

KENT COUNTY WATER AUTHORITY

BOARD MEETING MINUTES

August 16, 2006

The Board of Directors of the Kent County Water Authority held its monthly meeting in the Joseph D. Richard Board Room at the office of the Authority on August 16, 2006.

Acting Chairman Masterson opened the meeting at 3:30 P.M. Acting Chairman, Board Members, Mr. Gallucci, Mrs. Graham, Mr. Masterson and Mr. Boyer were present together with the General Manager Timothy J. Brown, Technical Service Director John Duchesneau, System Engineer, Kevin J. Fitta, Arthur Williams, Finance Director, Legal Counsel, Joseph J. McGair, and other interested parties. Mr. Inman was not present due to a commitment made prior to his appointment to the Board.

The minutes of the Board meetings of July 19, 2006 were moved for approval by Board Member Graham and seconded by Board Member Boyer and were unanimously approved.

Guests:

High Service Requests:

The Chairman read aloud for the benefit of the attendees all of the revised standard conditions in lieu of a moratorium attached as "A".

The Chairman also read the memorandum submitted by the General Manager dated August 15, 2006 attached as "B" which states that the General Manager is the Department of Health licensed operator of the Kent County Water Authority system and that he can not countenance any further water approvals while the water deficit continues in order to avoid a catastrophic incident.

Bald Hill Road, Herb Chambers

K. Joseph Shekarchi, Esq., Sal Sachetta, Manager, Herb Chambers Cadillac, Paul Brand, Project Engineer, Geoff Fitzgerald, Project Manager gave a presentation with regard to the plans for Cadillac franchise. It was presented that the dealership will voluntarily make \$200,000 worth of water improvements which will benefit the Kent County Water Authority and that the dealership will not be operational until Fall of 2007. They further related that the proposed use would be a low use of water. K. Joseph Shekarchi stated it has not completed the Kent County Water Authority paperwork and still have a minor issue regarding lighting with the Town but have met with the neighbors. Board Member Graham asked about the status of the well and Mr. Shekarchi stated that the developer is not receptive to the idea of a well even for fire

service and will not entertain it. The General Manager stated that the ability to obtain fire protection and the domestic supply is against the 400 thousand gallons to the negative of water supply and any well was strictly for domestic use.

Board Member Boyer asked about a 16' line to be brought up and the applicant stated that the usage would be similar to a large house using 70 gpd in bathrooms especially with recycled car washing. Mr. Sacchetti said that at the Warwick Saturn operation, a contractor comes on site and power washes the vehicles one day per week from a truck. Board Member Boyer stated that there is activity at the corner at Cowesett and Route 2 and to have a connection and the 16 inch line would be a benefit to Kent County Water Authority.

Chairman Masterson stated that he was under the impression that the well was acceptable since pressure is 100 PSI at Route 2 and East Greenwich Avenue and that the dealership would run the 1200 foot line between the dealership and East Greenwich Avenue. Board Member Boyer reiterated that the improvements would be significant for the system and the late build-out schedule puts the Kent County Water Authority beyond the critical period in 2007 and coupled with the low water usage. However, Board Member Boyer questioned the low usage calculations. Mr. Sherkachi stated that the Developer would guarantee the same and pay engineering fees of Kent County Water Authority to verify the same.

The Chairman and Board Member Graham concurred with Board Member Boyer. Board Member Gallucci mentioned that the voluntary assistance is a point in the future subject to full build-out of the pending projects and is in favor with stipulation 18 month build-out and confirmation of the water usage.

Board Member Boyer stated that there would be permitting issues which involve Kent County Water Authority and the State of Rhode Island. Board Member Graham moved and it was seconded by Board Member Boyer that the project be approved with normal stipulations and additional requirements.

The Acting Chairman asked if the applicant heard and understood the revised standard conditions in lieu of a moratorium and was given a copy and stated that they would abide by the same.

It was moved by Board Member Gallucci and seconded by Board Member Boyer that the application be approved subject to the revised conditions in lieu of a moratorium as follows:

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

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

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

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

5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

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

Additional Requirements, etc.:

7. Approximately 1,400 feet of 16 inch ductile iron water main complete, including all appurtenances, extending north from the intersection of Rouge 2 and East Greenwich Avenue, along the entire property frontage to the farthest property bound on Route 2.

8. Water activation for occupying will not occur before 18 months from the date of this letter.

9. That the applicant will guarantee the accuracy of the low water calculations of 70 gpd and will pay the engineering fees of Kent County Water Authority if it has to verify the same.

10. Full design submission required for approval.

And it was unanimously,

VOTED: That the application is approved subject to the revised conditions in lieu of a moratorium as follows:

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

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

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

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

5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

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

Additional Requirements, etc.:

7. Approximately 1,400 feet of 16 inch ductile iron water main complete, including all appurtenances, extending north from the intersection of Rouge 2 and East Greenwich Avenue, along the entire property frontage to the farthest property bound on Route 2.

8. Water activation for occupying will not occur before 18 months from the date of this letter.

9. That the applicant will guarantee the accuracy of the low water calculations of 70 gpd and will pay the engineering fees of Kent County Water Authority if it has to verify the same.

10. Full design submission required for approval.

420 East Greenwich Avenue, Matthew Gilchrist

The General Manager stated that the water was not the problem with Mr. Gilchrist's system and the General Manager stated that corrosion could be the cause. The General Manager stated that copper is a problem unusual and usually caused by stray electric currents.

Board Member Boyer stated there is a new house to the rear of the property but he does not believe it has any affect on the applicant's well.

Board Member Boyer would allow to connect to the system with back flow preventer as would be necessary as to the Kent County Water Authority standards. The General Manager concurred and stated it was required by State building code.

Mr. Gilchrist stated that they have a one year old child and it is a health issue with minerals and lead readings.

The Acting Chairman asked if the applicant heard and understood the revised standard conditions in lieu of a moratorium and was given a copy and stated that they would abide by the same.

Board Member Graham moved and it was seconded by Board Member Boyer that the application be approved subject to the revised conditions in lieu of a moratorium as follows:

It was moved by Board Member Gallucci and seconded by Board Member Boyer that the application be approved subject to the revised conditions in lieu of a moratorium as follows:

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

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

occur if the water supply is unavailable or unable to produce water sufficient to service the customers of KCWA.

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

4. The applicant shall file a formal single family home application. The applicant/customer understands that any undetected error in the application or an increase or change in demand as proposed, which materially affects the ability to supply water to the site, will be the responsibility of the applicant/customer and not the KCWA.

5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

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

And it was unanimously,

VOTED: That the application be approved subject issue subject to the revised conditions in lieu of a moratorium as follows:

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

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

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

4. The applicant shall file a formal single family home application. The applicant/customer understands that any undetected error in the

application or an increase or change in demand as proposed, which materially affects the ability to supply water to the site, will be the responsibility of the applicant/customer and not the KCWA.

5. Only conservation-wise plumbing fixtures are to be installed, including, but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.

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

Old Farm Road–Buontempo

This matter was passed off the Agenda since no one appeared.

Lot 20 Phillips Street, Petrarca Request to Appear

Joseph Petrarca appeared before the Board with Senator Raptakis. Mr. Petrarca owns the property which is intended for his daughter. He has been through the Department of Environmental Management permitting process and has done his due diligence and because he is not a contractor he did not know that there was no water connection to the property. He stated that it is very costly for the septic systems and that 230 feet of waterline would cost \$20,000 and he can not afford it. He explained that there is a less costly path to Kent County Water Authority. He showed a sketch to the Board which demonstrated the status of the site. The General Manager stated that the pipe would be a dead-end and that there are other properties which have tied in from 1965 through 1988. The General Manager asked about ownership and repair issues which is always problematic as to responsibility as records are always sketchy with no continuity. Board Member Gallucci reminded that those lines were tied into by previous Boards. The General Manger stated that the system is not amenable to dead-end lines which are dirty and health hazards. He stated that the system needs looped lines which is the standard.

The General Manager provided an office memo dated August 10, 2006. The owner did mention that he has wetlands approval and septic is under review and Board Member Boyer asked why he did not go for a well and owner said he would not be able to have a well since his lot has serious drainage issues. The General Manager stated if this were approved that it would not be a wavier of the regulations.

Board Member Boyer would not be comfortable with any decision without a site visit and a review and that was the sense of the entire Board.

Hill Top Phase 3–Request to appear continuation

This matter was passed off the Agenda since no one appeared.

Request to appear, John Burns AFSCME, AFL-CIO

Gerard Cobleigh, Esq. and John Burns, AFSCME RI Council 94 Representatives were welcomed by the Acting Chairman. Mr. Burns gave a handout attached as “C”. He spoke of authorization cards from certain employees and the categories which he would intend to unionize. He spoke of a possible agreement by the Board to by-pass an election. Legal Counsel stated that there is an election protocol and the representatives agreed but that they would prefer no election. Mr. Burns stated that the employees he spoke with are not against the Board but want a seat at the table.

The Chairman thanked them for coming and requested that future communication be through Legal Counsel.

Personnel/Employee Review

That Chairman stated that the person affected was notified in writing that a discussion of the employee’s job performance, character, or physical and/or mental health was to be held in executive (closed) session by the Board of Kent County Water Authority on August 16, 2006 at 5:00 p.m. which is attached as “D”, unless the person affected required the proceeding to be held at an open meeting. The person affected did respond and did appear and requested that the meeting be in executive (closed) session.

After the statement by the Chairman, the Chairman declared that it be noted in the minutes of the meeting that R.I.G.L. 42-46-5(a)(1) has been fully complied with.

Board Member Graham moved and Board Member Gallucci seconded the motion to move into executive session for the discussion of personnel matters pursuant to R.I.G.L. 42-46-4 and 42-46-5(a)(1) and it was unanimously,

VOTED: To enter into executive session for discussion of personnel matters pursuant to R.I.G.L. 42-46-4 and 42-46-5(a)(1).

Board Member Boyer moved and Board Member Graham seconded to exit executive session and to keep the executive session minutes closed and that the minutes shall remain under seal pursuant to R.I.G.L. 42-46-4 and 42-46-5 and it was unanimously,

VOTED: To exit executive session and to keep the executive session minutes closed and that the minutes shall remain under seal pursuant to R.I.G.L. 42-46-4 and 42-46-5.

It was moved by Board Member Boyer and seconded by Gallucci that Lisa Salsbury be hired by Kent County Water Authority as a permanent employee as customer service representative and it was unanimously,

VOTED: That Lisa Salsbury be hired by Kent County Water Authority as a permanent employee as customer service representative.

Request to Appear Elso Correia

This matter was passed to the next calendar.

Legal Matters

Relocation of Tank Site–Read School House Road

Legal Counsel, the Chairman, and the General Manager met with the Acting Town Manager, Richard Sullivan, Solicitor, Patrick Sullivan and the Director of Public Works, Sheila Barrett and the Parks and Recreation Director. The land swap was agreed to for location of the tank. Legal Counsel performed a current owner rundown with respect to the land owned by the Town of Coventry and is pursuing whether or not the Town received an owner's policy of title insurance. Legal Counsel will review the Planning Department records to ascertain whether or not there are any restrictions on the land given that it is designated as open space with respect to the proposed use of the site and will perform title research. The Solicitor advised Legal Counsel that he will ascertain whether or not a special use permit from the Zoning Board of Review is required and the Town Manager is also reviewing this matter.

Facility Access–Amgen

Easement rights of Kent County Water Authority are impeded due to Amgen's security protocol. Legal Counsel has researched the easement rights of Kent County Water Authority and this issue will be reviewed by the Board.

NE Gas/DPUC/Greenwich Avenue/Warwick

Kent County Water Authority and Legal Counsel are awaiting final, executed copies of the documents from New England Gas and a stipulated release from DPUC. Legal Counsel sent a follow up letter to the other attorney on July 17, 2006. The matter was approved by the DPUC.

Wakefield Street, West Warwick Tank Site

The General Manager stated that the appraisal of the site has been obtained by Kent County Water Authority and that the Town of West Warwick owns most of the land and this matter will be reviewed further.

Department of Health follow up private systems

Legal Counsel sent a general matrix to Kent County Water Authority the week of June 13, 2006 and the staff of Kent County Water Authority and Legal Counsel will work on the matrix together and will then present it to the Department of Health. The General Manager stated that they will write comprehensive regulations rather than just an outline and that the General Manager and Kevin Fitta will be meeting to review this matter and then will meet with Legal Counsel.

Town of Coventry Sewer Easement

Coventry requested from Kent County Water Authority a sewer easement over land owned by Kent County Water Authority and designated as Assessor's Plat 20 Lot 9. Kent County Water Authority acquired the land subject to a restriction that it be used only for water conservation purposes. Given this restriction, Legal Counsel inquired on August 5, 2006 of legal counsel for Department of Environmental Management as to whether or not Kent County Water Authority is permitted to grant an easement. Department of Environmental Management advised Legal Counsel to forward to Water Resources Board a plan depicting the easement area and a covenant that Coventry will restore and maintain the easement area. Legal Counsel forwarded this information to the Solicitor. The Solicitor informed Legal Counsel that it would commence easement construction and that Coventry would "take" a portion of the land of Kent County Water Authority at its next Council session (August 28, 2006). Legal Counsel notified via writing the Water Resources Board and Legal Counsel for Department of Environmental Management of the proposed action. A representative for the Water Resources Board contacted Legal Counsel and it will obtain the plan and covenant from the Town. The representative of the Water Resources Board did not believe the Board would take issue with the easement. Legal Counsel advised the Solicitor of the Board's opinion thereby obviating the need for a condemnation by the Town. Legal Counsel will monitor the status of the Town Council meeting.

Centre of New England (First case)

Kent County Water Authority Board Members signed their releases on September 23, 2005 and September 26, 2005 and we have not received the original release from the Plaintiff and the Board direction is this is to be pursued.

National Grid Easement

Legal Counsel will contact National Grid to obtain a recorded copy of the easement.

Morgan Court, Coventry Easement

Kent County Water Authority discovered that an older line is located near the foundation of a dwelling, however, the owner will not permit the excavation of his driveway in order to relocate the line. Legal Counsel did not discover a historical easement of record for this line given the age of the line. Legal Counsel was advised by the Town that part of Morgan Court is owned by the property owners and the other portion is owned by the Town. Kent County Water Authority will further review this service matter.

Demetrakas/Billing dispute

Billing dispute was heard by the Hearing Officer at DPUC and the decision was recently received and the hearing officer affirmed the Kent County Water Authority and the customer is to pay his bill.

Potowomut Agreement

The Agreement with the City of Warwick has been forwarded to the Board for review and the agreement was forwarded to the City of Warwick and Legal Counsel is awaiting word.

Kent Hospital/Tollgate/Emergency Interconnection

This will be addressed by Legal Counsel and Kent County Water Authority staff after the Potowomut agreement is finalized by the City of Warwick.

Director of Finance Report:

Arthur Williams, Finance Director, explained and submitted the financial report and comparative balance sheets, statements of revenues, expenditures, and cash receipts, disbursements through July, 2006 and closing documents which is attached as 'E', and after discussion, Board Member Boyer moved and seconded by Board Member Graham to accept the reports and attach the same as an exhibit and that the same be incorporated by reference and be made a part of these minutes and it was unanimously,

VOTED: That the financial report, comparative balance sheet statement of revenues, expenditure, cash receipts and disbursements through July, 2006 and closing documents, be approved as presented and be incorporated herein and are made a part hereof as "E".

GENERAL MANAGER/CHIEF ENGINEER'S REPORT OLD BUSINESS:

Supplemental Water Supply for Discussion

Status quo and a report will be forthcoming.

S-2681 Sub A-39-3-43 Action by Board

Legal Counsel is researching the law and will provide a memorandum to the Board.

Revised Employee Handbook Approval

The Board has reviewed and has discussed this amended handbook for several months and the General Manager recommended approval. It was moved by Board Member Graham and seconded by Board Member Gallucci that the Revised Employee Handbook be approved as attached as "F" and it was unanimously,

VOTED: That the Revised Employee Handbook be approved as attached as "F".

New Business

Bid Approval

Bid Greenwich Avenue Cleaning & Lining (Proposal for Replacement)

All of the bidders were out of state companies and unfortunately, the bids are too high for the Authority. The General Manager stated that it may be that local contractors did not bid due to work load. Geremia & Associates, Inc. had estimates which were \$400,000 and the lowest bid was \$1.6 million which is too high for a cleaning and lining. The General Manager stated that for the same money Kent County Water Authority could replace the lines.

It was moved by Board Member Gallucci and seconded by Board Member Graham that for the good of the Authority to reject all bids as attached as "G" and rebid and it was unanimously,

VOTED: To reject all bid as attached as "G" and rebid.

C & M Agreement RIDOT Artic Circulator-Approval

The General Manager stated that the State of Rhode Island/Department of Transportation will be commencing work in the Artic area which will include curb stop, water gate boxes and adjustments in cooperation with Kent County Water Authority in order to intergrate these improvements which will have no cost to the Authority and the

State of Rhode Island will be expending the sum of \$9,660.00. The General Manager recommended the same as is attached in 'H'.

It was moved by Board Member Graham and seconded by Board Member Boyer to approve the Artic Circulator improvements Phase II West Warwick as it applies to the Authority at no cost as is attached in 'H' and it was unanimously,

VOTED: To approve the Artic Circulator improvements Phase II West Warwick as it applies to the Authority at no cost as is attached in 'H'.

PUC Docket #3761 KCWA Reply

The General Manager response to Wiley summer shut-off proposal is attached as 'I' with slight changes and will be provided to the Public Utilities Commission as requested.

System Demand Report

The General Manager stated that the Clinton Avenue station has been working very well and has not been fully stressed because of rain fall during the usual dry period. He stated that the data shows 17.1 is the limit but the weather did not cooperate to fully test the system and high service gradient ran along the 5 foot band which resulted in good results at 16 million and a ban at 16 million may no longer be necessary. The Frenchtown tank was watched closely and the Setian Lane tank performed well. The General Manager congratulated the Board since the programs in place were pursuant to the planning efforts of the Board and staff. The General Manager reiterated that a decision concerning outdoor irrigation program should come into being based upon realistic supply programs and hydraulic analysis. He stated that it may be close to an eventful point to inform the public of the promising results as a result of good planning.

The Chairman asked if the programs affect the current modeling projection. The General Manager stated that new data will be put into the model to determine what the impact of improvements has on the system.

Coventry Condemnation of Well Head Protection Land

This matter was discussed in legal infra.

CAPITAL PROJECTS: **INFRASTRUCTURE PROJECTS :**

Rehabilitation of Clinton Avenue Pump Station Change Order No. 3
Walsh Construction (Contractor for the Project)

The General Manager stated that the contract will be decreased by \$3,638.68 and that the time for performance will be increased by 145 days and the General Manager recommended the same because of additional work related to High Service pumps as outlined in the Change Order No. 3 document attached as "J".

It was moved by Board Member Boyer and seconded by Board Graham to approve Change Order No. 3 as "J" for a decrease in the contract of \$3,638.68 and an increase of 145 days for substantial completion and it was unanimously,

VOTED: To approve Change Order No. 3 as "J" for a decrease in the contract of \$3,638.68 and an increase of 145 days for substantial completion.

All other Capital Projects and Infrastructure Projects are addressed in an exhibit attached as "K" as prepared and described to the Board by the General Manager with general discussion following.

Board Member Graham made a Motion to adjourn, seconded by Board Member Boyer and it was unanimously,

VOTED: To adjourn the meeting a 6:08 p.m.

Secretary Pro Tempore

EXHIBIT A

August 16, 2006

Revised Conditions

- The Kent County Water Authority (KCWA) is not a guarantor of water supply for this or any other approval and KCWA can only supply water reasonably available to it and therefore any applicant/customer of KCWA understands that any third party commitments made by a applicant/customer are subject to the reasonable availability of water supply and limits of the existing infrastructure to support service.
- A deficient condition associated with accelerated commercial and residential development exists in the area serviced by the KCWA, the KCWA is in the process of planning for additional water supply and therefore delays or diminution in service may occur if the water supply is unavailable or unable to produce water sufficient to service the customers of KCWA.
- Ventures, commitments or agreements are at the applicant's sole risk if supply or existing infrastructure is found to be insufficient to support service. The applicant may afford the Authority with system improvements to facilitate adequate service.
- The applicant shall file a formal application with the necessary design drawings, flow calculations, including computer hydraulic modeling to fully evaluate this project supply availability and the potential impact on the existing public water supply system. The applicant/customer understands that any undetected error in any calculation or drawing or an increase or change in demand as proposed, which materially affects the ability to supply water to the project, will be the responsibility of the applicant/customer and not the KCWA.
- Only conservation-wise plumbing fixtures are to be installed including but not limited to low flow shower heads, low flow toilets and low flow aerators on faucets.
- If irrigation systems are installed, they must be supplied by a private well. Xeroscape landscaping technique and/or proper planting bed (high water holding capacity) soil preparation shall be employed throughout the project.

"A"

EXHIBIT B

August 16, 2006

OFFICE MEMO

To: Board
From: Timothy Brown
Subject: Board Meeting, August 16, 2006
Date: August 15, 2006

Prior to the Board's action on high service requests for the August Board meeting, I must for the record state my objection again for any additional approvals being granted; in particular, for irrigation. It does not seem proper to allow high service irrigation when we are scrutinizing each project that requests water from the high service. This added demand which is somewhat uncontrollable to the high service gradient will certainly exacerbate a serious situation that exists. Any added demand will cause additional supply problems in the high service gradient. I do believe and will report later on in the meeting that irrigation is the crux of the problem and even with our operational improvements, we will still need to be tightly controlled. As before, any catastrophic incident requiring water during the maximum day demand period when the system may not be able to supply will place liability upon the Authority for whatever ramifications occur due to the catastrophe. The calculated maximum day demand has already been exceeded. C & E Partners, Incorporated have clearly indicated this to the Board, the calculations have been reviewed and checked by the engineers and the existing conditions have indicated that calculations of modeling provided by the engineers is accurate. I must, again, urge the Board to implement a moratorium on all future high service requests as the Kent County Water Authority cannot serve new customers until a source of supply is operational or at least a definitive plan with full financing is established to deal with the shortage. We are now hitting our demand season and because of the excessive rainfall, it has been controlled. We are policing outdoor water use as need be in order to have compliance with the odd/even watering policy. Again, if critical tank levels are reached and supply cannot be provided, steps will be immediately taken to reduce a serious situation and demand within the system. I consider this a very serious issue and ask for the Board's concurrence on my recommendation.

"B"

EXHIBIT C

August 16, 2006



Rhode Island Council 94

American Federation of State, County and Municipal Employees, AFL-CIO

1179 Charles Street, North Providence, RI 02904

(401) 724-5900 421-9383

Fax: (401) 724-2060



August 5, 2006

Kent County Water Authority
Attn: General Manager/Tim Brown
1072 Main Street
West Warwick, RI 02893

Re: Council 94 Recognition

Dear Mr. Brown:

The undersigned represents Rhode Island Council 94, AFSCME, AFL-CIO with regard to organization of certain employees of the Water Authority. The Council has obtained authorization cards from a majority of employees in an appropriate unit and on this basis requests recognition from the Board as the exclusive representative of the members of the bargaining unit.

The Council is prepared to provide evidence of its majority status at the board meeting on August 16, 2006 and requests that it be placed on the Board's agenda for that purpose. Please feel free to contact me if you have any questions regarding this matter. Thank you for your cooperation.

Very truly yours,

John Burns
Organizer
724-5900

cc: R. Boyer
J. Gallucci
B. Graham
P. Masterson
E. Inman

in the public service



Positions to be Included in the Bargaining Unit

Construction Administrator

Crew Chief

Crew Chief Meter

Dig Safe Laborer

Electrical /Instrument/Control/ Operation Specialist/ Laborer

Equipment Operator

Laborer

Manager Construction Equipment/Inventory

Mechanical Operations Specialist

Meter Reader

Night Laborer

Pipe Installer

Senior Crew Chief

List of Names Included in the Bargaining Unit

Angiolilli, Alan

Bisceglia, Giacomo

Bosco, Nick

Butler, Jesse

Correia Elso

Coyle, David

D'Ambrosca, Steve

Dessert, Joseph

Deus, Carlos

DiChristofaro, Jimmy

Dixon, Glenn

Duff, Keith

Enos, Brian

Foss, Steve

Fournier, Dennis

Glenn, Gary

Larkin, Steve

Lesniak, Tad

Lukowicz, Ronald

Peixinho, Randy

Raymond, Keith

Silva, Thomas

Skorski, Tim

Tift Eric,

Positions to be Excluded from the Bargaining Unit

Chief Facilities

Chief System

Customer Services Representative

Director of Finance

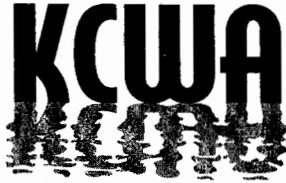
Director of Technical Services

Engineer

General Manager

EXHIBIT D

August 16, 2006



Kent County Water Authority

August 10, 2006

Ms. Lisa Salsbury
1143 Hartford Avenue
Unit 4B
Johnston RI 02919

Dear Ms. Salsbury:

Pursuant to Rhode Island General Laws, 42-46-5 (a) (1), Rhode Island's Open Meetings Act, this letter advises you that Kent County Water Authority intends to discuss your job performance, character, physical or mental health in executive session on August 16, 2006 at 5:00 p.m. at the offices of the Kent County Water Authority. Your option regarding the Open Meetings Act requires that the Kent County Water Authority convene this meeting in open session. Accordingly, if you do not wish the discussion related to you to occur in executive session, and if you instead wish this discussion to take place in open session, kindly contact Tim Brown, General Manager, Kent County Water Authority at 1072 Main Street, West Warwick or you may call him at (401) 821-9300. You are also invited to this meeting taking place and can make your decision whether this meeting will be held in closed or open session at that time.

Very truly yours,
KENT COUNTY WATER AUTHORITY

A handwritten signature in black ink, appearing to read "Timothy J. Brown", is written over the typed name and title.

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

TJB/cah

EXHIBIT E

August 16, 2006

EXHIBIT F

August 16, 2006

**KENT COUNTY WATER AUTHORITY
EMPLOYEE HANDBOOK**

Approved August 16, 2006

*1072 Main Street
P. O. Box 192
West Warwick, Rhode Island 02893*

11/1

TABLE OF CONTENTS

ABSENCE FROM WORK.....	1
AFFIRMATIVE ACTION.....	1
BENEFITS.....	1
BREAKS.....	3
BULLETIN BOARDS.....	3
CERTIFICATION REQUIREMENTS.....	3
CHANGE OF ADDRESS.....	3
CLASSIFICATIONS OF EMPLOYMENT.....	3
CODE OF CONDUCT.....	4
CONFLICTS OF INTEREST.....	5
DEATH IN FAMILY.....	5
EMPLOYEES' ASSISTANCE PROGRAM.....	6
HARASSMENT POLICY.....	6
HOLIDAYS.....	8
INJURIES AND ACCIDENTS.....	9
JOB POSTING AND FILLING.....	10
JURY DUTY.....	10
MATERNITY LEAVE.....	10
MILITARY LEAVE.....	10
OFF DUTY HOURS.....	11
OTHER POLICIES.....	11
OTHER LAWS AND REQUIREMENTS.....	11
OVERTIME.....	11
PAY DAY.....	12
PERSONAL TIME.....	12
PROBATIONARY EMPLOYEES.....	12
SAFETY.....	12
SICK LEAVE.....	12
SPECIAL WORK HOURS.....	13
SUBSTANCE ABUSE POLICY.....	13
TELEPHONE OR ELECTRONIC USAGE.....	14
UNIFORMS.....	14
VACATIONS.....	14

ABSENCE FROM WORK

In the event an employee will be absent from work, he or she must notify their supervisor by 7:30 a.m. on the morning of their absence.

AFFIRMATIVE ACTION

Kent County Water Authority is committed to providing equal employment opportunities to all applicants and employees without regard to race, religion, national origin, age or sex.

If for any reason, an employee believes that he or she or any other employee or potential employee is being treated unfairly, they should file a report directly to the General Manager without fear of any recrimination.

BENEFITS

Health & Dental Insurance

Active Employees:

The Kent County Water Authority shall provide all full time employees and their families' coverage comparable to the following health insurance plan:

- Blue Cross/Blue Shield - Healthmate Coast-to-Coast

The Authority shall also provide to all full time employees and their families coverage comparable to the following dental insurance plan.

- Delta Dental of RI – Plan II

Retirees

The Kent County Water Authority will provide employees under the age of 65, who have reached normal retirement age, and who have retired under the benefits of the Authority, an individual dental and health insurance plan comparable to the above. Additionally, such retiree may purchase from the Authority family coverage by paying to the Authority the difference in cost between an Individual Plan and a Family Plan. Such payments are to be made one month in advance no later than the 10th of the previous month. Retirees, age 65 and older, shall be eligible for an Individual Medicare Supplement Plan and may provide for such a plan for their spouses by paying the cost of such a plan to the Authority no later than the 10th of the previous month.

Disabled Employees

Any employee having completed 20 years or more of continuous service with the Kent County Water Authority, who shall, due to any non-employment related cause, become totally and permanently disabled (as defined below) and whose employment terminated due to such disability, shall be eligible for an Individual health insurance plan comparable to those listed above until such time as said employee reaches his or her normal retirement age. At such time, said employee may become eligible for Retiree's health insurance benefits as stated above. Disabled, inactive employees under normal retirement age may also purchase from the Authority family coverage by paying to the

Authority the difference in cost between an Individual Plan and a Family Plan. Such payments are to be made one month in advance no later than the 10th of the previous month.

Definition of Total and Permanent Disability

“Total and permanent disability” is defined as such a degree of non-employment related disability that renders an employee permanently unemployable at Kent County Water Authority or elsewhere in any capacity whatsoever as evidenced to Kent County Water Authority by probative medical evidence and documentation of such fact coupled with a copy of Social Security confirmation of such a fact. Kent County Water Authority has the right, as a precondition of continuing the medical insurance coverage referenced above, to require its being periodically supplied with updated probative evidence of continuing total and permanent disability as at the commencement of this benefit to the employee. Kent County Water Authority at all times has the right to require, at its own cost, a second medical opinion as to the continuing total and permanent disability by a physician of its choice as a condition of continuation of the medical benefits plan coverage to the employee.

Nothing to the contrary above withstanding, in no event will Kent County Water Authority be obliged to provide such medical benefits to any totally and permanently disabled employee who has comparable medical insurance coverage available elsewhere.

Term Life Insurance

Kent County Water Authority shall provide to all full time employees the following life insurance plans.

- During employment, prior to retirement, a multiple of one times base salary to a maximum of \$50,000.
- After retirement, the term life insurance will be reduced to a total of \$2,000.00.

Workers' Compensation

Workers' Compensation insurance shall be provided to all employees.

Defined Benefit Pension

Kent County Water Authority shall provide to all full time employees who have completed one year of continuous service a fully paid defined benefit pension plan.

Deferred Compensation Plan

Kent County Water Authority offers to all full time employees who have completed one year of continuous service a deferred compensation plan (IRS Code Section 457 [b]). The Authority does not fund this plan.

Long Term Disability Insurance

Kent County Water Authority shall provide to all full time employees a long term disability insurance plan.

Full details of each of the preceding benefits are included in the plan booklets. Copies may be obtained at the office.

BREAKS

Employees are entitled to breaks as follows:

Lunch periods:

- Office staff – thirty minutes beginning at 11:30 a.m. and staggered as determined by management to allow full coverage in the office.
- Daily field employees – thirty minutes beginning at 12 noon.
- Night field employees – thirty minutes to fit schedule

Management must approve variations to the above.

All employees are allowed a ten-minute coffee break in the morning and in the afternoon. Employees' supervisors will determine the time for such breaks.

BULLETIN BOARDS

The Kent County Water Authority will maintain bulletin boards for posting memos, company policies and regulations.

CERTIFICATION REQUIREMENTS

The Kent County Water Authority will reimburse the expenses of all active employees who are required by state law to possess or retain certain licenses or certifications to perform their jobs. Such reimbursement shall be for certifications, licensing, examinations, or similar expenses. New hires must obtain or possess the required license or certificate within one year from the date of being hired.

CHANGE OF ADDRESS

Employees and vested retirees are required to notify the General Manager of any change in his or her address within one week of said change.

CLASSIFICATIONS OF EMPLOYMENT

There are several classifications of employment within the company as follows:

Full-time Employees

These are employees who are considered permanent, are scheduled to work at least 40 hours per week - 8 hours per day and are entitled to receive employee benefits.

Probationary Employees

These are employees who are on a two-year probationary period leading to full time employment. Regular hours 40 hours per week – 8 hours per day, and are non-exempt.

Hourly Office Employees

These are employees who are paid hourly, are scheduled to work 40 hours per week - 8 hours per day, and are non-exempt.

Salaried Employees

These are employees who are paid a salary and are exempt. Base regular hours 40 per week.

Hourly Field Employees

These are employees who are paid hourly, are scheduled to work 40 hours per week, 8 hours per day, and are non-exempt. There will be mandatory overtime on Saturdays and Holidays on a rotating basis.

Hourly Night Employees

These are employees who are paid hourly, scheduled to work 8 hours per day and are non-exempt. The hours and days of work assigned will be staggered beginning at 4:00 p.m. to 6:00 a.m. the next morning and on the days of the week or weekend to accommodate proper utility coverage. Mandatory coverage on Holidays on a rotating basis is required. The employees will receive 40 hours per week for payroll purposes based on the staggered schedule.

Temporary Employees

These are employees who are hired for a short or limited duration and who are not eligible for employee benefits unless required by law.

Exempt Employees

These are employees who are paid a salary and are exempt from the overtime provisions of federal and state law.

Non-exempt Employees

These are employees who are paid on an hourly basis and are subject to the overtime requirements of federal and state law.

Throughout this handbook, where there are different policies that apply to different classifications of employee, it will be so noted. If it is not specifically noted, then that policy applies to all employees.

CODE OF CONDUCT

It is required that all employees carry out their responsibilities to the Kent County Water Authority to the highest degree of the public water supply profession.

To ensure orderly operations and provide the best possible work environment, the Kent County Water Authority expects employees to follow rules of conduct that will protect the interests and safety of all employees, the company and the public.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of the rules of conduct that may result in disciplinary action being taken, up to, and including termination of employment.

- Theft or inappropriate removal or possession of Kent County Water Authority property
- Falsification of timekeeping records
- Working under the influence of alcohol and illegal drugs
- Possession, distribution, sale, transfer, and/or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive tardiness or absenteeism or any absence without notice
- Unauthorized absence from workstation during the workday while on assigned route or assigned duties
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Violation of personnel policies
- Unsatisfactory performance or conduct

All policies and procedures of Kent County Water Authority must be followed. Copies shall be posted when established or changed. It is the responsibility of each employee to familiarize themselves with these policies. If an employee has any questions about these policies, he or she should contact the General Manager.

CONFLICTS OF INTEREST

Employees have an obligation to conduct business that prohibits actual or potential conflicts of interest. All employees of the Kent County Water Authority are subject to the Rhode Island Code of Ethics, R.I.G.L. 36-14-1 *et seq.*

DEATH IN FAMILY

Bereavement leave not to exceed 3 days will be granted to an employee due to the death of a father, mother, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, and grandchild.

EMPLOYEES' ASSISTANCE PROGRAM

The Kent County Water Authority provides an Employees' Assistance Program for all of its employees. This service is provided at no cost to the employee and it is designed to help the employee with personal and/or work related problems. All self-referrals to this program are confidential. The authority may utilize this service at times in lieu of the imposition of discipline in cases where there may be job-related issues that affect an employee's performance in the workplace. Any employee with questions on this service may do so in confidence by contacting the General Manager.

HARASSMENT

Kent County Water Authority has been and is committed to providing and maintaining a work environment that encourages and fosters appropriate conduct among employees and respect for individual values and sensibilities, and that is free from sexual harassment, and harassment on the basis of race, color, national origin, gender, religion, age, physical or mental disability, sexual orientation, gender expression or identity, marital or family status, veterans status or any other unlawful characteristics. The Kent County Water Authority recognizes that harassment on the basis of sex or other protected characteristics is unlawful and will not be tolerated and it intends to enforce this policy at all levels in the workplace in order to create an environment free from discrimination of any kind, including sexual and other unlawful harassment.

Definition of Sexual Harassment:

Sexual harassment is defined as unwelcome sexual advances, requests for favors and other verbal and physical conduct of sexual nature when:

1. Submission is made, either explicitly or implicitly, a term or condition of employment.
2. Submission or rejection is used as a basis for employment related decisions including, but not limited to, hiring, promotion, performance evaluation, disciplinary and/or salary decisions.
3. It creates a hostile or offensive working environment which interferes with an individual's work performance.

Sexual harassment may involve conduct by a person of either sex that is directed at or affects a person of the opposite or the same sex and may occur in any employment or independent contractor relationship, or as the result of contact with visitors or customers.

Complaints or Harassment:

Any employee who believes he/she has been subjected to sexual or other unlawful harassment by any person engaged in Kent County Water Authority related work is urged to report the matter promptly to either his/her supervisor or to the General Manager. All Kent County Water Authority supervisors and the General Manager are available in person and via telephone at Kent County Water Authority. The Kent County Water Authority telephone

number is (401) 821-9300. The complaint may be either verbal or written, but the Kent County Water Authority may ask that the complaint be put in writing before an investigation is completed.

Harassment Investigation:

All complaints of sexual or other unlawful harassment will be investigated promptly and thoroughly in a fair and expeditious matter. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and information arising out of a complaint or investigation that will only be disclosed on a need-to-know basis. All employees must be aware; however, that certain information must be shared to ensure an effective and thorough investigation.

The Kent County Water Authority investigation of a complaint of sexual or other unlawful harassment will likely include (but it is not necessarily limited to) a private interview with the person filing the complaint as well as interviews with other witnesses. The Kent County Water Authority will also seek to interview the person alleged to have committed the harassment. When the investigation is completed, the Kent County Water Authority will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the harassing conduct of the results of the investigation.

If it is determined that inappropriate conduct has occurred, the Kent County Water Authority will act promptly to eliminate the offending conduct, and where it is appropriate, disciplinary action will also be imposed.

Disciplinary Action/Range of Consequences:

If it is determined following an investigation that inappropriate or unlawful conduct has been committed by one of our employees, the Kent County Water Authority will take such disciplinary and/or corrective action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include other forms of disciplinary or corrective action as the Kent County Water Authority deems appropriate under the circumstances.

If an investigation results in a finding that the complainant falsely accused another of sexual harassment knowingly or in a malicious manner, the complainant may be subject to appropriate disciplinary action, up to and including termination of employment.

No Retaliation:

Any retaliatory action, including intimidation, threats, coercion, or less favorable job treatment, that is taken against an individual because the individual complained of sexual harassment or assisted in the investigation of a complaint of sexual harassment is prohibited and will not be tolerated.

State and Federal Remedies:

In addition to filing an internal complaint with the Company, if you believe you have been subjected to sexual or other unlawful harassment, you may file a formal complaint with either both of the government agencies set forth below. Using our internal complaint process does not prohibit you from filing a complaint with either or both of these agencies.

The United States Equal Employment Opportunity Commission (EEOC)
John F. Kennedy Federal Building
Government Center
4th Floor, Room 475
Boston, MA 02203
(617) 565-3200

Rhode Island Commission for Human Rights
180 Westminster Street
Providence, RI 02903
(401) 222-2661

HOLIDAYS

The Kent County Water Authority provides eleven (11) paid Holidays to all full time employees only, as follows:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
V.J. Day	Christmas Day
Labor Day	

In addition, the office will close at 12 noon on Good Friday, Christmas Eve and New Years Eve.

If a Holiday falls on a Saturday, it shall be celebrated on the Friday before – if on a Sunday, it shall be celebrated on the following Monday. If an employee is scheduled to work on the day of the celebration of the Holiday, he or she shall be paid at the rate of two and one half times their normal salary for the hours worked.

INJURIES AND ACCIDENTS

The personal safety and health of each employee of the Kent County Water Authority is of primary importance. To this end, substantial efforts will be made in the interest of accident prevention, loss control and health preservation.

The company will endeavor to maintain a safe and healthful drug and alcohol free work place. It will provide safe working equipment, necessary personal protection, training, and, in the case of injury, first aid and medical service.

Each employee is expected to obey all safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including, termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the General Manager or the appropriate supervisor. Such reports are necessary to comply with laws and to initiate insurance and workers' compensation benefits procedures. Failure to report injuries may also result in disciplinary action being taken up to, and including, termination.

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employees are required to notify their supervisor if any equipment, machine, tool, or vehicle appear to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repair could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Accidents with any Kent County Water Authority equipment must be reported to a supervisor. Accident reports must be properly completed by the business day following the date of the accident and forwarded to the General Manager. Failure to promptly report accidents may result in disciplinary action being taken up to, and including, termination.

All employees are required to comply with the following safety rules:

1. The use of eye and face protection is required where there is a danger from flying objects or particles such as when grinding, chipping, welding, etc.
2. The use of ear protection is required when operating all loud, repetitive and noisy equipment.
3. All tools are to be kept in safe working condition. The use of defective tools or equipment is prohibited.
4. The operation of any machinery without all guards and safety devices in place and in proper operating condition is prohibited.
5. Only authorized personnel may operate machinery.
6. All tools and equipment must be stored and cared for properly. Tools must be picked up and not left where others might walk, and care must be taken at points of egress or ingress around excavations and near doorways.
7. Horseplay is prohibited.

8. The use or possession of intoxicating beverages or controlled substances is strictly prohibited pursuant to the Substance Abuse Policy.
9. Back belts are made available to employees and should be used for lifting or at other times when back support is needed.
10. Seat belts and shoulder belts in vehicles must be worn at all times while operating vehicles of the Authority.

JOB POSTING AND FILLING

Whenever there is an employment vacancy or a new position is created, the Kent County Water Authority will post a notice of such a vacancy on the company bulletin boards. Such vacancies may also be advertised publicly and concurrently with the internal posting at the discretion of the General Manager. The posting of all vacancies or newly created positions must be approved by the Kent County Water Authority prior to the filling of those positions. The General Manager shall require such documents or additional material such as references and history of prior employment from job applicants as deemed necessary. The General Manager shall interview potential employees or candidates for promotion, and a recommendation to hire or promote will be forwarded to the board for approval.

All new employees shall be hired as Probationary employees and shall be subject to dismissal without cause (see Probationary Employees).

JURY DUTY

The Kent County Water Authority encourages employees to fulfill their civic responsibilities by serving on jury duty when required. Full time employees may request paid jury duty leave (employees receive the difference between regular pay and remuneration for jury duty).

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Jury duty pay will be for a maximum of two weeks only.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are required to report for work whenever the court schedule permits.

MATERNITY LEAVE

The Kent County Water Authority will provide to those employees absent on approved maternity leave with six weeks of maternity leave pay. Such leave may commence before the birth of the child if the employee's physician deems the employee incapable of performing the essential job functions for her position, but in no case will such paid leave be granted for more than 6 weeks.

MILITARY LEAVE

A military leave of absence will be granted to full time employee to attend scheduled drills or training or if called to active duty with the U.S. armed services.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty. The portion of any military leaves of absence in excess of fourteen calendar days will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by the Kent County Water Authority for the full term of the military leave of absence.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly schedule shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

OFF DUTY HOURS

No employee is allowed on the premises after their working hours for any reason other than being called in for overtime and or for emergency shift duties. When an employee's shift ends, he or she must leave the premises immediately and return only when their shift begins again or is called in for emergency duty. Failure to comply with this requirement may lead to discipline being imposed, up to, and including, termination.

OTHER POLICIES

In addition to the foregoing, employees should also familiarize themselves with all current policies of the Authority and shall be considered part of this handbook by reference.

OTHER LAWS AND REQUIREMENTS

In addition to the laws and legal requirements referred to in this handbook, the Kent County Water Authority recognizes that it has the obligation of every employee to comply with all pertinent federal and state law regarding employment issues.

OVERTIME

Only non-exempt employees are eligible for overtime pay as follows:

- Non-exempt office and field employees shall be compensated at the rate of time and one-half of their wages for all hours worked in excess of 40 in one week.
- Saturday mandatory coverage shall be compensated the same as overtime.
- Hourly night employees shall be compensated at the rate of time and one-half of their wages for all hours worked in excess of 8 hours in one shift day. Due to the staggered hours and schedule worked, the base pay will be 40 hours per week for payroll purposes.

Additional days or hours that are required to be worked outside of the assigned schedule shall also be compensated at the rate of time and one-half.

All overtime must have prior approval from the employee's immediate supervisor.

PAY DAY

Payday will be on Wednesday and will be for work performed the previous week. The workweek commences on Monday at 12:01 a.m., and ends on Sunday at midnight. The Kent County Water Authority reserves the right to modify this schedule.

PERSONAL TIME

Full time employees are eligible for two personal days off with pay per calendar year. Requests for such time off must be made at least 48 hours in advance and are subject to the approval of the employee's supervisor. In cases where granting such personal time off may cause a hardship to the Authority or may cause the payment of overtime to another employee, such requests shall be denied.

PROBATIONARY EMPLOYEES

All employees hired by the Kent County Water Authority shall be hired as probationary employees. The first two (2) years shall be the probationary period, which will include quarterly reviews of the employee's ability to function, qualifications and learning history, as well as attitude and disposition upon the jobs assigned. Quarterly reviews will be held with the direct supervisor and the General Manager. Upon that completion of the two-year probationary period, with satisfactory review for all eight (8) quarters, the General Manager may recommend to the board that the probationer be hired as a regular employee. During such probationary period, employees may be dismissed without cause.

SAFETY

See Injuries and Accidents.

SICK LEAVE

All full time employees who have been employed by the Authority for at least three months are eligible for a maximum of 5 sick days with pay per calendar year. Employees hired after June 30th of any year shall be entitled to a maximum of 2 1/2 sick days with pay for that calendar year. Sick leave is not cumulative and shall not carry over from year to year.

All sick leave remaining on the books for an employee as of December 31st of each year shall be paid to the employee at the rate the employee was receiving as of that date. An employee must be on the active roster on December 31 to receive such payment.

The Authority may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay. The Authority will require a physician's certificate or other satisfactory evidence for sick leave with pay covering an absence of more than three consecutive working days.

Any employee referred to the Authority's Employees' Assistance Program pursuant to the Drug Policy of the Kent County Water Authority shall not have sick leave deducted from his or her balance of sick leave while such employee is under the treatment or care of the EAP or a medical provider recommended by the EAP.

Abuse of sick leave is considered a serious offense and may lead to harsh discipline being imposed up to, and including, termination.

SPECIAL WORK HOURS

- | | |
|--|---|
| Duty Supervisors – <u>Weekend Duty</u> | Supervisors go on duty 4:00 p.m. on Friday, duty ends Monday morning at beginning of the day shift, 7:30 a.m. |
| Duty Supervisors – <u>Holiday Duty</u> | If a Holiday is on Monday, supervisors on duty will take over at 7:30 a.m. on that day and duty will end at 7:30 a.m. the following day. If a Holiday comes on a weekday other than Monday, the duty supervisor will take over at 4:00 p.m. the day before the Holiday and duty will end at 7:00 a.m. of the day after the Holiday. |
| Night Employees – <u>Regular Duty</u> | Night (shift employees) will be assigned shifts on a staggering schedule beginning at 4:00 p.m. to 6:00 a.m. the next morning and on days of the week or weekend to accommodate proper utility coverage. |
| Night Employees – <u>Holiday Duty</u> | Night (shift employees) will be assigned Holiday shift duty on a staggered schedule beginning at a time set by the Holiday supervisor – Holiday schedules will be prepared yearly in January with assignments. |

The General Manager will establish the working hours for all employees and may vary the hours as necessary to fulfill the work required.

SUBSTANCE ABUSE POLICY

It is the Kent County Water Authority's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on the Kent County Water Authority premises and while conducting business-related activities off the Kent County Water Authority premises, no employee may use, possess, distribute, sell, and/or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to

perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including, immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program.

For any questions, refer to Kent County Water Authority's Substance Abuse Policy 94-1.

TELEPHONE & ELECTRONIC USAGE

The use of company telephones or electronic equipment is for business purposes only. Any personal usage shall be of an emergency or non-routine nature. Violations of this policy may lead to discipline being imposed.

UNIFORMS

Uniforms are provided to all hourly field and night employees and must be worn at all times while on duty. Failure to comply may result in discipline being imposed up to, and including, termination. Maintenance and repair of uniforms is the responsibility of the employee, and such maintenance shall be performed promptly as required. The Kent County Water Authority will provide replacement uniforms on an as-needed basis.

VACATIONS

The Kent County Water Authority shall provide each full time employee with paid vacation as follows:

- Full time employees with less than two years of continuous service:

Vacation time accrues at the rate of $5/6^{\text{ths}}$ of a day per month to a maximum of 10 days per calendar year. Accrual commences on the first month of hire provided the hire date is prior to the 15th of the month; otherwise, accrual begins the second month.

- Full time employees after two years of continuous service:

Vacation time accrues at the rate of $15/12^{\text{ths}}$ of a day per month to a maximum of 15 days per calendar year.

- Full time employees after fifteen years of continuous service:

Vacation time accrues at the rate of $20/12^{\text{ths}}$ of a day per month to a maximum of 20 days per calendar year.

Employees must be actively at work each month for which a vacation accrual is earned. Actively at work is defined as receiving compensation (regular pay, sick leave, personal leave or vacation) for at least one-half of the workdays in any given month. The employee's supervisor must approve all scheduled vacations at least two weeks in advance. The General Manager shall arbitrate any conflict between an employee and his or her supervisor over this clause and he or she can deny vacation requests if such a request might cause a hardship to the Authority or create an overtime situation.

Employees may be allowed to carry over from one year to another not more than the vacation time accrued and credited in two years. All excess will be forfeited or not allowed to be accrued. No employee may take more than two (2) weeks accrued vested vacation at a time and is always subject to the approval of the General Manager.

Example: Employee "A" has accrued 32 days vacation. Employee "A" has been with the company for 18 years and will accrue 20 days vacation come January of the following year. If employee "A" does not utilize at least 12 days vacation by January, employee "A" will forfeit 12 days vacation. The maximum number of accrued vacation days as of January cannot exceed 40 days for employee "A". (This is 20 days per year times 2 years allowed accrual for a maximum total of 40 days.)

Vacation will accrue for all military personnel that have been activated by order of the President of the United States for the duration of the activation, only as long as the presidential order remains in effect.

Vacation schedules shall be prepared in January of each year and shall be based upon the amount of accrual from the previous year.

EXHIBIT G

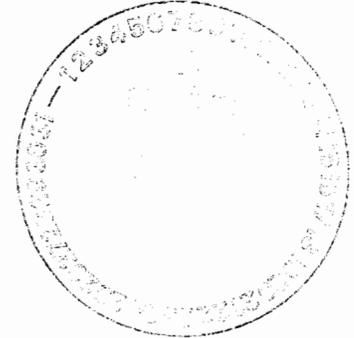
August 16, 2006



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

August 3, 2006

Mr. Timothy J. Brown, P.E.
General Manager/Chief Engineer
Kent County Water Authority
P.O. Box 192
West Warwick, RI 02893-0192



Re: Cleaning & Lining of Existing 12" Cast Iron Water Main
Greenwich Avenue, Warwick

Dear Mr. Brown:

On Tuesday (August 1, 2006) at 10:00 A.M., bids were received by the Kent County Water Authority and were opened and read for the Cleaning & Lining of Existing 12" Cast Iron Water Main Project. The following three (3) general contractors submitted a sealed bid:

COMPANY	TOTAL BID
1. Heitkamp, Inc. - 99 Callender, Watertown, CT 06795	\$ 1,686,686.86
2. J. Fletcher Creamer & Son, Inc. - 101 E. Broadway, Hackensack, NJ 07601	\$ 2,281,130.00
3. Dewcon, Inc. - P. O. Box 439, Basking Ridge, NJ 07920	\$ 2,685,405.00

James J. Geremia & Associates, Inc. (JGA) has evaluated the bids on the basis of a general review of the bidders. The following are details of our evaluation:

- A. General Review of the Bidders:** We reviewed the bids submitted by the contractors to determine if they had provided all documentation required by the contract documents. Our evaluation indicated that the contractors complied with all requirements. A mathematical check of the bids were conducted and there were no mathematical errors (bid tabulation is enclosed).
- B. Heitkamp, Inc.'s Capability to Carry Out This Project:** Heitkamp, Inc. has completed several similar projects (on schedule and within the budget).
- C. Review of References:** We have revised Heitkamp, Inc.'s references. We have spoken with:
1. Mr. David Lohman - Meriden CT Water Division (203-630-4256): Mr. Lohman stated that Heitkamp, Inc. has cleaned and cement lined over 80,000 linear feet of water main ranging in size from 6" to 20" on various projects. He stated that the quality of work is excellent and that the crews work well among themselves. He also stated that Heitkamp, Inc. worked well with the Water Division. The projects have been completed on time and some have been completed ahead of schedule.

161



2. Mr. Michael Mazurik - Baltimore County, Department of Public Works (410-887-3783): Mr. Mazurik stated that Heitkamp, Inc. has been cleaning and cement lining water mains for Baltimore County for the past ten years. The current project consists of cleaning and lining 78,300 linear feet of 6", 8", 10" and 12" water mains at a cost of \$3.5 Million. The project is currently 20% complete. The projects have been completed in a timely manner, without change orders. Mr. Mazurik stated that the County has a good working relationship with Heitkamp, Inc. and that KCWA will be pleased with their workmanship. The current production is 5,000 linear feet per month.
3. Mr. Brian Lakin - South Central Connecticut Regional Water Authority (203-624-6671): Mr. Lakin stated that Heitkamp, Inc., through competitive bidding, has completed cleaning and cement lining of water pipe projects on an annual basis for the past sixteen years. He is happy with their performance and stated that the projects have been completed in a timely manner, and quite a few have been completed earlier than required. Heitkamp, Inc.'s current project involves cleaning and lining of eight miles of 6" - 30" water mains. Most of the change orders have been necessitated by Mr. Lakin. Change orders that were requested by Heitkamp, Inc. were legitimate and the costs were not exorbitant.
4. Mr. Kevin Patients - Washington Suburban Sanitary Commission (301-206-7339): Mr. Patients stated that Heitkamp, Inc. has completed several cleaning and lining of water mains since 1986. At the present time, Heitkamp, Inc.'s project consists of cleaning and lining of 10,000 linear feet of 8" water mains. He stated that, overall, the workmanship is satisfactory and the projects have been completed on time. Mr. Patients stated he wanted us to be aware that Heitkamp, Inc. has been "change order happy" and that nick and pick.

In conclusion, based on the above, we have determined that Heitkamp, Inc. submitted the lowest responsive and responsible bid.

If you have any questions, please call.

Very truly yours,

JAMES J. GEREMIA & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Richard M. Hencler".

Richard M. Hencler, P.E.
Project Manager

Enclosures



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



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



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



August 3, 2006

Mr. Timothy J. Brown, P.E.
General Manager/Chief Engineer
Kent County Water Authority
P.O. Box 192
West Warwick, RI 02893-0192

Re: Replacement of the Existing 12" Cast Iron Water Main
Greenwich Avenue, Warwick

Dear Mr. Brown:

As requested, JGA has developed a cost estimate for the KCWA which consists of replacing the existing 12" cast iron water main with a new 12" ductile iron water main. The 2005 Infrastructure Water Improvement Project bid costs were used.

It is estimated that the construction cost would be \$1.6 Million (enclosed is a summary of the construction cost).

If you have any questions, please call.

Very truly yours,

JAMES J. GEREMIA & ASSOCIATES, INC.

Richard M. Hencler, P.E.
Project Manager

Enclosure

NEW 12" DI WATERMAIN GREENWICH AVENUE

08/03/06

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	COST
1	Excav. Below Normal	CY	50	\$20.00	\$ 1,000.00
2	Exc. & Refill for Test Pits	CY	500	\$35.00	\$ 17,500.00
3	Earth Borrow	CY	325	\$10.00	\$ 3,250.00
4	Rock Excav.-Boulders	CY	200	\$60.00	\$ 12,000.00
5	Rock Excav.-Mechanical	CY	50	\$250.00	\$ 12,500.00
6	Calicum Chloride	LB	10000	\$0.50	\$ 5,000.00
7	F & I 12" D.I. Water Main	LF	5200	\$100.00	\$ 520,000.00
8	F & I 8" D.I. Water Main	LF	200	\$90.00	\$ 18,000.00
9	F & I 6" D.I. Water Main	LF	300	\$80.00	\$ 24,000.00
10	F & I 12x8 Tee	EA	14	\$700.00	\$ 9,800.00
11	F & I 12x6 Tee	EA	6	\$650.00	\$ 3,900.00
12	F & I 12" Elbows	EA	6	\$650.00	\$ 3,900.00
13	F & I 8" Elbows	EA	10	\$500.00	\$ 5,000.00
14	F & I 6" Elbows	EA	10	\$500.00	\$ 5,000.00
15	F & I 12x6 Reducer	EA	1	\$800.00	\$ 800.00
16	F & I 8x6 Reducer	EA	6	\$700.00	\$ 4,200.00
17	F & I 12" Caps	EA	1	\$400.00	\$ 400.00
18	F & I 8" Caps	EA	2	\$700.00	\$ 1,400.00
19	F & I 12" Gate Valves	EA	8	\$2,500.00	\$ 20,000.00
20	F & I 8" Gate Valves	EA	10	\$1,500.00	\$ 15,000.00
21	F & I 6" Gate Valves	EA	6	\$800.00	\$ 4,800.00
22	12" Insertion Valve	EA	2	\$16,000.00	\$ 32,000.00
23	F & I Blowoff	EA	5	\$700.00	\$ 3,500.00
24	F & I 2" Corporation Stops	EA	6	\$275.00	\$ 1,650.00
25	F & I 1" Corporation Stops	EA	6	\$125.00	\$ 750.00
26	F & I 3/4" Corporation Stops	EA	62	\$100.00	\$ 6,200.00
27	F & I 2" Curb Stops	EA	6	\$175.00	\$ 1,050.00
28	F & I 1" Curb Stops	EA	6	\$125.00	\$ 750.00
29	F & I 3/4" Curb Stops	EA	62	\$50.00	\$ 3,100.00
30	F&I 2" Water Service	LF	65	\$60.00	\$ 3,900.00
31	F&I 2" Water Service Trenchless	LF	140	\$100.00	\$ 14,000.00
32	F&I 2" Water Service w/2" insulation	LF	20	\$80.00	\$ 1,600.00
33	F&I 1" Water Service	LF	125	\$40.00	\$ 5,000.00
34	F&I 1" Water Service Trenchless	LF	50	\$80.00	\$ 4,000.00
35	F&I 1" Water Service w/2" insulation	LF	20	\$50.00	\$ 1,000.00
36	F&I 3/4" Water Service	LF	505	\$35.00	\$ 17,675.00
37	F&I 3/4" Water Service Trenchless	LF	1200	\$75.00	\$ 90,000.00
38	F&I 3/4" Water Service w/2" insulation	LF	20	\$45.00	\$ 900.00
39	F & I 2" Temporary Pavement	SY	3600	\$15.00	\$ 54,000.00
40	F & I Bituminous Concrete Overlay (2")	SY	16000	\$6.00	\$ 96,000.00
41	Leveling Course	TON	350	\$75.00	\$ 26,250.00
42	F & I Full Depth Trench Patch	TON	1600	\$125.00	\$ 200,000.00
43	F & I Bituminous Concrete Sidewalks	SY	300	\$30.00	\$ 9,000.00
44	F & I Concrete Sidewalks	SY	50	\$60.00	\$ 3,000.00
45	Cold Planning- Full Width	SY	16000	\$6.00	\$ 96,000.00
46	Epoxy Resin Pavement Markings	LF	21400	\$1.00	\$ 21,400.00
47	Waterborne Pavement Markings	LF	21400	\$1.00	\$ 21,400.00
48	Soil Compaction	ALLOW	1	\$25,000.00	\$ 25,000.00
49	Processed Gravel Roadway Base	CY	1200	\$18.00	\$ 21,600.00
50	Flowable Fill	CY	18	\$100.00	\$ 1,800.00
51	12" RCP Drain	LF	50	\$50.00	\$ 2,500.00
52	Culvert Crossing	LS	1	\$150,000.00	\$ 150,000.00
				Subtotal	\$ 1,602,475.00
				Contingencies	\$ 160,247.50
				Total	\$ 1,762,722.50

EXHIBIT H

August 16, 2006

ARTIC CIRCULATOR IMPROVEMENTS PHASE 11
WEST WARWICK

Rhode Island Federal-Aid Project No. CONST. STP-0033-004

Rhode Island Contract No. 2006-CT-043

CONSTRUCTION AND MAINTENANCE AGREEMENT
STATE HIGHWAY/PRIVATE OWNER FACILITIES

by and between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

and the

KENT COUNTY WATER AUTHORITY

AGREEMENT entered into by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS (hereinafter called the STATE), through its Department of Transportation and the KENT COUNTY WATER AUTHORITY (hereinafter called the OWNER).

WHEREAS the STATE is planning THE ABOVE REFERENCED PROJECT IN WEST WARWICK, Rhode Island with funds apportioned to the STATE under the Federal-Aid Highway Act, as amended and supplemented, and from other sources available for the purpose, and

WHEREAS the OWNER has installed and is operating and/or maintaining an WATER DISTRIBUTION SYSTEM (hereinafter called the FACILITIES), and in connection with said Project and appurtenances it will be necessary to displace, relocate, alter, and/or adjust certain portions of said FACILITIES to the extent shown on DRAINAGE & UTILITY PLANS AND LIST OF QUANTITIES inclusive, which is attached hereto and made a part hereof, and

WHEREAS the eligibility of Federal participation has been established in accordance with Part 645 - Utilities, Subpart A - Utility Relocations, Adjustments and Reimbursement of the Federal-Aid Policy Guide (FAPG) of the United States Department of Transportation, Federal Highway Administration; and

WHEREAS said alterations and/or adjustments must be closely and dependably integrated with said Project and appurtenances during the various phases of operations, both preparatory and permanent, for the best interest of traffic movement and control and for public convenience, and

WHEREAS credit for expired service life of the replaced FACILITIES may be required, when applicable, in accordance with the provisions of the aforementioned FAPG, Part 645, Subpart A, and

WHEREAS the predominant portion of the existing FACILITIES must be maintained in service until the replacement FACILITIES are completed.

NOW THEREFORE, the STATE and the OWNER hereby agree as follows:

SECTION I - GENERAL PROVISIONS

1. The OWNER will allow the STATE to enter onto its property for purposes of constructing the Project and the improvements.

SECTION II - DIVISION OF WORK

1. All necessary labor, materials, equipment and other services shall be furnished by or for the OWNER in accordance with the aforementioned FAPG, Part 645, Subpart A of the Federal Highway Administration, and the work shall be done by Method _____ (d) _____ as shown below:

- (a) By the OWNER's forces.
- (b) By a contractor, who shall have prior approval of the STATE, in case the OWNER is not adequately staffed or equipped to perform the adjustments with its own forces and their method is in the best interest of the STATE.
- (c) By a continuing contract subject to approval by the STATE, under which certain work is regularly performed for the OWNER and under which the lowest available costs are developed.
- (d) By the STATE Contractor awarded the Project.

2. A Pre-Bid Conference will be held between representatives of the STATE, the Contractor(s) and the affected utilities in order to acquaint the interested parties with all possible utility relocations and/or adjustments to be required.

3. After the Contract has been awarded, a Pre-Construction Conference will be held, at which time the Contractor will meet with representatives of the STATE and the utilities in order to expedite the progress of the Project and the utility installations and adjustments. The OWNER or its Contractor shall have available all necessary personnel and materials as are delineated on the plans as are necessary to make the changes to its FACILITIES, to the completion of the Project and shall cooperate with the STATE's Resident Engineer and Contractor to expedite the Project.

4. All work performed under this Agreement is subject to approval and inspection of the STATE and Federal authorities, in accordance with the provisions of the aforementioned FAPG, Part 645, Subpart A of the Federal Highway Administration, as amended and supplemented, which is hereby made a part of this Agreement by reference. All work relative to the FACILITIES shall conform to the OWNER's standard specifications and procedures.5.

All construction signing shall meet the requirements of the Manual of Uniform Traffic Control Devices, including all latest revisions.

6. During and after the adjustment of the OWNER's FACILITIES, the work by the STATE's Contractor will be undertaken with normal safety precautions.

SECTION III - DIVISION OF EXPENSE

1. All estimates for the work necessary to complete the adjustment of the OWNER's FACILITIES shall be submitted for approval and be at a reasonable cost as set forth in cost estimates as listed below:

(a) An estimate of the costs of labor, materials, equipment and other services to be furnished by the OWNER for their alterations and adjustments in the amount of ZERO dollars (\$ 0.00), dated N. A. , is attached hereto and made a part of this Agreement.

(b) An estimate of the cost of work to be performed by the STATE's Contractor awarded the Project under this Agreement, in the amount of NINE THOUSAND SIX HUNDRED SIXTY AND 00/100 dollars (\$ 9,660.00), which will be borne by the STATE, is attached hereto and made a part of this Agreement.

2. In the event that a substantial change in the scope of work or materials required becomes necessary, a revised estimate of cost and a revised plan shall be submitted by the OWNER to the STATE for approval and subsequent inclusion in this Agreement.

3. In reference to work done by the OWNER and/or its Contractor, under this Agreement, the STATE will reimburse the OWNER for the actual costs and related indirect costs incurred (including Preliminary Engineering) in accordance with the accounting procedures in use by the OWNER in its operations, less the salvage value of materials removed, all in accordance with the provisions of the aforementioned FAPG, Part 645, Subpart A, presently in effect. The OWNER'S cost records and accounts shall be available for inspection and audit by the representatives of the STATE and the Federal Highway Administration. All labor, materials, equipment and other services furnished by and/or for the OWNER shall be billed to the STATE only by the OWNER.

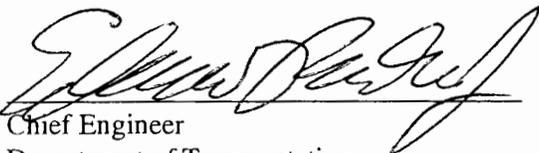
SECTION IV - FUTURE MAINTENANCE

Upon completion of the alterations and/or adjustments of the OWNER's FACILITIES, the OWNER shall thereafter own and shall maintain said FACILITIES as altered and/or adjusted, including the cost thereof, with the restriction that maintenance thereof shall be done in a manner not detrimental to the highway and its uses, and on the condition that FACILITIES located inside or outside of Freeway Lines (limited access highways) shall not be serviced by access from the through lanes or ramps, except that FACILITIES located within interchange areas may be serviced from ramps provided that service vehicles and equipment are first driven entirely off the pavement. Sufficient Traffic Control, at the OWNER's expense must be provided in accordance with the requirements of the Manual of Uniform Traffic Control Devices, including all latest revisions.

ARTIC CIRCULATOR IMPROVEMENTS PHASE 11
WEST WARWICK
RHODE ISLAND CONTRACT 2006-CT-043

IN WITNESS WHEREOF, the STATE and the OWNER have caused this AGREEMENT to be executed by their duly authorized officials as of the 16th day of August, 2006.

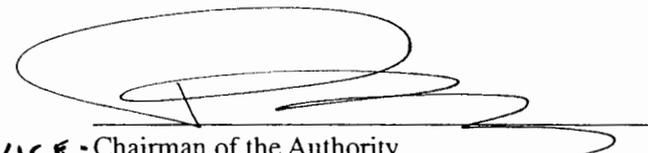
Recommended for Approval:


Chief Engineer
Department of Transportation

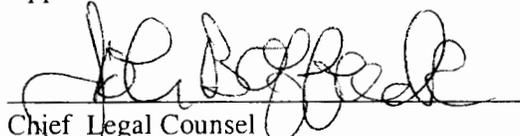
Recommended for Approval


Acting Chief Financial Officer
Department of Transportation

KENT COUNTY WATER AUTHORITY


VICE - Chairman of the Authority

Approved as to form:


Chief Legal Counsel
Department of Transportation

Approved:


Director
Department of Transportation

Examined and Approved:

N.A.

Division Administrator
U.S. Department of Transportation

**ARCTIC CIRCULATOR IMPROVEMENTS PHASE II
WEST WARWICK, RHODE ISLAND
R.I.C. NO 2006-CT-043; F.A.P. NO.
CONSTRUCTION AND MAINTENANCE AGREEMENT**

Kent County Water Authority

Item 701.8151 CURB STOP BOX

<u>Location</u>	<u>Quantity (EA)</u>	<u>Price</u>	<u>Total Cost</u>
General Plan 1	3	\$275.00	\$825.00
General Plan 2	1	\$275.00	\$275.00
General Plan 3	3	\$275.00	\$825.00
General Plan 4	1	\$275.00	\$275.00
Subtotal:	8		\$2,200.00

Item 712.0100 WATER GATE BOX

<u>Location</u>	<u>Quantity (EA)</u>	<u>Price</u>	<u>Total Cost</u>
General Plan 1	8	\$150.00	\$1,200.00
General Plan 2	4	\$150.00	\$600.00
General Plan 3	11	\$150.00	\$1,650.00
General Plan 4	5	\$150.00	\$750.00
General Plan 5	2	\$150.00	\$300.00
Subtotal:	30		\$4,500.00

Item 713.8268 ADJUST CURB STOP BOX TO GRADE

<u>Location</u>	<u>Quantity (EA)</u>	<u>Price</u>	<u>Total Cost</u>
General Plan 1	3	\$100.00	\$300.00
General Plan 2	1	\$100.00	\$100.00
General Plan 3	3	\$100.00	\$300.00
General Plan 4	1	\$100.00	\$100.00
Subtotal:	8		\$800.00

Item 713.8269 ADJUST WATER GATE BOXES TO GRADE

<u>Location</u>	<u>Quantity (EA)</u>	<u>Price</u>	<u>Total Cost</u>
General Plan 1	7	\$72.00	\$504.00
General Plan 2	4	\$72.00	\$288.00
General Plan 3	12	\$72.00	\$864.00
General Plan 4	5	\$72.00	\$360.00
General Plan 5	2	\$72.00	\$144.00
Subtotal:	30		\$2,160.00

EXHIBIT I

August 16, 2006

**DRAFT
FOR REVIEW ONLY**

August 10, 2006

Lully Massaro, Commission Clerk
Public Utilities Commission
89 Jefferson Blvd.
Warwick RI 02888

Re: Docket # 3761 – Petition to Implement Summer Shut Off Moratorium

Dear Ms. Massaro:

In response to your memo as Commission Clerk provided on August 4, 2006, Kent County Water Authority would like to offer comments in this Docket relating to implementation of summer moratorium for utility shut offs. Being a water supplier, there are two types of summer terminations that are implemented by Kent County Water Authority during this period. The first is for non-payment of outstanding bills past due by seventy days, and the second being violation of the Odd/Even Watering Moratorium or if called “Mandatory Outside Water Use Bans”. The second are used to control demand within our system during emergencies, and may be elevated to full moratorium requiring us to police our system on a 24 hour basis. These are primarily done to eliminate exterior water usage because of public health and fire safety concerns. This cannot be interpreted as a shut off because of non-payment. It is a shut off that is implemented for failure to comply with our regulations. Water is always restored upon the payment of the \$50.00 turn on fee and an understanding by the customer that they will abide by the moratorium and/or the Odd/Even Watering Policy. Without this vehicle, we would certainly not be able to supply our customers and provide sufficient fire supply during high demand periods. If a shut off moratorium is implemented and did not provide for bans such as this, it will be devastating to our ability to supply our customers and would affect the public safety of those customers.

In the case of non payment shut offs, Kent County Water Authority already ceases these during hot weather where customers could be compromised due to the inability to be served because of failure to pay. We also have a variety of payment plans that are available to the customers under our rules and regulations for termination of service and are readily available at all times for use by our customers. To our recollection, we have not had a problem with termination of service on excessively hot days because of the procedures that we have in place.

We certainly will be able to provide additional comments if the Commission wishes during the presentation of this Docket, and we hope this information is sufficient for your needs. We must emphasize again, the differences between the shut offs under a moratorium of violation of rules and regulations versus payment of customer's bills. We believe the methods we have in place are more than sufficient to protect the customers during the hot weather period and additional regulations are unnecessary.

Very truly yours,
KENT COUNTY WATER AUTHORITY

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

TJB/cah

EXHIBIT J

August 16, 2006

CHANGE ORDER

No. 3

DATE OF ISSUANCE August 16, 2006

EFFECTIVE DATE August 16, 2006

OWNER Kent County Water Authority, 1072 Main Street, W. Warwick, RI 02893

CONTRACTOR Walsh Construction, 2 Commercial Street, Sharon, MA 02067

Contract: Rehabilitation of the Clinton Avenue Pump Station

Project: Rehabilitation of the Clinton Avenue Pump Station

OWNER's Contract No. _____ ENGINEER's Project No. J0362.01

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

You are directed to make the following changes in the Contract Documents:

Description:

- 1) Provide miscellaneous contract revisions as identified in attached Summary Listing.
- 2) Revise Unit Price quantities as identified in attached Summary Listing.
- 3) Extend contract times by 145 days. Revise costs per attached Summary Listing.

Reason for Change Order:

- 1) Refer to attached C&E correspondence dated August 11, 2006.
- 2) Adjust final quantities to reflect actual quantities for unit price work performed as verified during construction.
- 3) Extension of contract times due to delay / additional work related to High Service Pumps testing.

Attachments: (List documents supporting change)

C&E correspondence dated August 11, 2006. Change Order No. 3 Summary Listing with Walsh cost proposals and C&E requests for cost proposal attached as applicable.

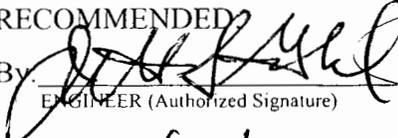
CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>4,378,000.00</u>
Net Increase (Decrease) from previous Change Orders No. <u> </u> to <u> </u> : \$ <u>55,815.33</u>
Contract Price prior to this Change Order: \$ <u>4,433,815.33</u>
Net increase (decrease) of this Change Order: \$ <u>(3,638.68)</u>
Contract Price with all approved Change Orders: \$ <u>4,430,176.65</u>

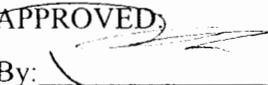
CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>315 days</u> Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>38 days</u> Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>353 days</u> Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>145 days</u> Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>498 days</u> Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By:  ENGINEER (Authorized Signature)

By:  OWNER (Authorized Signature)

By:  CONTRACTOR (Authorized Signature)

Date: 8/15/06

Date: 8/16/06

Date: 8-14-06

**Kent County Water Authority
Rehabilitation of the Clinton Avenue Pump Station**

Change Order No. 3 – Summary Listing

A. Contract Revisions

Item	Description	Amount
1	Seal Water Drains	\$3,545.88
2	Add Surge Relief Valve Position Indication to I&C	\$4,577.61
3	Delete Electrical Room Ceiling/Revise Boiler Room Ceiling to 1-Hr Fire Rated	(\$14,063.92)
4	Furnish Spare Lift Station Drainage Pump	\$1,150.00
5	High Service Pumps Testing Provisions	\$10,827.48
6	Bypass System Fuel Oil – May 21, 2006 Power Failure	\$542.30
7	Additional Yard Pipe Fittings	\$8,343.84
8	Door Cylinders / Locks	\$428.13
Sub-Total –Changer Order No. 3 Contract Revisions		\$15,351.32

B. Quantity Revisions – Unit Price Items

Revise Unit Quantities appearing on Pages 00310-4 and 00310-5 of the Contract Documents to the Actual Quantity listed below. Contract price revised as follows:

Bid Item	Description	Bid Quantity	Actual Quantity	Bid Unit Price	Contract Price Revision
1.02	Trench Rock Excavation and Disposal	50	37	\$320.00/CY	(\$4,160.00)
1.03	“Open” Rock Excavation and Disposal	50	37	\$260.00/CY	(\$3,380.00)
1.04	Excavation of Unsuitable Materials	25	15	\$40.00/CY	(\$400.00)
1.06	Additional Cast in Place Concrete	25	2	\$430.00/CY	(\$9,890.00)
1.07	Bentonite Check Dams	25	23	\$220/CY	(\$440.00)
1.08	Crushed Stone	50	34	\$45.00/CY	(\$720.00)
Sub-Total –Changer Order No. 3 Quantity Revisions					(\$18,990.00)
Total –Changer Order No. 3					(\$3,638.68)
Previous Total Contract Amount					\$4,433,815.33
Revised Total Contract Amount					\$4,430,176.65

EXHIBIT K

August 16, 2006

PLANNING DOCUMENT \$25,000/YEAR ALLOCATION

PROJECT	STATUS
Water Supply System Management Plan WSSMP	Approved & completed 5 year update due 2007
Clean Water Infrastructure Plan	Approval June 13, 2003. 5 year update due 2008
Vulnerability Assessment Bio-Terrorism Bill	Submitted December 19, 2003
Revised Emergency Response Plan	By June 19, 2004
Simplified EFP Topic Sheets/Employee distribution	December 2004

UPDATED CIP PROJECTS BOND FUNDING

PROJECT	STATUS
Mishnock Well Field (new wells) CIP - 1A	Project closed out.
Mishnock Transmission Mains CIP - 1B	Project closed out.
Mishnock Treatment Plant CIP - 1C	Project closed out.
R-CIP 19 Tiogue Avenue Main	Project closed out.
East Greenwich Well Treatment Plant – CIP-2	Pilot Program Mishnock Proceeding
Blackrock Road Transmission Main – CIP-4	Completed
Clinton Avenue Pump Station Rehabilitation CIP - 7A	Construction On-going Pumps Operational C. O. #3 Execution
Read School House Road Tank CIP - 7B	Legal Review of Land Swap
Read School House Road Main CIP 7c, 7d, 8a	On hold till tank site is secured.

IFR FUNDED PROJECTS

PROJECT	STATUS
IFR 2003	Construction completed.
IFR 2005	Construction On-going.
IFR 2006 A	Reconfiguration & Design Underway
IFR 2006 B	Reconfiguration of Design
IFR 2007	On Hold, Additional Funding Required
Geographic Information System Base Map	Completed.
Geographic Information System Second Phase	Completed.
Knotty Oak Road. Old CIP 5	Construction completed.
Tiogue Tank Modified Service Area	Project closed out.
Setian Lane new pumping station and Frenchtown vault rehabilitation.	Completed.
Setian Lane Tank painting	Completed.
Oaklawn Meter Replacement IFR	Completed.
PWSB 78" / Johnson Blvd. P.S. Modification	Ames Street & Main Street Rehabilitation Design Proceeding Under 2006 A.
Rehabilitation Mishnock #3	Redevelopment completed.
Revised Hydraulic Model	
Color Study Mishnock Wells	Pilot Program Operational. Review Removal Report
Cleaning & Lining Greenwich Avenue	Approval or Rejection Required
Spring Lake Well Redevelopment	Completed.
PROJECT	STATUS
Web site preparation	Up and running.
Strategic Plan	For Approval
CCR 2003	Mailed.
Colvintown Road	Completed.