

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-1: Relative to the capacity of the treatment plants as described in “Status of Physical Plant” in the Appendix to the filing, please provide the following additional system data:

- a. The safe yield of the NWD Water System as currently documented.
- b. The water production on the maximum day for each year over the last 10 years.

Response:

- a. The safe yield for the Newport Water System is 12.2 MGD.
- b. Please see attachment.

Prepared by: J. Forgue

City of Newport - Docket #3818
PWFD 4- 1

<u>Year</u>	<u>Date</u>	Total Max. Water Production <u>Mgal</u>
1997	July 14	10.869
1998	August 10	9.631
1999	August 5	12.680
2000	July 14	11.627
2001	June 28	11.464
2002	July 19	12.546
2003	July 18	10.602
2004	July 9	10.568
2005	August 12	12.172
2006	August 14	9.950

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PWFD 4-2: Please project the balance in the chemical restricted account and the inventory amount for each chemical listed in the response to Div. 1-23 for the end of FY-07.

Response: Based upon current inventory as of May 1, 2007 and projected usage through June 30, 2007 the following quantities of chemicals are estimated to be in inventory:

- Alum 88,000 lbs
- Lime 22,500 lbs
- Chlorite 36,000 lbs.
- Chlorine 8,000 lbs.
- Fluoride 11,000 lbs.
- Polymer 330 lbs.

The projected account balance is estimated to be \$3,200.00.

Prepared by: Ken Mason

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PWFD 4-3: Regarding restricted accounts:

- a. How does NWD calculate the "Interest Earned" on these accounts?
- b. How is the monthly interest rate determined?
- c. On what balance is the interest rate applied?

Response: Newport Water does not calculate the "Interest Earned" on the restricted accounts. Each restricted account is in a separate bank account at Citizen's Bank. The bank determines the interest rate, which is earned on the average daily balance for the number of days in the cycle.

Prepared by: Laura Sitrin

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
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PWFD 4-4: Regarding Ms. Forgue's Direct Testimony on page 16, lines 18-20, what has been NWD's "uncollected" experience for the last 5 years?

Response: The City of Newport generally has a collection rate of about 99% with around 2.6% in receivables greater than 30 days. There were some anomalies in the last 5 years because Newport made a concerted effort to clean-up and remove old receivables, most of which had been billed in error. Approximately \$1,061,000 including penalties and interest was considered uncollectible as of June 30, 2002. An additional \$678,384 was written off in FY2004. The write-offs were from disputes dating back over 20 years.

Prepared by: Laura Sitrin

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
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PWFD 4-5: Please provide copies of all contracts/commitments that NWD has to provide water to other parties, including the Navy, Tiverton, and Little Compton. Please provide copies of any contracts since the beginning of the agreement.

Response: Attached is information regarding the Navy contract. Also attached is information regarding providing water to Tiverton and Little Compton, 1953 Public Laws of Rhode Island Chapter 3092.

Prepared by: J. Forgue

U.S. NAVY
CONTRACT

77

Contract No. NBv(U)-28608

DEPARTMENT OF THE NAVY

NEGOTIATED Water SERVICE CONTRACT

U. S. Naval Base Newport Newport Rhode Island
(Premises to be served) (City) (County) (State)

City of Newport, Rhode Island Newport, Rhode Island
(Contractor) (Contractor's Address)

Premises are: (X) Government Owned.
() Government Leased
Symbol No. of Lease _____
Name of Lessor _____

RECEIVED
Dept of the Navy
MAY 23 1966
4187
CRAZEN - BRUBAKER
& ASSOCIATES, INC.

Estimated annual cost hereunder \$ 82,000

Connection charge \$ None

Bills will be rendered in quintuplicate to Commanding Officer
at Public Works Center, U.S. Naval Base, Newport, Rhode Island

Payments will be made by U. S. Navy Regional Accounts Office
at Brooklyn, New York

Officer in Charge of this Contract: District Public Works Officer
First Naval District

This negotiated contract is made pursuant to the provisions of 10 U.S.C. 2304 (a)(10) of the Armed Services Procurement Act, and any required determination and findings with respect thereto has been made.

Appropriation chargeable: Various. The Commanding Officer, Public Works Center, U.S. Naval Base, Newport, R.I., or his designated representative, will indicate complete accounting data on each invoice processed for payment based upon an equitable proration of cost to the respective appropriations and allotments of the activities being served by this contract.

DEPARTMENT OF THE NAVY

NEGOTIATED Water SERVICE CONTRACT

THIS CONTRACT, entered into as of 1 July 1959, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this contract, and City of Newport, Rhode Island whose address is City Hall, Newport, Rhode Island hereinafter called the Contractor,

WITNESSETH That the parties hereto do mutually agree as follows:

1. SCOPE AND TERM OF CONTRACT

(a) Subject to the terms and conditions hereinafter set forth, the Contractor shall sell and deliver to the Government and the Government shall purchase and receive from the Contractor water service (hereinafter called service) requested by the Government from the Contractor at the premises to be served hereunder (hereinafter called the service location), all in accordance with water Service Specifications attached hereto and made a part hereof.

(b) This contract shall continue in effect from the commencement of service and thereafter until terminated at the option of the Government by the giving of not less than 30 days advance written notice of the effective date of termination.

(c) (i) For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing office or officer for service herein contracted for, at the rates and under the terms and conditions herein set forth, provided, that the Government shall be liable for the minimum monthly charge specified in this contract commencing with the billing period in which service is initially furnished thereto and continuing until this contract is terminated, except that the minimum monthly charge specified in this contract shall be equitably prorated for the billing period in which commencement and termination of this contract shall become effective.

(ii) The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service.

(iii) Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered.

(iv) All bills for service shall be paid without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

(v) Invoices for service rendered hereunder shall contain statements of the meter readings at the beginning of the billing period, meter constants, consumption during the billing period and such other pertinent data as shall be required by the Government.

2. TECHNICAL PROVISIONS

(a) Measurement of Service

(i) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, calibrated and read by the Contractor at its expense. In the event any meter fails to register or registers incorrectly the service furnished there-through, the parties shall agree upon the length of period during which such meter failed to register or registered incorrectly and the quantity of service delivered there-through during such period and, upon agreement, an appropriate adjustment based thereon shall be made in the Government's bills. For the purpose of the preceding sentence, any meter which registers not more than two (2) per cent slow or fast shall be deemed correct.

(ii) The Contractor, so far as possible, shall read all meters at periodic intervals of approximately thirty (30) days. All billings based on meter readings of less than twenty-seven (27) days or more than thirty-two (32) days shall be prorated accordingly.

(b) Meter Test

The Contractor, at its expense, shall periodically inspect and test the meters installed by it at intervals not exceeding one (1) year. At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all of such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of error is found to be not more than two (2) per cent slow or fast. No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of two (2) per cent under normal operating conditions.

(c) Change in Volume or Character

Reasonable notice shall, so far as possible, be given by the Contracting Officer to the Contractor respecting any material changes proposed in the volume or characteristics of the utility service required at each location.

(d) Continuity of Service and Consumption

(i) The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at the service location, but shall not be liable for damages, breach of contract or otherwise to the Government for failure, suspension, diminution or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes or other catastrophes, strikes or failure or breakdown of transmission or other facilities; provided, that when any such failure, suspension, diminution, or variation of service shall aggregate more than ten (10) hours during any billing period hereunder, an equitable adjustment shall be made in the monthly rates specified in this contract (including the minimum monthly charge).

(ii) In the event the Government is unable to operate the service location in whole or in part for any cause beyond its control, including but not limited to acts of God or of the public enemy, fires, earthquakes or other catastrophes, or strikes, an equitable adjustment shall be made in the monthly rates specified in this contract (including the minimum monthly charge) if the period during which the Government is unable to operate such service location in whole or in part shall exceed fifteen (15) days during any billing period hereunder.

3. RATES AND CHARGES

(a) In accordance with Section (g) of the operating and maintenance agreement between the United States of America, acting by and through the Federal Works Administrator, and the City of Newport, Rhode Island dated 23 April 1942, hereinafter referred to as the "Lorton Valley Agreement", the Contractor will furnish water service to each Government establishment at the annual rates described in Exhibit I attached hereto and made a part hereof.

For the purposes of this service contract only, "Government Establishment" shall be as defined in Section (g), Par. (2), of the "Lorton Valley Agreement" and the establishments of the Department of the Navy so defined are listed in Exhibit II attached hereto and made a part hereof. The rate schedule of Exhibit I shall be applied separately to each of the several groups of service locations described in Exhibit II.

(b) For purposes of charges under paragraph (a) of this clause, any demands due to faulty operation of, or excessive or fluctuating pressure on, the Contractor's system shall not be included as part of the Government's demand.

4. FACILITIES OF THE GOVERNMENT

(a) The right is expressly reserved by the Government to change the internal distribution system serving the Naval establishment in any manner whatsoever deemed advisable in the public interest, to increase or decrease the number of meters installed, at any time during the term of this contract, at Government expense, either for the purpose of consolidating metering and effecting service through one meter connection, or for improving fire protection facilities, or for any other purpose.

5. CONTRACTOR'S FACILITIES

(a) The Contractor, at its expense, shall furnish, install, operate and maintain all facilities required to furnish service hereunder to and measure such service as of the points of delivery specified in the service locations and specifications described in Exhibit II attached hereto and made a part hereof. Title to all such facilities shall be and remain in the Contractor and the Contractor shall be responsible for all loss of or damage to such facilities.

(b) The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed upon by the parties hereto for the installation, operation and maintenance of the facilities of the Contractor required to be located upon Government premises, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of such facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to such facilities. Such facilities shall be removed and Government premises restored to their original condition by the Contractor at its expense within a reasonable time after the Government shall revoke the permit herein granted and in any event within a reasonable time after termination of this contract, provided that in the event of termination due to fault of the Contractor such facilities may be retained in place at the option of the Government until service comparable to that provided for hereunder is obtained elsewhere. It is expressly understood, however, that proper military or Governmental authority may limit or restrict the right of access herein granted in any manner considered by such authority to be necessary for the national security.

6. FACILITIES OF EITHER PARTY

It is recognized that in the operation of extensive water distribution systems serving contiguous areas, circumstances will often indicate that the use of facilities of one system for delivery of water to points served by the other will be mutually advantageous and in the public interest. The Government and the contractor therefore agree that in specific instances of this nature either party will permit the other to use its facilities providing that the capacity to be used is excess to the known requirements of the owner of the facility, the proposed use is mutually advantageous to the parties and in the public interest, and the user agrees to assume a properly allocated share of the fixed and variable expenses associated with the operation of the facility. Each instance of this nature which is proposed by the contractor, or the Government, shall be considered upon its own merits without regard to precedent, and the owner of the facility shall retain the right to terminate the use of its facility by not less than thirty days written notice to the user.

7. PUBLIC REGULATION AND CHANGE OF RATES, TERMS AND CONDITIONS OF SERVICE

(a) Public Regulation - Service furnished under this contract shall be subject to regulation in the manner and to the extent prescribed by law by any federal, state or local regulatory authority having jurisdiction. If during the term of this contract the regulatory authority having jurisdiction shall approve, after filing in the authorized manner, rates, terms, or conditions of service, which are other than those stipulated herein for like classes of service, the Contractor agrees to continue to furnish service as stipulated herein and the Government agrees to accept such service under the rates, terms, and conditions of service so approved. The Contractor agrees to notify the Government through the Contracting Officer of its intention to file with the Regulatory Commission having jurisdiction any request for approval of revisions in rates, terms, and conditions of service prior to the date upon which it shall propose to make such filing.

(1) Subject to paragraph (a) of this clause, in the event the Contractor, during the term of this contract, shall make effective any new rate schedule or amended rate schedule applicable to the class of service furnished the Government at the service location which may contain a lower rate or conditions more favorable to the Government for such class of service, the Contractor shall forward to the Contracting Officer a

copy of such rate schedule, or amended rate schedule, within fifteen (15) days after the effective date thereof, and, upon receipt of written request from the Government; shall substitute such rate schedule or amended rate schedule for the rate schedule then in effect hereunder for such service locations; this substitution shall be effective for the billing period in which such written request is received.

(ii) Subject to paragraph (a) of this clause, in the event of a permanent change in the class of service furnished the Government at any service location, service shall, upon written request of either party, be thereafter furnished to such service location at the lowest available rate schedule of the Contractor which is applicable to the class of service furnished following such permanent change.

8. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

10. ASSIGNMENT OF CLAIMS

No claim under this contract shall be assigned.

11. CONFLICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

12. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant

for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

13. DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Secretary, and the decision of the Secretary or his duly authorized representative for the hearing of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive; provided that, if no such appeal is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

14. GRATUITIES

(a) The Government may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any

determinations with respect to the performing, of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

15. EXAMINATION OF RECORDS

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include the following provision, with appropriate insertions, in all his subcontracts hereunder: (Name of sub-contractor) agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under prime contract (contract symbol and number) between the United States of America and (name of contractor) have access to and the right to examine any directly pertinent books, documents, papers, and records of (name of subcontractor) involving transactions related to this contract.

16. DEFINITIONS - As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department, and the head or any assistant head of the executive agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing

this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "sub-contracts" includes purchase orders under this contract.

17. CONFLICTS - To the extent of any inconsistency between the provision of this contract, and any schedule, rider or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the provisions of this contract shall control.

18. SUPERSEDURE

This contract supersedes as of the effective date all previous contracts between the contractor and the government for the provision of water service to the service locations specified herein. The terms and conditions of the "Lawton Valley Agreement" remain in effect for the duration of the term of that contract whose date of expiration is the 22nd day of April 1982.

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

THE UNITED STATES OF AMERICA
By W.R. Boyer W. R. BOYER
CHIEF ENGINEER
Civil Engineer Corps, U.S.N.
For Chief of the Bureau of Yards
and Docks Navy Department

Approved
John F. Phelan
CITY SOLICITOR

CITY OF NEWPORT, RHODE ISLAND
(Contractor)

By Henry C. Wilkinson
Title Mayor

C E R T I F I C A T E

I John F. Phelan certify that I am the CITY SOLICITOR of the corporation named as Contractor in the foregoing contract; that HENRY C. WILKINSON who signed said contract on behalf of the Contractor was then Mayor of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

John F. Phelan
CITY SOLICITOR

TYPE IN OR PRINT NAMES UNDER ALL SIGNATURES

Attached to and made a part
of Contract No. NBy(U)-2860
between the Government and
the City of Newport Water De

EXHIBIT I

RATES AND CHARGES

(1) The City will furnish water to each Government establishment at the following annual rates;

First 30,000 gallons passing through each meter included in the meter charge

All water in excess of 30,000 gallons per meter shall be charged for on the basis of the total amount of water furnished to the Government establishment without regard to the number of meters, as follows:

First 270,000 gallons	- 40¢ per thousand gallons
Next 2,700,000 gallons	- 30¢ per thousand gallons
Next 32,000,000 gallons	- 20¢ per thousand gallons
In excess of the foregoing	- 10¢ per thousand gallons

An annual meter charge will be made for each meter in operation in accordance with the following schedule:

<u>Size of meter</u>	<u>Meter Charge</u>
5/8"	\$ 15.00
3/4"	18.00
1"	22.25
1 1/2"	33.50
2"	47.00
3"	83.00
4"	137.75
6"	263.00
8"	407.00

EXHIBIT I

(2) Private Fire Protection

Private hydrants are to be furnished and maintained by the Government. If water from private hydrants or from sprinkler service is used for any purpose other than for fire protection or for official testing of hydrants, the full minimum charge for Domestic and Commercial Service for the size of connection in use will be billed, plus metered or estimated quantity of water so used, at regular domestic rates.

1. Hydrants and Automatic Sprinklers - Minimum Charge

<u>Size of Connection</u>	<u>Hydrants</u>	<u>Sprinkler Service with Detector of Protection Meter</u>
4"	\$ 20.	\$ 25.
6"	45.	50.
8"	55.	60.
10"	70.	75.

(3) Effective March 1, 1952, all of the rates and charges quoted in this Exhibit were increased by 13% by order of the Public Utility Administrator, State of Rhode Island.

Director
of
Protection

EXHIBIT II

Service Location and Specifications

Water No.	Size	Acct. No.	Service Location	Delivery Zone	Type Sizes Connect.	Annual Consumption	Cost
2269161	2"	B-11	Gov't Landing	1	-4	740	
2362936	6"	B-102	Coaster's Harbor Island	7	12		
6193111	6" x 2"	B-102A	Coaster's Harbor Island	7	12 *	257,325.9	
6100000	8" x 2"	B-102B	Coaster's Harbor Island	7	12		
6500191	8" x 2"	B-102C	Coaster's Harbor Island	7	12		
6531030	10" x 3"	B-102F	Coddington Point	7	3/4		
5560924	5/8"	B-116A	Hamos Cottage, Maple Ave.	7	8	10,200	
2250670	3"	B-101	U.S. Naval Hospital	3	6		
6193112	6" x 2"	B-101D	U.S. Naval Hospital	3	2		
6169011	3/4"	B-102U	U.S. Naval Hospital	3	2	11,900	
6510775	3"	B-113-B	U.S. Naval Station	2	10	4,963	
5651616	6"	B-119	Ft. Adams (Bldg. 417)	2	12		
6510776	10" x 3"	B-109C	Washington Street	2	6	53,260	
113729	1"	B-105	Washington Street	2	12		
6154663	10" x 3"	B-06-A	Anchorage (North)	6	12		
6154462	10" x 3"	B-06-B	Anchorage (South)	6	12		
11229407	10" x 3"	B-06-C	Anchorage	6	12		
6092430	6" x 2"	B-101-A	U.S. Naval Hospital	3	8	107,025	
6169076	8" x 2"	B-06-D	Coddington Cove #13 Gate	9	12		
9962724	8" x 2"	B-06-D1	Coddington Cove #10 Gate	9	12	15,000	
6554951	8" x 2"	B-06-E	Green's Lane	9	12	16,256	
2037905	4"	B-06-F	Gould Island	10	6		
6200047	6" x 2"	B-108 (South Dock)	Fleet Wharf Area	11	8		
6336301	6" x 2"	B-108A (Middle Dock)	Fleet Wharf Area	11	8		

6536010
13610291
13610292

10" x 3"
5/0"
5/0"

B-05A
B-101A-1
B-101B-1

Melville Fuel Depot
Naval Hospital (Chlorinator)
Naval Hospital (Chlorinator)

18
3
3
1

10
24

* connected with reservation

Ann. Chg.
\$ 79.10
50.05
50.05
50.05
79.10
62.15
79.10
50.05
50.05

Hydrants

10" - Anchorage Acct. #0453
6" - Briggs' Wharf Acct. #5759D
6" - Middle Dock Acct. #1405
6" - Inshore Patrol Acct. #1405A
10" - Anchorage (30.) Acct. #0456
0" - Training Sta. Road Acct. #0562
10" - Halville Depot Acct. #0033
6" - Tring. Sta. Road Acct. #0345
6" - Third St. - Acct. #7425

Ann. Chg.

\$ 67.00
67.00
84.75
67.00
84.75
67.00
9440.70

Sprinklers

8" - Washington St. Acct. #5759
0" - Coddington Cove Acct. #0356A
10" - Wellington Ave. Acct. #0550
0" - Coddington Point Acct. #0960
10" - Coddington Point Acct. #B-102-F
0" - Green's Lane Acct. #D-06E

84.75

\$25.45

10" - Anchorage Acct. #D-06-C

\$553.70

Each of the above listed delivery zones shall be considered a "Government Establishment" under the Department of the Navy as defined in Section 3 of this contract. Any other establishment of the Government may be designated as a "Government Establishment" by the Government with the approval of the City, or, if the Government's designation is not approved by the City, by a Board, which shall act by a majority thereof, a whose decision shall be final composed of representative of the City, a representative of the Navy Department of the Government and a representative of the Federal Works Agency.

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT and the CITY OF NEWPORT, RHODE ISLAND, hereinafter called the CONTRACTOR.

WHEREAS, by Contract No. NBy(U)-28608 between the GOVERNMENT, and the CITY OF NEWPORT, RHODE ISLAND, dated as of 1 July 1959, the Government agreed to purchase from the Contractor and the Contractor agreed to sell to the Government water service in accordance with Section 3. RATES AND CHARGES, as provided therein, and

WHEREAS, the Contractor was ordered by the Public Utility Administrator of Rhode Island to increase the charges for water service on all invoices rendered after 1 March 1952 by 13 per cent and again so ordered effective 1 March 1960 an additional increase of 23.4 per cent.

NOW THEREFORE, the parties hereto agree that the increases on the rates and charges for water service as so ordered by the Public Utility Administrator of Rhode Island shall apply to water service supplied under this Agreement.

EXCEPT as herein modified all terms and provisions of said Contract No. NBy(U)-28608 shall remain in full force and effect.

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

Approved
Franklin D. Watson

UNITED STATES OF AMERICA
By *[Signature]*
For Chief, Bureau of Yards
& Docks, Contracting Officer

Approved
John F. Phelan
CITY SOLICITOR

CITY OF NEWPORT, RHODE ISLAND
(Contractor)
By *James L. Maher*
James L. Maher
Title Mayor

C E R T I F I C A T E

I John F. Phelan certify that I am the City Solicitor ~~Secretary~~ of the corporation named as Contractor in the foregoing contract; that James L. Maher, who signed said contract on behalf of the Contractor was then Mayor of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

John F. Phelan
John F. Phelan
City Solicitor

TYPEWRITE OR PRINT NAMES UNDER
ALL SIGNATURES

Attached to and made a part of Contract 157(U)-26608 between the Government and City of Newport.

EXHIBIT II

Service Location and Specifications

Meter No.	Size	Acct. No.	Service Location	Delivery Zone	Connect.	Pipe Sizes	Annual Consumption	Cost
2249461	2"	B-14	Gov't Landing	1	-2	4	740	
2362936	6"	B-102	Coaster's Harbor Island	7	-6	12		
6493111	6" x 2"	B-102A	Coaster's Harbor Island	7	6	12		
6406080	8" x 2"	B-102C	Coaster's Harbor Island	7		*		
6548191	8" x 2"	B-102E	Coaster's Harbor Island	7	10	12	257,325.9	
6531838	10" x 3"	B-102F	Coddington Point	7	12	12		
5540924	5/8"	IL-116A	Ramos Cottage, Maple Ave.	7	3/4	12		
2250670	3"	B-101	U.S. Naval Hospital	3	8	12		
6493112	6" x 2"	B-101D	U.S. Naval Hospital	3	6	12		
6469811	3/4"	B-102D	U.S. Naval Hospital	3	2	12		
6518775	3"	B-43-D	U.S. Naval Station	2	10	12		
5451616	6"	B-49	Ft. Adams (Bldg. 117)	2	8	12		
6518776	10" x 3"	B-109C	Washington Street	2	12	12		
473729	4"	B-105	Washington Street	2	6	6		
6154463	10" x 3"	B-86-A	Anchorage (North)	6	12	24		
6154462	10" x 3"	B-86-B	Anchorage (South)	6	12	24		
14229407	10" x 3"	B-86-C	Anchorage	6	12	24		
6092520	6" x 2"	B-101-A	U.S. Naval Hospital	3	8	12		
6469876	8" x 2"	B-86-D	Coddington Cove #13 Gate	9	12	24		
9962724	8" x 2"	B-86-D1	Coddington Cove #10 Gate	9	12	24		
6554951	8" x 2"	B-86-E	Green's Lane	9	12	12		
2037985	4"	B-86-F	Gould Island	10	12	12		
6288047	6" x 2"	B-108 (South Dock)	Fleet Wharf Area	11	6	12	107,825	15,000
6336381	8" x 2"	B-108A (Middle Dock)	Fleet Wharf Area	11	8	12	16,256	16,256

6536810	10" x 3"	B-85A	Melville Fuel Depot	18	24
13610291	5/8"	B-101A-1	Naval Hospital (Chlorinator)	3	*
13610292	5/8"	B-101D-1	Naval Hospital (Chlorinator)	3	*

* connected within reservation

Ann. Chg.

Hydrants

8" - Washington St. Acct. #5159	\$ 67.80	10" - Anchorage Acct. #8453	\$ 79.10
8" - Goddington Cove Acct. #8456A	67.80	6" - Brigg's Wharf Acct. #5159B	50.85
10" - Wellington Ave. Acct. #8550	84.75	6" - Middle Dock Acct. #4485	50.85
8" - Goddington Point Acct. #6968	67.80	6" - Inshore Patrol Acct. #4485A	50.85
10" - Goddington Point Acct. #B-102-F	84.75	10" - Anchorage (So.) Acct. #8456	79.10
8" - Green's Lane Acct. #B-86E	67.80	8" - Training Sta. Road Acct. #8562	62.15
	\$440.70	10" - Melville Depot Acct. #885A	79.10
		6" - Trng. Sta. Road Acct. #8545	50.85
		6" - Third St. - Acct. #7425	50.85
			\$553.70

Ann. Chg.

Sprinklers

10" - Anchorage Acct. #B-86-G	84.75
	\$525.45

Each of the above listed delivery zones shall be considered a "Government Establishment" under the Department of the Navy as defined in Section 3 of this contract. Any other establishment of the Government may be designated as a "Government Establishment" by the Government with the approval of the City, or, if the Government's designation is not approved by the City, by a Board, which shall act by a majority thereof, and whose decision shall be final composed of representative of the City, a representative of the Navy Department of the Government and a representative of the Federal Works Agency.

THIS SUPPLEMENTAL AGREEMENT, entered into as of 1 September 1960, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this Agreement and the CITY OF NEWPORT, RHODE ISLAND.

WHEREAS, by contract numbered NBy(U)-28608, dated 1 July 1959, the Contractor agreed to sell to the Government and the Government agreed to purchase from the Contractor water service requested by the Government at the premises served thereunder called the service locations.

WHEREAS, there exists a REVOCABLE PERMIT NOy(R)-48804 from the DEPARTMENT OF THE NAVY to the City of Newport, Rhode Island, granting to the City of Newport permission to connect a 3/4-inch water line to a NAVY 10-inch C.I. water line located at or near the northwest corner of the intersection of Admiral Kalbus Road and the New Haven Railroad right-of-way in the City of Newport for the purpose of serving a Venturi meter for measuring sewage from the U. S. Naval Base.

WHEREAS, under the existing water service contract provision, Section Section 6 "FACILITIES OF EITHER PARTY" the Government and the Contractor agreed in specific instances either party will permit the other to use its facilities when it is mutually advantageous to the parties.

WHEREAS, the Government desires to revoke the existing permit NOy(R)-48804 and incorporate under the existing water service contract between the parties the same permissive rights as now granted thereunder.

NOW THEREFORE, it is agreed by this Change B to the contract, permit NOy(R)-48804 is revoked and the permission granted thereunder is to be included under Contract NBy(U)-28608.

EXCEPT as herein modified, all the terms and provisions of Contract NBy(U)-28608 shall remain in full force and effect.

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

UNITED STATES OF AMERICA

By [Signature]
for, Chief, Bureau of Yards
and Docks, Contracting Officer

CITY OF NEWPORT, RHODE ISLAND
(Contractor)

By [Signature]
Title James L. Maner

APPROVED
[Signature]
CITY COMMISSIONER

C E R T I F I C A T E

I, John F. Phelan, certify that I am the City Solicitor ~~Secretary~~ of the corporation named as Contractor in the foregoing contract; that James L. Maher who signed said contract on behalf of the Contractor was then Mayor of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

John F. Phelan
John F. Phelan
City Solicitor

TYPEWRITE OR PRINT NAMES UNDER
ALL SIGNATURES

Change C to Contract
NO. NBY(U)-23308

DEPARTMENT OF THE NAVY
NEGOTIATED WATER SERVICE CONTRACT

<u>U. S. Naval Base</u> (Premises to be served)	<u>Newport</u> (City)	<u>Newport</u> (County)	<u>Rhode Island</u> (State)
<u>City of Newport</u> (Contractor)	<u>Newport, Rhode Island</u> (Contractor's Address)		

Premises are: Government Owned

Government Leased

Symbol No. of Lease _____

Name of Lessor _____

Estimated annual cost hereunder \$ 160,000

Connection charge \$ None

Bills will be rendered in quintuplicate to Commanding Officer

Public Works Center, U. S. Naval Base, Newport, Rhode Island

Payments will be made by U. S. Navy Regional Accounts Office

at Third Avenue and 29th Streets, Brooklyn 32, New York

Officer in Charge of this Contract: District Public Works Officer, First

Naval District, 495 Summer Street, Boston 10, Massachusetts

This negotiated contract is made pursuant to the provisions of 10 U. S. C. 2304 (a) (10) of the Armed Services Procurement Act, and any required determination and findings with respect thereto has been made.

Appropriation chargeable: Various. Officer in Charge of the respective activity or his designated representative will indicate complete accounting data on each invoice processed for payment.

Change C to Contract
No. NBy(U)-28608

THIS SUPPLEMENTAL AGREEMENT, entered into as of 1 November 1961 by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this Agreement and the CITY OF NEWPORT, RHODE ISLAND, hereinafter called the Contractor; and

WHEREAS, the Government and the Contractor entered into an OPERATING AND MAINTENANCE AGREEMENT known as the "LAWTON VALLEY AGREEMENT" on April 23, 1942, providing for a water supply to certain Government establishments within the Contractor's area of distribution; and

WHEREAS, in furtherance of said Operating and Maintenance Agreement, by contract numbered NBy(U)-28608, dated 1 July 1959, the Contractor agreed to sell to the Government and the Government agreed to purchase from the Contractor water service requested by the Government at the premises served thereunder called the service locations; and

WHEREAS, this contract was further modified by agreement between the parties under Change A and Change B; and

WHEREAS, the Government desires to terminate water service at certain locations, such termination to be effective as of certain specified dates and the contractor is agreeable thereto; and

WHEREAS, the Government desires to procure water service for three Government Housing Projects from the contractor pursuant to the terms and conditions of said contract and the contractor is agreeable thereto.

NOW, THEREFORE, in consideration of the premises and the mutual benefits and advantages to be derived therefrom, the parties hereto do hereby mutually agree that by this Change "C" said Contract NBy(U)-28608 shall be and it hereby is further amended as follows:

1. Terminate water service to the following locations as of the dates specified:

<u>Meter No.</u>	<u>Date of Termination</u>	<u>Account No.</u>	<u>Service Location</u>
6518775	21 September 1960	B-43-D	Wellington Avenue
473729	1 October 1959	B-105	Washington Street
6288047	31 October 1960	B-108	Fleet Wharf Area So. Dock
6336381	31 October 1960	B-108-A	Fleet Wharf Area Middle Dock
2249461	26 October 1960	B-14	Government Landing
6469876	1 November 1961	B-86D	Coddington Cove (#13 Gate)

SPRINKLERS

<u>Account No.</u>	<u>Date of Termination</u>	<u>Size</u>	<u>Service Location</u>
8550	1 July 1961	10	Wellington Avenue
5759	1 July 1961	8	Washington Street

HYDRANTS

5759-B	1 July 1961	6	Brigg's Wharf
4485	1 July 1961	6	Middle Dock Acct.
4485-A	1 July 1961	6	Inshore Patrol

2. Delete Exhibit II and substitute in lieu thereof the following revised Exhibit II.

Attached to and made a part of
Change C to Contract No. NBy(U)-28608

Sheet 1 of 2

EXHIBIT II

Service Location and Specifications

Meter No.	Size	Acct. No.	Service Location	Delivery Zone	Connect.	Pipe Sizes	Main
2362936	6"	B-102	Coaster's Harbor Island	7	-6		12
5493111	6" x 2"	B-102A	Coaster's Harbor Island	7	6		12
6406080	8" x 2"	B-102C	Coaster's Harbor Island	7			*
6548191	8" x 2"	B-102E	Coaster's Harbor Island	7	10		12
6531838	10" x 3"	B-102F	Coddington Point	7	12		12
5540924	5/8"	M-416A	Ramos Cottage, Maple Ave.	7	3/4		12
2250670	3"	B-101	U.S. Naval Hospital	3	8		12
6493112	6" x 2"	B-101D	U.S. Naval Hospital	3	6		12
6469811	3/4"	B-102D	U.S. Naval Hospital	3	2		12
5451616	6"	B-103	Ft. Adams (Bldg. 417)	2	8		12
6518776	10" x 3"	B-109C	Washington Street	2	12		12
6154463	10" x 3"	B-35-A	Anchorage (North)	6	12		24
6154452	10" x 3"	B-35-B	Anchorage (South)	6	12		24
14229407	10" x 3"	B-66-C	Anchorage	6	12		24
6092520	6" x 2"	B-201-A	U.S. Naval Hospital	3	8		12
9962724	8" x 2"	B-86-D1	Coddington Cove #10 Gate	9	12		24
6094051	8" x 2"	B-86-D2	Coddington Cove	9	12		24
2037965	4"	B-86-E	Coastal Light	0	12		12
5835810	10" x 3"	B-55	Coastal Island	10			*
13610291	5/8"	B-101A-1	Malville Fuel Depot	18	10		14
13610292	5/8"	B-101B-1	Naval Hospital (Chlorinator)	3			*
	5/8"	B-101B-1	Naval Hospital (Chlorinator)	3			*

* connected within reservation

Attached to and made a part of
Change C to Contract No. NBY(U)-28608.

Sheet 2 of 2

EXHIBIT II

	<u>Sprinklers</u>	<u>Ann. Chg.</u>	<u>Hydrants</u>	<u>Ann. Chg.</u>
8" -	Coddington Cove Acct. #8456A	\$83.67	10" - Anchorage Acct. #8453	\$97.61
8" -	Coddington Point Acct. #6968	83.67	10" - Anchorage (So.) Acct. #8456	97.61
10" -	Coddington Point Acct. #B-102-F	104.58	8" - Training Sta. Road Acct. #E562	76.69
8" -	Green's Lane Acct. #B-86E	83.67	10" - Melville Depot Acct. #B85A	97.61
10" -	Anchorage Acct. #E-86-C	104.58	6" - Training Sta. Road Acct. #8545	62.75
10" -	Washington St. Acct. #8547	104.58	6" - Third Street Acct. #7425	62.75
		<u>\$564.75</u>		<u>\$495.02</u>

3. Water Service furnished on and after 1 July 1960 to Naval Garden Apartments, a U. S. Government Housing Project located off West Main Road in the City of Newport, Rhode Island, consisting of a group of multiple dwelling buildings and shown on Exhibit III attached hereto is hereby made a part of and is included under said contract.

Attached to and made a part of
 Change C to Contract No. NBY(U)-28608

EXHIBIT III

NAVAL GARDEN APARTMENTS

Service Location and Specifications

Meter No.	Size of Meter	Size of Service	Register No.	Account No.	Service Location
2323971	1 1/2"	1 1/2"	9700	B-86-AA	Lawrence Street
5479958	1 1/2"	1 1/2"	9697	B-86-DB	Lawrence Street
10617814	1"	1"	9699	B-86-CC	Lawrence Street
10617815	1"	1"	9698	B-86-DD	Lawrence Street
5455502	1 1/2"	* 1" & 1 1/2"	9868	B-86-EE	Chase's Lane
10816412	1 1/2"	* 1" & 1 1/2"	9867	B-86-FF	West Main Road
11295056	1 1/2"	1 1/2"	9869	B-86-GG	Lawrence Street
11295067	1 1/2"	* 1" & 1 1/2"	9866	B-86-IH	West Main Road

* 2 - Services - Multiple Dwellings

4. Water service furnished on and after 1 January 1961 to Brenton Village, a U. S. Government Housing Project located at the Fort Adams area in the City of Newport, Rhode Island, consisting of (55) multiple dwelling units and shown on Exhibit IV attached hereto is hereby made a part of and is included under the said contract.

Attached to and made a part of Change C
to Contract No. NBy(U)-28608

EXHIBIT IV

BRENTON VILLAGE - FORT ADAMS AREA

SPECIFICATIONS

<u>Meter No.</u>	<u>Size of Meter</u>	<u>Size of Service</u>	<u>Account No.</u>	<u>Location</u>
12335595	4"	3"	B-49-A	Near Guard House
(1) Hydrant	---	6"	B-49-A	

ADDENDUM

1. Water service is furnished to 300 family units located in 55 Multiple Dwelling Houses.
2. The distribution system within the project area is owned and maintained by the Government and connects with the City of Newport system at or near the Guard House.
3. The quantity of water furnished by the City shall be determined by a single 4" meter installed and owned by the City and located at or near the Guard House.
4. Rates and charges at this location shall be based on (55) building service connections without regard to number of meters actually installed.

Attached to and made a part of Change C.
to Contract No. NBy(U)-28608

EXHIBIT V

CAPEHART HOUSING PROJECT - MIDDLETOWN, R.I.

SPECIFICATIONS

<u>Meter No.</u>	<u>Size of Meter</u>	<u>Pipe Size</u>	<u>Acct. No.</u>	<u>Location</u>
*6336381	8" x 2"	Connection - 12-in. Main - 24-in.	B-85	Chase's Lane
(1) Hydrant	8"		B-85	

* Supplies 262 family units.

5. Water service furnished on and after 1 July 1961 to U.S. Government Capehart Housing Project located at Chase's Lane, Middletown, Rhode Island, consisting of 262 family units (135 buildings), and shown on Exhibit W attached hereto is hereby made a part of and is included under the said contract.

6. Par. 1 (c)(i) SCOPE AND TERM OF CONTRACT, Page 2,
delete all after 'set forth' in line 4 and add the following:

"as amended by order of the Public Utilities Administrator,
Department of Business Regulation, State of Rhode Island."

7. NONDISCRIMINATION CLAUSE

In connection with the performance of work under this contract,
the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

IN WITNESS WHEREOF, the parties hereto have executed this
Change C to Contract NBy(U)-28608 on 23 January 1962
but as of the day and year first above written.

THE UNITED STATES OF AMERICA

E R [Signature]

R. E. GOR
Gen. CEC

By

For the Chief, Bureau of Harbors
and Locks, Contracting Officer

CITY OF NEWPOME
(Contractor)

By

Charles A. [Signature]
CHARLES A. [Signature]

Title

Manager

CERTIFICATE

I James S. O'Brien certify that I am the
City Solicitor ~~Secretary~~ of the corporation named
as Contractor in the foregoing contract; that Charles A. [Signature]
who signed said contract on behalf of the Contractor was then
Manager of said corporation; that said contract
was duly signed for and in behalf of said corporation by authority
of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

James S. O'Brien
JAMES S. O'BRIEN

TYPEWRITE OR PRINT NAMES
UNDER ALL SIGNATURES

(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. EXCEPT as herein modified, the TERMS AND CONDITIONS of said Contract No. NBy(U)-28608 and the 'LAWTON VALLEY AGREEMENT', a copy of said Agreement attached hereto as Exhibit VI, shall remain in full force and effect.

(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. EXCEPT as herein modified, the TERMS AND CONDITIONS of said Contract No. NBy(U)-28608 and the 'LAWTON VALLEY AGREEMENT'; a copy of said Agreement attached hereto as Exhibit VI, shall remain in full force and effect.

THIS SUPPLEMENTAL AGREEMENT, entered into/as of 1 July 1964, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this Agreement, and the CITY OF NEWPORT, RHODE ISLAND, hereinafter called the Contractor.

WHEREAS, the Government and the Contractor entered into an OPERATING AND MAINTENANCE AGREEMENT known as the "LAWTON VALLEY AGREEMENT" on 23 April 1942, providing for a water supply to certain Government establishments within the Contractor's area of distribution; and

WHEREAS, in furtherance of said Operating and Maintenance Agreement, by contract numbered NBy(U)-28608 dated 1 July 1959, the Contractor agreed to sell to the Government and the Government agreed to purchase from the Contractor water service requested by the Government at the premises served thereunder called the service locations; and

WHEREAS, this contract was further modified by agreement between the parties under Change A dated as of 1 July 1959; Change B dated as of 1 September 1960 and Change C dated 1 November 1961; and:

WHEREAS, the Contractor desires to replace certain water meters with more accurate and suitable types for the service provided; and

WHEREAS, the parties hereto desire to change the minimum charges under the Contractor's water schedule and the minimum charges at specific locations for hydrants and sprinkler service; and

WHEREAS, the parties hereto desire to amend EXHIBIT II of said contract and EXHIBIT V of Change C thereto; and

WHEREAS, the Government "NONDISCRIMINATION IN EMPLOYMENT" clause has been changed to the "EQUAL EMPLOYMENT OPPORTUNITY" clause and the parties hereto desire to substitute it for the one contained in said contract.

NOW, THEREFORE, in consideration of the premises and the mutual benefits and advantages to be derived therefrom, the parties hereto

do mutually agree that by this Change D said Contract NBy(U)-28608, as amended, shall be and it hereby is further amended as follows:

1. Remove existing meters at the following locations and install new meters:

METERS REMOVED

Acct. No.	Service Location	Delivery Zone	Meter Size	Meter Number	Meter Billing Size	Annual Minimum Charge
1. B-86-B	Anchorage South	6	10" x 3"	6154462	3"	115.74
2. B-102-A	Coaster's Harbor Island	7	6" x 2"	6493111	2"	65.54
3. B-102-E	Coaster's Harbor Island	7	8" x 2"	6548191	2"	65.54
4. B-102-F	Coddington Point	7	10" x 3"	6531838	3"	115.74
5. B-86-E	Green's Lane	9	8" x 2"	6554951	2"	65.54
6. B-49-A	Breton Village*	-	4" x 2"	12335595	55-3/4"	1300.46
7. B-85	Capehart Housing	-	8" x 2"	6336381	2"	65.54

*Billed as 55 - 3/4" meters for implied number of house services.

METERS INSTALLED

Acct. No.	Service Location	Delivery Zone	Meter Size	Meter Number	Meter Billing Size	Net Annual Minimum Charge
1. B-86-B	Anchorage South	6	6"	16904553	6"	366.73
2. B-102-A	Coaster's Harbor Island	7	6"	17015749	6"	366.73
3. B-102-E	Coaster's Harbor Island	7	6"	17015750	6"	366.73
4. B-102-F	Coddington Point	7	6"	16904555	6"	366.73
5. B-86-E	Green's Lane	9	6"	16904556	6"	366.73
6. B-49-A	Breton Village*	-	4"	17015747	55-3/4"	300.46
7. B-85	Capehart Housing	-	6"	16904554	6"	366.73

*Billed as 55 - 3/4" meters for implied number of house services.

NOTE: Annual charges for above 6-in. meters are determined as follows:
 Base Charge - \$263.00 plus 13% (34.19) plus 23.4% (469.54) equals \$366.73

2. Discontinue the billing of annual minimum charges at the following Hydrant Service Locations:

<u>Acct. No.</u>	<u>Service Location</u>	<u>Size</u>	<u>Annual Min. Charge</u>
B-86-B (8456)	Anchorage South	10"	97.61
B-102-E (8562)	Training Station Road	8"	76.69
B-85 (11161)	Capehart Housing	8"	76.69

3. Discontinue the billing of annual minimum charges at the following service locations:

<u>Acct. No.</u>	<u>Service Location</u>	<u>Size</u>	<u>Annual Min. Charge</u>
B-102-F	Coddington Point	10"	104.58
B-86-E	Green's Lane	8"	83.67

4. Delete from EXHIBIT II of Change C to the contract the following service locations and specifications:

<u>Acct. No.</u>	<u>Size</u>	<u>Acct. No.</u>	<u>Service Location</u>	<u>Delivery Zone</u>
6518776	10"x3"	B-109-C	Washington Street	2
2037985	4"	B-86-F	Gould Island	10

5. Delete EXHIBIT II of said contract and EXHIBIT V of Change C thereto and substitute in lieu thereof the revised EXHIBITS II and V attached hereto and made a part hereof.

6. Delete the "NONDISCRIMINATION IN EMPLOYMENT" clause and substitute in lieu thereof the following clause:

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer, advising the said labor union of workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. * The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

*Unless otherwise provided, the "Equal Opportunity" clause is not required to be inserted in subcontracts below the second tier, except for subcontracts involving the performance of "construction work" at the "site of construction" (as those terms are defined in the Committee's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the "Equal Opportunity" clause.

EXCEPT as herein modified the terms and conditions of said Contract No. NBy(U)-28608 and the "LAWTON VALLEY AGREEMENT" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this
Change D to Contract NBy(U)-28608 on 30 August 1964
but as of the day and year first above written.

THE UNITED STATES OF AMERICA

A. T. WEEKS
Captain (CEC) US

By

A. T. Weeks
For the Chief, Bureau of Yards
and Docks, Contracting Officer

CITY OF NEWPORT

(Contractor)

By

Charles A. Hambly
Charles A. Hambly
Mayor

CERTIFICATE

I John F. Fitzgerald, certify that I am the
City Clerk ~~Secretary~~ of the corporation named
as Contractor in the foregoing contract; that Charles A. Hambly
who signed said contract on behalf of the Contractor was then
Mayor of said corporation; that said contract
was duly signed for and in behalf of said corporation by authority of
its governing body and is within the scope of its corporate powers.

(Corporate Seal)

John F. Fitzgerald
John F. Fitzgerald
City Clerk

TYPEWRITE OR PRINT NAMES
UNDER ALL SIGNATURES

EXHIBIT II

Service Location and Specifications

Meter No.	Size	Acct.No.	Service Location	Delivery Zone	Pipe Sizes	
					Connect	Main
2362936	6"	B-102	Coaster's Harbor Island	7	-6	12
17015749	6"	B-102A	Coaster's Harbor Island	7	.6	12
6406080	8" x 2"	B-102C	Coaster's Harbor Island	7		*
17015750	6"	B-102E	Coaster's Harbor Island	7	10	12
16904555	6"	B-102F	Coddington Point	7	12	12
5540924	5/8"	M-416A	Ramos Cottage, Maple Ave.	7	3/4	12
2250670	3"	B-101	U.S. Naval Hospital	3	8	12
6493112	6" x 2"	B-101D	U.S. Naval Hospital	3	6	12
6469811	3/4"	B-102D	U.S. Naval Hospital	3	2	12
5451616	6"	B-49	Ft. Adams (Bldg. 417)	2	8	12
6154463	10" x 3"	B-86-A	Anchorage (North)	6	12	24
16904553	6"	B-86-B	Anchorage (South)	6	12	24
14229407	10" x 3"	B-86-C	Anchorage	6	12	24
6092520	6" x 2"	B-101-A	U.S. Naval Hospital	3	8	12
9962724	8" x 2"	B-86-D1	Coddington Cove #10 Gate	9	12	24
16904556	6"	B-86-E	Green's Lane	9	12	12
6536810	10" x 3"	B-85A	Melville Fuel Depot	10	10	24
13610291	5/8"	B-101A-1	Naval Hospital (Chlorinator) ³	3		*
13610292	5/8"	B-101D-1	Naval Hospital (Chlorinator) ³	3		*

*Connected within reservation

Attached to and made a part of
Change D to Contract No. NBy(U)-28608

Sheet 2 of 2

EXHIBIT II

<u>Sprinklers</u>	<u>Ann. Chge.</u>	<u>Hydrants</u>	<u>Ann. Charge</u>
8" - Coddington Cove Acct. #0456A	\$ 83.67	10" - Anchorage Acct. #0453	\$ 97.61
8" - Coddington Point Acct. #6968	83.67	10" - Melville Depot Acct. #085A	97.61
10" - Anchorage Acct. #B-86-C	104.58	6" - Training Sta. Road Acct. #0545	62.75
		6" - Third Street Acct. #1125	62.75
	<u>\$ 271.92</u>		<u>\$ 320.72</u>

Attached to and made a part of
 Change D to Contract No. Wby (U)-28608

EXHIBIT III

NAVAL GARDEN APARTMENTS

Service Location and Specifications

Meter No.	Size of Meter	Size of Service	Register No.	Account No.	Service Location
2323971	1 1/2"	1 1/2"	9700	B-86-AA	Lawrence Street
6479958	1 1/2"	1 1/2"	9697	B-86-BB	Lawrence Street
10617814	1"	1"	9699	B-86-CC	Lawrence Street
10617815	1"	1"	9698	B-86-DD	Lawrence Street
5456602	1 1/2"	* 1" & 1 1/2"	9860	B-86-EE	Chase's Lane
10846412	1 1/2"	* 1" & 1 1/2"	9867	B-86-FF	West Main Road
11295066	1 1/2"	1-1/2"	9869	B-86-GG	Lawrence Street
11295067	1 1/2"	* 1" & 1 1/2"	9866	B-86-IH	West Main Road

* 2- Services - Multiple Dwellings

Attached to and made a part of
Change D to Contract No. NBy(U)-28608

FORM 501
NBy(U)-2860

EXHIBIT IV

BRENTON VILLAGE - FORT ADAMS AREA

SPECIFICATIONS

<u>Size of Meter</u>	<u>Size of Service</u>	<u>Account No.</u>	<u>Location</u>
4"	6"	B-49-A	Near Guard House
---	6"	B-49-A	

REPRODUCED AT GOVERNMENT EXPENSE
FROM THE
NBy(U)-2860
FORM 501
a 13: Lane

- Water service is furnished to 200 family units located in 55 Multiple Dwelling Houses.
- The distribution system within the project area is owned and maintained by the Government and connects with the City of Newport system at or near the Guard house.
- The quantity of water furnished by the City shall be determined by a single 4" meter installed and owned by the City and located at or near the Guard House.
- Rates and charges at this location shall be based on (55) building service connections without regard to number of meters actually installed.

Sec. 8. The provisions of this act shall not take effect, until the voters of the town of East Providence qualified to vote on the imposition of a tax, shall at a regular or special town meeting, duly called during the year 1953, vote to accept the provisions of this act. All acts and parts of acts inconsistent herewith are hereby repealed.

CHAPTER 3092.

H 970
Approved
April 17, 1953.
AN ACT IN AMENDMENT OF SECTION 4, AND IN ADDITION TO CHAPTER 2072 OF THE PUBLIC LAWS, 1933, ENTITLED "AN ACT AUTHORIZING THE CITY OF NEWPORT TO ACQUIRE THE PROPERTY OF THE NEWPORT WATER CORPORATION AND THE NEWPORT WATER WORKS," AS AMENDED.

It is enacted by the General Assembly as follows:

SECTION 1. Section 4 of chapter 2072 of the public laws, 1933, entitled "An act authorizing the city of Newport to acquire the property of the Newport Water Corporation and the Newport Water Works", as amended by chapter 2162 of the public laws, 1934, is hereby further amended to read as follows:

"Sec. 4. If said city acquires that part of said property located in the towns of Middletown, Portsmouth, Little Compton and Riverton, said city shall continue to use the same for the purposes for which it is now used and the public utility administrator created by chapter 122 of the general laws, as amended, shall have the same power over the service given and rates charged in said city and in said towns as said administrator has over other public utilities."

Continued use
and control
upon acqui-
sition.

Sec. 2. Said chapter 2072 of the public laws, 1933, as amended, is hereby further amended by renumbering section 6 thereof to read section 11, and by adding thereto the following sections:

"Sec. 6. In order to extend and enlarge the present water system and to assure and provide an adequate and sure water supply in the future for the inhabitants of said city of Newport and other towns supplied by it, said city of Newport, in addition to the powers granted in section 1 of this chapter, is hereby authorized and empowered to acquire by purchase or condemnation in substantial compliance with chapter 637 of the general laws, as amended, and to hold, use and permanently appropriate in said city (or in the town of Little Compton) any land, water, rights of water and of way necessary and proper to be used in furnishing and enlarging any such water supply including sites and material for dams, reservoirs, pumping stations and other buildings necessary for said purpose, with right of way thereto, and right of way for water pipes and utility service along and across public highways and through private lands, and including also lands covered or to be flowed by water, or to be in any other way used in furnishing, enlarging or maintaining any such water supply; and to operate the same together with any enlargement or extension hereinafter acquired as a water supply system and said city is hereby given all the powers necessary or proper to carry out the grants herein authorized; and is hereby authorized and empowered to furnish the towns of Little Compton, Riverton, Portsmouth and/or Middletown, and/or any one or more of said towns, with water from any district located in any of said towns, with water

Additional
acquisition
authorized.

from said enlarged system upon request and at fair and reasonable rates. And if any change in any highway shall be required for the accommodation of such water supply, then such city may alter the grade of such highway or construct a bridge therein, under the direction of the town or city council, as the case may be, where such change is made.

"Sec. 7. Said city of Newport is hereby authorized and empowered to enter into a contract to furnish and supply water for the use of any person, firm or corporation located in said city or any of the towns of Little Compton, Portsmouth, Tiverton or Middletown for a period not exceeding fifty years on such terms and conditions and in such quantities and amounts and at such rates as said city of Newport may deem to be for the best interest of said city and in order to carry out any such contract and in order to maintain, acquire and assure an adequate water supply for the inhabitants of said city and towns, and for such purposes is hereby authorized and empowered to extend and enlarge from time to time the existing water supply system.

"Sec. 8. Said city of Newport is hereby authorized and empowered to enter into an agreement with the United States of America or any agency of the federal government to maintain and operate the Nonquit pond reservoir in the town of Tiverton and the pumping station at Nonquit pond dam; the necessary water main extending from Nonquit pond to the shores of the Saconnet river, so-called, under and across said river and through the town of Portsmouth and connecting with the water system of said city of Newport and/or to

Contracts for supply of water.
Agreement with federal government for Nonquit reservoir.

acquire the same by purchase or otherwise and thereafter to own, and operate and supply water from the same as part of said water system in said city and towns.

"Sec. 9. Such agreements, purchases or acquisitions authorized under sections 7 and 8 hereof when authorized by the representative council, or by any other body of the city of Newport taking the place of said representative council, shall be executed in behalf of the city by the mayor.

"Sec. 10. The city of Newport is hereby authorized and empowered to fulfill and discharge all obligations assumed by it under said agreements authorized in sections 7 and 8 hereof and to exercise all rights granted to it under said agreements."

Sec. 3. The question of the acceptance or rejection of this act shall be submitted to the qualified electors of the city of Newport at a special election to be held on May 12, 1953, notwithstanding the provisions of any general or special law, which shall be called by the board of canvassers of said city, and no bonds shall be issued under the authority of this act unless a majority of said electors voting on said question upon paper ballots at said special election shall vote to accept this act. The number of polling places to be provided for each ward shall be determined by the board of canvassers. The said board of canvassers shall notify the secretary of state of the result of the vote upon the question submitted.

Agreements, how executed.

Rights and duties of Newport.

Referendum.

Act effective,
when.

Sec. 4. This section and section 3 shall take effect upon their passage and the remainder of this act shall take effect when a majority of the qualified electors of the city of Newport voting on such question at the election at which it is submitted shall approve this act.

CHAPTER 3093.

AN ACT AUTHORIZING THE CITY OF NEWPORT TO ISSUE BONDS IN THE AMOUNT OF ONE MILLION DOLLARS FOR THE PURPOSE OF INCREASING THE WATER SUPPLY.

R 971
Approved
April 17, 1953.

It is enacted by the General Assembly as follows:

Bonds author-
ized.

SECTION 1. The city of Newport is hereby authorized and empowered, in addition to and not in substitution for authority previously granted, to issue, in addition to the bonds heretofore issued and outstanding under its corporate name and seal, bonds in serial form to an amount not exceeding one million dollars. Said bonds shall be of the denomination of not less than one hundred dollars nor more than ten thousand dollars each, shall bear interest at a rate not exceeding five per centum per annum payable semi-annually, the principal thereof and interest thereon shall be payable in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, and the debts secured by said bonds shall be obligatory on said city in the same manner and to the same extent as other debts lawfully contracted by said city. The dates of maturity of said bonds shall in no case be more than fifty years after the date of issue and not more than thirty thousand dollars

of said bonds shall become due and payable in any one year; *provided, however,* that no bonds issued under the provisions of this act shall mature later than the year 2005.

Sec. 2. Said bonds shall be signed by the city treasurer and countersigned by the city clerk of the city of Newport and shall be issued and sold at such times and in such amounts as the representative council of said city shall determine; *provided, however,* that the premiums, if any, arising from the sale of said bonds shall be applied to the payment of the principal of said bonds in the order of maturity. The proceeds arising from the sale of the bonds authorized by this act shall be delivered to the city treasurer and such proceeds, except as hereinbefore provided in respect to the premiums arising from the sale thereof, shall be used upon the direction of, and as specified by the representative council of said city for the acquisition of land, rights of way, water rights, and dams, in connection with and the erection and construction of an enlargement of the water supply system of the city of Newport. No purchaser of any of said bonds, however, shall be in any way responsible for the proper application of the proceeds derived from the sale thereof.

Sec. 3. The city of Newport is hereby authorized and empowered to borrow temporarily upon the credit of the city from time to time such sums as may be fixed by the representative council and to issue temporary notes therefor, the proceeds of which shall be used only for the purposes specified in section 2 hereof. Each such issue may be for a period of not more than three years, and notes issued under this section for a shorter

How enacted.

Proceeds.

Temporary
notes.

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-6: Please provide a listing of all vehicles (passenger, service, truck, construction, etc) assigned to or owned by NWD. Please include vehicle year, date of purchase, make, body type, acquisition value/cost and use within NWD.

Response: Please see the attached listing.

Prepared by: L.Sitrin

water DIVISION
 Vehicle listing
 PWFD 4-6

YEAR	MAKE	MODEL	DESCRIPTION	PURCHASE DATE		PRICE	DEPT.	ACCOUNTS
				MONTH	YEAR			
00	Ford	Taurus	Car	7-Mar	00	15,097.00	Distribution	02241
01	Freightliner	F-70	Dump Truck	13-Apr	00	50,360.00	Distribution	02241
00	Chev	G-15	Van	27-Jun	00	17,703.00	Meter Dept.	02209
00	Chev	C-3500	Stake Body with Hoist	6-May	00	33,889.00	Distribution	02241
00	Big Tex	BIW10PI-20	Flat bed Trailer	1-Nov	00	3,555.00	Source of Supply	02212
01	Chev	S-10	Pick-up	19-Apr	01	14,168.00	Distribution	02241
01	Chev	C-10	Pick-up	01-Mar	01	15,251.00	Distribution	02241
01	Chev	C-10	Pickup Truck	01-Mar	01	15,251.00	Meter	02209
04	Chev	G30	Cube Van	30-Jul	04	23,056.00	Distribution	02241
05	Peque	612T	12 Foot Trailer	27-Jun	05	2,325.00	Source of Supply	02212
04	Chev	K-3500 Dump	4 WD with snowplow	26-Jul	04	21,729.00	Source of Supply	02212
04	Chev	Silverado C15	Pick-up	7-Apr	04	14,110.00	Distribution	02241
07	Ford	Fusion	4 door sedan	10-Nov	06	8,272.40	Director	02200
02	Ing. Rand	P 185WJD	Trailered Air Compresso	21-May	02	12,416.00	Distribution	02241
04	Chev	2500HD Silverado	Crew Cab Pickup	5-May	04	24,381.00	Source of Supply	02212
04	Chev	CS10 Colorado	Pick-up	24-May	04	16,176.00	Water Plant	02222
06	Trackless Ve	MT5	Tractor	30-Aug	06	103,349.00	Source of Supply	02212
04	Chevrolet	Colorado	Pick-up	24-May	04	12,176.00	Meter Dept.	02209
04	Chevrolet	Silverado	K2500 4WD	8-Apr	04	20,764.00	Distribution	02241
04	Ing-Rand	P 185WJD	Air compressor	30-Jun	04	12,140.00	Distribution	02241
04	Chev	Colorado	meter	24-May	04	12,176.00	Meter Dept.	02209
87	Ford	655A	Back-hoe	20-Jun	88	38,698.00	Distribution	02241
04	Chev	Colorado	Pick-up Truck	24-May	04	12,176.00	Lawton Valley	02223
04	Bobcat	S 150	loader	24-Jun	04	25,260.00	Source of Supply	02212
00	Dew Eze	ATM 72	Mower	4-Oct	00	26,950.00	Source of Supply	02212
04	Dew Eze	ATM72	Mower	25-Mar	04	28,307.56	Source of Supply	02212

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-7: From the annual reports, it appears that in FY-05, NWD retired \$493,628 of transportation equipment. Please provide a listing of this retired equipment. Please include vehicle year, date of purchase, date of retirement, make, body type, acquisition value/cost, resale value and use within NWD.

Response: The Finance Department compared the fixed asset schedule to the current listing of vehicles and determined that many older vehicles were disposed of over a number of years, and the fixed asset schedule was not revised to reflect those disposals. Thus, all previously disposed of vehicles were written off in FY2005. They include:

1981 vehicle acquired for \$18,255.00
1983 Locate-a-leak equipment purchased on 11/5/1982 for \$56,852.00
1983 reconditioning of director's auto for \$2,677.74
1984 Oldsmobile pickup acquired for \$7,736.98
1985 Dodge Omni acq for \$3,330.00
1985 Ford Rangers (2) acq. for \$29,600.00
1986 Ford F-150 Pick-ups (2) acq. for \$19,466.00
1987 Ford vehicle acq for \$15,545.00
1987 Cargo Van acq for \$10,899.00
1987 GMC Dumptruck acq for \$32,287.00
1987 GMC V-3500 acq for \$19,662.00
1988 (2) Ford vehicles acq for \$18,262.91
1980 Ford 655A Tractor purchased in 1989 for \$38,698.00
1993 Ford F Pick-ups (4) acq for \$42,902.00
1993 Ford Tempo acq for \$4,797.50
1993 Chevy Fleetside acq for \$99,999.34
1994 Ford Ranger acq for \$10,386.00
1995 GMC Sierra acq for \$19,056.00
1995 Chevy S10 acq for \$12,584.53
1995 Chevy G-Van acq for \$12,464.00
1994 Marine equipment for reservoirs acq for \$1,565.00
1996 8' plow for 1995 Chevy C-3500 acq for \$2,945.00
1996 Chevy pick-up acq for \$13,657.00

Prepared by: Laura Sitrin

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-8: NWD annual reports (2005 and 2006) do not appear to show vehicle acquisitions under "Plant". Please explain where vehicle acquisitions are included in the annual reports.

Response: The City of Newport implemented a system several years ago where Departments "lease" vehicles from the City's equipment replacement. As a result, the vehicle purchase budget line became "Transfer to Equipment Replacement". This amount, while considered capital for rate filing purposes, is not considered capital for financial reporting purposes. The Transfer to Equipment Replacement amount is included in administration materials and supplies on page 34 of the Annual Reports.

Prepared by: Laura Sitrin

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-9: Please provide data that shows the basis for allocation of Administrative Secretary Salary Costs.

Response: The Administrative Secretary salary is allocated as follows:

Water – 70 %
Water Pollution Control – 10 %
Public Works- 20 %

Provided by: Karen Garcia

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-10: Please provide a description by year of those locations and/or customer classes selected to get remote radio read meters. Please provide the criteria used to select these locations/customer classes.

Response: It is unclear if this question refers to remote radio read meters already in place as referred to in Newport's response to PWFD 1-15, or remote radio read meters Newport anticipates installing in the future.

If this question refers to remote radio read meters already in place, as Harold Smith stated in Newport's response to PWFD 1-15, the location of radio read devices currently installed on 53 meters, including meters located at some of the major hotels, marinas and large houses on Ocean Avenue, was based on input from Harold Smith as influenced by his conversation with Christopher Woodcock for the purpose of collecting data for a demand study.

If this question refers to Newport's plans for the future, then our current plan is as follows:

The NWD meter reading department has 15 commercial routes consisting of approximately 1,323 accounts, which are read monthly and 99 residential routes totaling approximately 13,028 accounts, which are read three times per year. It is the intent of the NWD to complete the commercial accounts in the first two years of the program. The residential account conversion will start in year two and be completed within four years. NWD will work on an individual route until completed, and then move on to the next route. Routes will be chosen based upon accounts that have had an extensive history of estimated reads.

Prepared by: Ken Mason

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-11: Regarding NWD's response to Div. 1-19:

- a. In light of the substantial actual and projected increases in Worker's Compensation insurance as detailed in NWD's response, please explain what steps NWD is taking to mitigate this escalating cost, including soliciting other coverage and reducing claims.
- b. Please provide the cost of the exit penalties if NWD were to leave the Trust.
- c. It is our understanding that the Trust has issued its Worker's Compensation quotes for FY-08.
 1. If so, provide a copy of the quote.
 2. If not, please solicit and provide a written quote or estimate from the Trust.
- d. Based on the quote or estimate, please provide an estimate of the NWD Share for FY-08 Worker's Compensation Insurance.

Response:

- a) The City provides safety training, on-going education and safety gear in an attempt to minimize injuries. The Water Department rate had not changed since at least FY2002 through FY2006. However, the salaries have increased leading to an increase in costs. The Trust issued a report on January 22, 2007 based on Worker's Compensation Payroll Audits for Policy Year 2005-06. This report indicated that the Water Department Premium for FY2006 was \$64,783.32. The Water Department actually paid \$58,301.00 in FY2006. All things being equal, the Water Department FY2007 premium should be \$86,366.58. The actual amount paid in FY2007 was \$59,582.32, a deficit of \$26,784.26. The Water Fund's share of the Trust's estimated FY2008 premium would be \$87,489.35. The rate filing includes a worker's compensation premium of \$76,000.00
- b) The cost of exit penalties for the City of Newport along with all of its departments is on the attached document. Newport Water is one of many City of Newport departments.
- c) A written estimate of premium costs is attached.
- d) See a) above.

Prepared by: Laura Sitrin

Sitrin, Laura

From: Colleen Bodziony [cbodziony@ritrust.com]
Sent: Monday, April 23, 2007 1:20 PM
To: Sitrin, Laura
Subject: RE: City of Newport PUC Filing

Hi Laura,

Pursuant to our discussion on April 17, 2007, the following summarizes the estimated Property/Liability and Workers' Compensation premiums for Policy Year 2007-2008 for the City of Newport. I would be happy to review this information with you in person to review the increases. The following represents our estimated premium quotations for the City of Newport (including the Water Fund Share) for Policy Year 2007-2008. Please note that these figures represent estimates only. Actual premiums will be determined based on the City and Water Department's renewal submission for Policy Year 2007-2008.

City of Newport -- Estimated Policy Year 2007-2008 premiums

Line of Coverage	Actual Policy Year 06-07	Estimated Policy Year 07-08
Property/Liability	\$578,786	\$636,665
Excess Liability	\$ 53,722	\$ 59,464
Skate Park and Property Added Back by Endorsement	\$ 309	\$ 310
Flood - NFIP Policies (not paid to Trust)	\$ 42,129	\$ 43,000
Workers' Compensation	\$296,531	\$300,435
Billed Premium	\$971,477	\$1,039,874

In accordance with The Trust's Bylaws and Membership Participation Agreement, notice must be provided to The Trust prior to May 1, 2007 of the City of Newport's possible intent to withdraw from the Workers' Compensation and/or Property/Liability Pools. Should the City of Newport elect to withdraw from participation from The Trust, then an Exit Capitalization Fee would be due. If the City departs the Workers' Compensation Pool, the approximate Exit Capitalization Fee amount is \$74,133. In addition, the City retains continuing financial responsibility for any workers' compensation audit adjustment applicable to the Policy Year in which it elects to leave. If the City departs the Property/Liability Pool, the approximate Exit Capitalization Fee amount is \$158,204.

Call me with any questions.

4/25/2007

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-12: Please provide a schedule that shows capital costs as incurred by project for FY-05 and FY -06 that ties-out to data as furnished in the respective Annual Reports to the PUC.

Response: Attached are the requested schedules PWFD 4 -12a and PWFD 4 -12b for FY2005 and FY 2006.

Provided by: Karen Garcia

City of Newport - Water Fund

Schedule PWFD 4 -12a

Reconcile to Page 11 Annual Report FY2005

Vendor	G/L	Ref	Amount	Name
Fielding Construction		015-500-02223-0850	5,700.00	LV Sedimentation Basin
Fielding Construction		015-500-02223-0850	78,375.00	LV Sedimentation Basin
Fielding Construction		015-500-02223-0850	79,325.00	LV Sedimentation Basin
Fielding Construction		015-500-02223-0850	20,919.95	LV Sedimentation Basin
Fielding Construction		015-500-02223-0850	31,782.25	LV Sedimentation Basin
R/P			11,373.80	
		Subtotal	227,476.00	
Hart Engineering		015-500-02223-0850	64,980.00	Chlorine Feed Improvements @ LV
Hart Engineering		015-500-02223-0850	4,995.00	Chlorine Feed Improvements @ LV
Hart Engineering		015-500-02223-0850	7,775.00	Chlorine Feed Improvements @ LV
Camp Dresser McKee		015-500-02223-0435	14,500.00	Chlorine Feed Improvements @ LV
		Subtotal	92,250.00	
Agrees to Line 19			319,726.00	
CH Nickerson		015-500-02222-0435	47,420.61	Station One Improvements
CH Nickerson		015-500-02222-0435	43,565.53	Station One Improvements
CH Nickerson		015-500-02222-0435	50,525.98	Station One Improvements
CH Nickerson		015-500-02222-0435	8,550.00	Station One Improvements
CH Nickerson		015-500-02222-0435	1,729.95	Station One Improvements
CH Nickerson		Acct payable	24682.12	Station One Improvements
		Subtotal	176,474.19	
Agrees to Line 19				
Nuwater Inc		015-500-02222-0435	35,233.20	Paradise Pump Improvements
Nuwater Inc		015-500-02222-0435	147,546.00	Paradise Pump Improvements
Nuwater Inc		015-500-02222-0435	107,938.80	Paradise Pump Improvements
Nuwater Inc		015-500-02222-0435	99,076.50	Paradise Pump Improvements
Nuwater Inc		015-500-02222-0435	66,775.50	Paradise Pump Improvements
Nuwater Inc		015-500-02222-0435	14,012.50	Paradise Pump Improvements
Nuwater Inc		015-500-02222-0435	24,767.25	Paradise Pump Improvements
Agrees to Line 28		Subtotal	495,349.75	

City of Newport - Water Fund

Schedule PWFD 4-12a

Reconcile to Page 11 Annual Report FY2005

Vendor	Ref	Amount	Name
Weston & Sampson	015-500-02212-0435	11,037.04	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	4,888.95	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	6,028.55	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	9,156.38	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	4,727.97	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	12,107.79	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	5,010.69	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	7,376.44	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	10,412.47	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	7,860.58	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	3,461.37	Paradise Pump & Station One Eng. services
Weston & Sampson	015-500-02212-0435	3,840.95	Paradise Pump & Station One Eng. services
	Subtotal	85,909.18	
Maguire Group Inc.	015-500-02223-0435	9,740.80	PUC Joint Study
Maguire Group Inc.	015-500-02223-0435	24,989.85	PUC Joint Study
Camp Dresser McKee, Inc	015-500-02223-0435	59,096.52	Compliance Evaluation
Camp Dresser McKee, Inc	015-500-02223-0435	35,065.00	Short term improvements Chloramines
Camp Dresser McKee, Inc	015-500-02223-0435	17,497.00	Short term improvements Chloramines
Camp Dresser McKee, Inc	015-500-02223-0435	3,847.45	Short term improvements Chloramines
	Subtotal	150,236.62	
Agrees to line 52		236,145.80	
Warwick Winwater	015-500-02245-0853	31,431.00	Hydrants
Agrees to line 37	Subtotal	31,431.00	
TI Sales, Inc	15-500-2209-444	10,249.00	Meters
TI Sales, Inc	15-500-2209-444	5,737.00	Meters
TI Sales, Inc	15-500-2209-444	2,261.80	Meters
TI Sales, Inc	15-500-2209-444	1,586.00	Meters
TI Sales, Inc	15-500-2209-444	7,401.80	Meters
Agrees to line 35	Subtotal	27,235.60	

City of Newport - Water Fund

Schedule PWFD 4 - 12a

Reconcile to Page 11 Annual Report FY2005

Vendor	G/L	Ref	Amount	Name
Boyle & Fogerty		015-500-02241-0850	55,655.06	Ocean Ave water mains
Boyle & Fogerty		015-500-02241-0850	228,584.47	Ocean Ave water mains
Boyle & Fogerty		015-500-02241-0850	284,937.35	Ocean Ave water mains
Boyle & Fogerty		015-500-02241-0850	54,998.49	Ocean Ave water mains
Boyle & Fogerty		015-500-02241-0850	77,840.62	Ocean Ave water mains
Boyle & Fogerty		015-500-02241-0850	169,405.18	Ocean Ave water mains
Boyle & Fogerty		Retainage payable	56,612.84	Ocean Ave water mains
Boyle & Fogerty		015-500-02241-0850	204,222.81	Ocean Ave water mains Eng Services
Boyle & Fogerty		015-500-02241-0850	12,314.11	Ocean Ave water mains Eng Services
Earth Tech # 1		015-500-02241-0850	3,846.63	Ocean Ave water mains Eng Services
Earth Tech # 1		015-500-02241-0850	1,055.10	Ocean Ave water mains Eng Services
Earth Tech # 1		015-500-02241-0850	2,542.50	Ocean Ave water mains Eng Services
Earth Tech # 1		015-500-02241-0850	2,239.77	Ocean Ave water mains Eng Services
Earth Tech # 1		015-500-02241-0850	7,964.19	Ocean Ave water mains Eng Services
Earth Tech # 1		015-500-02241-0850	9,188.34	Ocean Ave water mains Eng Services
Earth Tech # 1		015-500-02241-0850	2,265.00	Ocean Ave water mains Eng Services
Earth Tech # 1		015-500-02241-0850	51,955.44	Ocean Ave water mains Eng Services
JAM Construction		015-500-02241-0850	4,643.79	Water Trench restoration
JAM Construction		015-500-02241-0850	5,016.19	Water Trench restoration
Town of Portsmouth		015-500-02241-0850	29,789.13	Road restoration F/M for LY residuals
		Subtotal	1,265,077.01	
City of Newport _ Special Detail		015-500-02241-0883	4,257.95	Ocean Ave water mains
City of Newport _ Special Detail		015-500-02241-0883	3,575.42	Ocean Ave water mains
City of Newport _ Special Detail		015-500-02241-0850	11,225.92	Ocean Ave water mains
City of Newport _ Special Detail		015-500-02241-0850	4,612.50	Ocean Ave water mains
City of Newport _ Special Detail		015-500-02241-0850	2,025.00	Ocean Ave water mains
City of Newport _ Special Detail		015-500-02241-0850	7,177.50	Ocean Ave water mains
City of Newport _ Special Detail		015-500-02241-0850	34,965.00	Ocean Ave water mains
City of Newport _ Special Detail		015-500-02241-0850	2,047.50	Ocean Ave water mains
General Treasurer _ RI		015-500-02241-0850	270.00	Ocean Ave water mains
		Subtotal	70,156.79	
General Treasurer _ RI		015-500-02241-0850	55,403.47	
		Subtotal	55,403.47	
			1,390,637.27	

Agrees to line 34

City of Newport - Water Fund

Schedule PWFD 4 - 12b

Reconcile to Page 11 Annual Report FY2006

Vendor	G/L#	Amount	Name
Earth Tech # 1	015-500-02241-0850	-9,188.34	Ocean Ave water mains Eng service
Earth Tech # 1	015-500-02241-0850	3,783.00	Ocean Ave water mains Eng service
Earth Tech # 1	015-500-02241-0850	221.77	Ocean Ave water mains Eng service
Earth Tech # 1	015-500-02241-0850	534.09	Ocean Ave water mains Eng service
Earth Tech # 1	015-500-02241-0850	1,135.22	Ocean Ave water mains Eng service
Earth Tech # 1	015-500-02241-0850	3,089.50	Ocean Ave water mains Eng service
Earth Tech # 1	015-500-02241-0850	1,169.28	Ocean Ave water mains Eng service
Earth Tech # 1	015-500-02241-0850	4,373.08	Ocean Ave water mains Eng service
Earth Tech # 2	015-500-02241-0850	6,253.76	Ocean Ave water mains Eng service
Earth Tech # 2	015-500-02241-0850	4,895.61	Ocean Ave water mains Eng service
Earth Tech # 2	015-500-02241-0850	1,480.65	Ocean Ave water mains Eng service
Earth Tech # 2	015-500-02241-0850	2,291.83	Ocean Ave water mains Eng service
Earth Tech # 2	015-500-02241-0850	2,485.17	Ocean Ave water mains Eng service
Earth Tech # 2	015-500-02241-0850	669.62	Ocean Ave water mains Eng service
Earth Tech # 2	015-500-02241-0850	790.92	Ocean Ave water mains Eng service
Earth Tech # 2	015-500-02241-0850	1,015.97	Ocean Ave water mains Eng service
Earth Tech # 2	015-500-02241-0850	2,561.78	Ocean Ave water mains Eng service
Earth Tech # 2	015-500-02241-0850	2,307.00	Ocean Ave water mains Eng service
Earth Tech # 3	015-500-02241-0850	2,493.73	Ocean Ave water mains Eng service
Earth Tech #3	015-500-02241-0850	1,392.15	Ocean Ave water mains
JAM Construction	015-500-02241-0850	46,916.32	Water Trench restorations
JAM Construction	015-500-02241-0850	2,977.70	Water Trench restorations
Boyle & Fogerty	015-500-02241-0850	113,355.42	Ocean Ave water mains Construction
Boyle & Fogerty	015-500-02241-0850	171,554.43	Ocean Ave water mains
Boyle & Fogerty	015-500-02241-0850	122,706.32	Ocean Ave water mains
Boyle & Fogerty	015-500-02241-0850	27,365.92	Ocean Ave water mains
Boyle & Fogerty	015-500-02241-0850	32,963.58	Ocean Ave water mains
Boyle & Fogerty	015-500-02241-0850	8,950.00	Ocean Ave water mains
Boyle & Fogerty	015-500-02241-0850	56,033.24	Ocean Ave water mains
Boyle & Fogerty	015-500-02241-0850	4,720.28	Ocean Ave water mains
Boyle & Fogerty	015-500-02241-0850	43,647.79	Ocean Ave water mains
Boyle & Fogerty	015-500-02241-0435	53,875.67	Ocean Ave water mains
Boyle & Fogerty	015-500-02241-0883	187,869.63	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0883	149,391.60	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0883	212,518.12	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0850	1,530.00	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0850	2,047.50	Ocean Ave water mains

City of Newport - Water Fund

Schedule PWFD 4 -12b

Reconcile to Page 11 Annual Report FY2006

Vendor	G/L#	Amount	Name
City of Newport _ Special Detail	015-500-02241-0850	13,005.00	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0850	6,660.00	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0850	7,627.50	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0850	7,830.00	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0850	9,427.50	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0850	2,227.50	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0850	3,105.00	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0850	6,547.50	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0850	3,937.50	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0883	11,182.50	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0883	7,852.50	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0883	16,312.50	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0883	9,652.50	Ocean Ave water mains
City of Newport _ Special Detail	015-500-02241-0457	29,900.00	Leak detection equip
Fluid Conservation Systems	015-500-02241-0883	379,342.60	Reservoir Rd water tank improve. Construction
Amstar of Western NY Inc	015-500-02241-0883	19,478.57	RIDOT East Main Rd
General Treasurer _ RI	015-500-02241-0850	4,000.00	LV residual Wetlands submission
General Treasurer _ RI	015-500-02241-0850	300.00	LV residual Order of Approval
Agrees to Line 34		1,810,567.98	
Weston & Sampson	015-500-02212-0435	2,032.13	Paradise Pump & Station One Improvements
Weston & Sampson	015-500-02212-0435	1,767.92	Paradise Pump & Station One Improvements
Weston & Sampson	015-500-02212-0435	549.37	Paradise Pump & Station One Improvements
Weston & Sampson	015-500-02212-0435	937.44	Paradise Pump & Station One Improvements
Weston & Sampson	015-500-02212-0435	497.04	Paradise Pump & Station One Improvements
	Subtotal	5,783.90	
Weston & Sampson	015-500-02241-0850	1,337.36	Reservoir Rd water tank improve. Engineer
Weston & Sampson	015-500-02241-0850	2,172.73	Reservoir Rd water tank improve. Engineer
Weston & Sampson	015-500-02241-0850	1,792.52	Reservoir Rd water tank improve. Engineer
Weston & Sampson	015-500-02241-0850	3,441.27	Reservoir Rd water tank improve. Engineer
Weston & Sampson	015-500-02241-0850	4,510.18	Reservoir Rd water tank improve. Engineer
Weston & Sampson	015-500-02241-0850	3,617.10	Reservoir Rd water tank improve. Engineer
	Subtotal	16,871.16	

City of Newport - Water Fund

Schedule PWFD 4 - 12b

Reconcile to Page 11 Annual Report FY2006

Vendor	G/L #	Amount	Name
Maguire Group Inc	015-500-02223-0850	61,253.80	Joint Study
Camp Dresser McKee, Inc	015-500-02223-0850	27,990.00	Short Term Improvements Chloramines
Camp Dresser McKee, Inc	015-500-02223-0850	15,064.00	Short Term Improvements Chloramines
Camp Dresser McKee, Inc	015-500-02223-0850	17,876.00	Short Term Improvements Chloramines
Camp Dresser McKee, Inc	015-500-02223-0850	33,908.00	Short Term Improvements Chloramines
	Subtotal	156,091.80	
Camp Dresser McKee, Inc	015-500-02222-0435	3,164.00	Short Term Improvements Chloramines
Camp Dresser McKee, Inc	015-500-02222-0435	3,198.00	Short Term Improvements Chloramines
Camp Dresser McKee, Inc	015-500-02223-0448	13,794.00	Short Term Improvements Chloramines
Maguire Group Inc	2223-0435	67,025.00	LV residual & St. Mary's Raw Water Main
	Subtotal	67,025.00	
Agrees to Line 52		265,927.86	
Eastern Pipe & Engineering	15-500-2212-438	88,568.54	LV Intake Structure
Eastern Pipe & Engineering	15-500-2212-438	44,086.79	LV Intake Structure
Eastern Pipe & Engineering	15-500-2212-438	32,435.09	LV Intake Structure
Eastern Pipe & Engineering	15-500-2212-438	25,259.58	LV Intake Structure
Eastern Pipe & Engineering	15-500-2212-438	1,280.00	LV Intake Structure
	Subtotal	191,630.00	
Agrees to line 26			
Warwick Winwater Works	15-500-2245-853	3,800.00	Hydrants
Warwick Winwater Works	15-500-2245-853	22,340.00	Hydrants
Warwick Winwater Works	15-500-2245-853	9,100.00	Hydrants
Warwick Winwater Works	15-500-2245-853	3,240.00	Hydrants
	Subtotal	38,480.00	
Agrees to line 37			
TI Sales, Inc	15-500-2209-444	15,996.80	Meters

City of Newport - Water Fund

Schedule PWFD 4 -12b

Reconcile to Page 11 Annual Report FY2006

Vendor	GI/#	Amount	Name
TI Sales, Inc	15-500-2209-444	8,420.00	Meters
TI Sales, Inc	15-500-2209-444	8,460.00	Meters
TI Sales, Inc	15-500-2209-444	2,339.01	Meters
TI Sales, Inc	15-500-2209-444	18,865.00	Meters

Agrees to line 36

54,080.81

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-13: Please provide a schedule that shows any revenue from disposition of scrap metal and retired vehicles for FY-05 and FY-06 and a description of where that revenue is reflected in the respective Annual Reports to the PUC and in the schedules for the FY-08 rate year.

Response: There was no sale of scrap metal, surplus equipment or vehicles in FY2005.

A 1992 Ford 350 Van was sold in FY2006 for \$2,502.00. This amount was netted into Line 27 on page 6 of the FY2006 Annual Report.

No revenues from the sale of scrap metal, surplus equipment or vehicles are anticipated in the rate year.

Prepared by: Laura Sitrin

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-14: Regarding NWD's response to Div. 1-23, on chemicals:

a. Please update both attachments on historical chemical use to include lime.

b. The most recent Progress Report No. 8 from NWD appears to indicate that the construction and implementation of the pH stability plan (i.e, the switchover from lime to sodium hydroxide) will be completed on November 1, 2007. Please confirm that this project is on schedule to be on-line by this date, and if not, please provide an updated schedule.

Response: Please see attached worksheet for chemical usage at Station 1 and Lawton Valley, including lime as requested.

The construction documents for the implementation of the switchover from lime to sodium hydroxide for pH adjustment has received a Certificate of Approval from the RIDOH is ready for advertising for bids. The CWFA has approved funding of this construction project. A Division filing is being prepared for approval to enter into a financing agreement with CWFA. Completion of the project is scheduled for six months after contract signing. Assuming all approvals are in place to advertise in July 2007, NWD estimates completion of this project in February 2008.

Prepared by: Ken Mason

City of Newport Water Department Docket No. 3818
PWFD 4-14

Chemical Usage Station #1

	Sodium Chlorite	Alum	Chlorine	Fluoride	Polymer	Lime
FY 04						
July	8,538	37,233	5,560	1,527	100	18,835
August	9,514	46,103	5,790	1,522	100	24,280
September	9,891	39,119	4,740	1,291	150	17,544
October	8,034	30,874	3,890	1,370	50	15,170
November	6,468	28,000	4,250	1,495	100	14,733
December	5,194	22,907	3,690	1,546	100	12,688
January	4,752	27,853	3,630	2,102	100	15,579
February	3,771	28,769	3,590	2,062	100	17,895
March	5,019	30,316	3,840	2,200	150	19,184
April	5,974	33,626	4,150	2,183	150	20,724
May	7,566	30,440	4,270	1,649	100	16,451
June	8,444	35,743	4,430	1,602	150	14,914
Total	83,165	390,983	51,830	20,549	1,350	207,997
FY05						
July	11,578	43,961	6,380	1,720	150	26,307
August	10,087	43,108	6,070	1,598	100	24,106
September	9,672	40,554	7,490	1,535	100	23,361
October	7,945	44,296	6,960	1,937	150	23,558
November	4,142	29,867	5,540	1,620	150	15,686
December	3,105	33,458	4,430	1,884	100	15,620
January	3,236	35,872	3,870	2,044	150	15,865
February	2,824	32,967	3,650	1,917	110	15,854
March	3,072	29,597	3,640	2,058	165	15,494
April	4,212	26,644	4,260	1,878	110	15,891
May	4,355	29,533	5,250	1,713	165	16,997
June	5,060	30,137	5,250	1,716	165	17,497
Total	69,288	419,994	62,790	21,620	1,615	226,236
FY06						
July	7,165	44,707	5,640	1,872	100	22,071
August	9,013	48,346	5,860	1,869	200	26,915
September	7,862	31,536	5,054	1,528	50	20,250
October	7,786	17,597	4,670	1,414	105	13,888
November	7,193	14,488	4,240	1,411	110	12,688
December	3,652	19,182	3,170	1,431	110	11,782
January	3,299	15,697	2,790	1,294	55	9,865
February	2,899	12,679	1,995	1,160	110	8,080
March	3,032	15,742	2,320	1,322	55	9,450
April	4,208	25,591	3,090	771	110	13,339
May	5,905	35,840	4,070	1,039	110	16,024
June	8,338	30,548	4,920	1,024	110	17,419
Total	70,352	311,953	47,819	16,135	1,225	181,771
Docket 3675 quantities	93,334	340,433	56,750	17,894	1,300	184,043
Three year maximum usage	83,000	420,000	63,000	22,000	1,600	226,236
FY 07 unit price/lbs	\$0.69	\$0.14	\$0.45	\$0.39	\$5.31	\$0.079
Rate year unit price/lbs	\$0.73	\$0.15	\$0.46	\$0.40	\$5.47	
Rate year total	\$60,590.00	\$61,320.00	\$28,980.00	\$8,800.00	\$8,752.00	

Note: All chemical usages are indicated in pounds

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
Response to
Portsmouth Water and Fire District's Data Requests
Set 4

PWFD 4-15: Regarding Newport Water's response to the Commission's Data Request 1-13 on temporary employees, please provide copies of the Finance Director's certification or the document that contains such certification as to the availability of funds for every temporary employee hired by the Newport Water Department from FY 2005 to date.

Response: Please see the attached certification.

Prepared by: Laura Sitrin

**CITY OF NEWPORT, RHODE ISLAND
PERSONNEL REQUISITION**

Route:	Date
Department Director	_____
Finance Director	_____
City Manager	_____
Personnel Director	<u>2/17/05</u>

I. TO BE FILLED IN COMPLETELY BY DEPARTMENT DIRECTOR

1. Department: Public Works
 Division: Water
 Number of positions to be filled: 3
 Proposed effective date: _____
 This position is under:
 _____ Union Contract 0 Non-Union

2. For authority to fill a position vacancy:
 Former incumbent:
 Name: (N/A)
 Classification: LABORERS
 Grade: _____
 Proposed classification & grade: _____

(Attach present job description & make requested changes.)

3. Reason and justification for request: (attach detailed statements of duties and responsibilities)
To assist in water meter reading in order to have bills go out in a timely manner while there are vacancies and staff on vacation and job injury

4. Kind of Appointment
 Permanent-Classified
 Temporary (not to exceed 19 weeks)
 Part time _____ hours/week
 Full time 40 hours/week
 _____ Seasonal _____ hours/week
 _____ On Call

6. Propose to fill position by:
 _____ Extension of appt.
 _____ Promotion
 _____ Transfer
 _____ Demotion
 _____ Original appt.

5. Duration of Appointment
 From Feb 22nd To Apr. 15th (approx)
 Not to exceed 19 weeks

7. Salaries: Annual
 Grade: _____
 Step: _____
 Beginning Salary _____
 Temp/Seasonal 8.10 - 8.12 per hour

8. Appropriation Acct. No. 005-500-0200-004

I certify that the above statements are true and correct.

Department Director Signature Julie Coe Date 2/15/05

II. TO BE FILLED IN BY FINANCE DIRECTOR — CERTIFICATION OF AVAILABILITY OF FUNDS

Budgeted funds for payment of this salary: available _____ not available _____
 conditions of availability _____

Finance Director Signature James J. Sitarin Date 2/17/05

III. TO BE FILLED IN BY CITY MANAGER

Approved _____ Disapproved _____ Approved with modification _____
 City Manager Signature [Signature] Date 2/24/05

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT

Docket No. 3818

Response to

Portsmouth Water and Fire District's Data Requests

Set 4

CERTIFICATION

I hereby certify that I sent by electronic mail a copy of the within to all parties set forth on the attached Service List on May 10, 2007, and one original with Luly Massaro, Clerk, Rhode Island Public Utilities Commission.

Parties/Address	E-mail Distribution	Phone/Fax
Joseph A. Keough, Jr., Esq. Keough & Sweeney 100 Armistice Blvd. Pawtucket RI 02860	jkeoughjr@keoughsweeney.com	401-724-3600 401-724-9909
Julia Forgue, Director of Public Works Newport Water Department 70 Halsey St. Newport RI 02840	jforgue@cityofnewport.com	401-845-5601 401-846-0947
	kgarcia@cityofnewport.com	
	lsitrin@CityofNewport.com	
Leo Wold, Esq. Dept. of Attorney General 150 South Main St. Providence RI 02903	lwold@riag.ri.gov	401-222-2424 401-222-3016
	sscialabba@ripuc.state.ri.us	
	pdodd@ripuc.state.ri.us	
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Harold Smith Raftelis Financial Consulting, PA 511 East Blvd. Charlotte NC 28203	Hsmith@raftelis.com	704-373-1199 704-373-1113
	Hhoover@raftelis.com	
Gerald Petros, Esq. Hinckley, Allen & Snyder 1500 Fleet Center Providence RI 02903	gpetros@haslaw.com	401-274-2000
	bcanning@haslaw.com	
William McGlinn Portsmouth Water & Fire District 1944 East Main Rd. PO Box 99 Portsmouth RI 02871	wmcglinn@portsmouthwater.org	401-683-2090 ext. 224
Audrey VanDyke, Esq. Naval Facilities Engineering Command Litigation Command 1314 Harwood St., SE Washington Navy Yard, DC 20374-5018	Audrey.VanDyke@navy.mil	202-685-1931 202-433-2591
Dr. Kay Davoodi, P.E.	Khojasteh.davoodi@navy.mil	202-685-3319

CITY OF NEWPORT – UTILITIES DIVISION - WATER DEPARTMENT
Docket No. 3818
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Set 4

Utility Rates and Studies Office NAVFACHQ- Building 33 1322 Patterson Ave SE Washington Navy Yard, D.C. 20374-5065		202-433-7159
Thomas S. Catlin Exeter Associates, Inc. 5565 Sterrett Place, Suite 310 Columbia, MD 21044	tcatlin@exeterassociates.com	410-992-7500 410-992-3445
Christopher Woodcock Woodcock & Associates, Inc. 18 Increase Ward Drive Northborough MA 01532	Woodcock@w-a.com	508-393-3337 508-393-9078
Email copy and one original to: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick RI 02888	lmassaro@puc.state.ri.us	401-941-4500 401-941-8827
	PatriciaL@gw.doa.state.ri.us	
	anault@puc.state.ri.us	

/s/ _____
Joseph A. Keough, Jr., Esquire # 4925
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100 Armistice Boulevard
Pawtucket, RI 02860
(401) 724-3600