

KENT COUNTY WATER AUTHORITY

BOARD MEETING MINUTES

September 16, 2010

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 September 16, 2010.

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

The minutes of the Board meeting of August 19, 2010 were moved for approval by Board Member Giorgio and seconded by Board Member Masterson and were unanimously approved.

GUESTS:

High Service Requests

Robert B. Wichert, 65 Isle of Capri Road, Coventry

Robert B. Wichert appeared before the Board. Mr. Wichert did not have a sketch of the lot when asked by the Chairman and he stated that the home is his summer house and the cesspools are 30 feet away from the well and it is not an acceptable health issue.

The General Manager stated that high service gradient needs Board approval because of the deficit of water. The Chairman stated that it is not used year round. Board Member Masterson asked whether other houses in the neighborhood were connected to Kent County Water Authority and it was answered in the affirmative.

It was moved by Board Member Inman and seconded by Board Member Masterson to conditionally approve the request for water supply to service a single family home for health issues with the following conditions in lieu of a moratorium:

1. The Kent County Water Authority (KCWA) is not a guarantor of water supply for this or any other approval and KCWA can only supply water reasonably available to it and therefore any applicant/customer of KCWA understands that any third party commitments made by a 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 any calculation or drawing or an increase or change in demand as proposed, which materially affects the ability to supply water to the site, will be the responsibility of the applicant/customer and not the KCWA.

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

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

And it was unanimously,

VOTED: To conditionally approve the request for water supply to service a single family home with the following conditions in lieu of a moratorium:

1. The Kent County Water Authority (KCWA) is not a guarantor of water supply for this or any other approval and KCWA can only supply water reasonably available to it and therefore any applicant/customer of KCWA understands that any third party commitments made by a 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 any calculation or drawing 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.
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6. If irrigation systems are installed, they must be supplied by a private well. Xeriscape landscaping technique and/or proper planting bed (high water holding capacity) soil preparation shall be employed throughout the project.

291 Crompton Road, RIDOT

The General Manager stated that the State of Rhode Island needs to connect a house when it contaminated the well and it only can be remedied by connection to the Kent County Water Authority.

It was moved by Board Member Masterson and Board Member Giorgio to conditionally approve the request for water supply to service a single family home due to the health issues of the occupants with the following conditions in lieu of a moratorium:

1. The Kent County Water Authority (KCWA) is not a guarantor of water supply for this or any other approval and KCWA can only supply water reasonably available to it and therefore any applicant/customer of KCWA understands that any third party commitments made by a 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.
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James Cantara, Hopkins Hill Road, AP 13, Lot 41

The parties had obtained an approval from Kent County Water Authority in 2009 and the approval expired and it was originally approved in 2007.

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Natgun Corporation, Liquidated Damages

The General Manager stated that Natgun was indebted to Kent County Water Authority for the liquidated damages delay of 83 days in the amount of \$41,500 plus actual damages of approximately \$23,000. The Chairman stated that the board had reviewed the matter at several previous meetings, including August 19, 2010 and has exercised its due diligence to assess the situation. The Chairman stated that Natgun obviously was still asking that it be waived. The Chairman stated that the

damages are significant and the schedule was not followed which caused financial damages and neglect is the chief problem and it must stop. He continued that penalties are the only way to draw attention to contractor employees slovenly manner of work that caused contamination of infrastructure.

The Chairman suggested that Kent County Water Authority waive the approximate \$23,000 in actual damages but that Natgun pay the liquidated damages. The Chairman reiterated that the Authority was delayed 83 days and it was not acceptable.

Board Member Masterson commented that liquidated damages are by contract and are exact. Board Member Giorgio stated that there was no reason for Natgun to be here asking for relief from the damages and that the contract was delayed for contamination issues which is not acceptable.

The Chairman again suggested that Natgun pay \$41,500 for liquidated damages and eliminate the approximate \$23,000 which is fair under all of the circumstances. James Diggins, PE, Representative of Natgun, agreed that it was more than fair.

Board Member Inman stated that Legal Counsel would need to be involved in the settlement. Board Member Giorgio stated that Kent County Water Authority is owed for 83 days for \$41,500 and the actual damages are a litigation issue.

Board Member Gallucci moved and it was seconded by Board Member Inman to assess the 83 days of liquidated damages in the amount of \$41,500 pursuant to the contract between Natgun and Kent County Water Authority and will be deducted from final payment of Capital Improvement Project 7A (CIP 7A) and that the actual damages be waived due to the circumstances which are in the best interests of Kent County Water Authority.

Mr. Diggins told the Board that he appreciated the time allotted. And it was unanimously,

VOTED: To assess the 83 days of liquidated damages in the amount of \$41,500 pursuant to the contract between Natgun and Kent County Water Authority and will be deducted from final payment of Capital Improvement Project 7A (CIP 7A) and that the actual damages be waived due to the circumstances which are in the best interests of Kent County Water Authority.

LEGAL MATTERS

G-Tech

The hearing date was held on April 27, 2009 and the DPUC issued a Division Order on May 20, 2009 which states that the Complaint filed by GTECH Corporation on July 22, 2008 against Kent County Water Authority is hereby denied and dismissed. The deadline for GTECH to file an appeal is June 20, 2009. GTECH filed an appeal on June 19, 2009 in the Providence County Superior Court to the Decision of the Division of Public Utilities and Carriers of May 20, 2009 which ruled in favor of Kent County Water Authority. Kent County Water Authority answered the complaint on June 29, 2009 and Legal Counsel will engage in that portion of this continuing litigation. The parties have filed a consent order with the Court for the schedule of the briefs. GTECH brief was received on October 2, 2009 and Kent County Water Authority brief is due November 16, 2009. Kent County Water Authority filed their brief on November 16, 2009. GTECH did not file a reply brief and it is now up for order by the Court. Legal Counsel filed a Motion to Assign to a Judge and the assignment motion was scheduled for February 25, 2010 and was ordered on even date. The matter has been assigned to Judge Vogel, but no hearing date has been set. Legal Counsel requested that the Clerk of the Court schedule a hearing to conclude this matter and a conference with Judge Vogel was held on August 24, 2010 who stated that the Court will be rendering a decision and will give the parties notice.

Harris Mills

The company has gone into receivership. Kent County Water Authority is owed \$3,676.58. Legal Counsel will monitor for proof of claim filing. A permanent receiver was appointed. A proof of claim prepared and forwarded to the General Manager for signature on September 17, 2008 and will be filed in the Kent County Superior Court and sent to the receiver. Proof of Claim was filed and sent to Receiver on September 19, 2008. The proof of claim deadline was December 1, 2008. Legal counsel will continue to monitor for payment on claim. As of May 12, 2009, there has been no change in status. Petition to sell was filed by Receiver in Kent County Superior Court on June 5, 2009. Offer to property made which will allow for partial payment of claims. Legal Counsel will monitor progress of sale.

There has been no further progress regarding the sale of the Harris Mill complex in the receivership matter. Legal Counsel to contact the Receiver for a status report. New offers to purchase have come in which could allow Kent County Water Authority claim in this matter to be paid out of the receivership proceeds. As of September 14, 2009 the previous offer did not materialize. A new offer is being pursued. Legal Counsel will continue to monitor the progress of the sale. The receivership case is in the Supreme Court. There is no further progress on the sale of property at this time (September 16, 2010).

Hope Mill Village Associates

The company is in receivership. Kent County Water Authority is owed \$1,632.44. Legal Counsel to prepare and file Proof of Claim. Proof of Claim was prepared and was forwarded to the General Manager for signatures. Proof of Claim was filed in Kent County Superior Court and was sent to the receiver on August 28, 2008 and as of this date this case is still pending. Hope Mill filed Chapter 11 Bankruptcy on August 20, 2008. Kent County Water Authority was not listed as a creditor. The proof of claim was prepared and signed by the General Manager on November 14, 2008 and was filed with the Bankruptcy Court on November 18, 2008. The proof of claim filing deadline was the end of November, 2008. Pursuant to the plan of reorganization filed by Debtor on November 22, 2008, Kent County Water Authority will be paid in full upon confirmation of the plan by the Bankruptcy Court and Legal Counsel will continue to monitor. As of February 17, 2009 the Court has not scheduled a hearing for confirmation of plan. Debtor will be filing an Amended Plan in March 2009. Legal Counsel will continue to monitor. As of July 16, 2009 the Debtor has not filed an Amended Plan.

The Bankruptcy Court hearing was to be held on August 19, 2009 regarding a motion filed by Hope Mill to convert Chapter 11 to Chapter 7. Legal counsel will monitor the hearing and how the disposition of the hearing will affect the claim of Kent County Water Authority. The hearing was held on December 17, 2009. Assets purchased pursuant to Asset Purchase Agreement. Kent County Water Authority charges to be paid pursuant to Asset Purchase Agreement. Legal Counsel will follow up regarding timetable of payment to Kent County Water Authority. Legal Counsel spoke with Attorney DeAngelis on February 17, 2010 for status on payment to Kent County Water Authority.

Legal Counsel spoke with Attorney DeAngelis on May 13, 2010 and Mr. DeAngelis stated that a final closing has yet to be scheduled, but should be scheduled in the near future. There has been no further progress on scheduling a closing as of September 16, 2010.

West Greenwich Technology Tank/Rockwood

This matter may be in litigation in that Rockwood Corporation had failed to take any steps and continually denied Kent County Water Authority efforts to take any steps in the painting issues inside of the tank and on February 16, 2009 their surety, Lincoln General Insurance Company, denied the claim as well. The matter was reviewed between the General Manager and Legal Counsel. Rockwood sent a proposal to Legal Counsel on March 31, 2009 and the General Manager weighed the same and a response was sent to Rockwood on April 24, 2009. On May 2, 2009 Rockwood sent another proposal and the General Manager responded to the same on May 8, 2009 requesting a written remedial plan proposal within ten days. On May 8, 2009 Rockwood responded by asking the General Manager to reconsider his position. On May 12, 2009 the General Manager sent correspondence to Rockwood stating the Authority will await Rockwood comments to KCWA letter of May 8, 2009. On May 13,

2009 Rockwood provided an additional response to the KCWA letter of May 8, 2009 with questions. On May 13, 2009 the General Manager sent correspondence agreeing to provide Rockwood with more time to complete a plan of remediation for an additional 10 days. On May 14, 2009, Rockwood sent a response and the General Manager, Merithew and Rockwood to have an informal meeting to work out details. The meeting took place and the Authority is monitoring the efforts of Rockwood to remedy the situation. The tank was recently dry inspected and the vendor remediated the same. Kent County Water Authority is awaiting final inspection of the tank with respect to the remediation. Rockwood has performed work at the site and it is necessary to have a final inspection after the tank has been filled. The tank has been filled and inspection is moving forward. This has been concluded. However, inspection followed which disclosed that there were more paint issues. On July 22, 2010, Legal Counsel notified the Bonding Company regarding action to correct. This will be further discussed by the General Manager in IFR projects.

Comptroller of the Currency

On October 16, 2008, Kent County Water Authority resolved to change the Trustee from US Bank to Bank of NY Mellon regarding 2001/2002/2004 bond issue trust administration to be effective January 23, 2009. That on October 17, 2008, Kent County Water Authority timely notified US Bank concerning the transfer of trusteeship. On approximately January 20, 2009, the US Bank announced that it would require \$6,650.00 as transfer fees to accomplish ownership to the Bank of NY Mellon. Additionally, the US Bank kept \$1,667.67 of fees that were previously unused. That in order for the closing and transfer to take place, Kent County Water Authority on January 22, 2009 paid the sum of \$6,650.00 under protest and stated its displeasure with the US Bank and thereby stating that it would not jeopardize its bondholders and therefore paid the same and also sent a copy to the Controller of the Currency. On March 4, 2009 the Controller of the Currency stated that the US Bank would be replying directly to Kent County Water Authority. On March 11, 2009 Kent County Water Authority received a response from US Bank which was totally unsatisfactory. On March 31, 2009, Kent County Water Authority notified the Controller of the Currency concerning the unsatisfactory response of US Bank dated March 11, 2009 and reiterated its position. On June 30, 2009 US Bank sent a check in the amount of \$1,666.67 and it was received by Legal Counsel on July 6, 2009, saying that the same was a bookkeeping error as exhibited on the check. That on July 7, 2009 Kent County Water Authority sent a letter to US Bank with a copy to the Controller of the Currency that the amount for advance services paid was acknowledged and that Kent County Water Authority has not acknowledged its exception to extracting at the 11th hour ransom of \$6,650.00 on January 12, 2009 and it will continued pursuit of its claim with the Controller of the Currency. A follow up letter was sent to the Controller of the Currency on August 21, 2009 and will await a response. A follow up letter was sent on December 17, 2009. The General Manager received a response from the Comptroller of the Currency on January 8, 2010 and on January 11, 2010, Legal Counsel received a response letter from the Comptroller of the Currency which deemed that the complaint is still active. Legal Counsel has been monitoring the status via the website provided

by the Comptroller and there is no updated status as of May 20, 2010 and Legal Counsel sent a follow up letter on May 20, 2010 and September 15, 2010. There has been no response received.

Spectrum Properties, The Oaks, Coventry, Rhode Island

Legal Counsel for the developer forwarded on July 13, 2009 to Kent County Water Authority Legal Counsel for comment on the proposed form of easement deeds with respect to the residential subdivision. On July 29, 2009, Legal Counsel for Kent County Water Authority sent a response to Attorney William Landry setting forth comments to the proposed form of deeds. Legal Counsel received revised deeds from Attorney Landry on September 10, 2009 and they have been forwarded to the General Manager for review and have been approved by the General Manager. On September 24, 2009, Legal Counsel forwarded to Attorney Landry correspondence stating that the form of easement deed has been approved by Kent County Water Authority and for Attorney Landry to forward the original executed deeds to Kent County Water Authority for execution of acceptance. Legal Counsel has not received the deeds to date therefore Legal Counsel forwarded status inquiry correspondence to Attorney Landry on November 18, 2009. Attorney Landry replied to Legal Counsel on November 23, 2009 stating that the developer is in the midst of scheduling a final approval hearing with the Town and Attorney Landry will provide Legal Counsel for KCWA with the anticipated timetable for final approval and recording of the deeds upon Mr. Landry's receipt of this information.

Legal Counsel pursuing Attorney Landry for status of his receipt of timetable for municipal approvals. Legal Counsel telephoned Attorney Landry and left a voicemail message as to status and subsequently forwarded correspondence to Attorney Landry on March 11, 2010 and awaiting a response. On May 11, 2010, Legal Counsel forwarded subsequent correspondence to Attorney Landry inquiring as to the status of the matter. The Developer contacted Legal Counsel directly and informed her that final approvals have not been received. Legal Counsel will monitor progress of the matter.

49 Hebert Street

A complaint was recently filed by the owner of 49 Hebert Street, West Warwick who built a home on subdivisional land albeit, she was aware that the property would not be serviced by Kent County Water Authority because of neighborhood pressure issues. Legal Counsel answered the matter and filed a Data Request (10/5/09) of the Complainant. The pre-hearing conference was held on November 23, 2009 and a schedule of discovery was set and the matter was heard on February 9, 2010 and the Complainant agreed to install a well subject to engineering which would avert the necessity of further hearings. The General Manager and Legal Counsel will continue to monitor the status. Legal Counsel has spoken to Laffey, Esq. and the owner is pursuing the well with Pare Engineering as the parties had agreed that Pare Engineering would give a report concerning the well installation. The report was finalized on April 2, 2010 and the Hearing Officer concluded that the well should be drilled and the Complainant has not been compliant with her agreement. The

Complainant, through her attorney, notified Legal Counsel that the well has been installed and is operational. Legal Counsel forwarded correspondence to Attorney Laffey together with a dismissal stipulation for circulation on to the other parties. The stipulation has been signed by Mr. Laffey and on August 30, 2010 the same was forward to Mr. Hagopian of the Attorney office for his signature. He stated that he needed a certificate of occupancy and a representation that the well was functioning before he would execute the dismissal. Legal Counsel sent an e-mail to Laffey, Esq. to expedite the same on September 10, 2010. The dismissal was received on September 15, 2010 and the original was filed with the DPUC on September 16, 2010.

257A Mishnock Road, West Greenwich, RI

Legal Counsel was contracted by Thomas Goldberg, Esq., Attorney for Wendy Lasalle, current owner of property formerly owned by her late father, Robert Broadhurst. The subject property was occupied by Mr. Broadhurst for over 40 years and is landlocked. Ms. Lasalle is now desirous of selling the real estate and Anthony Q. Cofone, Esq., represents the prospective buyer and is requesting an ingress/egress easement from Kent County Water Authority over its Mishnock land. There is an existing, unimproved roadway formerly utilized by Mr. Broadhurst for access to the property. Attorney Cofone provided Legal Counsel with some recorded maps showing access to the site and Legal Counsel met with Mr. Cofone on June 16, 2010 to review title as Mr. Cofone claims pre-existing rights of way/access. Legal Counsel requested Mr. Cofone memorialize in writing the claim for pre-existing access rights for presentment to the Board. On July 19, 2010, Legal Counsel received correspondence from Attorney Coffone setting forth the title issue and request for easement. On July 29, 2010, Kent County Water Authority informed Attorney Coffone via writing that the prescriptive easement rights set forth in his July 16, 2010 correspondence obviates the need for Kent County Water Authority to provide easement rights to the owner with respect to the wellhead protection land of Kent County Water Authority.

DPUC: Mai Tai Investments Docket No.: D10-111

Mai Tai Investments of Coventry filed a complaint against Kent County Water Authority because of a billing dispute. The matter is new and Kent County Water Authority has responded with a data request and a hearing will be held thereafter.

Director of Finance Report:

The General Manager stated that the poor state of the economy is hampering the collection process and Kent County Water Authority is working very hard on collections and that due to the wet spring the sales have continued to be burdened. The General Manager stated the shut-offs continue and conversely collections are up and have funded the accounts.

Governmental and industrial/commerce sales are down per budget but residential were up and written the budget and \$110,000 to the good.

At the suggestion of the Chairman, the General Manager reiterated the shut off

policy to the Board.

Joanne Gershkoff, Finance Director, explained and submitted the financial report and comparative balance sheets, statements of revenues, expenditures, cash receipts, disbursements attached as “A” and “B” through August, 2010, and after thorough discussion, especially with regard to the sales and revenue shortfalls,

Board Member Gallucci moved and seconded by Board Member Masterson to accept the reports and attach the same as an exhibit and that the same be incorporated by reference and be made a part of these minutes and it was unanimously,

VOTED: That the financial report, comparative balance sheet and statement of revenues, expenditure, cash receipts, disbursements attached as “A” and “B” through August, 2010 be approved as presented and be incorporated herein and are made a part hereof.

Point of Personal Privilege and Communications:

None.

GENERAL MANAGER/CHIEF ENGINEER’S REPORT

Old Business

Engineering Construction Services Mishnock Treatment, Contract Approval

The General Manager stated that Task Order No. 5 was negotiated and he recommended approval of Task Order No. 5 Agreement between Kent County Water Authority and Wright-Pierce for construction services as evidenced and attached as “C” in the amount of \$630,432.00 and the General Manager stated that it is necessary and the amount is fair and reasonable and he recommended the same.

It was moved by Board Member Masterson and seconded by Board Member Gallucci to approve Task Order No. 5 Agreement between Kent County Water Authority and Wright-Pierce for construction services as evidenced and attached as “C” in the amount of \$630,432.00 and it was unanimously,

VOTED: To approve Task Order No. 5 Agreement between Kent County Water Authority and Wright-Pierce for construction services as evidenced and attached as “C” in the amount of \$630,432.00.

New Business

Nightmen – Shorts for Nights

The Chairman stated nighttime working shorts could result in injury to legs and views it as unsafe. No action taken.

New Hire – Equipment Operator/Laborer

The General Manager informed the Board that he interviewed and reviewed applicants for the position of Equipment Operator/Laborer. The General Manager recommended Steven Correia for the position subject to the applicant follow-up procedures, BCI and drug testing. The position was properly posted and no present employees applied.

Board Member Gallucci stated that according to the recent Handbook (2003) and prior hiring policy since 1995 that the recommendation of the General Manager has worked well in the past and he is satisfied with the results. Board Member Inman stated that the hiring policy is very important for the integrity of the Authority.

After discussion, Board Member Gallucci moved and it was seconded by Board Member Inman to hire Steven Correia as an Equipment Operator/Laborer subject to two years probation and the regular pre-hiring due diligence of successful drug testing, BCI record checks and follow-up procedures by the General Manager and adherence to the established entry level salary and it was unanimously,

VOTED: To hire Steven Correia as Equipment Operator/Laborer subject to two years probation and the regular pre-hiring due diligence of successful drug testing, BCI record checks and follow-up procedures by the General Manager and adherence to the established entry level salary.

Coverage Test Results

The General Manager stated that coverage tests for 2010-2011 have been met.

GASB 45 Valuation

The General Manager stated that this is the second year that GASB 45 valuation was performed and it required that the benefits be reviewed. The report is attached as “D” and that no law requires funding and it is a pay as you go for retirees. He stated that the total obligation is \$800,000 and the account is not in use since it is not a legal obligation.

Board Member Inman took his leave because of a pressing employment obligation.

Employee Review (4:00 p.m.)

The Chairman stated that the employee affected was notified in writing on September 8, 2010, that a discussion of job performance, character, physical or mental health was to be held in executive (closed) session at 4:00 p.m. by the Board of Kent County Water Authority unless the employee affected required the proceeding to be held at an open meeting. The employee affected did respond and did appear and requested that the meeting be in executive (closed) session.

After the notice statement was read 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 Masterson moved and Board Member Gallucci seconded the motion to move into executive session for the discussion of job performance, character, physical or mental health 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 Masterson moved and Board Member Gallucci 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.

CAPITAL PROJECTS:
INFRASTRUCTURE PROJECTS

All other Capital Projects and Infrastructure Projects were addressed by the General Manager and described to the Board by the General Manager with general discussion following and are evidenced and attached as "E".

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

VOTED: To adjourn the meeting at 7:00 p.m.

Secretary Pro Tempore

EXHIBIT A

Kent County Water Board Meeting

September 16, 2010

KENT COUNTY WATER AUTHORITY
 CASH RECEIPTS & DISBURSEMENTS
 FY 2010 - 2011

	JULY 2010	AUGUST 2010	SEPTEMBER 2010	OCTOBER 2010	NOVEMBER 2010	DECEMBER 2010	JANUARY 2011	FEBRUARY 2011	MARCH 2011	APRIL 2011	MAY 2011	JUNE 2011	RATE REVENUE FY 09-10	RATE REVENUE FY 10-11
BEGINNING MONTH BALANCE	31,638,965	29,755,919											JUL \$ 1,260,704.09	1,608,812.79
CASH RECEIPTS:													AUG \$ 1,086,327.67	1,588,116.69
Water Collections	2,224,217	1,692,403											SEP \$ 2,566,722.88	
Interest Earned	24,549	243											OCT \$ 1,362,968.07	
Inspection Fees													NOV \$ 1,022,260.62	
Contribution in Aid-Construction													DEC \$ 1,966,266.00	
Other													JAN \$ 977,666.96	
TOTAL CASH RECEIPTS	33,887,731	31,448,565											FEB \$ 943,649.21	
CASH DISBURSEMENTS:													MAR \$ 1,887,332.96	
Purchased Water	444,539	656,595											APR \$ 1,106,048.00	
Electric Power	37,587	42,039											MAY \$ 991,050.62	
Payroll	151,636	133,721											JUN \$ 2,261,749.00	
Operations	58,917	81,773												
Employee Benefits	1,456	140,703												
Legal	5,102	5,295												
Materials	42,978	39,638												
Insurance	10,883	10,893												
Sales Taxes	30,244	13,081												
Refunds	86	823												
Rate Case		3,412												
Conservation														
Pilot	11,650													
Capital Expenditures (Other)		23,229												
2004 Infrastructure 278B														
Mishnock Well/Storage/Pump/Trans. 221C														
Clinton Avenue Pump Station														
E. G. Well Upgrade 464E	1,960	3,230												
Read Schoolhouse Road - Mains 234C		1,775												
Read Schoolhouse Road - Tank 236C														
Greenwich Avenue - 8" & 12" Mains														
2006A Infrastructure 239C	7,848													
Quaker Lane Pump Station 240C														
2007 Infrastructure 284B	13,462	10,735												
Gareau Street 8" 242C														
Arthur-Bleach-Jefferson 8" 243C	23,451	26,654												
2009 Infrastructure 287b	290													
2010 Infrastructure 285B														
Tobin Street 8" 244C														
Lemoine Court 245C														
Mishnock Transmission Main 286B														
Mill Street & Hope 288b														
Prospect Street														
U. S. Bank - Debt Service (P. & I.)	3,218,553													
Water Protection	71,169.49													
TOTAL DISBURSEMENTS	4,131,812	1,193,595												
BALANCE END OF MONTH	29,755,919	30,254,970												

"A"

CASH LOCATION
FISCAL YEAR 10-11

	JUL 2010	AUG 2010	SEP 2010	OCT 2010	NOV 2010	DEC 2010	JAN 2011	FEB 2011	MAR 2011	APR 2011	MAY 2011	JUN 2011
CASH LOCATION:												
Citizens Bank - Payroll	\$ 40,000.00	40,000.00										
Fleet Bank - Deposit	258,444.05	349,368.84										
Fleet Bank - Checking	132,924.60	44,652.45										
	431,368.65	434,021.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
U. S Bank - Project Funds												
Revenue	1,267,199.91	502,656.58										
Infrastructure Fund	4,123,975.83	5,024,007.34										
Operation Reserve	105,911.89	130,217.20										
Operation & Maintenance Reserve	2,367,248.06	2,367,268.20										
Renewal & Replacement Fund	271,558.53	279,894.06										
Renewal & Replacement Reserve	786,040.67	786,047.43										
General Project - 2001												
Debt Service Fund - 2001	94,610.72	160,135.17										
Debt Service Reserve - 2001	781,125.00	781,125.00										
Cost of Issuance - 2001												
General Project - 2002	16,031,876.73	16,032,012.87										
Debt Service Fund - 2002	214,312.11	371,138.67										
Debt Service Reserve - 2002	1,823,560.01	1,823,560.01										
Cost of Issuance - 2002												
Debt Service Fund - 2004	178,432.27	284,187.43										
Debt Service Reserve - 2004	1,278,698.33	1,278,698.33										
Cost of Issuance - 2004												
Redemption Account - 2004												
	\$ 29,755,918.71	30,254,969.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT B

Kent County Water Board Meeting

September 16, 2010

REPORT DATE 09/16/2010
 SYSTEM DATE 09/16/2010
 FILES ID Z

Kent County Water Authority
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

PAGE 1
 TIME 14:50:37
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AS OF 08/2010

ACCOUNT DESCRIPTION	C U R R E N T M O N T H			Y E A R - T O - D A T E		
	BUDGET	ACTUAL	ACTUAL OVER/ UNDER BUDGET	BUDGET	ACTUAL	ACTUAL OVER/ UNDER BUDGET
REVENUES						
1-4150						
MERCHANDISING & JOBBING	417.00	245.34	-171.66	834.00	245.34	-588.66
1-4160						
M & J COSTS & EXPENSES	1500.00	-229.83	-1729.83	3000.00	-229.83	-3229.83
1-4190						
INTEREST & DIVIDEND INC.	2916.66	242.78	-2673.88	5833.32	24791.71	18958.39
1-4210						
MISC. NON-OPER. INCOME		1577.00	1577.00		5451.00	5451.00
TOTALS FOR OTHER INCOME	4833.66	1835.29	-2998.37	9667.32	30258.22	20590.90
1-461A						
METERED SALES - GC	1134862.83	1343687.58	208824.75	2269725.66	2681734.60	412008.94
1-461B						
METERED SALES - IC	290093.66	193376.64	-96717.02	580187.32	429527.33	-150659.99
1-4640						
SALES -PUBLIC AUTHORITIES	62229.08	51052.47	-11176.61	124458.16	85667.57	-38790.59
1-4710						
MISC. SERVICE REVENUE	14172.16	15418.71	1246.55	28344.32	15515.91	-12828.41
1-4740						
OTHER WATER REVENUES	3750.00		-3750.00	7500.00		-7500.00
TOTALS FOR OPERATING REVENUE ACCTS.	1505107.73	1603535.40	98427.67	3010215.46	3212445.41	202229.95
TOTALS FOR REVENUES	1509941.39	1605370.69	95429.30	3019882.78	3242703.63	222820.85
EXPENDITURES						
1-6010						
OPERATION & LABOR EXP.	1250.00		1250.00	2500.00		2500.00
1-6020						
PURCHASED WATER	375000.00	536875.87	-161875.87	750000.00	907787.08	-157787.08
1-6140						
MAINTENANCE OF WELLS	208.33		208.33	416.66		416.66
TOTALS FOR SOURCE OF SUPPLY EXPENSES	376458.33	536875.87	-160417.54	752916.66	907787.08	-154870.42
1-6210						
FUEL FOR PUMPING	125.00	19.42	105.58	250.00	58.02	191.98
1-6230						
POWER PURCHASED	39583.33	8289.88	31293.45	79166.66	63263.95	15902.71
1-624A						
PUMPING LABOR	4833.33	4304.23	529.10	9666.66	8581.95	1084.71
1-624B						
PUMPING EXPENSES	316.66		316.66	633.32		633.32
1-6310						
MAINT STRUCT & IMPROVE	2916.66	1433.58	1483.08	5833.32	8580.53	-2747.21
1-6330						
MAINT PUMPING EQUIPMENT	3166.66	1397.57	1769.09	6333.32	2920.87	3412.45

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Kent County Water Authority
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

AS OF 08/2010

ACCOUNT DESCRIPTION	C U R R E N T M O N T H			Y E A R - T O - D A T E		
	BUDGET	ACTUAL	ACTUAL OVER/ UNDER BUDGET	BUDGET	ACTUAL	ACTUAL OVER/ UNDER BUDGET
TOTALS FOR PUMPING EXPENSES	50941.64	15444.68	35496.96	101883.28	83405.32	18477.96
1-6410 CHEMICALS	13750.00	8034.10	5715.90	27500.00	42737.57	-15237.57
1-642A OPERATION LABOR	6333.33	5698.31	635.02	12666.66	11195.80	1470.86
1-642B OPERATION EXPENSES	2916.66	-280.00	3196.66	5833.32	3931.00	1902.32
1-6520 MAINT WATER TREAT EQUIP	300.00		300.00	600.00		600.00
TOTALS FOR WATER TREATMENT EXPENSES	23299.99	13452.41	9847.58	46599.98	57864.37	-11264.39
1-662A T & D LABOR	1433.33		1433.33	2866.66		2866.66
1-662B T & D SUPPLIES & EXP	3083.33	1060.92	2022.41	6166.66	5348.73	817.93
1-663A T & D METER LABOR	2833.33	2544.75	288.58	5666.66	5126.19	540.47
1-663B T & D METER SUPP & EXP	1250.00		1250.00	2500.00		2500.00
1-6650 T & D MISC	1250.00		1250.00	2500.00	4154.23	-1654.23
1-6710 MAINT STRUCT & IMPROV	833.33		833.33	1666.66	2280.00	-613.34
1-6720 MAINT RESERVOIR & STDPIPE	1166.66	2154.10	-987.44	2333.32	5196.90	-2863.58
1-6730 MAINT T & D MAINS	45833.33	46682.95	-849.62	91666.66	83346.96	8319.70
1-6750 MAINT SERVICES	15166.66	13355.08	1811.58	30333.32	30348.96	-15.64
1-6760 MAINT METERS	8333.33	2921.55	5411.78	16666.66	5586.66	11080.00
1-6770 MAINT HYDRANTS	8333.33	1185.20	7148.13	16666.66	11638.85	5027.81
1-6790 TRANSFER TO CONSTRUCTION	-625.00		-625.00	-1250.00		-1250.00
TOTALS FOR TRANS. & DISTR. EXPENSES	88891.63	69904.55	18987.08	177783.26	153027.48	24755.78
1-902A METER READING LABOR	6500.00	5486.70	1013.30	13000.00	11499.14	1500.86
1-902B METER READING SUPP & EXP		192.03	-192.03		1833.63	-1833.63
1-903A CUSTOMER RECORDS LABOR	17833.00	12298.00	5535.00	35666.00	25123.51	10542.49
1-903B CUSTOMER RECORDS SUPP	6666.66	8420.05	-1753.39	13333.32	17832.35	-4499.03
TOTALS FOR CUSTOMER ACCT. EXPENSES	30999.66	26396.78	4602.88	61999.32	56288.63	5710.69
1-9200 ADM & GENERAL SALARIES	31583.00	21285.09	10297.91	63166.00	44480.75	18685.25

REPORT DATE 09/16/2010
 SYSTEM DATE 09/16/2010
 FILES ID Z

Kent County water Authority
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

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AS OF 08/2010

ACCOUNT DESCRIPTION	----- C U R R E N T M O N T H -----			----- Y E A R - T O - D A T E -----		
	BUDGET	ACTUAL	ACTUAL OVER/ UNDER BUDGET	BUDGET	ACTUAL	ACTUAL UNDER B
1-9210 OFFICE SUPPLIES & EXP	11666.67	7468.25	4198.42	23333.34	24209.48	-8
1-9230 OUTSIDE SERVICES	10484.00		10484.00	20968.00	7095.00	138
1-9240 PROPERTY INSURANCE	16250.00	5446.40	10803.60	32500.00	21775.60	107
1-9250 INJURIES & DAMAGES					134.96	-1
1-9260 EMPLOYEE PENSION & BENEF	89501.50	36230.42	53271.08	179003.00	182426.09	-34
1-9280 REGULATORY COMM EXP					3411.76	-34
1-930B MISC GENERAL EXPENSE	1250.00	1250.00		2500.00	2507.56	
1-932A MAINT GENERAL PLANT	12500.00	8606.93	3893.07	25000.00	20228.45	47
1-932B MAINT VEHICLES	10416.00	7654.53	2761.47	20832.00	38068.57	-177
1-9330 UNASSIGNED TIME VAC HOL	19167.00	26603.09	-7436.09	38334.00	52179.05	-131
TOTALS FOR ADM. & GENERAL EXPENSES	202818.17	114544.71	88273.46	405636.34	396517.27	97
1-4030 DEPRECIATION EXPENSE	96667.00	96666.67	.33	193334.00	193333.34	
1-4080 TAXES OTHER THAN INCOME	15000.00	11794.16	3205.84	30000.00	23914.28	6
1-4270 INTEREST-LONG TERM DEBT	115657.00	123101.04	-7444.04	231314.00	246202.08	-14
1-4280 AMORTIZATION OF DEBT DISC	5010.00		5010.00	10020.00	5010.00	5
TOTALS FOR OTHER EXPENSES	232334.00	231561.87	772.13	464668.00	468459.70	-3
TOTALS FOR EXPENDITURES	1005743.42	1008180.87	-2437.45	2011486.84	2123349.85	-111
EXCESS OF REVENUE OVER EXPENDITURES FOR general	504197.97	597189.82	92991.85	1008395.94	1119353.78	110
OTHER ADJUSTMENTS TO FUND BALANCE					0.00	
FUND BALANCES - JULY 1					0.00	
FUND BALANCES - AUGUST 31					1119353.78	

EXHIBIT C

Kent County Water Board Meeting

September 16, 2010

TASK ORDER NO. 5

**AGREEMENT BETWEEN
KENT COUNTY WATER AUTHORITY
AND
WRIGHT-PIERCE
FOR SERVICES**

DATED _____

This is Task Order No. 5 attached to and made part of the Agreement dated August 6, 2007 between Wright-Pierce (Engineer) and Kent County Water Authority (OWNER). This Task Order describes the Scope of Services, Time Schedule, Charges and Payment Conditions, and required Insurances for the Task Order 5 known as **CONSTRUCTION SERVICES**:

1. SCOPE OF SERVICE

ENGINEER shall provide for OWNER the following specific services:

Services related to the Scope of Work detailed in the Wright-Pierce letter dated September 15, 2010 to Mr. Timothy J. Brown, PE referencing "Mishnock Treatment Facility - Construction Services" (Attached as Exhibit F).

2. TIME SCHEDULE

The time period for performance of these services shall be approximately 18 months from receipt of written authorization to proceed.

3. COMPENSATION INVOICING

Wright-Pierce's fee for the Task Order No. 5 Scope of Services shall not exceed: **Six Hundred Thirty-Nine Thousand, Four Hundred Thirty-Two Dollars and No Cents (\$630,432.00)**.

4. INSURANCE REQUIREMENTS

Wright-Pierce's Insurance Coverage's were submitted as part of the Proposal Process. A certificate of insurance is attached as Exhibit A.

5. ADDITIONAL TERMS AND CONDITIONS

None.

'C'

Acceptance of the terms of this Task Order No. 5 is acknowledged by the following authorized signatures of the parties to the Agreement.

OWNER:

Kent County Water Authority

By: _____

Title: _____

Date: _____

ENGINEER:

Wright-Pierce

By:  _____

Jeffery P. Musich, P.E.
Title: Vice President

Date: September 15, 2010

Address for giving notices:

Kent County Water Authority
1072 Main Street, PO Box 192
West Warwick, RI 02893

Address for giving notices:

Wright-Pierce
The Westminster Square Building
10 Dorrance Street, Suite 640
Providence, RI 02903

September 15, 2010
W-P Project No. 11054

Mr. Timothy J. Brown, P.E.
General Manager / Chief Engineer
Kent County Water Authority
1072 Main Street
West Warwick, RI 02893-0192

Subject: **Mishnock Water Treatment Facility - Construction Services**

Dear Mr. Brown,

Per the request of the Authority, Wright-Pierce (W-P) is hereby submitting a cost proposal to provide Construction Services for the Mishnock Water Treatment Facility. The proposed scope of work for Construction Services has been prepared in accordance with the "*Kent County Water Authority Request for Proposal Related to Professional Engineering Consulting Services for The Water Treatment Facility Design for the Mishnock Well Field in Coventry, RI dated May 2, 2007,*" specifically Article 10, Section 10.3 Construction Services.

The proposed scope of work follows the same sequential numbering system and outline as the above described Section 10.3.

Scope of Work

1. Construction Administration Services:

- 1.1 General Administration of Construction Contract. W-P engineer shall provide services to act as the owner's representative as provided in the contract documents for the construction of the project. W-P engineer shall provide written correspondence as necessary to document any deficiency or issue that may arise or require clarification.
- 1.2 Visits to Site and Review/Observation of Construction. W-P engineer shall make visits to the site at a minimum once per week or at various important or critical stages of the project construction. A written report to document and record the visit shall be provided to the Kent County Water Authority upon completion of each visit.



meeting minutes shall be provided to the Kent County Water Authority upon completion of each meeting. The report shall include a list of attendees, description of all items discussed along with the resolution of each, any direction given, and a statement of current progress to meet defined contract schedule.

- 1.4 Field Orders. W-P engineer shall provide services for all clarifications and interpretations of the contract documents as appropriate. Field orders will be required to be issued for all such clarification and shall be prepared by the W-P engineer.
- 1.5 Change Orders or Work Orders. The W-P engineer shall provide services for all recommended change or work orders and shall prepare same.
- 1.6 Shop Drawings. The W-P engineer shall provide services for receipt, filing, approvals, review, and all other actions for shop drawings supplied by the contractor. The drawing shall be reviewed for conformance with the contract documents. The W-P engineer shall also evaluate and determine acceptability of substitutes subject to the requirements of the contract documents.
- 1.7 Inspection and Tests. The W-P engineer shall review all certificates of inspections and tests and render decisions of that review by the requirements of the contract documents.
- 1.8 Application for Payment. The W-P engineer shall provide services to application review, the contractor's application for payment for the project. The W-P engineer shall provide a recommendation, certification and approval of the application for payment prior to providing it to the Kent County Water Authority for final action.
- 1.9 Contractors Completion Documents. The W-P engineer shall provide services for the construction completion such as:
 - 1.9.1 Acquire and review for conformance all O & M manuals and instructions.
 - 1.9.2 Record drawing review, as provided by the contractor, of the completed contract work with clarifications as needed. Upon review and acceptance, the consultant shall transpose data and revise drawings to depict as-built conditions. Prepare and provide Mylar sepia and electronic media of the as-built conditions.
 - 1.9.3 Substantial and final completion notices along with final field review and payment application inclusive with over/under run compilation of all costs.
- 1.10 Miscellaneous. The W-P engineer to provide all other necessary tasks or services needed to provide general administration of the construction contract for this Project. Assist the Kent County Water Authority in the operational start up of the constructed facilities providing all necessary correspondence to the Rhode Island Department of Health for



2. Full-time Resident Project Representation and Inspection Services:

Estimated W-P fee includes a full-time resident engineer for 68-weeks or 2,700 labor hours.

- 2.1 Schedules. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values.
- 2.2 Conferences and Meetings. Attend meetings such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2.3 Serve as Contract Administrator's Liaison with Contractor. Assist in understanding the intent of Contract Documents and progress of construction in relation to contractor's schedule of activities.
- 2.4 Shop Drawings and Samples. Record the date of receipt of Shop Drawings and Samples. Receive samples that are furnished at the site by Contractor. Review Shop Drawing to see if work is in conformance with approved drawings.
- 2.5 Review of Work, Rejection of Defective Work, Inspections and Tests. Conduct on-site inspections of the Work in progress to see it is proceeding in accordance with the Contract Documents. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records. Accompany visiting inspectors, representing public or other agencies having jurisdiction over the Project, record the results of these inspections by written report to Kent County Water Authority.
- 2.6 Interpretation of Contract Documents. Report to Contract Administrator and Kent County Water Authority when clarifications and interpretations of the Contract Documents are needed.
- 2.7 Records. Maintain at the job site detailed, accurate and orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment. Take photographs of new installations at critical or questionable points during the construction.



- 2.8 Reports. Furnish to Contract Administrator periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 2.9 Payment Requests. Review applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Contract Administrator, noting, particularly the relationship of the payment request to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 2.10 Certificates, Maintenance and Operation Manuals. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents.
- 2.11 Completion. Prior to the issuance of a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Conduct a final inspection and prepare a final list of items to be completed or corrected. Review whether all items on final list have been completed or corrected.
- 2.12 Subcontract Services. Coordinate, as needed, any subcontract services for field testing or the like as determined by the Contract Documents or as engaged by the Kent County Water Authority. Coordination shall include scheduling test procedure, witnessing and acquiring, reviewing all test reports.

3. Project Management:

- 3.1 Monthly Project Status Report. Provide written monthly project status report to the Authority.
- 3.2 Field Inspection Reports. Provide daily field inspection reports consolidated in a weekly submission.
- 3.3 Meetings. Anticipate ten meetings for construction phases.

4. Additional Scope of Work:

4. Additional Scope of Work: Upon the Owners request, W-P may provide additional Engineering services on a time/expense or negotiated basis.



Schedule

W-P is available to begin this work immediately upon Owner's written authorization. We are prepared to complete the above described scope of work during a 16-month / 68-week project schedule.

Estimated Fee

Our **Total Not-to-Exceed Fee** for the above described **CA Item 1 - Construction Administration Services and CA Item 3 - Project Management** is **\$382,932.00**.

Our Total Budgeted Fee for the above described **CA Item 2 - Full-Time Resident Project Representation and Inspection Services** is **\$256,500.00** (to be invoiced on actual hourly time charge basis). This budgeted fee assumes project duration of 16-months / 68-weeks or 2,700 labor hours.

Therefore, the Total Fee for Construction Administration & Inspection Services is **\$639,432.00** ($\$382,932.00 + \$256,500.00$). Please see attached Exhibit "A" Construction Services fee breakdown by staff classification, billing rate and hours. If acceptable, we recommend this cost be applied as **Task Order No. 5** to our existing Contract Agreement.

Should the project duration from the pre-construction meeting through project close-out extend beyond 16-months / 68-weeks, W-P may request the fee basis be increased for the labor hours expended beyond the 16-month / 68-week duration through project completion at the established labor rates.

We trust this information is sufficient for your review at this time. Should you have any questions or comments, or require additional information, please contact me at (401) 383-2276.

Very Truly Yours,

WRIGHT-PIERCE

Thomas Simbro, P.E.
Senior Project Manager

cc: Mr. Jeffrey P. Musich, P.E., Vice President

Encl.

EXHIBIT "A"



**TASK 5
CONSTRUCTION ADMINISTRATION
& INSPECTION**

ITEM 1: CONSTRUCTION ADMINISTRATION & ITEM 3: PROJECT MANAGEMENT

Classification	Est. Hours	Rate	Cost
Project Manager / Principal	272.00	\$ 159.00	\$ 43,248.00
Lead Project Engineer	944.00	\$ 144.00	\$ 135,936.00
Process Engineer	676.00	\$ 105.00	\$ 70,980.00
Structural Engineer	120.00	\$ 116.00	\$ 13,920.00
Instrumentation Engineer	240.00	\$ 124.00	\$ 29,760.00
Technicians	160.00	\$ 83.00	\$ 13,280.00
Architect	120.00	\$ 118.00	\$ 14,160.00
Mechanical Engineer	12.00	\$ 104.00	\$ 1,248.00
Electrical Engineer	344.00	\$ 135.00	\$ 46,440.00
CADD Technician	120.00	\$ 83.00	\$ 9,960.00
Clerical	40.00	\$ 50.00	\$ 2,000.00
SUBTOTAL:	3,048.00		\$ 380,932.00
EIMBURSIBLES (PRINTING, MILAGE, POSTAGE, ETC.):		ALLOWANCE	\$ 2,000.00
TOTAL NOT-TO-EXCEED FEE:			\$ 382,932.00

ITEM 2: FULL-TIME RESIDENT INSPECTION SERVICES

Classification	Hours	Rate	Cost
Resident Engineer	2,700.00	\$ 95.00	\$ 256,500.00
TOTAL ESTIMATED FEE (HOURLY BASIS CHARGE):			\$ 256,500.00
GRAND TOTAL:			\$ 639,432.00

EXHIBIT D

Kent County Water Board Meeting

September 16, 2010



KENT COUNTY WATER AUTHORITY

Kent County Water Authority
Postemployment Medical Benefit Plan

Actuarial Valuation for Purposes of GASB Statement No. 45
Fiscal Year Beginning July 1, 2009 and Ending June 30, 2010

August 2010

"D"

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APPENDIX B: SUMMARY OF PRINCIPAL PLAN PROVISIONS	Page 15

PURPOSE AND ACTUARIAL STATEMENT

As requested by the Kent County Water Authority, this report documents the annual disclosure reporting requirements of the Kent County Water Authority Postemployment Medical Benefit Plan. The primary purpose of this report is determination of the annual required contribution in accordance with the Statement of Governmental Accounting Standard No. 45 (GASB 45) for the fiscal year beginning July 1, 2009 and presentation of disclosure exhibits as of June 30, 2010 and should not be relied on for other purposes.

Actuarial valuations for the Kent County Water Authority Postemployment Medical Benefit Plan are required on a triennial basis. Plan demographics, accrued liability and normal cost measurements are based on the Plan's most recent valuation on July 1, 2008.

The Kent County Water Authority is responsible for the selection of all necessary assumptions as detailed on the enclosed exhibits. Where appropriate, demographic assumptions were held consistent with the most recent pension valuation report. We believe that the assumptions used in this report are both reasonable and appropriate.

To the best of our knowledge, the calculations contained herein have been completed in accordance with applicable accounting standards requirements and generally accepted actuarial principles and practices. The undersigned consultants possess the actuarial credentials required to meet the Qualification Standards of the American Academy of Actuaries to render the opinions contained herein.

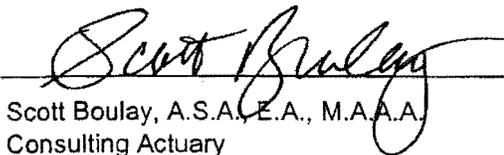
There is no relationship between the Kent County Water Authority and Summit Financial Corporation that would impair or appear to impair our objectivity.



Jason A. Denton, F.S.A., E.A.
Consulting Actuary

8/20/2010

Date



Scott Boulay, A.S.A., E.A., M.A.A.A.
Consulting Actuary

SUMMARY OF KEY RESULTS

Summary of Changes from Prior Valuation

Benefit Cost

Fiscal Year Beginning	<u>7/1/2009</u>	<u>7/1/2008</u>
Annual Required Contribution	\$ 507,162	\$ 485,431
Expected Net Benefit Payments (pay-as-you-go cost)	95,278	95,278

Key Measurements

Measurement Date	<u>7/1/2008</u>	<u>7/1/2008</u>
Actuarial Accrued Liability	\$ 5,094,885	\$ 5,094,885
Fair Value of Plan Assets	0	0

Key Assumptions

Appendix A summarizes the actuarial assumptions and cost methods used to determine plan liabilities. We have provided a summary of key assumptions for both the current and prior valuation below:

Fiscal Year Beginning	<u>7/1/2009</u>	<u>7/1/2008</u>
Discount rate	4.00%	4.00%
Census Date	7/1/2008	7/1/2008
Mortality	IRS-2008	IRS-2008

Fiscal 2010 results are based on the most recent actuarial valuation on July 1, 2008. Unless there are significant changes to the plan provisions or population covered, the next valuation will be on July 1, 2011. Assumptions will be reviewed at that time for any possible updates.

Plan Provisions

Appendix B summarizes key provisions of each plan as of the valuation date. To our knowledge, there have been no changes in any key plan provisions since the last valuation and none are pending.

Comments on Results

The unadjusted annual required contribution remains the same for fiscal 2009 and fiscal 2010. Net OPEB obligation, however, will continue to increase as benefit funding remains on a pay-as-you-go basis. Contributions made to a dedicated medical plan trust would not only reduce net OPEB obligation, but would allow for a higher assumed return on assets which decreases plan liability and the annual required contribution (ARC).

SUMMARY OF KEY RESULTS

Participant Information

Participant Information

Key figures with respect to the participant data used in this actuarial valuation are summarized below along with comparable information from prior years.

Valuation Date	<u>7/1/2008</u>	<u>7/1/2007</u>
Participating Employees		
Number	30	N/A
Number Eligible for Immediate Benefit Coverage	0	N/A
Average Attained Age	45.1	N/A
Average Years of Service	12.9	N/A
Average Salary	\$ 55,637	N/A
Total Active Payroll	\$ 1,669,117	N/A
Participants Receiving Benefits		
Number	22	N/A
Average Attained Age	74.3	N/A
Plan Enrollment:		
Healthmate Coast to Coast	2	N/A
Plan 65	15	N/A
Life Insurance Only	5	
Expected Benefit Payments	\$ 95,278	N/A
Retirees with No Benefits		
Number	5	N/A

SUMMARY OF KEY RESULTS

Participant Information by Benefit as of July 1, 2008

Participant Information

Key figures with respect to the participant data used in the current actuarial valuation are summarized below.

Group	<u>Medical</u>	<u>Life</u>	<u>Total</u>
Participating Employees			
Number			
Number Eligible for Immediate Benefit Coverage	30	30	30
Average Attained Age	0	0	0
Average Years of Service	45.1	45.1	45.1
Average Salary	12.9	12.9	12.9
Total Active Payroll	\$ 55,637	\$ 55,637	\$ 55,637
	\$ 1,669,117	\$ 1,669,117	\$ 1,669,117
Participants Receiving Benefits			
Number			
Average Attained Age	17	21	22
Plan Enrollment:	72.9	74.3	74.3
Healthmate Coast to Coast			
Plan 65	2	0	2
Life Insurance Only	15	0	15
Expected Benefit Payments	0	5	5
	\$ 93,675	\$ 1,603	95,278
Retirees with No Benefits			
Number			
	10	5	5

ACCOUNTING EXHIBITS

SUMMARY AND COMPARISON OF RESULTS

<u>Fiscal Year</u>		<u>07/01/2009</u>	<u>07/01/2008</u>
<u>Valuation Date</u>		<u>07/01/2008</u>	<u>07/01/2008</u>
Participants	Number of participating employees	30	30
	Number of retirees	22	22
Liabilities	Active liability	\$ 3,381,509	\$ 3,381,509
	<u>Inactive liability</u>	<u>1,713,376</u>	<u>1,713,376</u>
	Total plan liability	\$ 5,094,885	\$ 5,094,885
	Normal cost	\$ 183,456	\$ 183,456
Assets and Funded Status	Fair Value of Assets	\$ 0	\$ 0
	Excess of liability over assets	5,094,885	5,094,885
ARC	Normal cost with interest	\$ 190,794	\$ 190,794
	Amortization of unfunded liability	294,637	294,637
	<u>Amortization of net OPEB obligation</u>	<u>21,731</u>	<u>0</u>
	Annual Required Contribution	\$ 507,162	\$ 485,431
Net OPEB Obligation	OPEB obligation at beginning of year	\$ 390,796	\$ 0
	Annual OPEB cost	501,063	485,431
	Estimated benefit payments	95,278	95,278
Assumptions & Dates	Discount rate	4.00%	4.00%
	Measurement Date	07/01/2008	07/01/2008
	Census Date	01/01/2009	01/01/2009

DEVELOPMENT OF ANNUAL REQUIRED CONTRIBUTION

Fiscal Year Ending June 30, 2010

Actuarial Accrued Liability

Active participants	\$	3,381,509
<u>Retired participants</u>		<u>1,713,376</u>
Total Plan Liability at Beginning of Fiscal Year	\$	5,094,885

Normal Cost

Plan's normal cost at beginning of fiscal year	\$	183,456
<u>Interest on normal cost at 4.00%</u>		<u>7,338</u>
Normal Cost	\$	190,794

Actuarial Value of Assets

NA

Amortization of Unfunded Accrued Liability

Unfunded liability	\$	5,094,885
Amortization factor *		17.9837
Amortization of unfunded liability		283,305
<u>Interest on amortization at 4.00%</u>		<u>11,332</u>
Amortization Cost	\$	294,637

Amortization of Net OPEB Obligation

Net OPEB Obligation at beginning of year	\$	390,796
Amortization factor *		17.9837
Amortization of Obligation	\$	21,731

Annual Required Contribution (ARC)

DEVELOPMENT OF NET OPEB OBLIGATION

Fiscal Year Ending June 30, 2010

Net OPEB Obligation - Beginning of Year

Net OPEB obligation at beginning of fiscal year	\$	390,796
Interest on OPEB obligation at 4.00%		15,632
Amortization of OPEB obligation *		21,731

Adjustments to Annual Required Contribution

ARC for fiscal year	\$	507,162
Increase for interest on net OPEB obligation		15,632
<u>Decrease for amortization of OPEB obligation</u>		<u>(21,731)</u>
Annual OPEB Cost	\$	501,063

Net OPEB Obligation - End of Year

Annual OPEB cost	\$	501,063
Actual contributions made during fiscal year		87,753
Change in net OPEB obligation during fiscal year		413,310
<u>Beginning of year net OPEB obligation</u>		<u>390,796</u>
Net OPEB Obligation at End of Fiscal Year	\$	804,106

* Amortized on same basis as unfunded accrued liability (open level dollar basis over 30 years at 4.00% interest).

SCHEDULE OF OPEB OBLIGATION HISTORY SCHEDULE OF FUNDING PROGRESS

OPEB Obligation History

<u>Fiscal Year End</u>	<u>Annual Cost</u>	<u>Actual Plan Contributions</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
6/30/2009	485,431	94,635	19.50%	390,796
6/30/2010	501,063	87,753	17.51%	804,106

Schedule of Funding Progress

<u>Actuarial Valuation Date</u>	<u>Value of Assets</u> (a)	<u>Accrued Liability (AAL)</u> (b)	<u>Unfunded AAL (UAAL)</u> (b) - (a)	<u>Funded Ratio</u> (a / b)	<u>Covered Payroll</u> (c)	<u>UAAL as a Percentage of Covered Payroll</u> ((b - a) / c)
7/1/2008	NA	5,094,885	5,094,885	NA	1,669,117	305.24%

SUMMARY OF RESULTS BY BENEFIT

<i>Group</i>	<u>Medical</u>	<u>Life</u>	<u>Total</u>
<i>Participants</i>			
Actives	30	30	30
Retirees	17	21	21
Total Number of Participants	47	51	51
Total Payroll	\$ 1,669,117	\$ 1,669,117	\$ 1,669,117
<i>Liabilities</i>			
Active Liability	\$ 3,368,017	\$ 13,492	\$ 3,381,509
<u>Inactive Liability</u>	<u>1,687,090</u>	<u>26,286</u>	<u>1,713,376</u>
Total Liability	\$ 5,055,107	\$ 39,778	\$ 5,094,885
Normal Cost	\$ 183,456	\$ 0	\$ 183,456
<i>Annual Required Contribution</i>			
Normal Cost with Interest	\$ 190,794	\$ 0	\$ 190,794
Amortization of liability	292,337	2,300	294,637
<u>Amortization of obligation</u>	<u>21,603</u>	<u>128</u>	<u>21,731</u>
Annual Required Contribution	\$ 504,734	\$ 2,428	\$ 507,162
<i>Net OPEB Obligation</i>			
OPEB Obligation at 7/1/2009	\$ 388,496	\$ 2,300	\$ 390,796
Annual OPEB Cost	498,671	2,392	501,063
<u>Actual Benefit Payments</u>	<u>(87,753)</u>	<u>0</u>	<u>(87,753)</u>
OPEB Obligation at 7/1/2010	\$ 799,414	\$ 4,692	\$ 804,106

APPENDICES

APPENDIX A: STATEMENT OF ACTUARIAL ASSUMPTIONS AND METHODS

Plan Sponsor	Kent County Water Authority					
Key Interest Rates	Discount rate for liabilities	4.00%				
	Expected return on assets	NA				
Compensation Increases	Not applicable, benefits and amortizations are not based on salary.					
Mortality	Mortality rates are assumed in accordance with the Sex-Distinct IRS 2008 Combined Static Mortality Table.					
Retirement	All participants are assumed to retire at age 62 or current age, if older.					
Representative Termination Rates	Termination of employment is assumed according to Scale T-1 from the Pension Actuary's Handbook. Representative termination rates are listed below and are the same for both males and females.					
	<u>Age</u>	<u>Rate</u>	<u>Age</u>	<u>Rate</u>	<u>Age</u>	<u>Rate</u>
	20	5.44%	35	2.35%	50+	0.00%
	25	4.89%	40	1.13%		
	30	3.70%	45	0.27%		
Health Care Costs	Monthly costs by plan are as follows: Healthmate Coast to Coast - \$462.98 Plan 65 - \$440.78 Dental - \$29.61 Monthly costs shown are gross rates and include administrative fees.					
Disability	None assumed.					
Disabled Mortality	Not applicable.					
Marriage	Not applicable, spousal benefits are not covered by the plan.					
Utilization	100% of eligible actives are assumed to elect continued retiree medical coverage.					
Measurement Date	The measurement date for valuing plan liabilities is July 1, 2008.					

APPENDIX A: STATEMENT OF ACTUARIAL ASSUMPTIONS AND METHODS

<i>Plan Election</i>	All eligible retirees are assumed to elect Healthmate Coast to Coast coverage at age 62, switching coverage to Plan 65 at age 65, as applicable.
<i>Health Care Trend Rates</i>	Medical coverage costs are assumed to increase 10.0% in fiscal 2009 with trend rates decreasing 0.5% each year to an ultimate rate of 5.0% per year in fiscal 2019 and beyond. Dental coverage costs are assumed to increase 6.0% in fiscal 2009 with trend rates decreasing 0.25% each year to an ultimate rate of 3.5% per year in fiscal 2019 and beyond.
<i>Cost Method</i>	Projected Unit Credit method. Benefits are accrued on service from date of hire to date of first eligibility.
<i>Employee Data</i>	Employee and medical program data was supplied by the Kent County Water Authority as of January 1, 2009. Data was adjusted, as needed, to the measurement date of July 1, 2008.
<i>Asset Method</i>	Not applicable - plan is unfunded.
<i>Amortization of Unfunded Liability</i>	Unfunded liability is amortized each year on an open 30-year level dollar basis.
<i>Changes since Prior Valuation</i>	None.

APPENDIX B: SUMMARY OF PRINCIPAL PLAN PROVISIONS

<i>Plan Description</i>	Governmental postretirement health and life insurance program.
<i>Groups Covered</i>	<p>All full-time employees are eligible to receive health and life insurance coverage after retirement. Retirement eligibility for continued health insurance coverage is age 62 with at least 20 years of service. Employees are eligible for life insurance coverage if they retire on or after age 62.</p> <p>Spousal and / or family health coverage is not provided for under the postretirement program.</p>
<i>Medical Benefits</i>	<p>The Authority will provide eligible retirees continued individual health and dental insurance comparable to the active employee plans. Retirees age 65 and older are eligible for an individual Medicare Supplement Plan as well as continued dental coverage.</p> <p>The full cost of postretirement medical and dental coverage is provided by the Authority.</p>
<i>Life Insurance</i>	Eligible retirees receive term life insurance in the amount of \$2,000. The Authority provides the full cost of this insurance.
<i>Changes since Previous Valuation</i>	None.

Timothy Brown

From: Jason Denton [JDenton@summitfinancialcorp.com]
Sent: Monday, August 23, 2010 9:26 AM
To: Jo-Ann M. Gershkoff
Cc: David Mulkern; tbrown@kentcountywater.org
Subject: RE: Medical Plan Disclosure
Attachments: Kent County 2010 Medical Disclosure.pdf

Good morning, attached is the completed 2010 disclosure report for the retiree medical plan.

Let me know if you have any questions.

Jason

Jason A. Denton, FSA, EA
Senior Retirement Consultant
Summit Financial Corporation
7 New England Executive Park, Suite 220
Burlington, MA 01803
Phone: (781) 229-9500
Cell: (401) 309-3331
Fax: (781) 229-2700

From: Jo-Ann M. Gershkoff [jgershkoff@kentcountywater.org]
Sent: Thursday, August 19, 2010 12:50 PM
To: Jason Denton
Cc: David Mulkern; tbrown@kentcountywater.org
Subject: Medical Plan Disclosure

Jason, The total premium paid on behalf of retirees during the 2009/2010 fiscal year was \$87,752.99. Please let me know if you require anything further. Thank you

Jo-Ann M. Gershkoff
Director of Administration and Finance
Kent County Water Authority
PO Box 192
West Warwick, RI 02893-0192
T. (401) 821-9300
F. (401) 823-4810

Timothy Brown

From: Jason Denton [JDenton@summitfinancialcorp.com]
Sent: Friday, August 13, 2010 11:06 AM
To: tbrown@kentcountywater.org
Cc: David Mulkern
Subject: Medical Plan Disclosure

Hi Tim, do you have the total premium payments made by the Authority on behalf of retirees for the 2009/2010 fiscal year? This amount was \$94,635 for the 7/1/2008 to 6/30/2009 fiscal year.

This is the last piece of information we need to finalize the GASB 45 disclosure report for the plan.

Thanks,

Jason

Jason A. Denton, FSA, EA
Senior Retirement Consultant
Summit Financial Corporation
7 New England Executive Park, Suite 220
Burlington, MA 01803
Phone: (781) 229-9500
Cell: (401) 309-3331
Fax: (781) 229-2700

EXHIBIT E

Kent County Water Board Meeting

September 16, 2010

PLANNING DOCUMENT \$25,000/YEAR ALLOCATION

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

UPDATED CIP PROJECTS BOND FUNDING

PROJECT	STATUS
Mishnock Well Field (new wells) CIP - 1A	Permitting Completed National Grid Proposal
Mishnock Transmission Mains CIP - 1B	Design Review, Funding may be critical
Mishnock Treatment Plant CIP - 1C	Encroachment Issue Resolution
East Greenwich Well Treatment Plant - CIP-2	Modeling Proceeding
Clinton Avenue Pump Station Rehabilitation CIP - 7A	Completed
Read School House Road Tank CIP - 7B	Online - Liquidated Damages - Lien Release
Read School House Road Main CIP 7c, 7d, 8a	Paving Failures - Action Required - Notified Bond Insurer

IFR FUNDED PROJECTS

PROJECT	STATUS
IFR 2005	Completed C. O. # 1 Asphalt Adjustment
IFR 2006 A	Closed out, Paving Issue West Warwick, Need Resolution
IFR 2006 B / IFR 2007	Paving Failure Action Required, Notified Bond Insurer
IFR 2009 A & 2009 B	2009A - Construction Ongoing, 2009B Design Complete, Funding
IFR 2010	Design Review, Funding
Prospect Street	Completed
PWSB 78" / Johnson Blvd. P.S. Modification	Completed
Greenwich Avenue Replacement	Completed
Hydraulic Tank Evaluation	Completed
Quaker P. S. Design	Bid on Hold, Funding Needed, Easement Negotiations for Extension
Tech Park Tank Recoating	Completed
Tiogue Tank Re-Service	Completed
Hydrant Painting	Ongoing KCWA Forces

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