

KENT COUNTY WATER AUTHORITY

BOARD MEETING MINUTES

December 18, 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 December 18, 2008.

Chairman, Robert B. Boyer opened the meeting at 3:30 p.m. Board Members, Mr. Gallucci, Mr. Masterson, Mr. Giorgio and Mr. Inman were present together with the General Manager, Timothy J. Brown, Director of Administration and Finance, Joanne Gershkoff, Legal Counsel, Maryanne Bevans and other interested parties. The Chairman led the group in the pledge of allegiance.

The minutes of the Board meeting of November 20, 2008 were moved for approval by Board Member Masterson and seconded by Board Member Giorgio and were unanimously approved.

Guests:

High Service Requests

136 Silverwood Lane, West Warwick, Terrance Giblin

This matter was continued to the January, 2009 Board meeting.

Brookside Center Renovation, DiPrete Engineering

Dennis DiPrete of DiPrete Engineering appeared on behalf of the applicant and informed the Board that the applicant had previously received approval for water service together with municipal approvals however, due to the downturn in the economy, the developer was unable to proceed with the project at the time of the Kent County Water Authority Board approval and has resubmitted its request for high service approval as the extension period had expired. He stated that the subject request was for high service to business and residential at the former Almacs site in Coventry. The General Manager informed the Board that he has reviewed the plans for the project and that the plans have not changed from the first submission (and approval).

It was moved by Board Member Inman and seconded by Board Member Masterson to approve the proposed hybrid system service concept using high service to supply the fire service only and low service for domestic supply to this site with the stipulation that a flushing program be designed and implemented that will assure water quality within the fire main is maintained consistent with the requirements contained in

the Rhode Island Department of Health and Federal EPA Regulations and domestic supply must remain connected to the low service until such time as domestic supply becomes available in the high service to support the domestic requirements of the site and a complete design application submission for the infrastructure necessary to support high service fire service and low service domestic service to the site must be submitted for approval prior to construction of any infrastructure within this site.

1. The Kent County Water Authority (KCWA) is not a guarantor of water supply for this or any other approval and KCWA can only supply water reasonably available to it and therefore any applicant/customer of KCWA understands that any third party commitments made by an applicant/customer are subject to the reasonable availability of water supply and limits of the existing infrastructure to support service.

2. A deficient condition associated with accelerated commercial and residential development exists in the area serviced by the KCWA. The KCWA is in the process of planning for additional water supply and therefore delays or diminution in service may occur if the water supply is unavailable or unable to produce water sufficient to service the customers of KCWA.

3. Ventures, commitments or agreements are at the applicant's sole risk if supply or existing infrastructure is found to be insufficient to support service. The applicant may afford the Authority with system improvements to facilitate adequate service.

4. The applicant shall file a formal application with the necessary design drawings, flow calculations, including computer hydraulic modeling to fully evaluate this project supply availability and the potential impact on the existing public water supply system. The applicant/customer understands that any undetected error in the application or an increase or change in demand as proposed, which materially affects the ability to supply water to the site, will be the responsibility of the applicant/customer and not the KCWA.

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. If irrigation systems are installed, they must be supplied by a private well. Xeriscape landscaping technique and/or proper planting bed (high water holding capacity) soil preparation shall be employed throughout the project.

And it was unanimously,

VOTED: To approve the proposed hybrid system service concept using high service to supply the fire service only and low service for domestic supply to this site with the stipulation that a flushing program be designed and implemented that will assure water quality within the fire main

is maintained consistent with the requirements contained in the Rhode Island Department of Health and Federal EPA Regulations and domestic supply must remain connected to the low service until such time as domestic supply becomes available in the high service to support the domestic requirements of the site and a complete design application submission for the infrastructure necessary to support high service fire service and low service domestic service to the site must be submitted for approval prior to construction of any infrastructure within this site.

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Hopkins Hill Business Park, Jeffrey Butler

Sanford J. Resnick, Esq. appeared on behalf of the applicant. Mr. Resnick informed the board that he provided to Legal Counsel for Kent County Water Authority and the General Manager the proposed third amendment to Hopkins Hill Business Park Condominium (association) with respect to maintenance, flushing, testing and reporting requirements for the Commerce Park waterline by the Condominium Association as evidenced and attached as “**A**”.

The General Manager stated his concern with respect to clause numbered 6 of the proposed third amendment due to the reference to domestic wells. The General Manager stated that there can be no intermingling of water systems. Mr. Resnick clarified the reference to domestic well service in that if the Board does not grant the domestic high service request, the applicant has the ability to utilize wells for domestic service.

The General Manager reminded the board of the history of the approval whereby the Board approved fire service only due to the fact that the applicant at that time represented to the Board that wells would be utilized for domestic service and the applicant subsequently appeared before the Board and requested domestic service opposed to wells and the applicant now is requesting domestic service in addition to the approved fire service. The General Manager reiterated to the Board his position which was originally submitted in a memorandum dated November 14, 2005 and is incorporated in the minutes of the November 16, 2005 Board meeting and the memorandum unequivocally stated that he is the licensed operator of the Kent County Water Authority system and that he can not countenance any further water approvals while the water deficit continues to avoid a catastrophic incident.

Board Member Masterson was concerned how Kent County Water Authority would monitor service in the event the land units are subdivided in the future.

It was moved by Board Member Gallucci and seconded by Board Member Giorgio to modify the Board’s action of June 21, 2007 and conditionally approve the applicant’s request for domestic and fire supply subject to design approval by the General Manager/Chief Engineer, as necessary to service the above commercial site with the following conditions in lieu of a moratorium: All conditions presented concerning the Condominium Association documents and flushing requirements were also approved.

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VOTED: To modify the Board's action of June 21, 2007 and conditionally approve the applicant's request for domestic and fire supply subject to design approval by the General Manager/Chief Engineer, as necessary to service the above commercial site with the following conditions in lieu of a moratorium: All conditions presented concerning the Condominium Association documents and flushing requirements were also approved.

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Shipwreck Falls, Sanford Resnick

Sanford J. Resnick, Esq. and Dennis DiPrete of DiPrete Engineering appeared on behalf of the applicant. Mr. Resnick stated that due to the economic downturn, the project had been delayed. Mr. Resnick inquired of the Board the expiration period for the conditional approval. The General Manager stated that no approval for water service has been granted because the applicant had not applied for water service. The General Manager informed Mr. Resnick that there was an allocation granted by this Board on February 15, 2007 for water service and the allocation expired six (6) months after the grant of that allocation.

The Chairman stated his concerns as the project is on again, off again. He reiterated that the applicant received an allocation for water service but no plans have been submitted to Kent County Water Authority.

Mr. Resnick stated that there were economic and legislative issues that delayed the project. Board Member Masterson inquired if an allocation for water service would

facilitate financing for the project and Mr. Resnick replied that the lender inquires as to the status of the requisite approvals.

The General Manager stated that the applicant obtained an allocation of 120,000 gallons per day. Mr. DiPrete stated that he was aware of the 120,000 gallons per day.

It was moved by Board Member Gallucci and seconded Board Member Giorgio to approve the same allocation with the condition that if there is an increase in allocation, the applicant must come before the Board and further, to accept the developer's offer for aid in construction to complete the design work and bidding documents for the Route 2 infrastructure improvements and to conditionally approve the request for water supply to service the development with the following conditions in lieu of a moratorium:

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6. If irrigation systems are installed, they must be supplied by a private well. Xeriscape landscaping technique and/or proper planting bed (high water holding capacity) soil preparation shall be employed throughout the project.

7. The developer understands Kent County Water Authority is unable to commit supply if upgrades to the Bald Hill Pump Station and infrastructure are not in operation by the time the development is ready for occupancy. The developer is responsible to cause the installation of all upgrades and improvements prior to occupancy.

8. The Kent County Water Authority legal counsel and legal counsel for the developer shall specify in a separate agreement outlining these stipulations of the separate aid and construction agreement.

9. Applicant should comply with all Kent County Water Authority Rules and Regulations.

10. This approval is based upon the flow allocation or number of rooms from that originally presented to the Board at the February 15, 2007 Board meeting.

And it was unanimously,

VOTED: To approve the same allocation with the condition that if there is an increase in allocation, the applicant must come before the Board and to accept the developer's offer for aid in construction to complete the design work and bidding documents for the Route 2 infrastructure improvements and to conditionally approve the request for water supply to service the development with the following conditions in lieu of a moratorium:

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LEGAL MATTERS

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. easements have been secured by Kent County Water Authority from said Duke prior to conveyance of the subject to real estate to Bald Hill Holding Co., a Connecticut limited liability company. In November, 2008, subsequent to securing the easements, Kent County Water Authority discovered that the parking area at the site had been expanded which encroaches on the temporary construction easement area of Kent County Water Authority which may also impact the renovation of the retaining wall by Kent County Water Authority. Therefore, Legal Counsel for Kent County Water Authority will contact the new owner with respect to the encroachment once a plan depicting the encroachment is received from Kent County Water Authority. A plan was received from Kent County Water Authority with respect to

the encroachment issue and the parking area is not encroaching upon the easement area of Kent County Water Authority. Therefore, no further action is required.

Joseph Petrarca, Department of Public Utilities and Carriers

The decision by the Division of Public Utilities and Carriers was rendered by Hearing Officer Lanni which was in favor of Mr. Petrarca. Legal Counsel and the General Manager determined that the decision was contrary to the Kent County Water Authority Rules and Regulations and an appeal was taken and was heard on February 4, 2008 by the Division of Public Utilities and Carriers and decision is now in abeyance from the Hearing Officer. Due to water quality issues on Philip Street, Legal Counsel moved for a postponement of the decision of the Hearing Officer and continued discussion has ensued with the General Manager concerning an amendment of the IFR program. A settlement offer was drafted by the Department of Attorney General and is being considered by Legal Counsel and General Manager and they have spoken and are awaiting the status of the job. This matter was on hold until the disposition of the 2006 and 2007B bid and the cost is to be determined. On November 13, 2008 a letter was sent to Joseph Petrarca with an original Settlement Agreement for his signature. On December 15, 2008, a follow up letter was sent to Mr. Petrarca since nothing has been received.

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 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 and he sent a letter to the Department of Health Legal Counsel on March 11, 2008 and is awaiting word on a meeting. Legal Counsel telephoned Mr. Madoian on several occasions, including June 12, 2008 and June 26, 2008 and a letter was sent to Mr. Madoian on August 12, 2008. Mr. McGair left a voice mail for Mr. Madoian on September 16, 2008 and there has been no reply as of yet. It is clear that despite efforts that the State is not interested and that the Kent County Water Authority should enact its own regulation and Legal Counsel will draft legislation submission to the General Assembly for the January session.

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. The matter has been dismissed and G-Tech will pursue with the DPUC. Legal Counsel received a letter from Attorney William Landry on January 28, 2008 stating that they will file with the DPUC. On July 16, 2008, G-

Tech filed a Complaint with the DPUC against Kent County Water Authority. On August 5, 2008, Legal Counsel for Kent County Water Authority filed an Answer to the Complaint. The DPUC pre-hearing conference was held on November 17, 2008 wherein a Procedural Schedule was issued and the first item on the schedule is that a pre-hearing memorandum and pre-filed testimony is due from G-Tech on December 15, 2008 and a reply memorandum and pre-filed testimony is due from Kent County Water Authority on January 20, 2009. The pre-hearing memorandum was received from G-Tech Legal Counsel on December 17, 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. Palmisciano-Ponte Investment Group LLC purchased business only as a going concern. Lender foreclosed on real estate and was highest bidder at foreclosure. Lender in discussion with Palmisciano-Ponte Investment Group LLC regarding Palmisciano-Ponte Investment Group LLC purchasing real estate. All parties are aware of Kent County Water Authority statutory lien and Legal Counsel will continue to monitor situation and pursue collection of debt. Legal Counsel has had further discussion with Lender and there is no change in status of the property. Lender requested updated figure on balance owed to Kent County Water Authority which was provided by Legal Counsel.

Lender paid pre-petition debt in the sum of \$42,600.32 on April 30, 2008. Legal Counsel will contact attorney for Lender the week of July 21, 2008 for status of payment of post petition debt. Lender acknowledges that it will be responsible for payment of post petition if property not sold. Lender is still attempting to find a buyer for the property. Legal Counsel will pursue further action if payment is not forthcoming. Sale of property is pending. Legal Counsel to follow up regarding closing and payment of Kent County Water Authority bill. As of September 17, 2008, this matter is still pending. Compromise of bill has been requested but the same was refused by Kent County Water Authority. The closing is to be held on October 24, 2008. Kent County Water Authority substituted updated bill on October 20, 2008 to the closing attorney for payment. The closing did not take place because environmental issues remain and there has been no word as of November 19, 2008 regarding a new closing date. Legal Counsel will continue to monitor this matter. Pursuant to the General Manager on December 10, 2008, Kent County Water Authority was paid in full the petition debt and this matter is now closed.

Providence Water Supply Board Rate Case

The Providence Water Supply Board rate case is in the Supreme Court appealing the Post City contributions which were denied by PUC and the counsel for DPUC has entered his appearance and Kent County Water Authority has offered to assist Providence Water Supply Board but have not been called upon to date to

participate in the appeal and there is no action to take place except to await and monitor Supreme Court decision and hearing.

Harris Mills

The company has gone into receivership. Kent County Water Authority is owed \$3,676.58. Permanent receivership to be appointed. Legal Counsel will monitor for proof of claim filing. A permanent receiver was appointed. A proof of claim prepared and forwarded to the General Manager for signature on September 17, 2008 and will be filed in the Kent County Superior Court and sent to the receiver. Proof of Claim was filed and sent to Received on September 19, 2008. The proof of claim deadline was December 1, 2008. Legal counsel will continue to monitor for payment on claim. As of December 15, 2008, there has been no change in status.

Hope Mill Village Associates

The company is in receivership. Kent County Water Authority is owed \$1,632.44. Legal Counsel to prepare and file Proof of Claim. Proof of Claim was prepared and was forwarded to the General Manager for signatures. Proof of Claim was filed in Kent County Superior Court and was sent to the receiver on August 28, 2008 and as of this date this case is still pending. Hope Mill filed Chapter 11 Bankruptcy on August 20, 2008. Kent County Water Authority was not listed as a creditor. The proof of claim was prepared and signed by the General Manager on November 14, 2008 and was filed with the Bankruptcy Court on November 18, 2008, The proof of claim filing deadline was the end of November, 2008. Pursuant to the plan of reorganization filed by Debtor on November 22, 2008, Kent County Water Authority will be paid in full upon confirmation of the plan by the Bankruptcy Court. Legal Counsel will continue to monitor

Haven Healthcare

The debtor agreed to pay Kent County Water Authority the amount of \$1,820.01 for adequate assurance which was correct amount pursuant to statute and payment was received. Proof of claim was filed on December 5, 2007 in Connecticut Bankruptcy case. Legal Counsel is monitoring progress of bankruptcy case which is complex as there are multiple facilities throughout New England involved in the bankruptcy. As of December 15, 2008 there has been no change in status and legal counsel will continue to monitor.

DPUC/Lombardi

Santo Lombardi is contesting a water bill and the bill was upheld at an informal hearing on April 22, 2008 and Mr. Lombardi has appealed the same and the matter was scheduled to July 29, 2008 and then rescheduled to September 11, 2008 and that Mr. Lombardi did not appear at the hearing, however, the DPUC has taken the position that Mr. Lombardi was lost in the building and did not know what room the hearing was in and therefore a new hearing was assigned to October 14, 2008. Additional documents

were submitted by Kent County Water Authority and the parties are awaiting a decision by the Hearing Officer.

West Greenwich Wellhead Protection

Mr. Waltonen has petitioned the Town Council for West Greenwich for a zone change for AP 6, Lot 134 from residential to highway business. The subject lot abuts the wellhead protection area of Kent County Water Authority. The site is currently used for storage and grinding and dyeing. A portion of the subject site was previously rezoned in 1991 to Highway Business and the Petitioner appeared before the Kent County Water Authority Board at that time and a condition of the 1991 zone change was that Petitioner obtain a letter from Kent County Water Authority approving the final drainage plan. The current petition requests relief from all 1991 conditions including Kent County Water Authority approval. Legal Counsel has conducted research including at the West Greenwich Town Hall concerning the petition and Legal Counsel and Kent County Water Authority will monitor and present its concerns and objections to the Zoning Board and the Town Council at the January and February, 2009 hearings.

Director of Finance Report:

Joanne Gershkoff, 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 November, 2008, which is attached as “B” and after thorough 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 by the Board Members present,

VOTED: That the financial report, comparative balance sheet statement of revenues, expenditure, cash receipts, disbursements and comparative balance sheets and statements of revenue through November, 2008 be approved as presented and be incorporated herein and are made a part hereof as “B”.

Point of Personal Privilege and Communications:

The Chairman wanted to commend the performance of the personnel of Kent County Water Authority throughout the year.

GENERAL MANAGER/CHIEF ENGINEER’S REPORT

Old Business

Rate Case Compliance Filing (status)

The General Manager stated it was his understanding that the PUC Rate and Order will be filed after the New Year and that the matter will be briefed and filed with the Supreme Court within seven (7) days of its receipt.

Rate Case Review of Decision and Action Required

The General Manager stated that this was discussed infra.

New Business

Hopkins Hill Business Park, June 21, 2007 Approval, Motion to Modify

This matter was discussed infra.

Waltonen Property Zoning Change, Board Directors

As previously stated infra, Legal Counsel has conducted research at the West Greenwich Town Hall concerning the petition and Legal Counsel and Kent County Water Authority will monitor and present its concerns and objections to the Zoning Board and the Town Council at the January and February, 2009 hearings.

CAPITAL PROJECTS:

INFRASTRUCTURE PROJECTS:

Agreement Amendment No. 1, Task Order No. 2

The General Manager presented and recommended approval of Task Order No. 2 for the preliminary design work for the East Greenwich well field treatment facility to improve drinking water quality as evidenced and attached as “C” in the amount of \$40,000 for consulting services related to development of a preliminary design report for the East Greenwich field treatment facility with respect to design and the General Manager stated that the same is necessary and the amount is fair and reasonable and that C & E Engineering Partners, Inc. has performed well in the past for the Authority.

It was moved by Board Member Masterson and seconded by Board Member Gallucci to approve Task Order No. 2 to C& E Engineering Partners, Inc. with respect to consulting services related to development of a preliminary design report for the East Greenwich field treatment facility in the amount of \$40,000 for design as evidenced and attached as “C” and it was unanimously,

VOTED: To approve Task Order No. 2 to C& E Engineering Partners, Inc. with respect to consulting services related to development of a preliminary design report for the East Greenwich field treatment facility in the amount of \$40,000 for design as evidenced and attached as “C”.

Infrastructure 2006B and 2007 (Construction Status, Subcontractor Decision)

The General Manager informed the Board that notice from Kent County Water Authority was given to the current contractor advising of a contract violation. The General Manager will review this matter with Kent County Water Authority Legal Counsel and in the interim, the General Manager requested action of the Board whether to utilize the services of the subcontractor Aiello and after thorough discussion, it was moved by Board Member Gallucci and seconded by Board Member Masterson to have no objection to utilize the subcontractor services as proposed by the contractor and it was unanimously,

VOTED: To have no objection to utilize the subcontractor services as proposed by the contractor.

All Capital Projects and Infrastructure Projects were addressed by the General Manager and described to the Board by the General Manager with general discussion following and are described on exhibit "D" .

Presentation: Past Members

The present Board of Kent County Water Authority honored Francis J. Perry, III who served as a Board Member and Chairman of the Board from 1996 to 2006 and Board Member Barbara J. Graham from 1994 to 2008. The Chairman presented Mr. Perry and Mrs. Graham with plaques in appreciation for their good and faithful service to the Kent County Water Authority.

Board Member Gallucci made a Motion to adjourn, seconded by Board Member Masterson and it was unanimously,

VOTED: To adjourn the meeting at 5:00 p.m.

Secretary Pro Tempore

EXHIBIT A

December 18, 2008

**THIRD AMENDMENT TO
HOPKINS HILL BUSINESS PARK CONDOMINIUM**

This third amendment made and entered into this ____ day of December, 2008 by Gansett Associates, LLC, a Rhode Island limited liability company ("Declarant").

WHEREAS, Declarant recorded a Declaration of Condominium ("Declaration") dated November 21, 2005 and recorded on November 21, 2005 at 3:54 p.m. in Book 304 at Page 158 of the Town of West Greenwich Land Evidence Records along with a Survey Map ("Map") whereby the Declaration created "Hopkins Hill Business Park Condominium"; and

WHEREAS, Declarant recorded a First Amendment to Hopkins Hill Business Park Condominium ("First Amendment") dated December 12, 2005 and recorded on December 12, 2005 at 3:11 p.m. in Book 306 at Page 301 whereby Declarant added Exhibit A (legal description of real estate) and Exhibit B (plats and plans); and

WHEREAS, Declarant recorded a second amendment to Hopkins Hill Business Park Condominium ("Second Amendment") dated February 3, 2006 and recorded February 9, 2006 at 2:53 p.m. at Book 309 at Page 295 whereby Declarant amended Section 1.1 of the Declaration correcting the name of the Condominium to Hopkins Hill Business Park Condominium; and

WHEREAS, said Declaration contains a provision permitting the re-subdivision of units; and

WHEREAS, the original Declaration created two (2) units, that being units 1 and 2;

NOW THEREFORE, Article I Section 1.1, second and third sentences are deleted and the following substituted therefore:

The Condominium hereby created shall consist initially of three (3) units, units numbered 1, 2 and 6. Unit number 2 shall be sub-dividable. The maximum number of units Declarant reserves the right to create is thirty (30). Units beyond the initial three (3) units shown on the plats and plans shall be created upon the recording of amendments to this Declaration to said effect in accordance with the provisions of the Act.

NOW THEREFORE, Declarant:

1. Hereby converts Land Unit 2 to consist of two (2) units, common elements and limited common elements as set forth on the Plats and Plans

recorded with the Town of West Greenwich Land Evidence records simultaneously herewith.

2. The Condominium hereby created will consist of Land Units 1, 6 and 2, Land Unit 2 shall be further sub-dividable.

3. Hereby confirms that Land Unit 2 has been converted to Land Unit 6 and Land Unit 2.

4. Hereby deletes Exhibit B attached hereto and incorporated herein by reference. In accordance to the Plats and Plans recorded contemporaneously with recording of this Declaration the percentage interest in the common elements common expenses and voting rights of unit owners appurtenant to their units by virtue of recording of same are reallocated as Exhibit B.

5. Hereby amends the Declaration to include Land Units numbered 1, 6, and 2 more specifically designated in the Plats and Plans recorded contemporaneously with the recording of the Third Amendment to Hopkins Hill Business Park Condominium.

6. Hereby deletes the first sentence in Section 6.1(b) and substitutes the following therefore:

The Units, Common Elements and Limited Common Elements shall be and hereby are made subject to easements in favor of the Declarant, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the property as well as the right to grade and place or create drainage structures or devices and the right to install, maintain, and repair wells for domestic water and irrigation purposes.

7. Section 5.1 Common Expenses shall be deleted and the following substituted therefore:

The liability of each unit for the Common Expenses of the Condominium shall be equal.

8. The following shall be added to Article XI, Section 6.1 Additional Easements (l):

The Declarant reserves the right of ingress and egress from the Common Element to the property to the north now known as Assessor's Plat 3, Assessor's Lot 18, know or formerly of the Albro Family Revocable Trust

for the purposes of ingress and egress over and upon that area designated as "Easement Reserve from AP3 Lot 18".

9. Article III Unit Boundaries and Maintenance Responsibilities, Section 3.3 Maintenance Responsibilities shall be amended and the following added thereto:

- (a) Water System shall be maintained pursuant to the "Flushing, Testing and Reporting Requirements for Hopkins Hill Commerce Park" which is attached hereto as Schedule 9(a), which requirements may be amended from time to time by Kent County Water Authority ("KCWA").
- (b) In the event that the Water System is not maintained pursuant to the "Flushing, Testing and Reporting Requirements for Hopkins Hill Commerce Park" and the Rules and Regulations of KCWA, service may be terminated by the KCWA after ten (10) days written notice if the deficiencies have not been cured, except no notice shall be required if there is an immediate endanger to public health.

IN WITNESS WHEREOF, Gansett Associates, LLC by its member duly authorized has caused this Third Amendment to be executed on the day and year first above written.

Gansett Associates, LLC

Witness

By: _____
Jeffrey A. Butler, Managing Member

FLUSHING, TESTING, AND REPORTING REQUIREMENTS FOR HOPKINS HILL COMMERCE PARK

The following flushing, testing and reporting requirements are provided for the Hopkins Hill Commerce Park. A qualified independent professional shall perform all flushing, sampling, and reporting required by KCWA.

Qualifications for independent professional performing flushing, testing, and reporting

The employee performing meter testing, flushing, and main testing must meet the following criteria:

- Must have a minimum of 3 years experience in water main maintenance, installation, and flushing requirements
- Must provide a qualification statement to the Condominium Association and meeting the above requirements.
- Measurement of flushing rates and volumes by the independent professional must utilize calibrated equipment in accordance with Appendix I-1 of KCWA Regulations entitled "KCWA Large Meter Testing and Repair Guidelines".

Proposed Flushing Program Schedule, Procedure, Testing, and Reporting

A. Semiannual (2 times per year) flushing of 3-4 pipe volumes (7,500 gallons-10,000 gallons)

- Procedure:
 1. Notice to KCWA must be one week in advance of semiannual flushing in order to schedule the flushing of the Association's water main with the flushing of KCWA's main system spring and fall of each year.
 2. Semi-annual flushing shall utilize the hydrant at the end of the road in conjunction with the automatic blow-off.
 3. Flushing will provide for velocities in the main in excess of 2 ft/s (note: the automatic blow-off alone will not generate velocities in excess of 2 ft/s based on past monitoring at full open; therefore, the hydrant is needed to achieve this velocity). The hydrant must be maintained at a minimum flow of 350 gpm to achieve this velocity.
- Testing:
 1. Prior to semiannual flushing a chlorine residual reading shall be taken at the master meter and automatic blow-off to assess and document pre-flushing residual levels.

2. Chlorine residual readings shall be taken again after flushing at the master meter and automatic blow-off to confirm that the water in the line has been turned over and the results are consistent.
 3. Chlorine residuals shall be tested in the field utilizing a field test kit approved by the RI Department of Health.
- Reporting:
 1. A sample form for results of all flushing and testing are attached (labeled "Sample") and this format is to be used for future reporting.
 2. All compliance forms and information are to be provided to the Condominium Association and Kent County Water Authority within 7 days of actual work completion and/or test results received.
 3. The Condominium Association shall maintain records of all reports indefinitely.

B. Weekly flushing of ¼ the pipe volume (1,250 gallons) and monthly testing

- Procedure:
 1. Weekly flushing of the main will be achieved using the automatic blow-off assembly.
 2. Flushing to be verified with a monthly site inspection to confirm that the automatic flushing device is operating properly (concurrent with taking chlorine readings).
- Testing:
 1. Once per month and prior to the weekly scheduled flushing, the chlorine residual must be taken at the master meter and backflow.
 2. Chlorine residuals shall be tested in the field utilizing field test kit approved by the RI Department of Health.
- Reporting:
 1. A sample form for results of all flushing and testing are attached (labeled "Sample") and this format is to be used for future reporting.
 2. All compliance forms and information are to be provided to the Condominium Association and Kent County Water Authority within 7 days of actual work completion and/or test results received.
 3. The condominium association shall maintain records of all reports indefinitely.

Future Changes to these Requirements:

The flushing program above may be modified if approved by KCWA.

Associated Costs:

The Condominium Association is responsible for all operation, maintenance, flushing, testing, and reporting of the water main and appurtenances servicing the Hopkins Hill Commerce Park.

Water Main Flushing Program

Site: Hopkins Hill Commerce Park

Address: Hopkins Hill Rd

Town: West Greenwich

Diameter of Main: _____ ft

Length: _____ ft

Meter Reading at End: _____ cu. ft.

Meter Reading at Start: _____ cu. ft.

_____ cu. ft.

Rate: _____ cfm

Velocity: _____ ft/s

Turnover: _____ Times

Flushing Time: _____ Minutes

Chlorine Residual at Start of Flow at Meter: _____

Chlorine Residual at End of Line: _____

Chlorine Residual at End of Flow at Meter: _____

Chlorine Residual at End of Line: _____

Visual Water Color at Start: _____ **Visual Water Color at End:** _____

Date of Flushing: _____ **Time of Start of Flushing:** _____

Date of Next Scheduled Flushing: _____

Comments: _____

Flushing Certified By

EXHIBIT B

December 18, 2008

KENT COUNTY WATER AUTHORITY
CASH RECEIPTS & DISBURSEMENTS
FY 2008 - 2009

| | JULY 2008 | AUGUST 2008 | SEPTEMBER 2008 | OCTOBER 2008 | NOVEMBER 2008 | DECEMBER 2008 | JANUARY 2009 | FEBRUARY 2009 | MARCH 2009 | APRIL 2009 | MAY 2009 | JUNE 2009 | RATE REVENUE FY 08-09 | RATE REVENUE FY 07-08 |
|-------------------------------------|--------------|----------------|-------------------|-----------------|------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------------------|--------------------------|
| BEGINNING MONTH BALANCE | 37,770,320 | 33,805,455 | 33,777,788 | 33,425,155 | 33,450,432 | | | | | | | | JUL \$ 1,282,312.14 | 1,275,804.00 |
| CASH RECEIPTS: | | | | | | | | | | | | | AUG \$ 1,126,356.81 | 1,107,888.24 |
| Water Collections | 1,816,607 | 1,314,522 | 1,294,868 | 2,456,157 | 1,523,627 | | | | | | | | SEP \$ 2,591,917.46 | 2,637,394.59 |
| Interest Earned | 113,152 | 40,948 | 57,330 | 24,300 | 4,740 | | | | | | | | OCT \$ 1,217,110.52 | 1,233,125.13 |
| Inspection Fees | - | 250 | 1,580 | 6,500 | 7,800 | | | | | | | | NOV \$ 1,078,854.82 | 1,061,881.56 |
| Contribution in Aid-Construction | - | - | - | - | - | | | | | | | | DEC \$ | 2,090,789.36 |
| Other | - | - | - | - | - | | | | | | | | JAN \$ | 973,591.82 |
| TOTAL CASH RECEIPTS | 39,700,079 | 35,161,175 | 35,131,566 | 35,912,112 | 34,987,505 | | | | | | | | FEB \$ | 807,416.94 |
| | | | | | | | | | | | | | MAR \$ | 1,583,914.86 |
| | | | | | | | | | | | | | APR \$ | 867,682.17 |
| | | | | | | | | | | | | | MAY \$ | 879,916.31 |
| | | | | | | | | | | | | | JUN \$ | 1,898,043.21 |
| CASH DISBURSEMENTS: | | | | | | | | | | | | | | |
| Purchased Water | 420,581 | 547,312 | 490,477 | 565,167 | 360,260 | | | | | | | | | |
| Electric Power | 49,317 | 54,160 | 56,958 | 40,491 | 43,945 | | | | | | | | | |
| Payroll | 176,689 | 146,667 | 141,111 | 175,925 | 151,894 | | | | | | | | | |
| Operations | 131,148 | 71,752 | 140,028 | 77,876 | 80,167 | | | | | | | | | |
| Employee Benefits | 52,673 | 48,674 | 53,704 | 48,913 | 45,933 | | | | | | | | | |
| Legal | 3,801 | 6,151 | 4,602 | 2,837 | 3,224 | | | | | | | | | |
| Materials | 68,915 | 27,519 | 10,108 | 28,561 | 8,043 | | | | | | | | | |
| Insurance | 4,747 | 4,747 | 5,848 | 4,747 | 4,879 | | | | | | | | | |
| Sales Taxes | 25,987 | 10,448 | 7,825 | 30,562 | 9,868 | | | | | | | | | |
| Refunds | 1,058 | 127 | 40 | - | - | | | | | | | | | |
| Rate Case | 6,657 | - | 11,763 | 23,123 | 11,895 | | | | | | | | | |
| Conservation | - | - | - | - | - | | | | | | | | | |
| Pilot | 8,325 | - | 470 | 302 | - | | | | | | | | | |
| Capital Expenditures (Other) | 6,370 | 343 | 3,740 | 2,747 | 1,950 | | | | | | | | | |
| 2004 Infrastructure | 5,641 | 127,949 | 330,770 | 538,298 | 486,915 | | | | | | | | | |
| Mishcock Well/Storage/Pump/Trans. | 29,797 | 513 | - | 25,547 | - | | | | | | | | | |
| Clinton Avenue Pump Station | 1,681 | - | - | - | - | | | | | | | | | |
| E. G. Well Upgrade | - | - | - | 4,045 | - | | | | | | | | | |
| Read Schoolhouse Road - Mains | 1,583,147 | 280,207 | 190,299 | 18,577 | 26,791 | | | | | | | | | |
| Read Schoolhouse Road - Tank | 3,000 | 2,040 | 73,261 | 809,063 | 556,403 | | | | | | | | | |
| Greenwich Avenue - 8" & 12" Mains | 628 | 571 | 15,043 | - | 79,875 | | | | | | | | | |
| 2006A Infrastructure | 12,726 | 22,255 | 38,153 | 13,459 | 590,250 | | | | | | | | | |
| Quaker Lane Pump Station | 1,675 | 1,935 | 942 | 3,915 | - | | | | | | | | | |
| 2007 Infrastructure | - | 2,300 | 765 | 3,909 | 19,692 | | | | | | | | | |
| Genreau Street 8" | 2,286 | 620 | 336 | - | - | | | | | | | | | |
| Arthur-Bleach-Jefferson 8" | 83,821 | - | 6,364 | - | - | | | | | | | | | |
| 2009 Infrastructure | - | 8,292 | 8,857 | 6,935 | 11,708 | | | | | | | | | |
| Tobin Street 8" | - | - | - | 75 | - | | | | | | | | | |
| U. S. Bank - Debt Service (P. & I.) | 3,130,260 | - | - | - | - | | | | | | | | | |
| Water Protection | 83,694 | 18,805 | 114,947 | 36,606 | 137,642 | | | | | | | | | |
| TOTAL DISBURSEMENTS | 5,894,624 | 1,383,387 | 1,706,411 | 2,461,680 | 2,631,344 | | | | | | | | | |
| BALANCE END OF MONTH | 33,805,455 | 33,777,788 | 33,425,155 | 33,450,432 | 33,356,161 | | | | | | | | | |
| PRIOR YEAR | 35,847,101 | 35,697,152 | 36,080,016 | 35,454,967 | 35,311,082 | 34,811,034 | 34,931,570 | 34,995,520 | 35,228,014 | 38,007,533 | 37,685,563 | 37,770,320 | | |

EXHIBIT C

December 18, 2008

**AGREEMENT AMENDMENT NO. 1
TASK ORDER NO. 2 BETWEEN
KENT COUNTY WATER AUTHORITY
AND ENGINEER FOR PROFESSIONAL ENGINEERING
CONSULTING SERVICES RELATED TO THE DEVELOPMENT
OF A PRELIMINARY DESIGN REPORT FOR THE EAST
GREENWICH WELL FIELD TREATMENT FACILITY
FOR THE KENT COUNTY WATER AUTHORITY WATER SYSTEM**

THIS IS AN AGREEMENT made as of Dec. 18, 2008 between Kent County Water Authority (OWNER), and C&E Engineering Partners, Inc. (ENGINEER).

OWNER and ENGINEER agree as set forth below:

**SECTION 1. ENGINEERING SERVICES
AND ADDENDA**

1.1 ENGINEER shall perform the following additional professional services for this Task Order No. 2 which is fully described as the Engineer's Technical proposal (See Exhibit 1) and is additive to the Scope of Work as described in Task Order No. 1.

1.1.1 Consult with OWNER to clarify and define OWNER's requirements for each Task Order and review available data.

1.1.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others special services and data required in connection with the Task Order and assist OWNER in obtaining such data and services.

1.1.3 Provide analyses of OWNER's needs with evaluation and comparative studies of prospective solutions.

1.2 ENGINEER's specific scope of work, the time schedule, charges, and payment conditions are to be set forth on duly executed written "Task Order" attached hereto and incorporated herein by this reference. Task Order may be modified only upon a writing executed by the authorized representatives of both OWNER and ENGINEER.

1.3 The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order modifies any section of this Agreement, reference to the section(s) so modified shall be specifically indicated on the Task Order and the modification shall be specifically set forth on the Task Order.

SECTION 2. ADDITIONAL SERVICES

2.1 If authorized by OWNER, additional services related to the Task Order will be performed by ENGINEER for an additional professional fee as the parties may mutually agree to in writing executed by authorized representative of both OWNER and ENGINEER.

**SECTION 3. OWNER'S
RESPONSIBILITIES**

3.1 OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER, including designation in writing of the person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such authorized representative of OWNER will have

complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services as follows:

3.2 Provide all criteria and full information as to OWNER's requirements for the Task Order.

3.3 Furnish to ENGINEER all existing studies, reports and other available data and services pertinent to the Task Order, obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER's services for a Task Order.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under a Task Order.

3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

SECTION 4. PERIOD OF SERVICE

4.1 The period of service of this Agreement shall be defined in the written Task Order attached hereto and incorporated herein by this reference.

4.2 ENGINEER's Additional Services for any Task Order will be performed and completed within the time period and compensation agreed to in writing by the parties at the time such services are authorized.

SECTION 5. PAYMENTS TO ENGINEER

5.1 ENGINEER shall invoice OWNER for services rendered under each Assignment as indicated in each Task Order and OWNER shall pay ENGINEER for such services in accordance with each Task Order.

SECTION 6. COST CONTROL

6.1 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternative solutions and utilitarian considerations of operations and maintenance cost prepared by ENGINEER hereunder will be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified design professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the report must by necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

SECTION 7. GENERAL CONSIDERATIONS

7.1 All documents prepared or furnished by ENGINEER (and ENGINEER's independent professional associates, subcontractors, and consultants) and information developed pursuant to this

Agreement are the sole ownership of the OWNER. The ENGINEER shall not release any element of data or information developed under this agreement to any third party without prior written approval of the OWNER. ENGINEER may make and retain copies for information and reference; however, such documents are not intended for reuse by ENGINEER without written permission of OWNER.

7.2 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice through no fault of the terminating party. In the event of any termination, ENGINEER shall be paid for all services rendered and reimbursable expenses incurred to the date of termination.

7.3 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.3 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.4 Neither OWNER or ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this

Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, subcontractors, and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6. The services provided by ENGINEER shall be performed or furnished by ENGINEER with the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time in the same locality.

7.7 Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER.

7.8 Unforeseen Conditions. At any time during the life of this Agreement should any substance be uncovered or encountered at the site that would void or otherwise adversely impact the ENGINEER's professional liability insurance, the ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for the ENGINEER's services, and the ENGINEER's services.

7.9 Insurance. ENGINEER shall procure and maintain insurance pursuant to the Task Order attached.

7.10 Controlling Law. This Agreement is to be governed by the law of the State of Rhode Island and Providence Plantations.

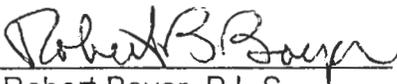
7.11 This Agreement together with the Task Orders constitutes the entire Agreement between OWNER and ENGINEER and supersedes all prior

written or oral understandings. This Agreement and said Task Orders entered into prior to the execution of this Agreement, may only be amended, supplemented, modified or canceled by a written instrument duly executed by authorized representative of both OWNER and ENGINEER.

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

OWNER

Kent County Water Authority

BY: 
Mr. Robert Boyer, P.L.S.
Chairman

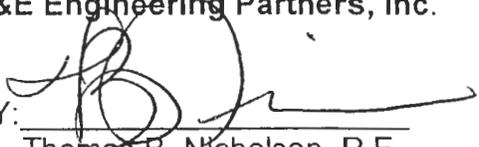
Address for Giving Notices

Kent County Water Authority
1072 Main Street
P.O. Box 192
West Warwick, Rhode Island 02893

Date: 12/18/08

ENGINEER

C&E Engineering Partners, Inc.

BY: 
Thomas B. Nicholson, P.E.
President

Address for Giving Notices

C&E Engineering Partners, Inc.
342 Park Avenue
Woonsocket, RI 02895

Date: 12/20/08

KENT COUNTY WATER AUTHORITY
TASK ORDER NO. 2 CONTRACT AMENDMENT
FOR PROFESSIONAL ENGINEERING
CONSULTING SERVICES RELATED TO THE DEVELOPMENT
OF A PRELIMINARY DESIGN REPORT FOR THE EAST
GREENWICH WELL FIELD TREATMENT FACILITY
FOR THE KENT COUNTY WATER AUTHORITY WATER SYSTEM
November 20, 2008

Proposal No. P0822

TABLE OF CONTENTS

Technical ProposalPage 3

Scope of Services.....Page 4

Fee ProposalPage 8

Project SchedulePage 9

TECHNICAL PROPOSAL

PROFESSIONAL ENGINEERING SERVICES RELATED TO PREPARATION OF A PRELIMINARY ENGINEERING DESIGN REPORT FOR EAST GREENWICH WELL FIELD TREATMENT FACILITY WARWICK, RI

PROJECT OVERVIEW

C&E Engineering Partners, Inc. (C&E) as prime consultant and in association with S.E.D. Associates Corporation (S.E.D.) was contracted to provide all labor, materials and services to complete the preparation of a Preliminary Engineering Design Report for a new water treatment facility at the East Greenwich Well Field for radon, iron and manganese reduction. KCWA is currently planning a membrane treatment facility (under design) for the Mishnock Well Field. C&E was responsible for the completion of a Preliminary Design Study Report for this Facility. The KCWA desired a treatment system to be installed at the East Greenwich Well Field using similar technology to that of the facility currently under design at the Mishnock Well Field. The original Scope of Services for this project consisted of preparing a preliminary design based upon this technology, GE Zenon Submerged Membrane Filtration.

As part of the evaluation of the raw water quality data from both the Michnock Well Field and the East Greenwich Well Site it was identified that there was a stark difference, which lead to the conclusion that maybe the same treatment technology was not best suited for both applications. Table 1 indicates the differences in raw water quality/treatment criteria between the two groundwater sources of supply. For the Mishnock Well it can be seen that there is a requirement to reduce manganese levels by a factor of over 100, iron by a factor of over 6 and to reduce color by 5 color units. On the other hand, for the East Greenwich Well the manganese would have to be reduced by a factor of 10 and would not require treatment for iron removal and color reduction.

**Table No. 1
Raw Water / Treatment Criteria**

| Well Field | MN Raw | MN Finish | Iron Raw | Iron Finish | Color Raw | Color Finish |
|-------------------|---------------|------------------|-----------------|--------------------|------------------|---------------------|
| Mishnock | 3.6 mg/l | <0.03 mg/l | 2.0 mg/l | <0.3 mg/l | 20 CU | <15 CU |
| E.G. Well | 0.3 mg/l | < 0.03 mg/l | 0.04 mg/l* | <0.3 mg/l | 6 CU* | <15 CU |

* Treatment not required

In addition to the differences in water quality between the Mishnock Well Field and the East Greenwich Well, the Mishnock Water Treatment Facility, which is currently at the 95% design stage is currently estimated to cost 15 to 20 million dollars. This difference in water quality and overall cost of the Mishnock Treatment Technology Option has led the KCWA to consider whether lower cost options could be employed to achieve similar finish water treatment results. These could include manganese removal utilizing more conventional technologies as well as optimizing the effectiveness of manganese sequestering as an option over removal of manganese from the source water.

In 2003, C&E assisted KCWA in conducting a sequestering pilot test at the East Greenwich Well to determine the effectiveness of addressing water quality through chemically maintaining the manganese in solution throughout the customer usage cycle (i.e. initial treatment through end usage). This test culminated with the conclusion that the sequestering was beneficial to water quality but the extent that this treatment process would fully address the water quality issues in this portion of the service area could not be fully quantified because the measure of these improvements were qualitative and difficult to gauge during the time frame of the pilot test.

It was recommended that the sequestering continue until a better option for treatment could be fully evaluated (i.e. completion of the Mishnock Well Field treatment studies). Upon review of the sequestering data as part of this project, approximately 5 years later, it appears the sequestering has been beneficial especially in the long-term reduction of water quality complaints. Water quality data has indicated that, for the most part, manganese in the distribution system has been maintained in soluble form through a wide variety of operational conditions, which is a sign that the sequestering process is working. This, despite the fact that dosages of the sequestering agent have not always been maintained at optimum levels.

To this end the Authority has requested that C&E modify our current scope of services to evaluate other more conventional treatment options for manganese removal as well as re-evaluate the continued use of sequestering agents under optimized water treatment scenarios.

SCOPE OF ADDITIONAL SERVICES

C&E Engineering Partners, Inc. (C&E) has taken direction from the Kent County Water Authority's Board following a presentation of our preliminary findings on October 16, 2008. The following details our approach to implementing the recommendations presented in regards to further evaluating conventional manganese removal technologies and re-evaluating the optimization of manganese sequestering as a method for addressing water quality concerns at the East Greenwich Well and incorporating our findings into the preliminary design developed as described in our original Scope of Services for the project.

BASIC SERVICES

Task 1 – Alternatives Evaluation, Recommendation, and Conceptual Design for Conventional Manganese Removal Technologies

1. Assemble and review available historic water quality test results as well as other general water quality parameters from the East Greenwich Well that could have the potential to impact the removal of manganese from the Authority's water supply. C&E will also summarize operational data from the well for use in evaluating viable treatment technologies. The results of this data correlation will be the preparation of a package for vendors to use in assessing the design requirements of different conventional manganese removal technologies. C&E will in turn review the recommendations from the vendors with a critical eye towards determining which technology would best meet the needs of the District.

This effort will not include a reassessment of all the data available for potential vendors as this has been carried out as part of previous phases of this project. Rather this will include compiling all data collected from the various facets of this project (i.e. data from the 2003 pilot test and data collected since the 2003 pilot test) and present it in a common format for presentation to vendors for their use in providing input in regards to viable technologies that have the potential of meeting the Authority's requirements.

2. Research and review best available treatment technologies (BATT) for the removal and treatment of manganese from potable water. This evaluation will be based upon incorporating a new treatment scheme at the East Greenwich Well, either through full flow treatment or side stream treatment with re-blending after manganese reduction. In addition to manganese reduction chlorination (disinfection), corrosion control and radon removal will also be included into the design.

This technology evaluation will include literature research, meeting with vendors, and evaluating the available treatment technologies for use in this specific application (i.e. water chemistry, manganese levels, etc.). At this point, it is assumed that the primary forms of treatment that will be evaluated are limited to chemical oxidation with pressure filtration, green sand filtration. If, through research, other technologies are deemed viable, they will be brought before the Authority for their decision regarding whether further investigation of these other technologies is warranted. Should additional technologies (beyond chemical oxidation with pressure filtration, green sand filtration) be deemed worthy for additional consideration and evaluation this would be presented as an additional scope change to the Authority. No additional efforts in this regard will be completed without approval of the Authority.

3. Prepare a technical memorandum detailing available treatment technologies for manganese removal and identify other requirements necessary for the use of these treatment systems, such as facility sizing, structures, utilities, operational limitations, added complexity in system operational monitoring and control (i.e. SCADA) and

alarming, etc. The evaluation of treatment technologies will consider the most economical and viable solution for the Authority. This evaluation will consider such factors as capital cost, operation and maintenance, residuals disposal costs, space limitations, etc. C&E shall also evaluate the impacts of these treatment technologies on other system water quality requirements such as disinfection, corrosion control, pH adjustment (i.e. chemical adjustment and/or CO₂ reduction), Radon removal, etc., so that the full impact of each treatment technology can be assessed. As a basis of comparison the technologies will be presented as options to the installation of the Zenon Membrane Technology that is currently being employed in the design of the Mishnock Well Field Treatment Facility.

The goal of this evaluation will be to determine if any technologies for manganese removal evaluated present a significant technology and cost benefit over that of the Zenon Membrane Technology. The preferred treatment alternative will be based upon the technological and economic advantages of a particular system in meeting the Authority's goals for reliable manganese removal as well as meeting the Authority's overall goals for finish water quality.

Based upon the selected viable technology, develop a conceptual design layout of the treatment equipment, including building modification requirements, rerouting of water mains and other utilities, equipment floor plans, location of control equipment, infrastructure needed to support the manganese removal system, etc. Develop a written description of the integration of the proposed treatment technology into the Authority's water system including required controls, monitoring and safeguards of operations to ensure that this proposed system would not only reliably reduce manganese levels but also not adversely affect system operations (i.e. restrict the use of this well, limit withdrawals, etc.). This description will address the potential need to augment system chlorine residuals due to the reduction of chlorine levels by the treatment process as well as modify other existing treatment schemes (i.e. pH control) to maintain suitable water quality.

Task II – Further Evaluate the Use of Sequestering as a Method of Addressing Issues Associated with High Manganese Levels (> 0.03 mg/L)

1. Review most recent vendor literature regarding sequestering and determine what improvements could be made to the existing sequestering system to optimize performance. This may include different sequestering compounds, dosages, application points, assessing water age impacts, and modifying associated treatment applications (i.e. disinfection, pH control, radon removal, etc.) in an effort to enhance overall treatment efficiency and finish water quality. The goal will be to find the most effective sequestering compound and best method of applying it to optimize the treatment process so that the highest quality of finished water can be achieved without removing the identified levels of manganese in the raw water.
2. Once the optimum sequestering methodology is quantified C&E will bench scale pilot test this method in an effort to determine the overall effectiveness of this treatment under typically harsh operating conditions for sequestering systems. This will include

aeration, heat and high chlorine applications (i.e. laundering with chlorine based detergents). For this test, the preferred sequestering compound will be established at the optimum dosage at the well station. This bench-scale testing will be conducted over a 4 to 6 week period. It is assumed that KCWA operational staff will assist in implementing any changes needed in the existing chemical feed systems to reflect the optimization of the sequestering system. It is anticipated that this will consist of the installation/relocation of chemical injection/sampling taps, providing power for chemical feed pumps, relocation of equipment, etc. As part of the project, C&E will attempt to use existing chemical feed equipment and/or rent equipment especially for the project.

From the treated water discharge from the well, a small side-stream discharge will be utilized for the bench scale pilot testing. From this side-stream samples will be collected and exposed to the above listed referenced conditions that are typically known for precipitating in the breakdown of the sequestering process. Samples will be analyzed for total and dissolved manganese to determine if the manganese sequestering will likely be successful in addressing water quality problems at this well station under extreme operating conditions.

3. Based upon our findings of the side-stream testing program, C&E will prepare a conceptual plan for a manganese sequestering treatment facility similar to that developed for the preferred conventional manganese removal system. This will incorporate the associated treatment requirements of radon removal, pH control and disinfection. This will include a preliminary cost evaluation including both initial capital costs and ongoing operating costs associated with the proposed optimized manganese sequestering system. This conceptual plan will be used to compare the infrastructure needed for a manganese sequestering system versus that of a system to remove the manganese to the appropriate regulatory standard using conventional treatment technology. This comparison will then be used to evaluate both of these technologies with the GE Zenon technology proposed at the Mishnock Well Field.

Task III - Findings, Report, and Meetings

1. Prepare and submit a Conceptual Design Report (CDR) with summary of findings, conclusions and recommendations to the Authority. This will detail the water quality results that can realistically be anticipated with the options of implementation of the GE Zenon Treatment Technology, a preferred more conventional manganese removal technology and the use of manganese sequestering technology at the East Greenwich Well Field (including summarizing outcome of Bench Scale Study). Costs for each alternative will also be presented along with a summary of the specific requirements, which may need to be addressed for implementation. These may include special permitting requirements, need for additional pilot testing, limitations on well field use/withdrawals due to a specific technology alternative and reductions in the actual volumes of potable water available for distribution due to a specific technology's parasitic water use.

C&E will meet with Authority personnel to present report and discuss possible course of action. It is intended that this CDR provide the Authority with sufficient information to make an informed decision on the manner in which to proceed with manganese removal/treatment.

2. Upon meeting with KCWA staff and, if deemed appropriate, presenting the findings of the CDR to the KCWA Board to achieve a consensus of the conclusions and recommendations of the CDR, C&E will incorporate these recommendations in to the preliminary design of the water treatment facility for the East Greenwich Well, which was to be developed as part of the original scope of services for the project.

DELIVERABLES

Five (5) copies of a draft Technical Memorandum on Conventional Removal Technologies and Conceptual Design Report will be submitted to the Authority for review and comment. Following review and comment, ten (10) copies of these documents with the incorporation of substantive comments by KCWA staff will be provided. The approved final Conceptual Design Report will be basis for further preliminary project design efforts. C&E will also be prepared to meet with the KCWA Board to discuss the final project findings, conclusions and recommendations.

Drawings shall be 24" X 36" sheets and electronic format in both PDF and AutoCAD.

SERVICES PROVIDED BY THE KENT COUNTY WATER AUTHORITY

The Authority shall provide to C&E all available information concerning the existing water system components (specifically the East Greenwich Well and the design of the Mishnock Well Field Treatment Facility). The Authority shall also make all appropriate operating records and associated information available. Key Authority personnel familiar with system operation and maintenance history shall be made available to provide access to system components and provide a historical perspective on system components not readily available from system records. The Authority shall also provide manpower to make minor modifications to the East Greenwich Well to optimize the existing sequestering chemical feed system including relocation of application points, installing side-stream taps, etc. KCWA shall also purchase all water treatment chemicals used in the Side-stream Pilot Test.

FEE PROPOSAL

SUMMARY OF PROJECT COSTS

C&E Engineering Partners, Inc. proposes to perform the work as described in the Scope of Services which, included all the described services for the development of a Preliminary Design Report for the East Greenwich Well Field Treatment Facility for the Kent County Water Authority water system for a *not to exceed fee* of **Forty Thousand Dollars (\$40,000.00)**. This includes the cost of all expenses associated with the project. An hourly breakdown per project task for the project is provided in Table No. 1. The hourly billing rate schedule for this

work as well as any additional services is provided in Table No. 2. The mandatory KCWA Fee Proposal Form is also attached.

Table No. 1 – Manpower Loading

| TASK DESCRIPTION | | | | | | |
|------------------|-------------|-------|------------------------|--------------------------------------|---------------------------|--------|
| Classification | Hourly Rate | | Alternative Evaluation | Manganese Sequestering Re-Assessment | Findings, Report Meetings | Totals |
| Office in Charge | \$95 | Hours | 12 | 12 | 12 | 36 |
| | | Fee | \$1,140 | \$1,140 | \$1,140 | 3,420 |
| Project Manager | \$90 | Hours | 20 | 20 | 20 | 60 |
| | | Fee | \$1,800 | \$1,800 | \$1,800 | 5,400 |
| Project Engineer | \$85 | Hours | 20 | 40 | 40 | 100 |
| | | Fee | \$1,700 | \$3,400 | \$3,400 | 8,500 |
| Staff Engineer | \$60 | Hours | 20 | 120 | 20 | 160 |
| | | Fee | \$1,200 | \$7,200 | \$1,200 | 9,600 |
| CADD Technician | \$40 | Hours | 32 | 32 | 32 | 96 |
| | | Fee | \$1,280 | \$1,280 | \$1,280 | 3,840 |
| Clerical | \$30 | Hours | 8 | 8 | 12 | 28 |
| | | Fee | \$240 | \$240 | \$360 | 840 |
| Other Specify | | Hours | 0 | 0 | 0 | 0 |
| | | Fee | \$0 | \$0 | \$0 | 0 |
| Totals | | Hours | 112 | 232 | 136 | 480 |
| | | Fee | \$7,360 | \$15,060 | \$9,180 | 31,600 |

Additional Not to Exceed Fee \$31,600

Project Reimbursable Expenses

| | | | |
|------------------------|-----------------|------------------|----------------|
| Survey | \$ <u>N/A</u> | Permits | \$ <u>0</u> |
| Analytical Lab | \$ <u>4,500</u> | Printing | \$ <u>75</u> |
| Soil Borings | \$ <u>N/A</u> | Mileage | \$ <u>825</u> |
| Misc. Testing Supplies | \$ <u>500</u> | Equipment Rental | \$ <u>2500</u> |

| | |
|---------------------------------------------------------------|-------------------------|
| Total Estimated Reimbursable Expenses | \$ <u>8,400</u> |
| Total Not To Exceed Project Costs (Fee & Expenses) | \$ <u>40,000</u> |

Table No. 2 – Project Personnel and Hourly Billing Rate Schedule*

| Project Personnel | Billing Rate |
|---------------------------------|--------------|
| Senior Principal/Chief Engineer | \$ 95.00 |
| Principal/Managing Engineer | \$ 85.00 |
| Senior Project Engineer | \$ 80.00 |
| Project Engineer | \$ 75.00 |
| Engineer | \$ 65.00 |
| Cad Tech | \$ 55.00 |
| Engineering Technician | \$ 47.00 |
| Office Support Personnel | \$ 40.00 |

*** Same Billing Rate Schedule as the Original Project**

PROJECT SCHEDULE

C&E Engineering Partners, Inc. is prepared to commence this additional work on the project immediately. It is envisioned that these additional engineering services associated with the preparation of a preliminary engineering design report for East Greenwich Well Field Treatment Facility, Warwick, RI will be completed in approximately twelve (12) weeks from notice to proceed. Note, this excludes Authority review time.

Key project milestones are as detailed below.

| Task | Anticipated Weeks to Completion of Additional Work from Notice to Proceed |
|--------------------------------------------------|---------------------------------------------------------------------------|
| Alternative Evaluation of Conventional Treatment | 3 weeks |
| Manganese Sequestering Re-Assessment | 7 weeks |
| Findings, Report, Meetings | 2 weeks |

** NOTE: Project milestone periods do not include the time required for KCWA Staff review. It also assumes a reasonable time of response from technology vendors.*

EXHIBIT D

December 18, 2008

PLANNING DOCUMENT \$25,000/YEAR ALLOCATION

| PROJECT | STATUS |
|--------------------------------------------------|---------------------------------|
| Water Supply System Management Plan WSSMP | Approval |
| Hunt River Interim Management & Action Plan | Implementing, Weather Dependant |
| 2008 CIP Program Plan | Approved |
| Clean Water Infrastructure Plan 2008 | Draft Copy Under Review |

UPDATED CIP PROJECTS BOND FUNDING

| PROJECT | STATUS |
|------------------------------------------------------------|------------------------------------------------------------------------|
| Mishnock Well Field (new wells) CIP - 1A | Design Underway |
| Mishnock Transmission Mains CIP - 1B | RFP Design Services |
| Mishnock Treatment Plant CIP - 1C | Design Underway |
| East Greenwich Well Treatment Plant - CIP-2 | Preliminary Design Report Underway Presentation, Task Order 2 Approval |
| Clinton Avenue Pump Station Rehabilitation CIP - 7A | Completed |
| Read School House Road Tank CIP - 7B | Under Construction Securing for Winter |
| Read School House Road Main CIP 7c, 7d, 8a | Under Construction Final Testing Service Installation |

IFR FUNDED PROJECTS

| PROJECT | STATUS |
|---------------------------------------------------|--------------------------------------------------------|
| IFR 2005 | Completed C. O. # 1 Asphalt Adjustment |
| IFR 2006 A | Punch List, Paving Issue, West Warwick |
| IFR 2006 B / IFR 2007 | Construction Underway, Phillip Street, Fairview Avenue |
| IFR 2009 A & 2009 B | Design Underway, 2009A - Winter Bid |
| PWSB 78" / Johnson Blvd. P.S. Modification | Completed |
| Greenwich Avenue Replacement | Completed, Final Payment |
| Hydraulic Tank Evaluation | Completed |
| Quaker P. S. Design | Design Underway |
| Tech Park Tank Recoating | Completed |
| Tiogue Tank Re-Service | Construction Ongoing, Services & Tiogue Avenue |
| Hydrant Painting | Ongoing KCWA Forces, Winter Shutdown |