007

Mr. Kevin J. Fitta, P.E.  
System Engineer  
Kent County Water Authority  
P.O. Box 192  
West Warwick, RI 02893-0192

RECEIVED  
NOV 26 2007  
BY: *[Signature]*

Re: Greenwich Avenue Water Main Replacement  
Warwick, RI

Dear Mr. Fitta:

Enclosed, for your execution, is Change Order No. 1 for the 12" gate valve that was installed on the existing 12" water main near Clifford.

Please return one (1) executed copy of this change order to JGA and one (1) to Parkside.

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

Very truly yours,

**JAMES J. GEREMIA & ASSOCIATES, INC.**

Richard M. Hencler, P.E.  
Project Manager

Enclosures

# CHANGE ORDER

OWNER  FIELD   
 ENGINEER  OTHER   
 CONTRACTOR

PROJECT: GREENWICH AVE. WATER MAIN REPLACEMENT  
 (name, address) KENT COUNTY WATER AUTHORITY

CHANGE ORDER NUMBER: 1  
 DATE: SEPTEMBER 28, 2007

TO CONTRACTOR: PARKSIDE UTILITY CONSTRUCTION CORP.  
 (name, address) 2229 PLAINFIELD PIKE  
 JOHNSTON, RI 02919

ENGINEER'S PROJECT NO.: 05-008  
 CONTRACT FOR: Greenwich Avenue Water Main Replacement for the Kent County Water Authority

The Contract is changed as follows:

Installation of a 12" gate valve on the existing 12" water main on Greenwich Avenue near Clifford,  
 as authorized by Kent County Water Authority (see attached) ADD \$1,600.00

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	1,555,970.00
Net change by previously authorized Change Orders .....	\$	0.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	1,555,970.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order in the amount of .....	\$	1,600.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be .....	\$	1,557,570.00

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( 0 ) days.

JAMES J. GEREMIA & ASSOCIATES, INC.  
 ENGINEER

PARKSIDE UTILITY CONSTRUCTION CORP.  
 CONTRACTOR

KENT COUNTY WATER AUTHORITY  
 OWNER

272 WEST EXCHANGE ST., SUITE 201  
 Address

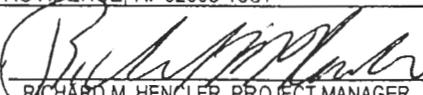
2229 PLAINFIELD PIKE  
 Address

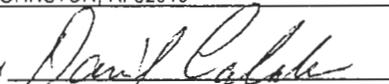
P.O. BOX 192  
 Address

PROVIDENCE, RI 02903-1061

JOHNSTON, RI 02919

WEST WARWICK, RI 02893-0192

BY   
 RICHARD M. HENCLER, PROJECT MANAGER

BY 

BY \_\_\_\_\_

DATE 11/21/07

DATE 11/15/07

DATE \_\_\_\_\_

September 19, 2007

Richard Hencler  
James Geremiah and Associates

RE: Extra valve at Clifford St.

Dear Mr. Hencler,

As per our conversation, here is a breakdown for the work to install the extra valve at Clifford St.

Materials

12" Dresser Coupling	2ea. @ \$110 ea.	\$220
12" DI Pipe	10 ft. @ \$22/ft.	<u>\$220</u>
<b>Total Materials</b>		<b>\$440</b>

Labor

Foreman	4hrs. @ \$52/hr.	\$208
Laborers (2)	4hrs. @ \$48/hr. ea.	\$384
Operator	4hrs. @ \$52/hr	<u>\$208</u>
<b>Total Labor</b>		<b>\$800</b>

Equipment

Backhoe	4hrs. @ \$40/hr.	\$160
Dump Truck	4hrs. @ \$30/hr.	\$120
Utility Truck	4hrs. @ \$20/hr.	<u>\$80</u>
<b>Total Equipment</b>		<b>\$360</b>

Total cost to complete **\$1,600.00**

If you have any further questions please feel free to give me a call.

Sincerely,

# **EXHIBIT H**

January 17, 2008

**PLANNING DOCUMENT \$25,000/YEAR ALLOCATION**

<b>PROJECT</b>	<b>STATUS</b>
Water Supply System Management Plan WSSMP	Responding to comments received
Hunt River Interim Management & Action Plan	Implementing/meeting scheduled February 2008
2008 CIP Program Plan	Under Development, first draft under review
Clean Water Infrastructure Plan 2008	For selection of consultant

**UPDATED CIP PROJECTS BOND FUNDING**

<b>PROJECT</b>	<b>STATUS</b>
Mishnock Well Field (new wells) CIP - 1A	Design Underway
Mishnock Transmission Mains CIP - 1B	Preliminary Design Underway
Mishnock Treatment Plant CIP - 1C	Design Underway
East Greenwich Well Treatment Plant - CIP-2	Concern on future/development
Clinton Avenue Pump Station Rehabilitation CIP - 7A	Completion & Close-out
Read School House Road Tank CIP - 7B	Design Underway 75% Review Set, DEM Application
Read School House Road Main CIP 7c, 7d, 8a	Bid Date - January 31, 2008

**IFR FUNDED PROJECTS**

<b>PROJECT</b>	<b>STATUS</b>
IFR 2005	Tiogue Tank Re-service Separate Bid, Paving Spring
IFR 2006 A	PWSB Interconnection Operating/Task Order No. 9 Execution
IFR 2006 B	Reconfiguration of Design Bid 2007 - If Funding Available
IFR 2007	On Hold, Additional Funding Required
PWSB 78" / Johnson Blvd. P.S. Modification	Agreement Approval and Chairman Signature
Greenwich Avenue Replacement	Construction Winter Shut Down
Hydraulic Tank Evaluation	Copies received under final review
Quaker P. S. Evaluation/Preliminary Design	Design Underway Easement Review
<b>Tech Park Tank Recoating</b>	<b>Completed</b>
Tiogue Tank Re-Service	Ready for Bid and need to set bid date
Hydrant Painting	Color Selection/Coding/Need