

Kent County Water Authority

October 2, 2015

Jacqueline Lucia
55 Fieldstone Drive
Coventry, RI 02816

SENT VIA EMAIL: Max1944@gmail.com

**RE: September 28, 2015 – Board Meeting Agenda Request
Walker Ridge Homeowners Association**

Dear Ms. Lucia,

The Walker Ridge development is located above the serviceable elevation of the Kent County Water Authority public water system pressure gradient. Records show that this development could not be afforded public water without some method to increase the pressure as necessary to service the development. To develop this site with a private water system the developer at the time provided legal documents exacting agreement language in the deed restrictions of each lot and Association covenants that presented to the Kent County Water Authority board and town of Coventry planning board that Walker Ridge would be forever a private development with water supply from a private booster pump system that collectively would remain the responsibility of the members of the Walker Ridge Homeowners to operate and maintain in perpetuity.

Section 2.2.13.1.3 and 2.2.13.1.4 of the current Kent County Water Authority Rules & Regulations strictly prohibit the use of either a public or privately owned and maintained master pump facility to provide water supply and pressure to one or more than one residential developments comprised of single family homes, apartments or condominiums. While we understand the operational and maintenance concerns of a water system this development resides above the serviceable elevation of our system. The developer was able to convince the board of that era that the deed restrictions and covenants of the Homeowners Association would fully afford and facilitate perpetual operation and maintenance of the booster system and associated distribution system infrastructure. Based on the covenants of the subdivision approval and current Kent County Water Authority Rules & Regulations we are unable to accept any offers or requests to take over any existing privately owned master pump facility or private infrastructure. The best approach to addressing your concerns is within the collective responsibility of the members of the Walker Ridge Association to set up contracts for on-call emergency response and perpetual maintenance of the booster station as outlined in the recorded documents for this subdivision.

The findings in review of this matter precludes the Board from entertaining your request to be placed on the board agenda. The subject of your request is in conflict with the recorded legal covenants that afforded subdivision approval of Walker Ridge private development along with the current rules and regulations of the Kent County Water Authority.

PO Box 192

West Warwick, RI 02893-0192

401-821-9300

www.kentcountwater.com

Please feel free to call Mr. Brown @ (401) 821-9300 should you have any additional questions regarding this matter.

Very truly yours,
Kent County Water Authority



Robert B. Boyer
Chairman

CC: Dane Kwiatkowski
dskwiatk@gmail.com

KCWA HAS NO OWNERSHIP
OR ACCESS TO STOPS OR
METERS FOR REPAIR

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
AND EASEMENTS; CREATION OF HOMEOWNERS' ASSOCIATION
(Walker Ridge)

W.F.D. ASSOCIATES, L.P., a Rhode Island limited partnership having a principal place of business at 75 Lambert Lind Highway, Warwick, Rhode Island, hereinafter referred to as "the Declarant", is the owner of a certain tract of real estate (hereinafter referred to as "the Real Estate") in the Town of Coventry known as "Walker Ridge", more particularly described on "Exhibit A" attached and incorporated herein by reference and on that Plat recorded in the Town of Coventry Land Evidence Records in Plat Book _____, Page _____ (hereinafter referred to as "The Record Plan").

In order to provide for the orderly development of the Real Estate and in part in order to comply with the Subdivision Regulations of the Town of Coventry, the Declarant does hereby declare, grant, and impose upon the Real Estate the following restrictions, covenants, conditions, reservations, easements, liens and charges, all of which shall be construed as covenants running with the land binding upon and for the benefit of the Declarant and all successors in interest to the Real Estate or any portion thereof for a period of forty (40) years, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Real Estate has been recorded agreeing to change the covenants in whole or in part. For so long as the Declarant owns any portion of the Real Estate, the Declarant expressly reserves to itself (and to such persons or parties to whom Declarant may assign such rights), the right at any time to waive, remove, or modify any restriction or to any one or more lots. As to those aspects of the covenants which are required to be imposed pursuant to the Subdivision Regulations of the Town of Coventry (e.g., Sections L and M), the Town of Coventry shall be a party entitled to enforce such covenants, and changes to such covenants shall not be made without the approval of the Planning Commission of said Town of Coventry. Notwithstanding the above, the covenants and restrictions set forth below shall be subject to modification by the Declarant at any time to the extent necessary to conform such provisions to the standards or requirements of national commercial finance markets and agencies (including but not limited to the V.H.A. and F.H.A.).

The covenants created herein shall be enforceable at law or in equity by the Declarant and by the owner(s) of any lot or lots comprising a portion of the Real Estate, or by the Homeowners' Association established as set forth below.

Invalidation of any one of these Covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

I: USE AND REGULATORY PROVISIONS

A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one family dwelling.

B. No noxious or offensive activity shall be carried on upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood. No profession, trade, business or commercial enterprise may be conducted or operated on the Real Estate. The use of dirt bikes, All Terrain Vehicles (ATVs), and the like is prohibited.

C. Except for construction, development and marketing purposes involving Declarant, no structure of a temporary character, mobile house, trailer, camper, tent, shack, or other building shall be used, placed, erected or constructed on any lot at any time, either temporarily or permanently. Without prior consent of the Declarant, no outbuildings of any description shall be erected or placed upon any lot, provided however, that uses accessory to a residence (such as a greenhouse, pergols, or arbor) are permitted.

D. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and in an enclosed location inaccessible to animals, and not visible from the street or abutting properties.

E. The owner of any lot of land upon which a dwelling is constructed shall cause said lot to be seeded and suitably planted with grass, shrubs or trees, excepting however, such part of the lot to be used for driveways, patios, parking areas, or walks. Each lot owner shall thereafter maintain the lawn and grounds in a neat and orderly fashion including mowing grass and trimming hedges and shrubs.

F. Continuous fencing or hedging along the front yard line of any lot is prohibited. Boundary fencing along the side or rear lot lines must be painted and shall not exceed four (4') feet in height. Boundary hedging within the side yard and rear yard may be allowed to grow to a height of not more than eight (8') feet so long as the same is kept neatly trimmed. A boundary fence or hedge shall be defined as a fence or hedge constructed, erected, placed or planted within twenty-five (25') feet of any side or rear lot line. Hedging shall mean any plant or bush such as privet, yew, arborvitae, rose or forsythia planted in a continuous fashion.

G. No lawn ornaments, statues or fountains shall be built or placed upon any lot unless the same shall be fully screened from public view.

H. Installation of an antenna on the exterior elevation of the main structure on any lot will be limited to a single, conventional antenna for televisions and radio reception. No other type of aerial device including, but not limited to, ham radio tower, V Disc antenna or windmill type apparatus shall be built or placed upon any structure or lot. Satellite dishes shall be restricted to rear yards on all lots and shall be screened from view.

I. No lot or driveway shall be used for the temporary or permanent storage of automobiles under repair, trailers, campers or boats.

J. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) pets (dogs and/or cats) may be so kept, provided they are not kept, bred or maintained for any commercial purpose. No kennels shall be constructed or maintained on the premises. The use of (dog) runs or pens for the continuous confinement or restraint of pets is prohibited. All lot owners shall keep said animals confined on their lots in accordance with all applicable leach laws.

K. Each owner shall comply with all land use laws and regulations of the Town of Coventry and the State of Rhode Island.

L. Pursuant to the subdivision regulations of the Town of Coventry, street trees shall be planted by the Declarant along the rights of way conveyed to the Town of Coventry, subject to an easement in favor of the Town of Coventry for maintenance purposes. The Town must be allowed access to said trees (and said trees will be required to remain in place) whether or not they happen to be situated entirely within the right of way or on that portion of individual lots immediately adjacent to the right of way.

M. No development or alteration shall be allowed in the open space in a manner inconsistent with Section II below.

N. For so long as the Declarant is the owner of at least one Lot, no residence shall be constructed on any Lot until Declarant shall have been given the opportunity to review the design and site plans and shall have approved the same in writing.

Q. As set forth more fully in Section III below, water service for domestic use and fire flow purposes shall be provided through a private system involving a Booster Station and associated piping as described in section III A(5). Kent County Water Authority shall not own this system and has no responsibility for its operation or repair, said Authority's responsibility ending at the terminus of its own water distribution system, i.e., the shutoff valve/curb stop, which is the point of connection of the private water system.

As provided for in Section III below, the responsibility for the maintenance of the Booster Station and payment to Kent County Water Authority shall rest with a Homeowners' Association of which the owner of every Lot (as defined below) shall be a member. Individual residential water usage shall be metered and charged directly to each residence and to its owner by Kent County Water Authority by a water meter approved by Kent County Water Authority and installed in each residence with a building exterior meter reading unit attached to a master meter installed at the Booster Station as defined below. Each owner shall be responsible for payment for water charges directly to Kent County Water Authority based on such owner's usage. Additionally, each owner shall be responsible for payment to Kent County Water Authority of his or her pro rata share (based on the number of Lots in the Real Estate) of water charges corresponding to the amount (if any) of water usage recorded by the aforesaid master meter exceeds the total water usage reflected on meters located upon individual lots.

Kent County Water Authority is herewith granted, as to each and every residence and residential homeowner and as to the § 39-15-12 together with every right normally exercised or exercisable by Kent County Water Authority as to any water user who falls delinquent in payment of his/her water billing charges.

Although Kent County Water Authority shall have no obligation to maintain or repair the Booster Station, said responsibility belonging to the Association, Kent County Water Authority shall be allowed to make such emergency repairs, replacements and adjustments to the Booster Station as may be reasonable and necessary. In the event Kent County Water Authority shall make any such emergency repairs, replacements or adjustments, Kent County Water Authority shall have the right and ability to add the charges for the cost thereof to the water bills of all other water users at Walker Ridge on a pro rata basis, with Kent County Water Authority to have all rights with respect thereto as pertain to other water consumption charges to such users. Such charges shall be made with the next regular individual residential billing, provided the Homeowners' Association has not paid the bill for the emergency repair or replacement in the meantime. Such additional pro rata charges shall be subject to the provisions of R.I.G.L. § 39-15-12.

II. EASEMENTS

A. The Declarant reserves to itself, its successors and assigns, easements and rights of way in, over, under and across the real estate for the purpose of grading from adjacent lots (existing or hereafter created); for installation of subsurface disposal systems, water systems (including water pressure boosting equipment), drainage, underground or overhead utilities, or for any similar reasonable purpose deemed by the Grantor to be necessary and convenient relating to Hunters Crossing or to any adjacent tract (or tracts) to be developed by Declarant or any related or affiliated entity.

B. Declarant grants to the Town of Coventry, Rhode Island, easements in and to the Real Estate as follows:

(1) All drainage, water line and conservation easements indicated on The Record Plan, including, without limitation an easement to enter upon the "open space" shown on said plan for all drainage related purposes, and including as well a conservation easement over all the open space shown on said plat.

(2) Street Trees. An easement for purposes of maintenance of street trees planted along the rights of way conveyed to the Town of Coventry, which easement shall permit the Town access to said street trees whether or not they happen to be situated entirely within said right of way.

(3) A conservation easement over the open space area of the Real Estate as shown on the Record Plan whereby there shall be no building in said open space and no removal of soil, trees, and other natural features, except as is consistent with conservation, recreation or agricultural uses or uses accessory to permitted uses. Town officials, law enforcement officers, rescue personnel and fire fighting personnel shall have a right of access to all common areas and open space in pursuant of their official duties, together with the right of enforcement of cleared emergency vehicle access.

C. Additionally, Declarant grants unto the Homeowners' Association established hereunder and to Kent County Water Authority a utility easement on Lot 2, as designated on The Record Plan, together with access to The Booster Station (as described below) to be constructed on said lot and to all other lots in the Real Estate for all purposes related to water distribution including, but not limited to, access for meter readings and testing of the backflow preventor.

III. HOMEOWNERS' ASSOCIATION

A. Definitions

(1) "Association" shall mean and refer to The Walker Ridge Homeowners' Association, Inc., a not-for-profit corporation organized and existing in accordance with the laws of the State of Rhode Island.

(2) "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot which comprises a part of the Real Estate, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(3) "Common Area" shall mean and refer to those areas described as "open space", together with all detention and/or retention ponds shown on The Record Plan together with all areas described (or to be described) as "open space" upon any future recorded subdivision plat of the Real Estate.

(4) "Lot" shall mean and refer to any plot of land shown (or to be shown) upon any recorded subdivision plat of the Real Estate with the exception of the Common Area.

(5) "The Booster Station" shall mean and refer to the water booster pumping station and associated piping, including the complete distribution system, including mains, valves, hydrants, curb steps, etc. and connections to homes to be constructed on the Real Estate as shown on the plans submitted to the Town of Coventry, and installed to assist in providing water to the Real Estate for domestic service and fire flow.

B. Property Rights

(1) Each conveyance of a Lot shall include with it a fractional interest in the Common Area proportionate to the total number of lots in the subdivision.

(2) Subject to the restrictions on the use and development of the Common Area as set forth above, every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and use of the common area by an owner for any period during which any assessment against his Lot remains unpaid; and

(b) the right of the Association to duly dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an

instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of members has been recorded;

(c) any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

(d) the Association shall establish time schedules for the maintenance of the Common Area.

C. Membership And Voting Rights

(1) Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(2) The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on September 1, 2000.

D. Covenant For Maintenance Assessments

(1) The Declarant, for each Lot owned within the Real Estate, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such.

(2) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Real Estate and for the improvement and maintenance of the Common Area.

(3) The Association may levy annual assessments for routine anticipated expenditures, and may also levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(4) Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

(5) Written notice of any meeting called for the purpose of taking any action authorized under Section (2) or (3) above shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subject meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(6) The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(7) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

(8) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(9) The Association shall upon substantial completion of the Booster Station establish a segregated account at a Rhode Island financial institution containing the sum of Five Thousand Dollars (\$5,000), as a contingency reserve fund to assist in financing the cost of emergency repairs or adjustments to the Booster Station. Said contingency fund account shall, if utilized, be immediately replenished such that it contains at all times the sum of at least Five Thousand Dollars (\$5,000).

WITNESS the Declarant's hand this _____ day of _____, 1996.

W.F.D. ASSOCIATES, L.P.

By: _____
General Partner

STATE OF RHODE ISLAND
KENT, Sc.

In Warwick on the _____ day of _____, 1996, before me personally appeared _____, General Partner of W.F.D. Associates, L.P., to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed and the free act and deed of the partnership.

Notary Public

EXHIBIT A

[Description to be inserted]

KENT COUNTY WATER AUTHORITY

BOARD MEETING

JUNE 21, 1995

The Board of Directors of the Kent County Water Authority held its monthly meeting in the Joseph D. Richard Board Room at the offices of the district on June 21, 1995.

All members were present. Also in attendance were General Manager/Chief Engineer, Timothy Brown, Director of Administration & Finance, Arthur Williams, and house attorney, Louis Petrarca.

On a motion by Mr. Quinn and seconded by Mr. Dailey, it was voted to amend the agenda to include the following items.

- 1) Executive session 42-46-5 (a) 1 & 2
- 2) Workers' compensation/Richard Burns
- 3) CIP amendment - revision to priorities

On a motion by Mr. Dailey and seconded by Mr. Quinn, it was voted to approve the minutes of the May 17, 1995 regular meeting and the special meeting of June 7, 1995.

William Landry, Dennis DiPrete, Rasim Moid and Scott Moorehead, representatives of Walkers Ridge and Hunters Crossing, attended this meeting seeking approval letters on both developments for the Coventry Planning Board. They were also interested in hearing the presentation that Jack Keaney of Camp Dresser & McKee gave on the contemplated new system gradient and options available that would effect their areas.

Mr. Williams gave a brief report on the cash position for the month of May. There was nothing unusual about the receipt or expenditures aside from the cost of repairing a 12" main break in Cowesett Road, and the Town of Coventry paying bill to do Benoit Street. On a motion by Mr. Quinn and seconded by Mrs. Graham, it was

VOTED: To accept the cash report as presented.

Mr. Williams also reported on the financial results for the period ending May 31, 1995 which indicated an increasing shortfall in revenues of \$427,358.09, expenses that are less than budget by \$259,783.11, and an overall budget deficit of \$367,574.98 that

continues to be of concern for coverage purposes. On a motion by Mr. Quinn and seconded by Mrs. Graham, it was

VOTED: To accept the May closing report.

Mr. Brown sought authorization to approve and execute maintenance and escrow agreements with the Rhode Island Department of Transportation for the Tiogue Avenue project. On a motion by Mrs. Graham and seconded by Mr. Quinn, it was

VOTED: To authorize execution of the agreements by the Vice Chairman after review by the general manager and house attorney.

Mr. Brown sought authorization to execute and approve the Rhode Island Department of Health consent agreement regarding storage tank inspections and corrective actions. On a motion by Mr. Dailey and seconded by Mr. Quinn, it was

VOTED: To authorize execution of consent agreement by Chairman Walsh.

Mr. Brown sought authorization to execute IBM leases for the computer. On a motion by Mr. Dailey and seconded by Mrs. Graham, it was

VOTED: To authorize execution of leases by Chairman Walsh.

Mr. Brown reported that Phase II of the Knotty Oak Pumping Station is underway. The contractor is already looking for an extension of time to complete the job.

On the Crompton Road - Technology Park installation, Mr. Brown reported completion of the pipe installation in the easement section of the project. He sought approval of a change order to overlay Division Road instead of trench paving as originally proposed. On a motion by Mr. Dailey and seconded by Mrs. Graham, it was

VOTED: To approve the additional cost of overlaying Division Road under a new change order and authorize execution by Chairman Walsh.

There was no discussion on the Tillinghast, Collins & Graham fee, but to request an explanation of the charges. On a motion by Mr. Dailey and seconded by Mr. Blais, it was

VOTED: To request an explanation by letter over the Chairman's signature.

A discussion was held on two proposed resolutions for servicing the Walker Ridge development. Both parties agreed to adopt resolution #1 whereby the developer would own the booster pump station. On a motion by Mr. Blais and seconded by Mr. Dailey, it was

VOTED: To execute letter to the Coventry Planning Board approving water service to the Walker Ridge subdivision in the Town of Coventry subject to the following conditions as written by attorney Petrarca.

1) Developer is to build and install, at its sole expense, a water booster pumping station so as to supply water from an existing KCWA transmission line at a point of connection to be selected by KCWA through said booster pumping station and thence via water conduits laid in the public streets of said plat to each and every dwelling house;

2) Said water booster pumping station and in-street conduits will be of a design approved by KCWA prior to installations and construction by developer with all aspects of design and installation and construction being in accordance with KCWA rules and regulations and standards.

3) All aspects of construction of said water booster pumping station and in-street conduits will be monitored by KCWA staff.

4) KCWA reserves the right at any future time to convert the water booster pumping station supply system to a gravity system when an alternative gravity service supply being in compliancy with prevailing and existing rules and regulations of Rhode Island

Public Utilities Commission as to residential water supply and subject to the prevailing KCWA rules and regulations.

5) Deed restrictions and restrictive/protective covenants and easements being recorded for the benefit of KCWA as were recorded for the Eagle Glen subdivision in Scituate, Rhode Island.

The Board discussed a request from the Picerne group to provide water service to the 160-lot Hunters Crossing development. Twenty lots in the initial phase could be serviced. Of the remaining 140 lots, 136 would require pumps. On a motion by Mr. Blais and seconded by Mr. Dailey, it was

VOTED: That the Authority issue a letter to the Coventry Planning Board regarding approval of Hunters Crossing, subject to deed restrictions and requiring the use of pneumatic pumps in all but twenty-four lots.

Rate attorney, Frank Flaherty, reported that East Providence, Warwick, Lincoln and East Smithfield have agreed to join the Authority as intervenors in the Providence Water Supply rate case. He expected hearings to begin in September.

On the Authority rate filing, Mr. Flaherty stated that it must address the following:

- 1) \$425,000 for meter installation (2 years)
- 2) Restriction on actual consumption
- 3) Capital program changes
- 4) Proforma adjustments

He stated that the Board must decide on issuing more debt, and to file for rates covering one or two years. Mr. Flaherty recommended one year. Tentatively, the Board instructed that he move forward with a one year filing and make a final decision at a later date.

Mr. Flaherty reported that the condemnation bill has passed and is waiting for the Governor's signature. The Public Utilities Commission will now hold hearings on the matter.

The general manager sought authorization to revise the capital improvement program. No action taken other than to table. On a motion by Mr. Walsh and seconded by Mr. Dailey, it was

VOTED: To table.

According to Mr. Brown, lawyers for Leo Lawrence did not plan to attend this meeting but were looking for Board re-consideration of the lump sum issue. On a motion by Chairman Walsh and seconded by Vice Chairman Blais, it was

VOTED: To respond by letter re-affirming the previous motion that stopped the practice.

Attorney Petrarca reported that he has not heard from attorney Tobin regarding the Meady property. On a motion by Mr. Blais and seconded by Mrs. Graham, it was

VOTED: To go to court for the other half after passage of the condemnation bill.

On the Tillinghast Avenue lawsuit, Chairman Walsh asked that the paperwork be held up until he had an opportunity to speak with the Warwick mayor.

The Reservoir Road tank design was put on hold until a site is established.

The RFP on remedial measures for the Fiskeville Tanks will be worked on during the summer months.

Discussion on changes to the Clinton Avenue Pump Station should a new gradient be created was tabled. On a motion by Mr. Walsh and seconded by Mrs. Graham, it was

VOTED: To table.

On a motion by Mrs. Graham and seconded by Mr. Dailey, it was voted to amend the agenda to include a request to meet from the foremen.

Foremen, Arthur Simpson, Richard Burns, Robert Austin, and Director of Operations, Joseph Ballard, acting as spokesman, queried the Board on its decision to elevate the foremen to a management level position at a salary with no overtime.

On the workers compensation issue for Richard Burns, it became a non issue once he became part of management. In a related issue, the Board, on a motion by Mr. Dailey and seconded by Mrs. Graham, voted to restore one vacation and two personal days that Mr. Ballard originally lost after a work related injury.

On a motion by Mr. Walsh and seconded by Mr. Dailey, it was

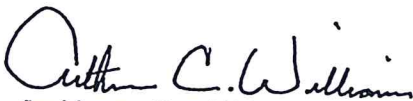
VOTED: To move into executive session pursuant to RIGL 42-46-5 (a) 1 & 2.

At the conclusion of the executive session, Messrs Brown and Williams were told by Messrs Walsh and Dailey that the Board voted to re-instate Matthew Graham based on a confidential report prepared by attorney John Harrington. The motion was made by Mr. Quinn, seconded by Mr. Dailey and unanimously passed for re-instatement with the following restrictions.

- 1) Vacancy is required and the Board will decide when and if he will be re-hired.
- 2) Must go to RIEAP for counseling.
- 3) No Blue Cross or any medical coverage to be provided.
- 4) Starting wage will be 80% of lowest paid laborer.
- 5) Must provide hold harmless agreement with KCWA and sign agreement on loss of rights etc.
- 6) Different probation to him to be determined by Board and Mr. Harrington.

Attorney Harrington to work exclusively with general manager on specifics at direction of Chairman Walsh.

No copies of report will be provided the Authority and all Board copies to be destroyed.


Arthur C. Williams
Secretary