

KENT COUNTY WATER AUTHORITY

BOARD MEETING MINUTES

March 19, 2009

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 March 19, 2009.

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, Technical Service Director, John Duchesneau, Legal Counsel, Joseph J. McGair and other interested parties. Legal Counsel led the group in the pledge of allegiance.

The minutes of the Board meeting of February 19, 2009 were moved for approval by Board Member Masterson and seconded by Board Member Giorgio and were unanimously approved.

Guests:

High Service Requests

Royal Hathaway Heights, John Brunero, Esq. for the Applicant

This matter is continued to the April Board meeting.

169 Tillinghast, East Greenwich, Mr. Samuel Fleisig

Mr. Fleisig stated that there is an existing service which was not connected and he would like to connect as there are health and safety issues with his well which can only use it for one hour per day and high PH and iron content. Further, his wife has had major surgery and it is an intolerable situation through no fault of their own.

Board Member Masterson moved and it was seconded by Board Member Gallucci that due to health issues and the failure of the well and the proximity to the connection, to conditionally approve the request for water supply to service a single family home with the following conditions in lieu of a moratorium:

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 single family home application. 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: that due to health issues and the failure of the well and the proximity to the connection, to conditionally approve the request for water supply to service a single family home with the following conditions in lieu of a moratorium:

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2009 Health Insurance Coverage Review, Starkweather & Shepley

Kristie O Hynes, Assistant Vice President from Starkweather & Shepley (Board Consultant for Health and Dental Insurance) appeared before the Board to explain the employee benefits due diligence update.

Ms. Hynes stated that the initial indication demonstrates a double digit increase for Blue Cross/Blue Shield rates. Further, Blue Cross/Blue Shield may be changing its rate design for small companies such as Kent County Water Authority which will likely cause that scale of increases. The General Manager stated that Starkweather & Shepley is reviewing the current market in light of normal due diligence and recent rate order. Kent County Water Authority will be reviewing Tufts, United and Blue Cross/Blue Shield. The new C.O.B.R.A. regulation will be reviewed and the over 65 coverage as well. The General Manager stated that this is all preliminary with the goal of having the plan finalized by the April meeting after significant review.

All Board Members participated in the thorough discussion of potential options.

Legal Counsel reminded the Board that the Supreme Court granted the Writ of Certiorari and the healthcare insurance issue should be decided by the Court. The General Manager stated that insurer competition is needed and the companies are hopefully sharpening their pencils and that self insurance is not feasible due to Kent County Water Authority being under 50 employees.

LEGAL MATTERS

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 was considered by Legal Counsel and General Manager and accepted. 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 and on December 29, 2008, Mr. Petrarca reneged on his agreement and the matter will continue to be decided by Hearing Officer and a hearing was scheduled to February 25, 2009 and was heard. The parties are awaiting a decision.

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 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 has drafted legislation to the General Assembly for the January session and it was delivered to the Board for their review on

January 12, 2009. This matter will be discussed in this meeting in DOH Revised Rules and Regulations, Public Comment.

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 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. Legal Counsel for Kent County Water Authority, the General Manager and John R. Duchesneau are preparing the memorandum and pre-filed testimony which was filed on January 20, 2009. The memorandum and testimony were timely filed with the DPUC on January 20, 2009. GTECH filed a Response Memorandum on February 9, 2009. The KCWA Sur-Reply Memorandum was prepared and was filed on the due date of February 23, 2009. The hearing date is April 27, 2009 and Kent County Water Authority has a data request which was denied by the Hearing Officer on March 18, 2009 and a Motion for Reconsideration has been filed.

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 further notice 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 March 13, 2009, 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 and Legal Counsel will continue to monitor. As of February 17, 2009 the Court has not scheduled a hearing for confirmation of plan. Debtor will be filing an Amended Plan in March 2009. Legal Counsel will continue to monitor. As of March 13, 2009 the Debtor has not filed an Amended Plan.

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 respective January 20, 2009 and February 11, 2009 hearings.

Legal Counsel and the General Manager attended the January 20, 2009 Zoning Board of Review hearing and the matter was continued by the Zoning Board of Review to February 17, 2009 as the applicant had not submitted to the Board the as built plans. The Chairman had requested that the Kent County Water Authority provide a letter to the Zoning Board of Review outlining the concerns of Kent County Water Authority. Legal Counsel forwarded correspondence to the Zoning Board of Review on January 22, 2009. The matter has been continued by the West Greenwich Zoning Board of Review to April 14, 2009 in that the Waltonen Attorney has not filed the necessary documents.

Quaker Lane Renovations

Legal Counsel forwarded to the owner of the site abutting the pumping station request for authorization to permit Kent County Water Authority to file its Freshwater Wetlands application to the Rhode Island Department of Environmental Management with respect to the renovations to the station as required by the rules and regulations of the Department of Environmental Management. Legal Counsel recently contacted Local Counsel for owner in order to expedite receipt of authorization and Legal Counsel to contact Local Counsel for status of execution of authorization.

West Greenwich Technology Tank/Rockwood

This matter may soon be in litigation in that Rockwood Corporation has failed to take any steps and has continually denied to take any steps in the painting issues inside of the tank and on February 16, 2009 their surety, Lincoln General Insurance Company, denied the claim as well. The matter will be reviewed between the General Manager and Legal Counsel.

Director of Finance Report:

The General Manager stated that the poor state of the economy is hampering the collection process and Kent County Water Authority is working very hard on collections and the PUC winter shut-off moratorium will be over soon and may help with collections.

The Chairman had asked the General Manager regarding the shut-offs due to economic realities and the General Manager instructed the Board on the procedure.

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 February, 2009, which is attached as “A” 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 February, 2009 be approved as presented and be incorporated herein and are made a part hereof as “A”.

Point of Personal Privilege and Communications:

Board Member Gallucci mentioned that Kent County Water Authority information that went to the Congressional delegates as to the stimulus money. The Chairman spoke with State Planner Flynn and the selection lies with the Department of Environmental Management Director and more will come.

GENERAL MANAGER/CHIEF ENGINEER’S REPORT

Old Business

Rate Case Review Status

In status with Supreme Court and the record has been filed.

Waltonen Property Zoning Change

Status quo, infra.

Department of Health Regulation, Board Action

Legal Counsel had drafted private water regulations which the Department of Health has generally ignored. The General Manager gave a response to the Rhode Island Department of Health regarding new regulations and included Kent County Water Authority drafted private water regulations for inclusion as evidenced and attached as “B” and which were sent on March 18, 2009.

New Business

Legal Counsel Review and Board Action

As the Board directed, the General Manager sent out inquiries to other water companies albeit most are municipalities and copies of response have been given to the Board and a review of present Legal Counsel Fees attached as “C” for a period of three years which includes PUC.

Board Member Gallucci stated Petrarca and McGair, Inc. averages approximately ten hours per week at \$150.00 per hour and that Petrarca and McGair, Inc. does all for the Authority and often does things for which the Authority is not billed. The Chairman stated that the Board can not get better representation.

Board Member Masterson stated that with all due respect to other firms, the letter of engagement with Petrarca and McGair, Inc. ought to be renewed since he is very satisfied and does not want to switch attorneys because of the amount of work pending. Board Member Masterson also stated that Legal Counsel does more than is charged and that the Authority can not get better representation for the money and institutional knowledge is essential.

Board Member Inman suggested that the specifications need to be written, however, no law firm replied to the two previous RFPs for specification.

The Chairman stated that our present counsel does a very good job. Board Member Giorgio stated if it is not broken, don't fix it, but going out for RFP is not harmful.

The General Manager will send the previous RFP to the Board and the Board Members will come up with some specifications.

Temporary High Service Management Policy for Action

Pursuant to the Board, the General Manager prepared an up to date high service approval list (attached as “D”) and a modified draft of the Temporary High Service Management (attached as “E”). He recommends that Legal Counsel do a comprehensive review as to liability. The Chairman stated that the Board has the authority to approve high service connections which don’t hinder the system. Board Member Giorgio says that each application should be on a case by case basis. Board Member Gallucci stated that because of the State statute previously adopted to give water to a particular customer and that Legal Counsel had previously advised the Board when the statute became law, that a constitutional challenge should have been pursued, he feels it is an illegal statute and it is not helping the rest of the service area and the water has never been used to the capacity in the statute. Board Member Giorgio stated that the sunset provision will run out soon. Board Member Gallucci said that there is water for all customers except for the statute and that water is not being used and there is no prospect of it being used.

Board Member Masterson stated he thought it was essential idea to have Board insurance coverage/liability looked into by Legal Counsel. Board Member Gallucci stated that Kent County Water Authority is not in deficit at this juncture because of those who have not finalized pursuant to status as “E”.

Board Member Giorgio moved and it was seconded by Board Member Gallucci to amend the existing Temporary High Service Management Policy dated July 17, 2007 as attached as “E” and it was unanimously,

VOTED: To amend the existing Temporary High Service Management Policy dated July 17, 2007 attached as “E”.

Bid Approvals

CCR Development and Printing

The General Manager stated there was one bid for CCR Development and Printing which is fair and reasonable and he recommended the same as evidenced and attached as “F”.

It was moved by Board Member Gallucci and seconded by Board Member Masterson to award the proposal for CCR Development and Printing to Graphic Image for printing and mailing services in the amount of \$8,400.00 as evidenced and attached as “F” and it was unanimously,

VOTED: To award the proposal for CCR Development and Printing to Graphic Image for printing and mailing services in the amount of \$8,400.00 as evidenced and attached as “F”.

Proposal Approvals

Audit Services

The General Manager stated there was one proposal for Audit Services as evidenced and attached as “G” and that the proposal was responded to by one company and was too expensive and the General Manager recommended that it is in the best interest of Kent County Water Authority to reject the RFP response and circulate another RFP.

It was moved by Board Member Gallucci and seconded by Board Member Masterson to reject the RFP response by Braver, PC as it is too expensive and is not in the best interest of Kent County Water Authority and to circulate another RFP and it was unanimously,

VOTED: To reject the RFP response by Braver, PC as it is too expensive and is not in the best interest of Kent County Water Authority and to circulate another RFP.

Bond Counsel

The General Manager stated there were four proposals for Bond Counsel and Board Member Gallucci stated that Adler, Pollock & Sheehan, P.C. was the lowest responsible respondent as evidenced and attached as “H”. The General Manager stated that additionally the Authority will not go out to bond because of the economic realities but at times may need advice concerning bonding.

The Board thoroughly discussed the proposals and Board Member Gallucci stated that Adler, Pollock & Sheehan, P.C. was the lowest responsible proposal at \$325.00 per hour for partners and \$225.00 per hour for an associate.

It was moved by Board Member Gallucci and seconded by Board Member Giorgio to award the proposal for Bond Counsel to Adler, Pollock & Sheehan, P.C. as evidenced and attached as “H” and it was unanimously,

VOTED: To award the proposal for Bond Counsel to Adler, Pollock & Sheehan, P.C. as evidenced and attached as “H”.

Mishnock Transmission

The General Manager stated there were three proposals for Mishnock Transmission and that James J. Geremia & Associates, Inc. was the lowest responsible

respondent and the General Manager recommended James J. Geremia & Associates, Inc. for design fee only in that it was the lowest proposal and the corporation has done extensive previous Kent County Water Authority projects as evidenced and attached as “I”.

It was moved by Board Member Masterson and seconded by Board Member Gallucci to award the proposal for Mishnock Transmission final design permitting and engineering services during construction for the water system transmission main installments to James J. Geremia & Associates, Inc. for design purposes only in the amount of \$12,420.00 as evidenced and attached as “I” and it was unanimously,

VOTED: To award the proposal for Mishnock Transmission final design permitting and engineering services during construction for the water system transmission main installments to James J. Geremia & Associates, Inc. for design purposes only in the amount of \$12,420.00 as evidenced and attached as “I”.

IDSE, Stage 2 DBPR Approval

The General Manager stated that the initial distribution system evaluation report as evidenced and attached as “J” of the system has been approved by the Rhode Island Department of Health.

Pension Plan Amendment, 415 Limits, Board Action

The General Manager stated that the amendment is mandatory and is ministerial in nature as evidenced and attached as “K”. It was moved by Board Member Masterson and seconded by Board Member Gallucci to give authority to the General Manager to execute the amendment as attached as “K” and it was unanimously,

VOTED: To give authority to the General Manager to execute the amendment as attached as “K”.

Identity Theft Prevention Program, Approval

The General Manger stated this is mandatory to establish this program and it is necessary to train employees annually regarding false account reporting for Homeland Security.

It was moved by Board Member Masterson and seconded by Board Member Gallucci to approve the Identity Theft Prevention Program (March 19, 2009) as evidenced and attached as “L” and it was unanimously

VOTED: To approve the Identity Theft Prevention Program (March 19, 2009) as evidenced and attached as “L”.

D.O.H. Revised Rules and Regulations, Public Comment

This matter was previously discussed infra.

Approved Final Year Rate Consultant Agreement, Woodcock & Associates

It was moved by Board Member Gallucci and seconded by Board Member Masterson to approve the Final Year Rate Consultant Agreement as evidenced and attached as “**M**” and it was unanimously,

VOTED: To approve the Final Year Rate Consultant Agreement as evidenced and attached as “**M**”.

CAPITAL PROJECTS:

INFRASTRUCTURE PROJECTS:

East Greenwich Well Treatment Plant CIP-2

C & E Engineering Partners, Inc. prepared the progress report for the East Greenwich Well Treatment project for the review of the Board as evidenced and attached as “**N**”.

All other 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 “**O**” .

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

VOTED: To adjourn the meeting at 5:50 p.m.

Secretary Pro Tempore

EXHIBIT A

March 19, 2009

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

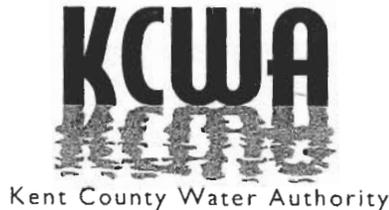
	JULY 2008	AUGUST 2008	SEPTEMBER 2008	OCTOBER 2008	NOVEMBER 2008	DECEMBER 2008	JANUARY 2009	FEBRUARY 2009	MARCH 2009	APRIL 2009	MAY 2009	JUNE 2009	RATE REVENUE FY 08-09	RATE REVENUE FY 09-08
BEGINNING MONTH BALANCE	37,770,320	33,805,455	33,777,788	33,425,155	33,496,492	37,356,161	32,005,861	32,149,627	34,811,034	34,931,570	34,995,500	35,228,014	36,007,533	37,685,563
CASH RECEIPTS:														
Water Collections	1,816,607	1,314,522	1,294,868	2,456,157	1,523,627	1,291,522	1,901,499	1,577,086						
Interest Earned	113,152	40,948	57,330	24,300	4,740	344	51,190	3,609						
Inspection Fees		250	1,580	6,500	7,800	129								
Contribution in Aid/Construction														
Other														
TOTAL CASH RECEIPTS	39,700,079	35,161,175	35,131,566	35,912,112	34,987,505	33,649,416	33,958,611	33,730,322						
CASH DISBURSEMENTS:														
Purchased Water	420,581	547,312	490,477	565,167	360,260	228,851	310,443	380,127						
Electric Power	49,317	54,160	56,938	40,491	43,945	10,796	36,376	81,783						
Payroll	176,089	146,667	141,111	175,975	151,894	202,214	175,612	143,618						
Operations	131,148	71,752	140,028	77,876	80,167	19,323	59,446	58,592						
Employee Benefits	52,673	48,674	53,704	48,913	45,933	243,296	50,733	49,092						
Legal	3,801	6,151	2,837	2,837	3,234	7,368	5,097	3,546						
Materials	68,915	27,519	10,108	28,561	8,043	7,368	31,719	19,284						
Insurance	4,747	4,747	5,848	4,747	4,879	4,879	4,879	9,759						
Sales Taxes	25,987	10,448	7,825	30,562	9,868	9,164	27,748	10,443						
Refunds	1,058	127	40											
Rare Care	6,657		11,763	23,123	11,895	43,335	3,678	2,067						
Conservation														
Pilot	8,325		470	302		469		905						
Capital Expenditures (Other)	6,370	343	3,740	2,747	1,950	256,170	134,159	13,427						
2004 Infrastructure	5,641	127,940	330,770	538,298	486,915		2,143							
Milbrook Well/Storage/Pump/Trns.	29,797	513		25,547										
Clinton Avenue Pump Station	1,681													
E. G. Well Upgrade														
Read Schoolhouse Road - Mains	1,583,157	280,207	150,299	4,045	18,577	3,797	9,024	1,520						
Recal Schoolhouse Road - Tank	3,090	3,090	73,261	809,063	556,403	308,228	37,718	586						
Greenwich Avenue - 8" & 12" Mains	628	571	15,043	79,875	79,875									
2006A Infrastructure	12,726	22,255	38,153	13,459	590,250	9,801	3,007	176,765						
Quaker Lane Pump Station	1,675	1,935	942	3,915	2,510	2,510	5,390	729						
2007 Infrastructure		2,300	765	3,909	19,692	255,582	23,981	12,309						
Carreau Street 8"	2,286	620	336											
Artbur-Blench-Jefferson 8"	83,825		6,364	6,935		8,510	2,384	546						
2009 Infrastructure		8,292	8,857	75										
Tobin Street 8"														
U. S. Bank - Debt Service (P & I)	3,130,260	18,805	114,947	36,606	137,612	14,873	758,659	15,012						
Water Protection	83,694				99,330									
TOTAL DISBURSEMENTS	5,894,624	1,383,387	1,706,411	2,461,680	2,631,344	1,643,555	1,808,984	1,131,487						
BALANCE END OF MONTH	33,805,455	33,777,788	33,425,155	33,450,432	32,356,161	32,005,861	32,149,627	32,598,835						
PRIOR YEAR	35,847,101	35,697,152	36,080,016	35,454,967	35,311,082	34,811,034	34,931,570	34,995,500	35,228,014	36,007,533	37,685,563	37,770,320		

KENT COUNTY WATER AUTHORITY
CASH LOCATION
FISCAL YEAR 08-09

CASH LOCATION:	JUL 2008	AUG 2008	SEP 2008	OCT 2008	NOV 2008	DEC 2008	JAN 2009	FEB 2009	MAR 2009	APR 2009	MAY 2009	JUN 2009
Citizens Bank - Payroll	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fleet Bank - Deposit	89,076.31	69,825.90	72,018.74	88,245.57	62,432.00	81,455.94	181,783.78	93,626.93				
Fleet Bank - Checking	18,930.03	14,289.85	822.35	21,171.30	8,007.93	32,960.11	82,130.65	33,793.55				
	147,956.34	124,115.75	112,841.09	149,416.87	110,479.93	154,426.05	309,914.43	167,420.48	0.00	0.00	0.00	0.00
U. S Bank - Project Funds												
Revenue	41,409.47	31,246.84	33,013.89	277,947.76	423,822.82	67,123.53	133,140.05	120,315.69				
Infrastructure Fund	7,088,369.66	6,990,524.70	6,555,178.76	6,478,239.97	5,888,908.18	5,306,316.18	5,653,732.15	6,054,162.97				
Operation & Maintenance Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Operation & Maintenance Reserve	1,898,250.00	1,898,250.00	2,153,575.00	2,153,575.00	2,153,575.00	2,364,575.00	2,364,575.00	2,364,840.21				
Renewal & Replacement Fund	89,903.70	98,138.66	106,782.37	115,193.78	123,597.03	131,871.78	140,205.53	148,553.66				
Renewal & Replacement Reserve	785,152.14	785,152.14	785,152.14	785,152.14	785,152.14	785,152.14	785,152.14	785,240.19				
General Project - 2001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Debt Service Fund - 2001	93,794.45	159,976.39	225,893.67	291,815.41	357,610.10	423,429.37	309,457.16	375,279.18				
Debt Service Reserve - 2001	781,125.00	781,125.00	781,125.00	781,125.00	781,125.00	781,125.00	781,125.00	781,125.63				
Cost of Issuance - 2001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
General Project - 2002	19,389,675.91	18,155,712.08	18,897,469.29	18,119,529.16	17,469,961.24	17,163,586.01	17,137,779.00	17,004,863.19				
Debt Service Fund - 2002	211,230.96	368,595.19	369,156.71	682,429.85	838,966.71	995,465.32	690,517.17	847,062.28				
Debt Service Reserve - 2002	1,823,560.01	1,823,560.01	1,843,548.51	1,843,548.51	1,843,548.51	1,843,548.51	1,850,574.27	1,850,814.90				
Cost of Issuance - 2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Debt Service Fund - 2004	175,945.01	282,108.56	282,335.68	493,376.23	596,819.11	704,233.51	692,193.90	797,668.05				
Debt Service Reserve - 2004	1,279,082.59	1,279,082.59	1,279,082.59	1,279,082.59	1,281,045.76	1,282,008.93	1,301,240.95	1,301,397.31				
Cost of Issuance - 2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Redemption Account - 2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
	\$ 33,805,454.74	\$ 33,777,787.51	\$ 33,425,154.73	\$ 33,430,432.30	\$ 32,356,161.15	\$ 32,005,861.36	\$ 32,149,626.78	\$ 32,598,835.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

EXHIBIT B

March 19, 2009



March 18, 2009

Dr. David R. Gifford, MD, MPH, Director
Rhode Island Department of Health
401 Cannon Building
3 Capital Hill
Providence RI 02908-5097

Re: Comments Related to Rules & Regulations for Public Drinking Water
March 26, 2009 Public Hearing

Dear Dr. Gifford:

We have reviewed the proposed revisions for the above referenced Regulations and provide the following comments that we would like entered into the records for the public hearing of March 26, 2009:

- 1) Kent County Water Authority has provided numerous correspondences to the Department of Drinking Water Quality and legal staff regarding proposed rule revisions that would include regulatory control over the operation and maintenance of private water system infrastructure under the Department of Health Regulations and continue to await a reply. By private water infrastructure, we mean all infrastructures not under the sanitary control of the public water system. This infrastructure is owner, operated and maintained by a private concern and normally located after a master meter and containment backflow prevention device which separates it from the public water system. It is important to emphasize that the public water supplier does not have sanitary control of the water infrastructure after the containment backflow device and consequently must consider this device as the "last running tap" in this concern. It is also important to emphasize that unlike the RIDOH, water suppliers can not enter onto private property without permission nor do they have enforcement authority to compel compliance. These types of developments would include such things as master metered: strip malls, condominium associations and apartment complexes. The infrastructure within these types of developments are owned, operated and maintained by the facility crews for the property owners. We also believe that situations of this nature require that the facility have on staff someone licensed in water distribution system operators under the current provisions in the

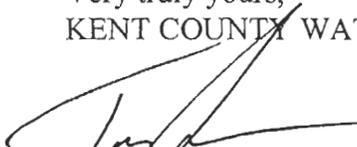
Department of Health Rules and Regulations pertaining to certification of public drinking water supply distribution operators R23-65-DWQ.

- 2) Section 4.2 of the revised Regulations addresses the testing of newly constructed or re-coated water storage tanks for volatile organic compounds. The revised Regulations require that any detection above the laboratory detection limit or background source limit represent a failure and draining and re-filling of the tank is required. We recommend that this be changed to any detection above the maximum contaminant level (MCL) as the determining point for the requirement to drain and re-test prior to putting the tank in service. We feel this is important because it will prevent the waste of millions of gallons of water that meet EPA current standards for public water service and also reduce overall construction costs for the customers affected. As you are aware, laboratory detection limits have and do change, yet the MCL is the guiding requirement for public health in contaminant determination.

- 3) We feel strongly that contractors performing water infrastructure installations and/or repairs should have at least one properly trained and RIDOH R23-65-DWQ distribution operator licensed person on each crew to oversee this type of activity. We do feel that this will add considerable value in the protection of public health when it comes to water infrastructure installation and repair activities. Our experience has been that most construction personnel are unfamiliar with the techniques necessary to keep the materials clean and properly disinfected during the installation or repair process. Most argue that there is no need to disinfect new parts or infrastructure components. It is of critical concern that properly trained and licensed personnel are on site during the construction process. Most water companies do not have the work force resources necessary to keep resident or on site personnel during all construction activities for such things as the Infrastructure Replacement Program, new developments and repairs.

We hope you will carefully consider and include our recommended changes to these Regulations prior to adoption. Please feel free to contact me at (401) 821-9300 should you have any questions or need additional information concerning our proposed revisions.

Very truly yours,
KENT COUNTY WATER AUTHORITY



Timothy J. Brown, P.E.
General Manager/Chief Engineer

TJB/cah

cc: Joseph McGair
Mrs. June Swallow, Chief Drinking Water Quality

PO Box 192
West Warwick, RI 02893-0192
401-821-9300
www.kentcountywater.org



Kent County Water Authority
1946-1996

April 20, 2001

Patricia A. Nolan, MD, MPH, Director
Rhode Island Department of Health
401 Cannon Building
3 Capitol Hill
Providence, Rhode Island 02903

Re: Rules and Regulations pertaining to Certification of Public Drinking Water, Supply Treatment, Transmission and Distribution Operators (R23-65-DWQ)

Dear Ms. Nolan:

Kent County Water Authority has reviewed the proposed revisions to the above referenced Rules and Regulations, and must take exception to the exclusion of individuals employed by private entities, who repair, replace and install components or infrastructure of water facilities, from compliance with the mandatory certification requirements. The following comments are provided:

(1) Section 1, definitions:

Paragraph 1.16 (Operational Activities) are those involving the maintenance, repair, replacement, and installation of components of operational public water supply, treatment and distribution systems that may directly impact the quality or quantity of drinking water.

Paragraph 1.18 (Operator) means an individual "employed" by at a water treatment facility or transmission and distribution system whose routine job duties involve performing operational activities or making decisions regarding the daily operational activities of a public water treatment and/or transmission distribution system, that may directly impact the quality and/or quantity of the drinking water. "Operator" does not apply to an official exercising only general administrative supervision or engineering design duties, such as the city engineer or an elected water commissioner, or clerical or administrative workers involved only in activities such as customer service relations, billing, payroll, time keeping, etc. The term "operator" as used in these regulations, does not apply to individuals whose only responsibility is to install and read meters.

Numerous water facility maintenance and new construction activities are conducted on a daily basis by countless private concerns encompassing the plumbing and construction trade fields. Any and all of these activities, including the employees accomplishing the work, represent a potential to adversely compromise the integrity of the public water supply as it relates to the proper component installation and contamination through inadequate precautionary procedures employed by uncertified workers. No water purveyor has the extended workforce necessary to "supervise" the countless contractors conducting work of this nature. Also some of the work that could directly impact the quality of the water comes under the guise of the local plumbing official as prescribed in the Rhode Island State Building Code SB3; Plumbing Code.

During our processes to evaluate the current revisions to (R23-65-DWQ) we found out that in almost all cases the disinfection requirements of the RI Plumbing Code are not being fulfilled. Neither the internal plumbing nor the property owners service line to the curb box are currently being flushed and disinfected prior to connection to the public water supply. Each plumbing official has a different opinion on what is required and general contractors state they have never had to disinfect these lines.

We request the definition of operator include contractors or persons not employed by a water treatment facility or transmission and distribution systems whose routine jobs involve the maintenance, repair, replacement or installation of components on an operational public water supply treatment and distribution system or will result in a permanent connection to the operational public water supply.

The Kent County Water Authority's position is that contractors, on a daily basis, tap and repair active water supply facilities to provide service to new and existing buildings and/or make extensions into developments that will be supplied by operating public water facilities. All available guidance such as that contained in the American Water Works Association installation manuals reflect that precautionary procedures, proper installation techniques and cleanliness of the new main or appurtenances are all critical components to ensuring that the integrity of the existing water supply system is not compromised in a way that results in an adverse condition or health risk to the customers. The current definition, paragraph 1.18 (Operator) excludes contractors that normally carry out maintenance, repair, replacement and installation of components on operating water supply systems. At a minimum, the regulation should include the site supervisor or contain the requirements that the person in charge be licensed by the state under the mandatory certification process for public water supply transmission and distribution system operators.

- (2) Section 5.0, Mandatory Certification Of Public Water Supply, Transmission and Distribution System Operators.

Paragraph 5.5, individuals employed by private entities to repair, replace or install components of operational water supply transmission distribution facilities must be under the supervision of a fully certified operator employed at the water supply transmission distribution system.

Kent County Water Authority has reviewed this provision, and find that it would be virtually impossible for the Water Authority to supervise every facet of private contractors efforts to

repair, replace or install components of operational water supply transmission and distribution facilities, due to constraints imposed by the number of available workers that could be assigned from the Authority's overall work force in relation to the number of contractors currently conducting this type of work.

This section should be revised to indicate that only private entities or contractors who have obtained mandatory certification of public water supply transmission and distribution system operators, under the State of Rhode Island Regulations, can conduct work pertaining to the repair, replacement or installation of components of operation water supply transmission and distribution facilities.

This section should further specify that the supervisor or person in charge of the private entity could oversee the project, and that a fully certified operator employed at the water supply transmission and distribution system could be made available to conduct inspection at critical junctures such as pressure tests, chlorination or as the water purveyor deemed necessary.

As revised, the current regulation makes the licensed water purveyor liable for the unlicensed contractor's work. The Kent County Water Authority is vehemently opposed to excluding private entities or contractors that would perform repairs, maintenance and/or new installations of public water supply systems from mandatory certification process. Our position is these Rules & Regulations should pertain to private entities and can be associated to the concern addressed by the recent amendments to the labor laws, Chapter 28-20-35, that will require all contractor site employees to be certified in Construction Safety through an OSHA approved training program and curriculum.

We respectfully request that the Department of Health include private entities under the requirements for mandatory certification, as it can only help to enhance public health and provide additional interventions to reduce the potential for contamination of the public water supply.

Very Truly Yours,
KENT COUNTY WATER AUTHORITY



Timothy J. Brown, P.E.
General Manager/Chief Engineer

VJB/ch

Enclosure

cc: Romeo Mendes, RI Department of Health



797 BALD HILL ROAD
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E-MAIL: jjm@petrarcamcgair.com
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August 13, 2008

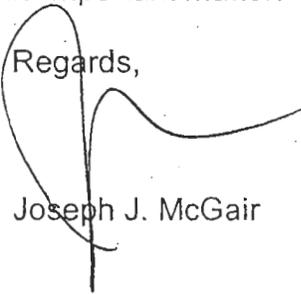
Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 02908

Re: Private Water Systems
Rules and Regulations Amendment

Dear Mr. Madoian:

Pursuant to our telephone conversation of August 12, 2008, I am forwarding to you the original letter dated April 10, 2007 together with the proposed regulations. I would appreciate your help in securing resolution to this important matter.

Regards,


Joseph J. McGair

JJM:maf
Enclosure
Sent via facsimile and regular mail
Cc: Timothy J. Brown, P.E.
Kent County Water Authority



797 BALD HILL ROAD
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April 10, 2007

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

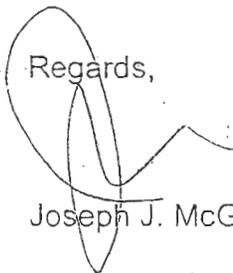
RE: PRIVATE WATER SYSTEM
RULES AND REGULATIONS AMENDMENT

Dear Greg:

I am sending for your consideration the private water system amendments which Kent County Water Authority proposes to the Department of Health Rules and Regulations Pertaining to Public Drinking Water. As you know, pursuant to our previous meetings, this is a major issue for public water suppliers compliance to state and federal laws and rules and regulations in that there are no rules in place with regard to private water system. This gap should be closed since the burden of water quality rests with the public water supplier without the tools to accomplish the same.

I hope that you and the Department of Health will look favorably on these amendments to bridge the existing gap. If I can be of any assistance, please do not hesitate to call upon me.

Regards,


Joseph J. McGair, Esq.

JJM:ld

Enclosure

Cc: June Swallow
Timothy J. Brown, P.E., Kent County Water Authority

Private Water Systems Served by A Public Water Supplier

Proposed Amendments to the Rules and Regulations pertaining to Public Drinking Water.

1.57.1 Definition:

For the purposes of this section, a private water system is defined as one which regularly serves residents with water purchased at consumer rates via a master-meter from a public water system transmitted through pipes or other constructed conveyance and is located within private property and supplies water to one or more building(s) or multiple businesses or residential units within a building.

17.1.0 Private Water System/Service Water Company. In order to ensure the health, safety and welfare of the citizens of this state for drinking water quality and, since it remains the responsibility of the public water supplier that the water quality within the private system meets all applicable State and Federal standards the following Rules and Regulations were enacted.

17.1.1 Responsibilities of the Public Water Supplier – The public water supplier shall develop and maintain a program to ensure that State and Federal water quality standards are met and the Program components shall include but not be limited to:

1. Conduct a comprehensive annual private water system survey. The public water supplier shall provide a survey questionnaire to any known private water system within its service area for completion. The survey shall include all pertinent data on all known private systems including, but not limited to the following:

a. Name, address, owner/agent telephone numbers (business, home, cell, emergency).

b. Copies of as-built drawings of private water system along with inventory of system components. Inventory shall include: length, size, and material of water mains, number and type of fire hydrants, type and size of storage tanks, type of treatment facilities, chemicals used, number, size and type of booster pumps.

c. Number of buildings, businesses, and residential units served.

d. General type of use (residential, industrial, commercial).

e. Specific water uses (i.e. domestic, irrigation, cooling, process, fire protection).

f. Backflow prevention measures in place.

g. Installation of infrastructure and equipment date, name of installer, installer contact information.

h. Maintenance records for the system including, but not limited to water mains, valves, pumps, fire hydrants and system flushing.

i. Security measures in place and named responsible party together with contact information.

j. All structural modifications to the system since initial installation, together with dates of installation, as-built drawings and installer's contact information.

k. Dates and locations of all water quality samples collected within last year and copies of analytical reports from laboratory.

2. The public water supplier shall conduct an annual inspection of each private water system.

3. The public water supplier shall have the right to collect an annual fee from the private water system to cover their costs for the collection and review of survey, data

maintenance, annual inspection activities, routine response to onsite water quality issues, and report to Department of Health. Additionally, the public water supplier shall also have the right to collect separate fees from private water systems for reimbursement for service provided in response to individual emergency-related events. The fee schedule shall be incorporated into the Rules and Regulations of the public water supplier.

4. The public water supplier shall notify any private water system in writing when a known violation of the Rules and Regulations of either the public water supplier or Department of Health occurs within the private water system. A copy of said notification shall also be provided to Department of Health.

5. The public water supplier shall submit an annual (every 12 months) letter report to the Department of Health confirming that the annual survey and inspection have been completed. The report shall include a listing of all known private water systems in tabular format.

17.2.1. Responsibilities of the Private Water System

1. Private water systems shall contact the public water supplier if it has any reason to believe that the public water supplier is unaware of its status as a private water system.

2. Private water systems shall be responsible for completing the public water supplier's annual survey and providing to the public water supplier within thirty (30) calendar days.

3. Private water systems shall collect a minimum of one set of water samples each year (every 12 months) from within their water system. Samples should be

collected at the furthest downstream location in their system or at a location(s) agreed upon with the public water supplier. Samples should be analyzed for total coliform and Heterotrophic plate count (HPC) at a state-certified laboratory and the results provided to the public water supplier.

4. The private water system shall immediately notify the public water supplier of any water-related emergency, including burst or leaking pipes, water quality problems, malfunctioning equipment, suspected contamination, maintenance or septic issues.

5. Private water systems are fully responsible for the operation and maintenance of all water works facilities downstream of the master meter, including the master meter backflow-preventor, meter pit and or housings.

6. Private water systems shall correct all components or operational procedures which the public water supplier determines are not in compliance with the Rules and Regulations of either the public water supplier or Department of Health.

7. Private water systems shall allow public water supplier onto premises at all reasonable times including but not limited to, annual inspection and emergencies.

8. Private water system shall promptly pay all fees assessed by the public water supplier.

9. Private water systems must comply with the Rules and Regulations of the public water supplier and Department of Health or will be subject to fines and, or, termination of water service.



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April 2, 2008

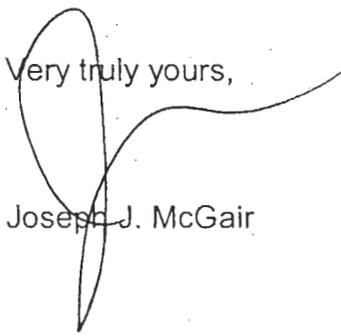
Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 02908

Re: Private Water Systems
Rules and Regulations Amendment

Dear Greg:

As a follow-up to my March 11, 2008 letter, I am writing once again at the direction of the Kent County Water Authority Board to ensure that a meeting takes place to discuss this important issue. I am also taking the liberty of enclosing the amendment to your regulations as forwarded to you on April 10, 2007.

Very truly yours,


Joseph J. McGair

JJM:dd
Enclosure
Cc: June Swallow
Timothy J. Brown, P.E.
Kent County Water Authority Board



100 SOUTH HILL ROAD
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April 10, 2007

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

RE: PRIVATE WATER SYSTEM
RULES AND REGULATIONS AMENDMENT

Dear Greg:

I am sending for your consideration the private water system amendments which Kent County Water Authority proposes to the Department of Health Rules and Regulations Pertaining to Public Drinking Water. As you know, pursuant to our previous meetings, this is a major issue for public water suppliers compliance to state and federal laws and rules and regulations in that there are no rules in place with regard to private water system. This gap should be closed since the burden of water quality rests with the public water supplier without the tools to accomplish the same.

I hope that you and the Department of Health will look favorably on these amendments to bridge the existing gap. If I can be of any assistance, please do not hesitate to call upon me.

Regards,

Joseph J. McGair, Esq.

JJM:ld

Enclosure

Cc: June Swallow
Timothy J. Brown, P.E., Kent County Water Authority

Private Water Systems Served by A Public Water Supplier

Proposed Amendments to the Rules and Regulations pertaining to Public Drinking Water.

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17.1.0 Private Water System/Service Water Company. In order to ensure the health, safety and welfare of the citizens of this state for drinking water quality and, since it remains the responsibility of the public water supplier that the water quality within the private system meets all applicable State and Federal standards the following Rules and Regulations were enacted.

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March 11, 2008

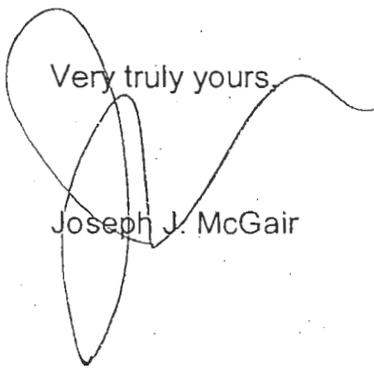
Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

Re: Private Water Systems
Rules and Regulations Amendment

Dear Mr. Madoian:

I last wrote to you on August 31, 2007 concerning a meeting with the Department of Health on this issue. The Kent County Water Authority Board has given me the charge to make sure that this meeting takes place. I really would appreciate your help in this matter. Thank you.

Very truly yours,


Joseph J. McGair

JJM:maf
Enclosure
Cc: June Swallow
Timothy J. Brown, P.E.
Kent County Water Authority



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August 31, 2007

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 02908

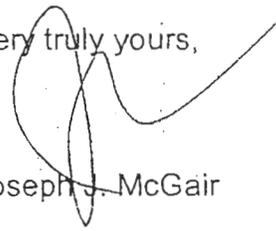
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Rules and Regulations Amendment

Dear Mr. Madoian:

This is in response to yours of August 22, 2007. Kent County Water Authority and myself desire to have a meeting with you and June Swallow concerning your refusal to amend the private water systems rules and regulations.

I thank you in advance for your cooperation.

Very truly yours,



Joseph J. McGair

JJM:maf
Enclosure
Cc: June Swallow
Timothy J. Brown, P.E.
Kent County Water Authority



797 BALD HILL ROAD
WARWICK, RI 02886

401-821-1330
FAX 401-823-0970
E-MAIL: jjm@petrarcamcgair.com
www.petrarcamcgair.com

August 31, 2007

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

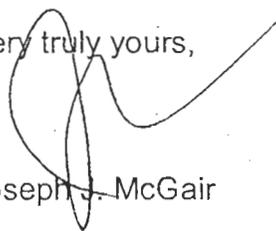
Re: Private Water Systems
Rules and Regulations Amendment

Dear Mr. Madoian:

This is in response to yours of August 22, 2007. Kent County Water Authority and myself desire to have a meeting with you and June Swallow concerning your refusal to amend the private water systems rules and regulations.

I thank you in advance for your cooperation.

Very truly yours,


Joseph J. McGair

JJM:maf
Enclosure
Cc: June Swallow
Timothy J. Brown, P.E.
Kent County Water Authority

AUG 24 2007

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
D E P A R T M E N T O F H E A L T H



Safe and Healthy Lives in Safe and Healthy Communities

August 22, 2007

Joseph J. McGair, Esq.
PETRARCA & McGAIR, INC.
797 Bald Hill Road
Warwick, RI 02886

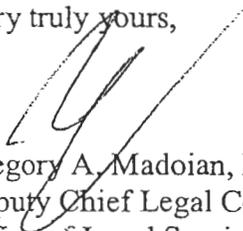
**RE: Private Water Systems
Rules and Regulations Amendment**

Dear Mr. McGair:

As it relates to the proposed Rules and Regulations relating to private well systems, the Department is not in a position to amend said rules at this time.

If your client still desires to meet with June Swallow and myself, please give me a call.

Very truly yours,


Gregory A. Madoian, Esq.
Deputy Chief Legal Counsel
Office of Legal Services
Tel. (401) 222-2137
Fax (401) 222-1250

GAM:caa

cc: June Swallow, P.E.
Timothy J. Brown, P.E.
Kent County Water Authority



797 BALD HILL ROAD
WARWICK, RI 02886

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FAX 401-823-0970
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www.petrarcamcgair.com

July 31, 2007

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

Re: Private Water Systems
Rules and Regulations Amendment

Dear Mr. Madoian:

The General Manager of Kent County Water Authority and I would like to meet with you and Ms. Swallow as soon as possible in order to finalize the Department of Health position on our regulations.

I appreciate your help in this matter.

Very truly yours,

Joseph J. McGair, Esq.

JJM:maf
Enclosure
Cc: June Swallow
Timothy J. Brown, P.E.
Kent County Water Authority



797 BALD HILL ROAD
WARWICK, RI 02886

401-821-1330
FAX 401-823-0970
E-MAIL: jjm@petrarcamcgair.com
www.petrarcamcgair.com

July 31, 2007

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

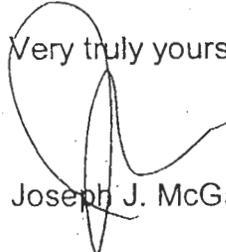
Re: Private Water Systems
Rules and Regulations Amendment

Dear Mr. Madoian:

On July 31, 2007, this office sent correspondence to you regarding the General Manager of Kent County Water Authority and I meeting with you and Ms. Swallow as soon as possible in order to finalize the Department of Health position on Kent County Water Authority regulations. We have yet to receive a response to the same.

I would appreciate your help in this matter.

Very truly yours,


Joseph J. McGair, Esq.

JJM:maf
Enclosure
Cc: June Swallow
Timothy J. Brown, P.E.
Kent County Water Authority



797 BALD HILL ROAD
WARWICK, RI 02886

401-821-1330
FAX: 401-823-0970
E-MAIL: jjm@petrarcamcgair.com
www.petrarcamcgair.com

April 10, 2007

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

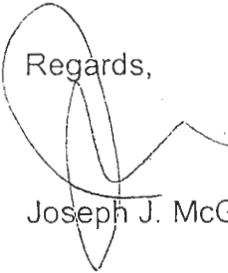
RE: PRIVATE WATER SYSTEM
RULES AND REGULATIONS AMENDMENT

Dear Greg:

I am sending for your consideration the private water system amendments which Kent County Water Authority proposes to the Department of Health Rules and Regulations Pertaining to Public Drinking Water. As you know, pursuant to our previous meetings, this is a major issue for public water suppliers compliance to state and federal laws and rules and regulations in that there are no rules in place with regard to private water system. This gap should be closed since the burden of water quality rests with the public water supplier without the tools to accomplish the same.

I hope that you and the Department of Health will look favorably on these amendments to bridge the existing gap. If I can be of any assistance, please do not hesitate to call upon me.

Regards,


Joseph J. McGair, Esq.

JJM:ld

Enclosure

Cc: June Swallow

Timothy J. Brown, P.E., Kent County Water Authority

Private Water Systems Served by A Public Water Supplier

Proposed Amendments to the Rules and Regulations pertaining to Public Drinking Water.

1.57.1 Definition:

For the purposes of this section, a private water system is defined as one which regularly serves residents with water purchased at consumer rates via a master-meter from a public water system transmitted through pipes or other constructed conveyance and is located within private property and supplies water to one or more building(s) or multiple businesses or residential units within a building.

17.1.0 Private Water System/Service Water Company. In order to ensure the health, safety and welfare of the citizens of this state for drinking water quality and, since it remains the responsibility of the public water supplier that the water quality within the private system meets all applicable State and Federal standards the following Rules and Regulations were enacted.

17.1.1 Responsibilities of the Public Water Supplier – The public water supplier shall develop and maintain a program to ensure that State and Federal water quality standards are met and the Program components shall include but not be limited to:

1. Conduct a comprehensive annual private water system survey. The public water supplier shall provide a survey questionnaire to any known private water system within its service area for completion. The survey shall include all pertinent data on all known private systems including, but not limited to the following:

a. Name, address, owner/agent telephone numbers (business, home, cell, emergency).

b. Copies of as-built drawings of private water system along with inventory of system components. Inventory shall include: length, size, and material of water mains, number and type of fire hydrants, type and size of storage tanks, type of treatment facilities, chemicals used, number, size and type of booster pumps.

c. Number of buildings, businesses, and residential units served.

d. General type of use (residential, industrial, commercial).

e. Specific water uses (i.e. domestic, irrigation, cooling, process, fire protection).

f. Backflow prevention measures in place.

g. Installation of infrastructure and equipment date, name of installer, installer contact information.

h. Maintenance records for the system including, but not limited to water mains, valves, pumps, fire hydrants and system flushing.

i. Security measures in place and named responsible party together with contact information.

j. All structural modifications to the system since initial installation, together with dates of installation, as-built drawings and installer's contact information.

k. Dates and locations of all water quality samples collected within last year and copies of analytical reports from laboratory.

2. The public water supplier shall conduct an annual inspection of each private water system.

3. The public water supplier shall have the right to collect an annual fee from the private water system to cover their costs for the collection and review of survey, data

maintenance, annual inspection activities, routine response to onsite water quality issues, and report to Department of Health. Additionally, the public water supplier shall also have the right to collect separate fees from private water systems for reimbursement for service provided in response to individual emergency-related events. The fee schedule shall be incorporated into the Rules and Regulations of the public water supplier.

4. The public water supplier shall notify any private water system in writing when a known violation of the Rules and Regulations of either the public water supplier or Department of Health occurs within the private water system. A copy of said notification shall also be provided to Department of Health.

5. The public water supplier shall submit an annual (every 12 months) letter report to the Department of Health confirming that the annual survey and inspection have been completed. The report shall include a listing of all known private water systems in tabular format.

17.2.1. Responsibilities of the Private Water System

1. Private water systems shall contact the public water supplier if it has any reason to believe that the public water supplier is unaware of its status as a private water system.

2. Private water systems shall be responsible for completing the public water supplier's annual survey and providing to the public water supplier within thirty (30) calendar days.

3. Private water systems shall collect a minimum of one set of water samples each year (every 12 months) from within their water system. Samples should be

collected at the furthest downstream location in their system or at a location(s) agreed upon with the public water supplier. Samples should be analyzed for total coliform and Heterotrophic plate count (HPC) at a state-certified laboratory and the results provided to the public water supplier.

4. The private water system shall immediately notify the public water supplier of any water-related emergency, including burst or leaking pipes, water quality problems, malfunctioning equipment, suspected contamination, maintenance or septic issues.

5. Private water systems are fully responsible for the operation and maintenance of all water works facilities downstream of the master meter, including the master meter backflow-preventor, meter pit and or housings.

6. Private water systems shall correct all components or operational procedures which the public water supplier determines are not in compliance with the Rules and Regulations of either the public water supplier or Department of Health.

7. Private water systems shall allow public water supplier onto premises at all reasonable times including but not limited to, annual inspection and emergencies.

8. Private water system shall promptly pay all fees assessed by the public water supplier.

9. Private water systems must comply with the Rules and Regulations of the public water supplier and Department of Health or will be subject to fines and, or, termination of water service.

MAY 18 2006

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
D E P A R T M E N T O F H E A L T H



Safe and Healthy Lives in Safe and Healthy Communities

May 16, 2006

VIA FAX (401) 823-0970

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

RE: DOH/KCWA/Private Development Water Quality Responsibility

Dear Mr. McGair:

I thank you for the correspondence regarding the above-captioned matter.

Be advised that you correctly state the Department of Health maintains that the KCWA is responsible for water quality to the "last running tap" in regard to private water systems within your region which are out of your control.

Furthermore, per your correspondence, the Department of Health concurs with the standards you propose visa-vis the private systems within your control. As such, the Department will endeavor to promulgate the appropriate rules and regulations relating to private systems and would appreciate the KCWA's input.

If you have any questions, please give me a call.

Very truly yours,

Gegory A. Madoian, Esq.
Deputy Chief Legal Counsel
Office of Legal Services
Tel. (401) 222-1683 or 222-2137
Fax (401) 222-1250

GAM:caa



797 BALD HILL ROAD
WARWICK, RI 02886

401-821-1330
FAX 401-823-0970
E-MAIL: jjm@petrarcamcgair.com
www.petrarcamcgair.com

March 22, 2006

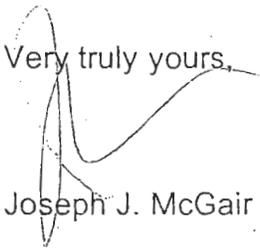
Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

Re: DOH/KCWA/Private Development Water Quality Responsibility

Dear Mr. Madoian:

This is a follow up to my letters of February 20, 2006 and March 6, 2006. I would appreciate it if you would call me at 821-1330 x. 216 or on my cell phone 263-9825 at your convenience.

Very truly yours,


Joseph J. McGair

JJM:maf
FAXED SAME DATE
Cc: Kent County Water Authority



797 BALD HILL ROAD
WARWICK, RI 02886

401-821-1330
FAX 401-823-0970
E-MAIL: jjm@petrarcamcgair.com
www.petrarcamcgair.com

March 6, 2006

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

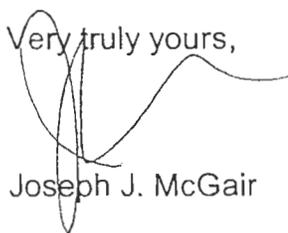
Re: DOH/KCWA/Private Development Water Quality Responsibility

Dear Mr. Madoian:

This is a follow up to my letter of February 20, 2006 (copy enclosed) regarding the above. As of this date, I have not received a response to the same. I would appreciate any input that the Department of Health would have regarding the proposed measures stated in my letter of February 20, 2006.

I thank you in advance for your cooperation in this matter.

Very truly yours,



Joseph J. McGair

JJM:maf
FAXED SAME DATE
Cc: Kent County Water Authority



797 BALD HILL ROAD
WARWICK, RI 02886

401-821-1330
FAX 401-823-0970
E-MAIL: jjm@petrarcamcgair.com
www.petrarcamcgair.com

February 20, 2006

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

Re: DOH/KCWA/Private Development Water Quality Responsibility

Dear Mr. Madoian:

This is in follow up to our meeting of February 16, 2006 at the Department of Health with June Swallow and Timothy J. Brown. It is now my understanding that the position of the Department of Health is that Kent County Water Authority is responsible for water quality to the "last running tap" in regard to private water systems within our region which are out of our control. As you know, the Authority disagrees with this narrow interpretation but, in the spirit of cooperation, will accede to that interpretation and may need to compel the private systems to comply with the mandatory applicable standards for the public health in the following manner:

- a. Comprehensive annual system maintenance survey;
- b. Kent County Water Authority on the job inspection of all maintenance and infrastructure changes and Kent County Water Authority costs to be reimbursed;
- c. The annual production of representative water quality samples and fire hydrant maintenance and flushing records;
- d. Immediate notice to Kent County Water Authority of infrastructure plans together with commencement date;
- e. Immediate notice to Kent County Water Authority regarding any burst pipes or malfunctioning of equipment/infrastructure;

Page 2
Mr. Madoian
February 20, 2006

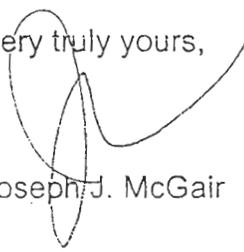
f. Right of entry for water quality purposes as Department of Health certified operators;

The violation of these aforementioned regulations will result in termination of services.

I would appreciate any input that the Department of Health would have with these proposed measures and any assistance from the Department of Health to the Authority and all other large water operators within its jurisdiction to obtain these enforcement tools for water quality protection.

I thank you for your cooperation in this matter.

Very truly yours,



Joseph J. McGair

JJM:maj
Cc: Kent County Water Authority



797 BALD HILL ROAD
WARWICK, RI 02886

401-821-1330
FAX 401-823-0970
E-MAIL: jjm@petrarcamcgair.com
www.petrarcamcgair.com

February 20, 2006

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

Re: DOH/KCWA/Private Development Water Quality Responsibility

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Page 2
Mr. Madoian
February 20, 2006

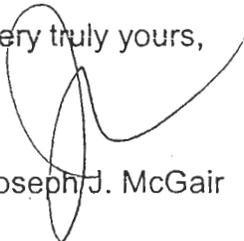
f. Right of entry for water quality purposes as Department of Health certified operators;

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I thank you for your cooperation in this matter.

Very truly yours,



Joseph J. McGair

JJM:maf
Cc: Kent County Water Authority



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WARWICK, RI 02886

401-821-1330
FAX 401-823-0970
E-MAIL: jjm@petrarcamcgair.com
www.petrarcamcgair.com

January 23, 2006

Gregory A. Madoian, Esq.
Legal Counsel
Department of Health
3 Capitol Hill, Room 404
Providence, RI 20908

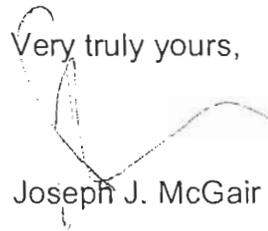
Re: KCWA/Private Development Responsibility

Dear Mr. Madoian:

This office is legal counsel to Kent County Water Authority and this letter is in regard to our telephone discussion of even date concerning the above. The Authority has directed me to obtain a meeting with the Department of Health Officials concerning the private development water system infrastructure responsibility and the attendant need for rules and regulations and a statewide back flow prevention program.

I thank you for your attention to this matter.

Very truly yours,


Joseph J. McGair

JJM:maf
FAXED SAME DATE
Cc: Kent County Water Authority

EXHIBIT C

March 19, 2009

Kent County Water Authority
Legal Fees

		<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>Total</u>
Petrarca & McGair	General Counsel	\$ 83,903.47	\$ 85,626.96	\$ 74,794.58	\$ 244,325.01
Tillinghast Licht LLP	Bond Counsel			\$ 3,183.47	\$ 3,183.47

EXHIBIT D

March 19, 2009

BOARD APPROVED HIGH SERVIC

(3/18/2009)

Number	Development	Street	Description	Avg. Day (gpm)	Max Day Multiplier	Max Day Approved (gpm)	Date Approved
5	Shippeetown Road Sub.	Shippeetown Rd., EG	Homes	6.67	2.3	15.3	12/10/2001
16	Dunkin Donuts	New London Turnpike	Commercial	1.3	1.5	2.0	2/9/2004
26	Arlington RV	Division Road, WG	Commercial	3.5	1.5	5.3	3/16/2005
29	Westwood Apartments	Reservoir Rd., COV	No Application	4.9	2.0	9.8	3/16/2005
34	Paul & Tanya Rossi	53 Mohawk Trail, WG	1 House	0.4	2.3	0.9	5/18/2005
36	Mojtaba Rajae	1627 Middle Road, E.G.	1 House	0.4	2.3	0.9	5/18/2005
53	Gentry Glen Condos	Crompton Road, WW	62 Units	13	2.0	26.0	9/21/2005
63	Spencer's Grant	Spencer's Grant Drive & Stone Carry Way Residence	12 Homes	4.8	2.3	11.0	10/19/2005
68	Arthur Brown	183 Greenbush Road	1 House	0.4	2.3	0.9	12/15/2005
80	K. Joseph Shekarchi	Herb Chambers - RT 2	Commercial	0.4	1.5	0.6	8/16/2006
89	Village on Green	1646 Division Street	49 Condo	13.6	2.0	27.2	2/15/2007
91	Rocky Hill Commons	Division Road	Comm/Res	18.8	2.0	37.6	2/15/2007
94	James and Jeanne Rotatori	340 Moosehorn Road, EG	1 House	0.4	2.3	0.9	2/15/2007
95	David & Marianne Simoes	16 Roland Drive, WG (is now 29) needs to be approved again	1 House	0.4	2.3	0.9	5/17/2007
98	Lowe's Plaza/Quaker Lane	Par AP-30, lots 41 & 44	Lowe's Plaza	2.6	1.8	4.7	6/21/2007
103	Daves Market	Nooseneck Hill Road	Commercial	1.7	1.5	2.6	7/19/2007
104	Kirk Andrews	Lot 41, Plat 13 Opposite Utility Pole 39 1/2 on Hopkins Hill Road	1 House	0.4	2.3	0.9	7/19/2007

EXHIBIT E

March 19, 2009

**POLICY
TEMPORARY HIGH SERVICE MANAGEMENT**

Recognizing the imminent impact that expansion of the high service infrastructure will create on the supply system and future growth in the communities, the Board of the Kent County Water Authority has determined that the ability to expand infrastructure into undeveloped areas is limited by the existing supply available and transmission capabilities of the system. Kent County Water Authority finds that it must implement a temporary infrastructure expansion and demand management strategy because the supply system has reached the limits of its historic maximum day capacity to expand supply into undeveloped areas. Limited extension of the distribution system can be judiciously tolerated with demand management strategies in place that curtail seasonal outdoor water use during periods of demand reaching a cutoff limit of fifteen and one half (15.5) million gallons a day (MGD) without injuriously drawing average daily demand supply wholly or in part from those who have been previously supplied by the Authority and/or existing properties residing adjacent to accessible distribution mains within this service gradient.

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Hydraulic modeling has determined a shortage of supply within the 500 foot gradient exists to the extent that there would be insufficient water during the historic documented maximum day condition for human consumption, sanitation and fire protection if expansion of the high service distribution system were allowed to continue without first augmenting supply capabilities or implementation of mandatory demand strategies. Average daily demand and maximum daily demands have declined in the years following the historic maximum day condition and is reflective of the intrinsic influence climatic conditions have on water use throughout the system. The Board of Directors have evaluated this trend and determined that under controlled conditions limited capacity can be derived to support expanded service within the existing limits of the distribution system service area.

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The Kent County Water Authority must impose a cap on the maximum daily demand that can be tolerated under normal climatic averages for precipitation within the service area. The Board has determined that a cap of 15.5 million gallons per day, maximum day condition can be tolerated under normal climatic conditions. Managed capacity derived from imposing this cap can be made available to promote the economic well being of the communities through supervised supply and demand strategies for both residential and commercial development within the limits of the existing service area

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The Kent County Water Authority also finds that it must impose an outside water use moratorium should customer seasonal water use and climatic conditions cause the exceedence of the theoretic 15.5 MGD maximum day capacity determination. The Kent County Water Authority must rely on its existing customer base to vigorously monitor and control their outside water use and conservation efforts to continue seasonal use under current policies regarding outside water use within the supply district and the mitigating management strategy maximum day cap. Active public participation in monitoring and conserving outside water use is an intrinsic component to stabilization of

the maximum day demand condition under seasonally normal climatic conditions. The Board has determined that public water use related to human consumption, health, safety, sanitation and economic well being takes precedence over recreational and landscape irrigation uses. An outside water use moratorium must be put into effect if the combination of climatic conditions and seasonal water use patterns exceeds the 15.5 MGD maximum day cap set by the Board.

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The Kent County Water Authority will continue to accept applications from new customers within the service district. The Board shall review the proposed demands contained in the application, build out schedule, current allocations and other pertinent data to compose an equitable allocation strategy to allow the project to move forward without compromising the health, safety, sanitation and economic well being of the existing customers. Applications for public water to service existing single family homes with failed or compromised drinking water wells within the limits of the existing distribution system may be processed per the application requirements of the Kent County Water Authority regulations. Re-service from the low service gradient to high service gradient will not be considered during this managed allocation period. Application for review does not constitute a commitment of or to water service connection by the Authority. No new commitments for residential or commercial water connections will be considered for applications made outside the confines of the existing service area until further notice.

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This high service policy is in effect as of the date of approval. It applies to all proposed, new and expanded water service. This policy shall remain in effect until the overall supply situation is rectified by the augmentation of additional source water supply and transmission capabilities of the system. All other Kent County Water Authority Regulations remain in effect in conjunction with this temporary high service supply management policy.

EXHIBIT F

March 19, 2009

KENT COUNTY WATER AUTHORITY
REQUEST FOR BID
PRINTING AND MAILING SERVICES
BID OPENING – FEBRUARY 17, 2009

The Bid Opening for printing and mailing services was held at 10:00 a.m., February 17, 2009. Attendance was not a mandatory requirement to submit a Proposal. The Invitation was advertised in the Providence Journal on Monday, February 2, 2009.

The work consists of providing directly to the Kent County Water Authority all labor, materials and services necessary for the creative development, design, printing and mailing of the Kent County Water Authority annual Consumer Confidence Report in accordance with the requirements of the U.S. Environmental Protection Agency, Rhode Island Department of Health regulations and directions given by the Kent County Water Authority. The Kent County Water Authority anticipates production needs of 36,000 copies with a customer base mailing of approximately 27,000 copies. The design and printing contractor shall have a minimum of 5 years experience in design, printing and mailing services related to public relations media of this nature, along with the ability to complete the customer base mailing of both documents within the required timelines.

At 10:00 a.m. the Bid Opening began by John Duchesneau opening the submitted Bid listed below:

1. Graphic Image, 561 Boston Post Road, Milford, CT 06460-2635
Leigh Danenberg, P: 203-877-8787, F: 203-877-8237

Total Bid Amount for Item's 1, 2 and 3 - \$8,400.00
Examples were provided

There were no attendees at the Bid Opening; therefore, the Bid Opening meeting was closed at 10:05 a.m.

EXHIBIT G

March 19, 2009

KENT COUNTY WATER AUTHORITY
REQUEST FOR PROPOSAL
AUDITING SERVICES
RFP OPENING – MARCH 3, 2009

The RFP Opening for Auditing Services was held at 11:00 a.m., March 3, 2009. Attendance at the Pre-Proposal Conference was a mandatory requirement to submit a Proposal. The Invitation was advertised in the Providence Journal on Friday, February 13, 2009.

The work consists of providing directly to the Kent County Water Authority, through their agents and assigns, accountant auditing services for annual financial statement audit for the fiscal year ending June 30, 2009 of the individual funds used by Kent County Water Authority, included with that shall be the water protection fund reconciliation audit segment.

The RFP opening began by John Duchesneau opening the following Proposals:

1. **Braver PC**, Two Charles Street, Providence, RI 02904
James D. Wilkinson, Phone Number: 421-2710 (ext. 6709)

For years ending June 30, 2009, 2010 and 2011 at the following fees:

8 Copies Received

	\$30,820.00
Out of Pocket Expense:	<u>\$ 180.00</u>
Audit Fee Quote	\$31,000.00

Water Protection Reconciliation:	\$ 2,600.00
Bond Offering Documents	\$ 2,000.00

The RFP Opening was closed at 10:05 a.m.

EXHIBIT H

March 19, 2009

KENT COUNTY WATER AUTHORITY
REQUEST FOR PROPOSAL
RELATING TO BOND COUNSEL
PROPOSAL OPENING – MARCH 3, 2009

Proposal Opening relating to Bond Counsel was held at 10:00 a.m., March 3, 2009 per the requirements of the invitation advertised in the Providence Journal on Friday, February 13, 2009.

The work consists of providing directly to the Kent County Water Authority through their agents and assigns legal consultation as Bond Counsel. The lawyer or legal firm selected will coordinate all activities and be fully responsible for all general bond counsel duties. Work shall include but is not limited to, any and all bond/note or rate issues contemplated for a 12 month period for the Kent County Water Authority along with any and all direct testimony for rate filings for the Kent County Water Authority in front of the Rhode Island Public Utilities Commission. This will include testimony, pre-filed and direct, response to data request, assistance with any briefs or replies as required for bond documents or impending bond issuance and any and all assistance required.

At 10:00 a.m. the proposal opening began by John Duchesneau briefly describing what the RFP entailed followed by the opening of the submitted proposals listed below. Each fee proposal was verbally announced:

1. Hinckley Allen Snyder, LLP, 50 Kennedy Plaza, Suite 1500, Providence, RI 02903
8 copies received

Blended hourly rate of \$385 for professional time, with a cap on total fees per issuance of \$40,000. Out of pocket expenses will be billed separately. Should you require additional information or clarification of any kind, or to discuss alternative billing arrangements, Jeffrey Grybowski is available to respond to your questions.

2. Adler Pollock & Sheehan P.C., One Citizens Plaza, 8th Floor, Providence, RI 02903
8 copies received

AP & S customarily bills based upon hourly rates. AP & S is offering a discounted blended rate to the Kent County Water Authority for bond counsel services as follows: partners at \$325 per hour; associates at \$225 per hour, and paralegals at \$165 per hour. We certify that these rates are our lowest rates charged for bond counsel legal services. AP & S will also bill for reimbursement of any out-of-pocket expenses incurred in connection with the engagement. However, AP & S does not charge for routine office expenses such as inside copying or faxes.

3. Partridge Snow & Hahn LLP, 180 South Main Street, Providence, RI 02903
8 copies received

We propose to bill on an hourly basis. The current hourly rate for Mr. Benoit is \$375 per hour, and for Mr. Bernardo is \$295 per hour. Legal assistants generally are currently billed between \$90 and \$135 per hour. Hourly rates for other attorneys in the firm range from \$140 to \$375 per hour. Disbursements would be billed at cost. Because of our extensive experience we are able to work extremely efficiently. We are prepared to discuss alternative billing arrangements if the Authority so desires.

4. Edwards Angell Plamer & Dodge, LLP, One Financial Way, Providence, RI
8 copies received

Our fees are negotiable. We find that most clients prefer fixed fees rather than hourly rates so they can better control costs. We would propose to quote the Authority a flat fee at the beginning of a transaction based on the size and complexity of a transaction (see page 14 of proposal for more information).

We are amenable to negotiating any type of fee arrangement. Ordinarily, we would quote the Authority fees of \$20,000 to \$45,000 for each transaction depending on the size and structure of the issue (see page 14 of proposal for more information).

All out-of-pocket disbursements incurred by Edwards Angell Palmer & Dodge, LLP are the responsibility of the client (see page 14 of proposal for more information).

This proposer did not provide hourly rates as required in Section 8.9 of the Request for Proposal documents.

All proposals will be reviewed and submitted to the Board. The proposals were made available for review and the proposal opening meeting was closed at 10:15 a.m.

EXHIBIT I

March 19, 2009

KENT COUNTY WATER AUTHORITY
REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTING SERVICES FINAL DESIGN
PERMITTING AND ENGINEERING SERVICES DURING CONSTRUCTION FOR THE WATER
SYSTEM TRANSMISSION MAIN INSTALLATIONS

RFP OPENING – MARCH 11, 2009

The RFP Opening for Professional Consulting Services Final Design Permitting and Engineering Services During Construction for the Water System Transmission Main Installations was held at 10:00 a.m., March 11, 2009 per the requirements of the Proposal Invitation advertised in the Providence Journal on Monday, February 16, 2009. Attendance was a mandatory requirement to submit a Proposal.

The work consists of providing directly to the Kent County Water Authority, Professional Engineering Design Consultant services to prepare a Final Design, Prepare Specifications, Construction Documents, Permitting, Bidding and Engineering Services During Construction for Transmission Water Main Installations. The work is related to design of approximately 12,000 feet of 16 inch transmission main installations including, valves, air release manholes, water services, paving, and all water system appurtenances necessary to completely design for construction the transmission main infrastructure improvements contemplated in the areas of Coventry and West Greenwich Rhode Island. Engagement of the Construction Services identified in under this Request For Proposal shall be at the option of the Kent County Water Authority. The consulting firm or team shall be multi-disciplined. The selected consultant or team shall have the ability and demonstrate a minimum of five (5) years experience in the design of public potable water systems, water system engineering and water system construction services.

At 10:00 a.m. the proposal opening began by John Duchesneau briefly describing what the RFP entailed followed by the opening of the submitted proposals listed below. Each fee proposal was verbally announced:

1. **James J. Geremia & Associates, Inc.**, 272 West Exchange Street, Suite 201, Providence, RI
Richard Hencler, 401-454-7000

Not-to-Exceed Fee for Design: \$12,420.00
Not-to-Exceed Fee for Construction: \$69,150.00
8 Copies Received

2. **Lenard Engineering, Inc.**, 1078 Sturrs Road, Sturrs, CT 06268
Karina G. Quinn, Phone: 508-721-7600, Email: quinn@lenard.eng.com

Not-to-Exceed Fee for Design: \$50,729.00
Not-to-Exceed Fee for Construction: \$114,085.00
8 Copies Received

3. **C & E Engineering**, 342 Park Avenue, Woonsocket, RI
Thomas Nicholson, Phone: 401-762-1711

Not-to-Exceed Fee for Design: \$15,643.00
Not-to-Exceed Fee for Construction: \$58,020.00
8 Copies Received

The RFP Opening was closed at 10:05 a.m.

EXHIBIT J

March 19, 2009



Department of Health
Three Capitol Hill
Providence, RI 02908-5097
TTY: 711
www.health.ri.gov



March 2, 2009

Mr. Timothy J. Brown, P.E., General Manager/Chief Engineer
Kent County Water Authority
1072 Main Street
West Warwick, RI 02893

RE: Stage 2 Disinfectants and Disinfection Byproduct Rule (Stage 2 DBPR), Initial Distribution System Evaluation, Kent County Water Authority, PWSID: RI1559511

Dear Mr. Brown:

The Rhode Island Department of Health, Office of Drinking Water Quality (DWQ) has reviewed the Initial Distribution System Evaluation Report submitted by the Kent County Water Authority and received on November 10, 2008. **The Stage 2 TTHM and HAA5 monitoring sites are hereby approved.** The Report also serves as your Stage 2 DBPR TTHM and HAA5 Monitoring Plan.

You must conduct monitoring at each of the 8 monitoring locations starting in the second quarter of 2012. **Monitoring will be done during the 3rd weeks of February, May, August and November.** If you deviate from the approved plan for any reason, please include an explanation with your quarterly submission. During each sample event, you must collect a dual sample set at each location. One sample must be analyzed for TTHM and the other must be analyzed for HAA5. You must use EPA-approved methods for analysis of your TTHM and HAA5 samples and record your results on official DWQ reporting forms. Compliance will be based on locational running annual averages at each of the eight sites.

Note that you will continue to monitor in accordance with your Stage 1 Monitoring Plan until the first quarter of 2012, with DBP compliance based on the running annual average of all sites. The Stage 2 DBPR does **not** change the requirements for chlorine residual monitoring or compliance levels.

Information on this rule can be viewed by visiting the Stage 2 DBPR website at www.epa.gov/safewater/disinfection/stage2. These requirements will soon be incorporated into the RI Rules and Regulations Pertaining to Drinking Water. Feel free to contact me at 222-7775 to discuss the Stage 2 DBPR further.

Sincerely,

A handwritten signature in black ink that reads "Susan H. Rabideau".

Susan H. Rabideau, P.E.
Principal Sanitary Engineer, Office of Drinking Water Quality

Attachment: Stage 2 DBPR ProvWater CDS Memo



Rhode Island Department of Health
Office of Drinking Water Quality
Three Capitol Hill
Providence, RI 02908-5097
www.health.ri.gov

To: Providence Water Supply "Combined Distribution Systems"
From: Susan Rabideau, PE, Principal Sanitary Engineer
Date: March 2, 2009
Re: Reminders regarding Stage 2 DBPR Monitoring

Disinfection Byproducts (TTHMs and HAA5s):

1. TTHM and HAA5 samples should be representative of the distribution system. Develop Standard Operating Procedures for each sample site to insure that the service line has been flushed.
2. DWQ has decided that there is benefit to having all systems in a combined distribution system (CDS) conduct their Stage 2 DBP sampling on the same schedule. We have reviewed the data for all systems in the Providence CDS and the "peak month" based on all IDSE data was September. However, there was very little data collected in August. After considering that September is the last month of the quarter (reports will be due by October 10th), and that DBP samples can be held for up to two weeks before being analyzed, we have set the third week of August as the "peak sampling period". This schedule should provide relatively equal results *and* sufficient time for reporting.

Chlorine residual levels in the distribution system:

1. If you are not doing so already, you must begin reporting the chlorine residual levels in your distribution system. The DWQ standard reporting form is titled "Table 9:" The MRDL is 4.0 mg/l and is based on an annual average of the chlorine residuals at your TCR sites. You are required to report the number of samples that were analyzed each month and the monthly average of results. Since the rule requires that you test the Cl residual at all TCR sites, the "number of samples" reported on Table 9 should be equal to the total samples reported on Table 3 (Disinfectant Residual Data for Filtered Systems). Note that Table 9 (and all Stage 1 and 2 DBPR Reporting Forms) should be submitted QUARTERLY.

2. Running Annual Averages: A running annual Average (RAA) is the average of results for the previous 12 months. Since these are reported quarterly, each report will include new data for the most recent 3 months while dropping 3 months of data for the oldest quarter. DO NOT start a new RAA at the beginning of each year. During the first year of sampling, enter "0s" for the future quarters in order to calculate the RAA.

3. While the chlorine residual reporting forms only require you to report the monthly averages, you will need to report the highest and lowest values when preparing your CCR. Therefore, it is advised that you keep your Cl residual logs in a file with your DBPR reporting, so that you will have it handy when preparing your CCR.

EXHIBIT K

March 19, 2009

tbrown@kentcountywater.org

From: Sue Audette [saudette@summitfinancialcorp.com]
Sent: Tuesday, March 10, 2009 4:12 PM
To: tbrown@kentcountywater.org
Subject: 415 limits plan amendment
Attachments: 415 Amend Board Res Govt Plans.doc; 415 Amendment.doc; 415 Amend SMM.doc

Tim, attached is an amendment conforming the Kent County Water Authority Pension Plan to the requirements of the updated Internal Revenue Code Section 415 regulations. These final rules are generally effective for limitation years beginning on or after July 1, 2007, or January 1, 2008 for your plan.

Internal Revenue Code Section 415 provides limitations on the overall maximum benefits allowed to accrue and be paid under a defined benefit plan. The regulations provide guidance with respect to the statutory maximum benefit a Participant can accrue or receive from the Plan. Generally, the Participant's annual benefit from the Plan cannot exceed the greater of:

1. \$195,000 for 2009, adjusted annually for inflation; or
2. 100% of the Participant's high three year average earnings.

As mention above, this amendment only deals with the maximum benefit allowed to accrue or be paid from the Plan and does not change the benefit formula or any other Plan provision in any way. **The amendment is a regulatory necessity and only needs to be signed and put into your document folder.**

For a single employer governmental plan, this amendment must be adopted by the later of: the due date, including extensions, for filing a Corporation's income tax return for the January 1, 2008 through December 31, 2008 tax year; or the last day of the next legislative session held following the effective date of the regulations.

Also included is the Board Vote to adopt the amendment and a Summary of Material Modifications (SMM) for distribution to Plan Participants.

As I was completing this amendment, I noted in the Summary Plan Description it stated that the plan document was updated and restated as of January 1, 2002. The only document we have in our files and the one we have been using to administer the plan is one that was effective and current through January 1, 1976. Please send us a copy of the most current plan restatement and any subsequent amendments.

If you have any questions, please call me 781-761-1653 or email me at saudette@summitfinancialcorp.com.

Sue

COPY SENT TO	
BOARD MEMBERS	3/11/09
CHAIRMAN	
LEGAL COUNSEL	

3/11/2009

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Kent County Water Authority (the Employer) hereby certifies that the following resolutions were duly adopted by Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof;

WHEREAS, the Employer is a Governmental Agency and, therefore, its pension plan is not subject to ERISA. For ease of adopting this plan amendment to comply with the changes to the requirements pertaining to Internal Revenue Code Section 415, the Employer is utilizing a standard defined benefit plan amendment; however, the references to ERISA are in no way intended to subject this Plan to ERISA rules. As a Governmental Agency, the plan can not be subject to ERISA and all references to ERISA, and to any and all provisions in this amendment that are not required to be included in a plan of a Governmental Agency, are to be ignored.

RESOLVED, the Amendment to the Kent County Water Authority Pension Plan (the Amendment) generally effective for Limitation Years beginning on or after July 1, 2007, is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date:

Signed:

[print name/title]

**AMENDMENT FOR
FINAL 415 REGULATIONS, PENSION FUNDING EQUITY ACT
AND FINAL 411 REGULATIONS**

**ARTICLE I
PREAMBLE**

- 1.1 **Effective date of Amendment.** This Amendment is effective as indicated herein for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates the final Code Section 415 Regulations provisions).
- 1.5 **Adoption by prototype sponsor.** Except as otherwise provided herein, pursuant to the provisions of the Plan and Section 5.01 of Revenue Procedure 2005-16, the sponsor hereby adopts this Amendment on behalf of all adopting employers.

**ARTICLE II
EMPLOYER ELECTIONS**

The Employer only needs to complete the questions in this Article II in order to override the default provisions set forth below. If the Plan will use all of the default provisions, then the questions in this Article II should be skipped and the Employer does not need to execute this amendment.

Default Provisions. Unless the Employer elects otherwise in this Article, the following defaults will apply:

- a. The transition rule of Section 101(d)(3) of the Pension Funding Equity Act (PFEA), as described in IRS Notice 2004-78), will not be used.
 - b. The "Defined Benefit Compensation Limitation" is adjusted after a Participant has a "Severance from Employment." The "Defined Benefit Dollar Limitation" is not adjusted after a Participant has a "Severance from Employment."
 - c. The provisions of the Plan setting forth the definition of compensation for purposes of Code Section 415 (hereinafter referred to as "415 Compensation"), as well as compensation for purposes of determining highly compensated employees pursuant to Code Section 414(q) and for top-heavy purposes under Code Section 416 (including the determination of key employees), is modified by (1) including payments for unused sick, vacation or other leave, (2) including payments from nonqualified unfunded deferred compensation plans, (3) excluding salary continuation payments for participants on military service, and (4) excluding salary continuation payments for disabled participants.
 - d. The "first few weeks rule" does not apply for purposes of 415 Compensation (Amendment Section 3.3).
 - e. The provision of the Plan setting forth the definition of compensation for benefit purposes (hereinafter referred to as "Plan Compensation") is modified to provide for the same adjustments to Plan Compensation that are made to 415 Compensation pursuant to this Amendment.
- 2.1 **415 Compensation and Plan Compensation.** In lieu of the default provisions above, the following apply: (select all that apply; if no selections are made, then the defaults apply)
- 415 Compensation.** (select all that apply):
- a. Exclude leave cashouts (Section 3.2(b))
 - b. Exclude deferred compensation (Section 3.2(c))
 - c. Include military continuation payments (Section 3.2(d))
 - d. Include disability continuation payments (Section 3.2(e)):
 1. For Nonhighly Compensated Employees only
 2. For all participants and the salary continuation will continue for the following fixed or determinable period: _____
 - e. Apply the administrative delay ("first few weeks") rule (Section 3.3)

Plan Compensation. (select f. or all that apply in g. – m.):

f. No change from existing Plan provisions

OR

g. Exclude all post-severance compensation

h. Exclude post-severance regular pay

i. Exclude leave cashouts

j. Exclude deferred compensation

k. Include military continuation payments

l. Include disability continuation payments:

1. For Nonhighly Compensated Employees only

2. For all participants and the salary continuation will continue for the following fixed or determinable period:

m. Other _____ (describe)

Special Effective Date. The definition of Plan Compensation is modified as set forth herein effective as of the same date as the 415 Compensation change is effective unless otherwise specified:

_____ (enter the effective date).

2.2 **PFEA Transition rule.** The transition rule of Section 101(d)(3) of the Pension Funding Equity Act (PFEA), as described in IRS Notice 2004-78, sets out a transition period during which a plan is permitted to pay a benefit subject to Code Section 417(e)(3) in an amount that would be higher than what is otherwise permitted under Code Section 415. This higher amount is the lesser of the transition amount as calculated and the benefit calculated under the terms of the plan reflecting the limitations of Code Section 415 disregarding the enactment of PFEA. The transition rule will not apply unless selected below.

The transition rule applies, which sets the 2003 Code Section 415 limit calculation as a minimum Code Section 415 limit applicable to the 2004 Plan Year.

2.3 **Adjustment to compensation limitation after date of severance.** In the case of a Participant who has had a "Severance from Employment" with the Employer, the "Defined Benefit Compensation Limitation" applicable to the Participant in any "Limitation Year" beginning after the date of severance **shall** be automatically adjusted under Code Section 415(d) unless otherwise elected below.

The "Defined Benefit Compensation Limitation" shall not be automatically adjusted.

2.4 **Adjustment to dollar limit after date of severance.** In the case of a Participant who has had a "Severance from Employment" with the Employer, the "Defined Benefit Dollar Limitation" applicable to the Participant in any "Limitation Year" beginning after the date of severance shall **not** be automatically adjusted under Code Section 415(d) unless otherwise elected below.

The "Defined Benefit Dollar Limitation" shall be automatically adjusted.

ARTICLE III 415 COMPENSATION

3.1 **Effective date.** The provisions of this Article III shall apply to "Limitation Years" beginning on and after July 1, 2007.

3.2 **415 Compensation paid after "Severance from Employment."** 415 Compensation shall be adjusted, as set forth herein and as otherwise elected in Article II, for the following types of compensation paid after a Participant's "Severance from Employment" with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code Section 414(b), (c), (m) or (o)). However, amounts described in subsections (a), (b) and (c) below may only be included in 415 Compensation to the extent such amounts are paid by the later of 2 1/2 months after "severance from Employment" or by the end of the "Limitation Year" that includes the date of such "Severance from Employment." Any other payment of compensation paid after "Severance from Employment" that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Code Section 415(c)(3), even if payment is made within the time period specified above.

(a) **Regular pay.** 415 Compensation shall include regular pay after "Severance from Employment" if:

(1) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) The payment would have been paid to the Participant prior to a "Severance from Employment" if the Participant had continued in employment with the Employer.

(b) **Leave cashouts.** Leave cashouts shall be included in 415 Compensation, unless otherwise elected in Section 2.1 of this Amendment, if those amounts would have been included in the definition of 415 Compensation if they were paid prior

to the Participant's "Severance from Employment," and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

- (c) **Deferred Compensation.** Unless otherwise elected in Section 2.1 of this Amendment, 415 Compensation will include deferred compensation if the compensation would have been included in the definition of 415 Compensation if it had been paid prior to the Participant's "Severance from Employment," and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.
- (d) **Salary continuation payments for military service Participants.** 415 Compensation does not include, unless otherwise elected in Section 2.1 of this Amendment, payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.
- (e) **Salary continuation payments for disabled Participants.** Unless otherwise elected in Section 2.1 of this Amendment, 415 Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)). If elected, this provision shall apply to either just non-highly compensated Participants or to all Participants for the period specified in Section 2.1 of this Amendment.

3.3 **Administrative delay ("the first few weeks") rule.** 415 Compensation for a "Limitation Year" shall not include, unless otherwise elected in Section 2.1 of this Amendment, amounts earned but not paid during the "Limitation Year" solely because of the timing of pay periods and pay dates. However, if elected in Section 2.1 of this Amendment, 415 Compensation for a "Limitation Year" shall include amounts earned but not paid during the "Limitation Year" solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next "Limitation Year," the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants, and no compensation is included in more than one "Limitation Year."

3.4 **Inclusion of certain nonqualified deferred compensation amounts.** If the Plan's definition of Compensation for purposes of Code Section 415 is the definition in Regulations Section 1.415(c)-2(b) (Regulations Section 1.415-2(d)(2) under the Regulations in effect for "Limitation Years" beginning prior to July 1, 2007) and the simplified compensation definition of Regulations Section 1.415(c)-2(d)(2) (Regulations Section 1.415-2(d)(10) under the Regulations in effect for "Limitation Years" prior to July 1, 2007) is not used, then 415 Compensation shall include amounts that are includible in the gross income of a Participant under the rules of Code Section 409A or Code Section 457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 wages or wages for withholding purposes, then these amounts are already included in Compensation.]

3.5 **Back Pay.** Payments awarded by an administrative agency or court or pursuant to a bona fide agreement by an Employer to compensate an Employee for lost wages are 415 Compensation for the "Limitation Year" to which the back pay relates, but only to the extent such payments represent wages and compensation that would otherwise be included in 415 Compensation under this Article.

3.6 **Change of "Limitation Year."** The "Limitation Year" may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's "Limitation Year," then the Plan is treated as if the Plan had been amended to change its "Limitation Year."

ARTICLE IV PLAN COMPENSATION

4.1 **Compensation paid after "Severance from Employment."** Compensation for purposes of benefits (hereinafter referred to as Plan Compensation) shall be adjusted, unless otherwise elected in Amendment Section 2.1, in the same manner as 415 Compensation pursuant to Article III of this Amendment if those amounts would have been included in Compensation if they were paid prior to the Participant's "Severance from Employment," except in applying Article III, the term "Limitation Year" shall be replaced with the term "Plan Year" and the term "415 Compensation" shall be replaced with the term "Plan Compensation."

4.2 **Effective date of Plan Compensation provisions.** The provisions of this Article shall apply for Plan Years beginning on and after July 1, 2007, unless another effective date is specified in Section 2.1 of this Amendment.

ARTICLE V FINAL SECTION 411 REGULATIONS

No amendment to the plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. For purposes of this paragraph, a plan amendment that has the effect of (1) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (2) eliminating an optional form of

benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing accrued benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. Notwithstanding the preceding sentences, a Participant's Accrued Benefit, early retirement benefit, retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted under Code Section 412(c)(8) (for Plan Years beginning on or before December 31, 2007) or Code Section 412(d)(2) (for Plan Years beginning after December 31, 2007), or to the extent permitted under Regulations Sections 1.411(d)-3 and 1.411(d)-4. For purposes of this paragraph, a retirement-type subsidy is the excess, if any, of the actuarial present value of a retirement-type benefit over the actuarial present value of the Accrued Benefit commencing at Normal Retirement Age or at actual commencement date, if later, with both such actuarial present values determined as of the date the retirement-type benefit commences.

ARTICLE VI CODE SECTION 415 LIMITATIONS

6.1 Annual Benefit.

- (a) **Effective date.** The limitations of this Article apply in "Limitation Years" beginning on or after July 1, 2007, except as otherwise provided herein.
- (b) **"Annual Benefit."** The "Annual Benefit" otherwise payable to a Participant under the Plan at any time shall not exceed the "Maximum Permissible Benefit." If the benefit the Participant would otherwise accrue in a "Limitation Year" would produce an "Annual Benefit" in excess of the "Maximum Permissible Benefit," then the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the "Maximum Permissible Benefit."
- (c) **Adjustment if in two defined benefit plans.** If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer or a "Predecessor Employer," the sum of the Participant's "Annual Benefits" from all such plans may not exceed the "Maximum Permissible Benefit." Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the "Maximum Permissible Benefit" applicable at that age, the Employer shall limit a Participant's benefit in accordance with the terms of the Plans.
- (d) **Grandfather of limits prior to July 1, 2007.** The application of the provisions of this Article shall not cause the "Maximum Permissible Benefit" for any Participant to be less than the Participant's Accrued Benefit under all the defined benefit plans of the Employer or a "Predecessor Employer" as of the end of the last "Limitation Year" beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, Regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last "Limitation Year" beginning before July 1, 2007, as described in Regulations Section 1.415(a)-1(g)(4).
- (e) **Other rules applicable.** The limitations of this Article shall be determined and applied taking into account the rules in Amendment Section 6.3.

6.2 Definitions. For purposes of this Amendment, the following definitions apply.

- (a) **Annual Benefit.** "Annual Benefit" means a benefit that is payable annually in the form of a "Straight Life Annuity." Except as provided below, where a benefit is payable in a form other than a "Straight Life Annuity," the benefit shall be adjusted to an actuarially equivalent "Straight Life Annuity" that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one Annuity Starting Date, the "Annual Benefit" shall be determined as of each such Annuity Starting Date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new Annuity Starting Date has occurred shall be made without regard to Regulations Section 1.401(a)-20, Q&A 10(d), and with regard to Regulations Section 1.415(b)1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any "Limitation Year" shall not exceed the limits of this Article applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the "Annual Benefit" shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant

Regulations Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to Employee contributions or rollover contributions.

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a "Straight Life Annuity" shall be made in accordance with (1) or (2) below.

(1) **Benefit forms not subject to Code Section 417(e)(3).** The "Straight Life Annuity" that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection (1) if the form of the Participant's benefit is either (a) a nondecreasing annuity (other than a "Straight Life Annuity") payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (b) an annuity that decreases during the life of the Participant merely because of (1) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (2) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

(i) **"Limitation Years" beginning before July 1, 2007.** For "Limitation Years" beginning before July 1, 2007, the actuarially equivalent "Straight Life Annuity" is equal to the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (II) 5% interest rate assumption and the applicable mortality table defined in the Plan for that Annuity Starting Date.

(ii) **"Limitation Years" beginning on or after July 1, 2007.** For "Limitation Years" beginning on or after July 1, 2007, the actuarially equivalent "Straight Life Annuity" is equal to the greater of (I) the annual amount of the "Straight Life Annuity" (if any) payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and (II) the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5% interest rate assumption and the applicable mortality table defined in the Plan for that Annuity Starting Date.

(2) **Benefit Forms Subject to Code Section 417(e)(3).** The "Straight Life Annuity" that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Amendment Section 6.2(a)(1) above. In this case, the actuarially equivalent "Straight Life Annuity" shall be determined as follows:

(i) **Annuity Starting Date in Plan Years Beginning After 2005.** If the Annuity Starting Date of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent "Straight Life Annuity" is equal to the greatest of (I) the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; (II) the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in the Plan; and (III) the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and applicable mortality table defined in the Plan, divided by 1.05.

(ii) **Annuity Starting Date in Plan Years Beginning in 2004 or 2005.** If the Annuity Starting Date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, except as provided in the transition rule of (iii) below (if elected), the actuarially equivalent "Straight Life Annuity" is equal to the annual amount of the "Straight Life Annuity" commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (II) a 5.5% interest rate assumption and the applicable mortality table defined in the Plan.

(iii) **Transition rule.** If the transitional rule is elected in Amendment Section 2.2, then if the Annuity Starting Date of the Participant's benefit is on or after the first day of the first Plan Year beginning in 2004 and before December 31, 2004, the application of this Amendment Section 6.2(a)(ii) shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this Article, except that the actuarially equivalent "Straight Life Annuity" is equal to the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; (II) the applicable interest rate and applicable mortality table defined in the Plan; and (III) the applicable interest rate defined in the Plan

(as in effect on the last day of the last Plan Year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the applicable mortality table defined in the Plan.

(b) **Defined Benefit Compensation Limitation.** "Defined Benefit Compensation Limitation" means 100% of a Participant's "High Three-Year Average Compensation," payable in the form of a "Straight Life Annuity." Unless otherwise elected by the Employer in Amendment Section 2.3, in the case of a Participant who has had a "Severance from Employment" with the Employer, the "Defined Benefit Compensation Limitation" applicable to the Participant in any "Limitation Year" beginning after the date of severance shall be automatically adjusted by multiplying the limitation applicable to the Participant in the prior "Limitation Year" by the annual adjustment factor under Code Section 415(d) that is published in the Internal Revenue Bulletin. The adjusted compensation limit shall apply to "Limitation Years" ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

In the case of a Participant who is rehired after a "Severance from Employment," the "Defined Benefit Compensation Limitation" is the greater of 100% of the Participant's "High Three-Year Average Compensation," as determined prior to the "Severance from Employment," as adjusted pursuant to the preceding paragraph, if applicable; or 100% of the Participant's "High Three-Year Average Compensation," as determined after the "Severance from Employment."

(c) **Defined Benefit Dollar Limitation.** "Defined Benefit Dollar Limitation" means, effective for "Limitation Years" ending after December 31, 2001, \$160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a "Straight Life Annuity." The new limitation shall apply to "Limitation Years" ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. If elected by the Employer in Amendment Section 2.4, the automatic annual adjustment of the "Defined Benefit Dollar Limitation" under Code 415(d) shall apply to Participants who have had a separation from employment.

(d) **Employer.** "Employer" means, for purposes of this Article, the Employer that has adopted the Plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

(e) **Formerly Affiliated Plan of the Employer.** "Formerly Affiliated Plan of the Employer" means a plan that, immediately prior to the cessation of affiliation, was actually maintained by the Employer and, immediately after the cessation of affiliation, is not actually maintained by the Employer. For this purpose, "cessation of affiliation" means the event that (i) causes an entity to no longer be considered the Employer, such as the sale of a member of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or (ii) causes a plan to not actually be maintained by the Employer, such as transfer of plan sponsorship outside a controlled group.

(f) **High Three-Year Average Compensation.** "High Three-Year Average Compensation" means the average 415 Compensation for the three consecutive Years of Service (or, if the Participant has less than three consecutive Years of Service, the Participant's longest consecutive period of service, including fractions of years, but not less than one year) with the Employer that produces the highest average. A Participant's 415 Compensation for a Year of Service shall not include 415 Compensation in excess of the limitation under Code Section 401(a)(17) that is in effect for the calendar year in which such Year of Service begins. For purposes of this definition, a Year of Service with the Employer is the 12-consecutive month period defined in the Plan which is used to determine 415 Compensation under the Plan.

In the case of a Participant who is rehired by the Employer after a "Severance from Employment," the Participant's "High Three-Year Average Compensation" shall be calculated by excluding all years for which the Participant performs no services for and receives no 415 Compensation from the Employer (the break period) and by treating the years immediately preceding and following the break period as consecutive.

(g) **Limitation Year.** "Limitation Year" means the period specified in the Plan that is used to apply the Code Section 415 limitations.

(h) **Maximum Permissible Benefit.** "Maximum Permissible Benefit" means the lesser of the "Defined Benefit Dollar Limitation" or the "Defined Benefit Compensation Limitation" (both adjusted where required, as provided below).

(1) **Adjustment for Less Than 10 Years of Participation or Service:** If the Participant has less than 10 years of participation in the Plan, the "Defined Benefit Dollar Limitation" shall be multiplied by a fraction -- (i) the numerator of which is the number of "Years of Participation" in the Plan (or part thereof, but not less than one year), and (ii) the denominator of which is ten (10). In the case of a Participant who has less than ten Years of Service with the Employer, the "Defined Benefit Compensation Limitation" shall be multiplied by a fraction -- (i) the numerator of which is the number of "Years of Service" with the Employer (or part thereof, but not less than one year), and (ii) the denominator of which is ten (10).

(2) **Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement Before Age 62 or after Age**

65: Effective for benefits commencing in "Limitation Years" ending after December 31, 2001, the "Defined Benefit Dollar Limitation" shall be adjusted if the Annuity Starting Date of the Participant's benefit is before age 62 or after age 65. If the Annuity Starting Date is before age 62, the "Defined Benefit Dollar Limitation" shall be adjusted under section 6.2(h)(2)(i), as modified by Amendment Section 6.2(h)(2)(iii). If the Annuity Starting Date is after age 65, the "Defined Benefit Dollar Limitation" shall be adjusted under Amendment Section 6.2(h)(2)(ii), as modified by Amendment Section 6.2(h)(2)(iii).

(i) Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement Before Age 62:

(I) "Limitation Years" Beginning Before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning before July 1, 2007, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in the Plan; or (2) a five-percent (5%) interest rate assumption and the applicable mortality table as defined in the Plan.

(II) "Limitation Years" Beginning on or After July 1, 2007.

(A) Plan Does Not Have Immediately Commencing "Straight Life Annuity" Payable at both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan does not have an immediately commencing "Straight Life Annuity" payable at both age 62 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five-percent (5%) interest rate assumption and the applicable mortality table for the Annuity Starting Date as defined in the Plan (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).

(B) Plan Has Immediately Commencing "Straight Life Annuity" Payable at both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan has an immediately commencing "Straight Life Annuity" payable at both age 62 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the lesser of the limitation determined under Amendment Section 6.2(h)(2)(i)(II)(A) and the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing "Straight Life Annuity" under the Plan at the Participant's Annuity Starting Date to the annual amount of the immediately commencing "Straight Life Annuity" under the Plan at age 62, both determined without applying the limitations of this article.

(ii) Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement After Age 65:

(I) "Limitation Years" Beginning Before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in the Plan; or (2) a five-percent (5%) interest rate assumption and the applicable mortality table as defined in the Plan.

(II) "Limitation Years" Beginning Before July 1, 2007.

(A) Plan Does Not Have Immediately Commencing "Straight Life Annuity"

Payable at both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan does not have an immediately commencing "Straight Life Annuity" payable at both age 65 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" at the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than 10, if required), with actuarial equivalence computed using a 5% interest rate assumption and the applicable mortality table for that Annuity Starting Date as defined in the Plan (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).

(B) Plan Has Immediately Commencing "Straight Life Annuity" Payable at both Age 65 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the plan has an immediately commencing "Straight Life Annuity" payable at both age 65 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" at the Participant's Annuity Starting Date is the lesser of the limitation determined under Amendment Section 6.2(h)(2)(ii)(II)(A) and the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing "Straight Life Annuity" under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing "Straight Life Annuity" under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing "Straight Life Annuity" under the Plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing "Straight Life Annuity" under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this Amendment Section 6.2(h)(2), no adjustment shall be made to the "Defined Benefit Dollar Limitation" to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

(3) Minimum benefit permitted: Notwithstanding anything else in this Section to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the "Maximum Permissible Benefit" if:

(i) the retirement benefits payable for a "Limitation Year" under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer do not exceed \$10,000 multiplied by a fraction – (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed ten (10)) with the Employer, and (II) the denominator of which is ten (10); and

(ii) the Employer (or a "Predecessor Employer") has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory Employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for post-retirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).

(i) **Predecessor Employer.** "Predecessor Employer" means, with respect to a Participant, a former employer of such Participant if the Employer maintains a Plan that provides a benefit which the Participant accrued while performing services for the former employer. A former entity that antedates the Employer is also a "Predecessor Employer" with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity. For this purpose, the formerly affiliated plan rules in Regulations Section 1.415(f)-1(b)(2) apply as if the Employer and "Predecessor Employer" constituted a single employer under the rules described in Regulations Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Regulations Section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the

event that gives rise to the "Predecessor Employer" relationship, such as a transfer of benefits or plan sponsorship.

(j) **Severance from Employment.** "Severance from Employment" means, with respect to any individual, cessation from being an Employee of the Employer maintaining the Plan. An Employee does not have a "Severance from Employment" if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee.

(k) **Straight Life Annuity.** "Straight Life Annuity" means an annuity payable in equal installments for the life of a Participant that terminates upon the Participant's death.

(l) **Year of Participation.** "Year of Participation" means, with respect to a Participant, each accrual computation period (computed to fractional parts of a year) for which the following conditions are met: (1) the Participant is credited with at least the number of Hours of Service (or Period of Service if the Elapsed Time Method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a "Year of Participation" credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a "Year of Participation" with respect to that period.

In addition, for a Participant to receive a "Year of Participation" (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one "Year of Participation" be credited for any 12-month period.

(m) **Year of Service.** "Year of Service" means, for purposes of Amendment Section 6.2(f), each accrual computation period (computed to fractional parts of a year) for which a Participant is credited with at least the number of Hours of Service (or Period of Service if the Elapsed Time Method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, taking into account only service with the Employer or a "Predecessor Employer."

6.3 Other rules.

(a) **Benefits under terminated plans.** If a defined benefit plan maintained by the Employer has terminated with sufficient assets for the payment of benefit liabilities of all plan participants and a Participant in the plan has not yet commenced benefits under the plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible Annuity Starting Date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

(b) **Benefits transferred from the Plan.** If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant Regulations Section 1.411(d)-4, Q&A-3(c), then the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan that is not maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant to Regulations Section 1.411(d)-4, Q&A-3(c), then the transferred benefits are treated by the Employer's Plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the plan. If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to Regulations Section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.

(c) **Formerly affiliated plans of the Employer.** A "Formerly Affiliated Plan of an Employer" shall be treated as a plan maintained by the Employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

(d) **Plans of a "Predecessor Employer."** If the Employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a "Predecessor Employer," then the Participant's benefits under a plan maintained by the "Predecessor Employer" shall be treated as provided under a plan maintained by the Employer. However, for this purpose, the plan of the "Predecessor Employer" shall be treated as if it had terminated immediately prior to the event giving rise to the "Predecessor Employer" relationship with sufficient assets to pay Participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Employer and the "Predecessor Employer" shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provided under the plan of the "Predecessor Employer."

(e) **Special rules.** The limitations of this Article shall be determined and applied taking into account the rules in Regulations Section 1.415(f)-1(d), (e) and (h).

(f) **Aggregation with Multiemployer Plans.**

(1) If the Employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the Employer shall be treated as benefits provided under a plan maintained by the Employer for purposes of this Article.

(2) Effective for "Limitation Years" ending after December 31, 2001, a multiemployer plan shall be disregarded for purposes of applying the compensation limitation of Amendment Sections 6.2(b) and 6.2(h)(1) to a plan which is not a multiemployer plan.

This amendment has been executed this _____ day of _____, 2009

Name of Plan: Kent County Water Authority Pension Plan

Name of Employer: Kent County Water Authority
EMPLOYER

Name of Participating Employer: Kent County Water Authority

By: _____
PARTICIPATING EMPLOYER

SUMMARY OF MATERIAL MODIFICATIONS

for the

Kent County Water Authority Pension Plan
(Name of Plan)

(1) **General.** This is a Summary of Material Modifications regarding the Kent County Water Authority Pension Plan ("Plan"). This Summary of Material Modifications supplements and amends the Summary Plan Description previously provided to you. You should retain this document with your copy of the SPD.

(2) **Identification of Employer.** The legal name, address and Federal Employer identification number of the Employer are:

Kent County Water Authority

EIN: 05-6000634

1072 Main Street

West Warwick, RI 02893-0192

(3) **Description of Modifications.** In determining maximum benefits that may be paid under the Internal Revenue Code, Compensation in excess of \$230,000 (as adjusted for future cost-of-living adjustments) may not be taken into account.

EXHIBIT L

March 19, 2009

KENT COUNTY WATER AUTHORITY



Identity Theft Prevention Program

Approval

March 19, 2009

This Program is intended to identify red flags that will alert Kent County Water Authority employees when new or existing accounts are opened using false information, protect against the establishment of false accounts, methods to ensure existing accounts were not opened using false information, and measures to respond to such events.

Contact Information:

Timothy Brown
General Manager
401-821-9300

Risk Assessment

The Kent County Water Authority has conducted an internal risk assessment to evaluate how at risk the current procedures are at allowing customers to create a fraudulent account and evaluate if current accounts are being manipulated. This risk assessment evaluated how new accounts were opened and the methods used to access the account information. Using this information the utility was able to identify red flags that were appropriate to prevent identify theft.

- New accounts opened in Person
- New accounts opened via Telephone
- Account information accessed in Person
- Account information accessed via Telephone (Person)

Detection

The Kent County Water Authority adopts the following red flags to detect potential fraud. These are not intended to be all-inclusive and other suspicious activity may be investigated as necessary.

- Identification documents appear to be altered
- Photo and physical description do not match appearance of applicant
- Other information is inconsistent with information provided by applicant
- Other information provided by applicant is inconsistent with information on file
- Application appears altered or destroyed and reassembled
- Customer fails to provide all information requested
- Personal information provided is inconsistent with information on file for a customer
- Identify theft is reported or discovered

Response

Any employee that may suspect fraud or detect a red flag will implement the following response as applicable. All detections or suspicious red flags shall be reported to the General Manager.

- Ask applicant for additional documentation
- Notify General Manager: Any utility employee who becomes aware of a suspected or actual fraudulent use of a customer or potential customers identity
- Notify law enforcement: The utility will notify the local Police Department of any attempted or actual identity theft
- Do not open the account

Personal Information Security Procedures:

The Kent County Water Authority adopts the following security procedures:

1. Visitors who must enter areas where sensitive files are kept must be escorted by an employee of the utility.
2. No visitor will be given any entry codes or allowed unescorted access to the office.
3. Access to sensitive information will be controlled using passwords. Passwords will be changed at random at least yearly.
4. Passwords will not be shared or posted near workstations.
5. Sensitive consumer data will not be stored on any computer with an Internet connection.
6. Anti-virus and anti-spyware programs will be run on individual computers and on servers daily.
7. Computer passwords will be required.
8. User names and passwords will be different.
9. Passwords will not be shared or posted near workstations.
10. Laptops are stored in a secure place.
11. Access to customer's personal identity information is limited to employees with a "need to know."
12. Employees are required to notify the General Manager immediately if there is a potential security breach, such as a lost or stolen laptop.
13. Employees who violate security policy are subjected to discipline, up to, and including, dismissal.
14. Paper records will be shredded before being laced into the trash.
15. Any data storage media will be disposed of by shredding, punching holes in, or incineration.

Yearly Reporting

A report will be prepared annually on the effectiveness of the policies and procedures, the oversight and effectiveness of any third party billing and account establishment entities, a summary of any identify theft incidents and the response to the incident, and recommendations for substantial changes to the program, if any.

Identity Theft Prevention Program Review and Approval

This plan has been reviewed and adopted by the Board of the Kent County Water Authority on March 19, 2009.

EXHIBIT M

March 19, 2009



March 11, 2009

Mr. Timothy Brown, P.E.
General Manager
Kent County Water Authority
1072 Main Street
West Warwick, RI 02893

Rate Consulting Services Extension

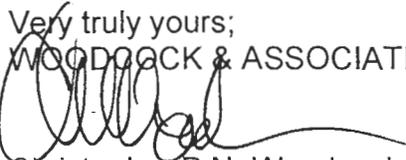
Dear Mr. Brown:

By letter dated March 23, 2007, the Authority awarded a contract to Woodcock & Associates, Inc. to provide rate consulting services. The agreement may be extended for two additional years with both parties agreement. The agreement was extended for a second year by letter dated July 16, 2008. In order to assure that we are able to continue assisting the Authority through the current PUC appeal, an expected rate filing by Providence Water and any additional work assignments, we are asking that the Board agree to extend our agreement for a third year.

We propose to provide these services under the same conditions as the original agreement.

To confirm this engagement, please sign one copy of this letter and return it to us.

Very truly yours;
WOODCOCK & ASSOCIATES, INC.



Christopher P.N. Woodcock
President

Approved by:
KENT COUNTY WATER AUTHORITY



EXHIBIT N

March 19, 2009

Memorandum

Date: March 11, 2009

To: Timothy Brown, P.E. General Manager/Chief Engineer

From: Thomas B. Nicholson, P.E.

Subject: East Greenwich Well Manganese Treatment System Preliminary Design

Project No. J0822

The following is a progress update on the project to prepare a preliminary design for a manganese treatment system for the East Greenwich Well. This project was initially awarded to C&E under the pretext that the proposed treatment technology for the Mishnock Well Field would be adapted to the East Greenwich Well in an effort to reduce manganese levels to below secondary water treatment standards (i.e. 0.05 mg/l). The technology was submerged low pressure membrane technology by GE Zenon. Upon initial assessment, it was determined that significant raw water quality differences existed between the Mishnock Well Field which had manganese levels as high as 3.6 mg/l as opposed to the East Greenwich Well which averages 0.3 mg/l total manganese. In addition the Mishnock Well Filed has a significant color issue which does not exist in the East Greenwich Well raw water. For these reasons in November 2008 C&E recommended to the KCWA a scope change that included assessing additional technologies in addition to that of the Zenon Membrane System. The modification of the project scope was approved by the Board on December 18, 2008 in the form of an approved Task Order.

As part of the scope change, C&E was to assess other more conventional treatment technologies for manganese removal. These included greensand filtration (Ferrosand), synthetic sand filtration (Anthrasand), and conventional coagulation and pressure filtration. The other method to achieve the project goals to address the manganese was to assess the potential to optimize the existing manganese chemical sequestering system at the East Greenwich Well.

The following is the current project status for these various components.

1. Alternative Conventional Treatment Technology Evaluation.

The initial step in this evaluation was to prepare an information summary that could be provided to technology vendors to allow them to prepare proposals. This summary is included in Attachment No. 1. This was forwarded to the following vendors, which were pre-selected through telephone interviews and internet research as having the type technology with the highest potential of

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success considering the specifics of the treatment application. These vendors included:

- Siemens Water Technologies – AnthaSand
- General Filter – Pureflow Pressure Filtration
- Hungerford and Terry – Ferrosand Filtration

Each of these vendors was forwarded an information package regarding the well water quality and operational characteristics as well as a list of required information that should be included in their proposal. All vendors have been contacted recently and their proposals are expected by the end of March.

Related to the application of conventional technologies, an inspection of the area around the East Greenwich Well was under taken in an effort to determine the utilities that exist that would support the use of conventional manganese treatment technologies. Specifically the existence of municipal sewers serving the area is of paramount importance due to the fact that these technologies typically have large wastewater disposal needs due to the backwashing of pressure filter systems. This was a major deterrent in the assessment of these technologies for use at the Mishnock Well Field because the lack of the close proximity of municipal sewers required long sewer extensions to the treatment plant site which made the technology cost prohibitive. C&E's investigation indicated that sewers exist in close proximity to the East Greenwich Well which will benefit wastewater disposal. The local sewer authority has yet to be contacted regarding the capacity of these sewers because we are waiting on vendor proposals to determine projected flow rates and volumes.

2. Optimizing the Existing Manganese Chemical Sequestering System

Significant research has been conducted into effectiveness of manganese sequestration. The first step was to contact the supplier of the sequestering compound for a manufacture's assessment of how the existing treatment scheme has been operating. In general the sequestering of manganese has been successful in that distribution samples indicate that the manganese found in the distribution system is normally found in soluble form as opposed to particulate form. The purpose of the sequestering compound is to keep the manganese in solution so that it does not convert to solid form that can result in discolored water and staining complaints. A review of the data collected over the past several years has shown that the existing compound has been relatively successful in this regard.

The original compound utilized was CalciQuest Poly Plus manufactured by the CalciQuest Chemical Company. This is a blended polyphosphate that combines with manganese and prevents it from fully oxidizing and causing the water quality concerns typically associated with manganese. Since the

initiation of the pilot test program, the CalciQuest Chemical Company was bought out by Craus Chemical. Fortunately the same representative that originally worked with C&E on the original pilot test for the CalciQuest Chemical Company is now the representative for Craus Chemical. In speaking with this representative he stated that the current sequestering compound supplied by Craus Chemical was generally the same as the CalciQuest Poly Plus. He was asked his opinion of the operation of the sequestering system. His only comment was that on occasions the dosage of polyphosphate was lower than the optimum dosage recommended for sequestering but due to the fact that testing has indicated that the manganese was remaining in solution it was his opinion that the sequestering system was working and its operation could only be improved by stabilizing the injection dosage.

Research into American Water Works Association literature concerning manganese sequestering has indicated that the addition of chlorine prior to the injection of the sequestering compound can create a stronger sequestering bond, one which would be more resistant to break down in the presence of hot water applications with strong oxidants such as cleaning products. This appears to be the result of dissolved manganese on the verge of oxidation being in contact with the polyphosphate. Currently the existing sequestering system adds chlorine after the sequestering compound.

The upcoming tasks in this phase of the project will be to work with Authority Staff to relocate the chlorine injection line to before the injection point of the sequestering compound in an attempt to create a stronger sequestering bond. C&E will also optimize the injection system in an effort to maintain better control and to maintain the optimum sequestering dosage. Once these changes are affected additional bench scale testing will be conducted to assess the improvements.

3. Remaining Original Scope Items

The remaining Scope Items not related to the change in scope initiated by the December 18th Task Order included:

- Flagging Fresh RIDEM Water Wetlands – These are shown on the Attachment No. 2 – Existing Conditions Plan
- Property Line Survey the Monumenting of Front Property Bounds Along Post Road – The Property Line Survey is included in Attachment No. 3. It should be noted that it appears that the lot to the North (AP 214 Lot 27) has encroached onto Authority property. As seen on the Existing Conditions Plan, the monument for the northwestern corner of the Authority's property (AP 214 Lot 2) which fronts Post Road is located 3-feet into the driveway of the

Total Body Chiropractic and Wellness Center located on the adjacent lot.

- Hydraulic Modeling to Identify Transmission Main Improvements to Facilitate the Transfer of Finished Water from the East Greenwich Well to the Main Portion of the Authority's System – This modeling was identified as an out of scope item in the RFP (to be conducted by others). C&E was informed by staff that this was done so not to give C&E an unfair advantage to other proposers on the project and that if selected C&E would propose a scope of modeling which would be a separate task order. This task order will be prepared once the evaluation of vendor proposals is complete and hydraulics leaving the proposed treatment facility are fully known.
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EXHIBIT O

March 19, 2009

PLANNING DOCUMENT \$25,000/YEAR ALLOCATION

PROJECT	STATUS
Water Supply System Management Plan WSSMP	Approval
Hunt River Interim Management & Action Plan	Implementing, Weather Dependant , WRB Committee
2008 CIP Program Plan	Approved
Clean Water Infrastructure Plan 2008	DOH Review

UPDATED CIP PROJECTS BOND FUNDING

PROJECT	STATUS
Mishnock Well Field (new wells) CIP - 1A	Design Underway, Task Order #3 Execution
Mishnock Transmission Mains CIP - 1B	RFP Design Service Issued
Mishnock Treatment Plant CIP - 1C	Design Underway
East Greenwich Well Treatment Plant – CIP-2	Preliminary Design Report Update
Clinton Avenue Pump Station Rehabilitation CIP - 7A	Completed
Read School House Road Tank CIP - 7B	Under Construction Awaiting Spring Start-Up
Read School House Road Main CIP 7c, 7d, 8a	Under Construction Awaiting Spring Start-Up

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 Delays Awaiting Spring Start-Up
IFR 2009 A & 2009 B	2009A - Winter Bid, 2009B Design Underway
PWSB 78" / Johnson Blvd. P.S. Modification	Completed
Greenwich Avenue Replacement	Completed, Final Payment
Hydraulic Tank Evaluation	Completed
Quaker P. S. Design	Design Review, Wetlands Application
Tech Park Tank Recoating	Completed
Tiogue Tank Re-Service	Start-up Pending
Hydrant Painting	Ongoing KCWA Forces, Winter Shutdown