

KENT COUNTY WATER AUTHORITY

BOARD MEETING MINUTES

November 17, 2011

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 November 17, 2011.

Chairman, Robert B. Boyer opened the meeting at 3:30 p.m. Board Members, Mr. Gallucci and Mr. Masterson were present together with the General Manager, Timothy J. Brown, Technical Service Director, John R. Duchesneau Director of Administration and Finance, Joanne Gershkoff and Legal Counsel, Lewis J. Paras and other interested parties. Board Member Masterson led the group in the pledge of allegiance. Board Member Giorgio arrived at 3:50 p.m.

The minutes of the Special Board meeting of October 18, 2011 and the Board meeting minutes of October 20, 2011 were moved for approval by Board Member Masterson and seconded by Board Member Gallucci and were unanimously approved.

Guests:

High Service Requests

Stor-Safe Mini Storage, Kulas Road, Boyer Associates

The General Manager gave an overview of the property which is the former Knights Garage location with the property being fed by one service. Under the proposal, the storage facility will be fed by a new service which will rectify a problem in that the location should not have been fed by one service. The General Manager stated that there should be no difficulties in granting the high service request.

The Chairman, Robert B. Boyer, recused himself from discussion and consideration of this request due to his interest in the property.

It was moved by Board Member Giorgio and seconded by Board Gallucci to conditionally approve the high service request for water supply to service the commercial site 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 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 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 among the Board Members present (Giorgio, Masterson and Gallucci);

VOTED: To conditionally approve the high service request for water supply to service the commercial site 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 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 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.

LEGAL MATTERS

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. On October 1, 2010 the Court approved the sale of the property and the allowed disbursements including payment of Kent County Water Authority bill. This office will continue to monitor payment. On May 13, 2011 Legal Counsel sent a letter to Counsel for potential buyer inquiring as to the status of the sale. Legal Counsel followed up with counsel for Buyer on June 14, 2011 regarding response to May 13, 2011 correspondence. On July 18, 2011 Legal Counsel was informed by Buyer's Counsel that the sale is on hold pending resolution of Supreme Court Appeals in receivership case. There has been no further word as of November 16, 2011.

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 progress on scheduling a closing as of November 16, 2011.

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. This matter is being discussed which may include litigation and KCWA is awaiting final restoration plans from the vendor. On March 16, 2011 and March 17, 2011, the General Manager received email communications from Rockwood requesting KCWA response to Rockwood performing its February 18th proposal on March 21, 2011. Further, the email stated that Mr. Northrop is no longer with Lincoln and provided an alternate contact for forwarding of the claim of KCWA.

On March 29, 2011 Legal Counsel sent correspondence to Mr. Northrop's successor, Paul Poppish pursuant to Mr. Law of Rockwood. After receiving no reply,

Legal Counsel sent a follow up letter to Mr. Poppish on April 13, 2011. On May 16, 2011, Legal Counsel called Lincoln General and Mr. Poppish is no longer with the company and was directed to Mr. Bob Griffith and Legal Counsel spoke with him and was asked to send the correspondence to him which was accomplished on even date. No response was received from Mr. Griffith and Legal Counsel sent a follow up letter on June 9, 2011.

On July 14, 2011 Legal Counsel had a telephone conference with Bob Griffith from Lincoln General who stated that he would get something out to Legal Counsel the beginning of the week of July 18, 2011 and a letter was received on July 17, 2011 stating that he would discuss it with his insured and would respond thereafter. On August 5, 2011, Legal Counsel sent a follow up letter to Mr. Griffith since no response was received. A second follow up letter was sent to Mr. Griffith on November 16, 2011 since there has been no response.

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 was 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. 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. Sanford J. Resnick, Esq. forwarded correspondence on September 17, 2010 to the Chairman informing of his representation of the developer and a request to appear before the Board to discuss inspection fees.

Mr. Resnick appeared at the May 19, 2011 Board Meeting and the staffs are working together with the Developer and Legal Counsel. Mr. Resnick will draft agreements with respect to flushing and constructing the water line. On August 15, 2011 Legal Counsel left a message with Mr. Resnick for status update and as of November 17, 2011 Legal Counsel has not received a response.

Director of Finance Report:

Joanne Gershkoff, Finance Director, explained and submitted the financial report and comparative balance sheets, statements of revenues, expenditures and cash receipts, disbursements and FY 2010-2011 attached as “A” through October, 2011, and after thorough discussion with regard to the sales and revenue shortfalls. The restricted accounts were all funded for the period.

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 and cash receipts, disbursements and FY 2010-2011 attached as “A” through October, 2011 be approved as presented and be incorporated herein and are made a part hereof.

Point of Personal Privilege and Communications:

Board Member Gallucci noted that he was approached by an attorney on November 17, 2011 who commended the General Manager responding to a matter brought to his attention by the attorney. Board Member Gallucci stated that it was important to highlight the positive feedback from the general public regarding actions taken by Kent County Water Authority employees.

Board Member Masterson noted that the Chief of the East Greenwich Fire Department also had compliments for Kent County Water Authority as well and agreed with Board Member Gallucci that positive feedback that the Board receives from the Kent County Water Authority customers should be highlighted.

GENERAL MANAGER/CHIEF ENGINEER’S REPORT

Old Business

New Business:

Salary Benefits, TDI Action

Further discussion from previous meetings occurred regarding the status of the payment of salaries as related to the payment of Temporary Disability Insurance

Program (TDI) benefits. The Chairman inquired as to salaried personnel were being paid salary while receiving TDI benefits. The General Manager gave a historical perspective of the issue noting that prior to 1999 the Authority was self-insured and everyone was entitled to full pay in that the Authority at that time did not participate in the State of Rhode Island Temporary Disability Insurance Program. In 1999, the Board voted to place Kent County Water Authority in the TDI program and limited benefits for all personnel, salaried and hourly to receive TDI benefits with no further wages paid. The Chairman opined that it was not fair that salaried employees were not compensated the equivalent to their salary in that a salaried employee receives their salary regardless of the number of overtime hours that they work. The Chairman stated that a salaried employee should receive salary as well as TDI benefits. The General Manager stated that the TDI law does allow for salaried employees to receive their salary as well as TDI benefits. The General Manager noted that the proposed revised Employee Handbook allows for payment of the difference between TDI benefits and pay without a designation separating salaried employees from hourly employees. The General Manager noted that the proposed Employee Handbook may have to be revised if allowing salaried employees to receive their full salary simultaneously with TDI benefits while hourly employees are limited to the difference between the TDI benefits and full pay pursuant to the proposed supplemental payment plan. Board Member Gallucci agreed that salaried employees should receive their full salary and TDI benefits retroactively back to January 1, 2010. Board Member Masterson inquired as to the fiscal note needed by the Authority to implement the program retroactive to January 1, 2010. The General Manager stated that a total of \$198,000.00 of wages were lost in 2010 and 2011 through October 6, 2011. The General Manger advised that he would have to revise these figures to determine the amount that would have to be paid to eligible salaried employees if the supplemental payment plan was revised retroactively to allow for salaried employees to receive their full salary as well as TDI benefits. Board Member Giorgio noted that the money had been budgeted and the General Manager noted that there would have to be an amendment brought before the Board in regard to the 2010 budget to include the reimbursements to the eligible employees.

It was the sense of the Board that the General Manager should be allowed to review the matter and report back to the Board at the December, 2011 Board meeting with new figures regarding the cost of implementing the program to include salaried employees to be paid full salary and TDI benefits while paying the hourly employees the difference between the TDI benefits and their full pay.

Revised Employee Handbook Approval

The Board continued the discussion from previous meetings regarding the inclusion or deletion of the subrogation provision proposed in the proposed Revised Employee Handbook. Board Member Gallucci continued to opine that the subrogation provision should be deleted from the Revised Employee Handbook indicating that he had discussions with various City and Town Officials who noted that there were no similar subrogation provisions in those cities and towns.

Board Member Masterson requested that the Board not vote on the inclusion or deletion of the subrogation division in that Board Member Inman was not present and Board Member Masterson felt that this issue was a very important issue that should be voted upon by the full Board.

Board Member Gallucci noted that this matter had been discussed enough and felt that the Board should take a vote without further delay. Board Member Giorgio noted that courtesy should be given to Board Member Inman to allow him to be present to vote on the subrogation provision and further noted that Board Member Inman had provided Board Member Giorgio the same courtesy in a previous matter. The matter was to be placed on the Agenda for the December, 2001 meeting for a vote.

Warwick Sewer Authority Contract Request Revision

The General Manager again reviewed the request by the Warwick Sewer Authority to take readings on a quarterly basis as opposed to a yearly basis but continue to pay the charge of \$1.00 per read for the year which would be equivalent to \$0.25 per read per quarter. The General Manager opined that the \$1.00 per read is inexpensive and stated that the Warwick Sewer Authority should be charged \$1.00 per read per quarter or \$4.00 per year. The Chairman and Board Member Masterson both opined that the Authority should respect the request of the Warwick Sewer Authority and keep the charge to \$1.00 per read per year with Board Member Masterson noting that the \$1.00 per read per year is an inexpensive charge. Board Member Gallucci suggested that equity dictates that the charge should be increased to \$.50 per read per quarter or \$2.00 per year.

After further discussion, Board Member Gallucci moved and it was seconded by Board Member Giorgio to grant the Warwick Sewer Authority request to take readings on a quarterly basis with the charge to be \$.50 per read per quarter or \$2.00 per year and it was unanimously voted among the Board Members present,

VOTED: To grant the Warwick Sewer Authority request to take readings on a quarterly basis with the charge to be \$.50 per read per quarter or \$2.00 per year.

Bid Award Vehicles

The General Manager stated there was one proposal from Liberty Chevrolet, Inc. and the General Manager recommended to award the proposal to Liberty Chevrolet, Inc. as the lowest and only responsible bidder. It was moved by the Chairman and seconded by Board Member Gallucci to award the proposal to Liberty Chevrolet, Inc. in the amount of \$138,564.00 for three (3) ½ ton Chevy Pickups, one (1) ¾ ton Chevy Pickup with plow/4WD, one (1) Compact SUV Chevy and one (1) ¾ ton Chevy Van and a trade-in allowance of \$20,900.00 for a 2001 GMC Jimmy SUV, 4WD, 2000 GMC

Savanna Van, 2WD, 2002 GMC Sierra Pickup, 2WD, 2002 GMC Sierra Pickup 4WD with plow and 2001 GMC Sierra Pickup 4WD as evidenced and attached as “**B**” and it was unanimously,

VOTED: To award the proposal to Liberty Chevrolet, Inc. in the amount of \$138,564.00 for three (3) ½ ton Chevy Pickups, one (1) ¾ ton Chevy Pickup with plow/4WD, one (1) Compact SUV Chevy and one (1) ¾ ton Chevy Van and a trade-in allowance of \$20,900.00 for a 2001 GMC Jimmy SUV, 4WD, 2000 GMC Savanna Van, 2WD, 2002 GMC Sierra Pickup, 2WD, 2002 GMC Sierra Pickup 4WD with plow and 2001 GMC Sierra Pickup 4WD as evidenced and attached as “**B**”.

Central Coventry Billing Shut Off Status

The General Manger noted that the Central Coventry Fire Department is not paying the Kent County Water Authority bill despite many demands. A total of \$22,000 plus interest is owed covering the June, 2011 and September, 2011 billing periods. The General Manager noted that Legal Counsel has recommended putting a lien on the property and starting collection proceedings. The Chairman stated that the General Manager should attempt one final contact with Central Coventry in an attempt to collect the money owed and, if no success, then proceed to authorize Legal Counsel to place a lien on the property and start collection proceedings.

Approval RIDOT C & M Agreement, Natick Bridge Cost Share

The General Manager stated that the RIDOT C & M Agreement was the standard C & M Agreement involving the upgrading of the 10 inch line to a 16 inch water line as part of the Natick Bridge reconstruction. The Authority share of the cost of the project would be \$64,400 which represents the difference between replacing a 10 inch line with a 16 inch line which is being proposed. The General Manager recommended that the contract be approved as it would be in the best interest of the Authority in that it would be upgrading a service line at considerable savings.

The Chairman moved and it was seconded by Board Member Gallucci to approve the RIDOT C & M Agreement regarding the Natick Bridge cost share as evidenced and attached as “**C**” and it was unanimously voted among the Board Members present,

VOTED: To approve the RIDOT C & M Agreement regarding the Natick Bridge cost share as evidenced and attached as “**C**”.

New Hire, Meter Department

The General Manager informed the Board that he interviewed and reviewed six (6) applicants for the position in the Meter Department and those applications will be placed on file. The General Manager recommended two candidates, Steven Lukowicz and Brian Galenski, for the position subject to the applicant follow-up procedures.

After discussion, Board Member Masterson moved and it was seconded by Board Member Gallucci to hire Steven Lukowicz as a meter reader 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 Lukowicz as a meter reader 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.

Discussion Centre of New England Bill Payments

The General Manager noted that a \$15,000 payment was made towards the outstanding bill on November 17, 2011. The balance of the bill is now \$87,379.04 which includes \$16,099.06 subject to shut-off for non-payment and \$71,279.98 which is the current bill due on November 30, 2011. These numbers were confirmed and further explained by Joanne Gershkoff, Director of Administration and Finance. The General Manager stated that there was a verbal arrangement whereby payments of \$5,000-\$10,000 per week were to be made to avoid shut-off and these payments have not been made in a timely fashion. It was the sense of the Board that something needed to be done to collect the payments owed but it was the sense of the Board that a shut off would not be desirable due to the existence of residential and elderly living facilities on the premises. The Chairman suggested further discussion with the Center of New England representatives to make arrangements for a different payment schedule and gave an example of \$5,000 every two weeks towards the arrearages. It was the sense of the Board that its policy is to do everything possible to collect money and shut-offs are a last resort.

CAPITAL PROJECTS: **INFRASTRUCTURE PROJECTS**

All 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 “D”.

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

VOTED: To adjourn the meeting at 5:20 p.m.

Secretary Pro Tempore

EXHIBIT A

Kent County Water Board Meeting

November 17, 2011

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

AS OF 09/2011

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	416.66		-416.66	1249.98	3617.61	2367.63
1-4160 M & J COSTS & EXPENSES	1500.00	11560.76	10060.76	4500.00	14567.98	10067.98
1-4190 INTEREST & DIVIDEND INC.	7500.00	-613.70	-8113.70	22500.00	25090.09	2590.09
1-4210 MISC. NON-OPER. INCOME	2083.33	1596.00	-487.33	6249.99	1596.00	-4653.99
TOTALS FOR OTHER INCOME	11499.99	12543.06	1043.07	34499.97	44871.68	10371.71
1-461A METERED SALES - GC	1136282.83	2197849.14	1061566.31	3408848.49	4572942.05	1164093.56
1-461B METERED SALES - IC	290093.66	612010.28	321916.62	870280.98	1021631.60	151350.62
1-4620 PRIVATE FIRE PROTECTION	48112.25	48153.62	41.37	48112.25	48153.62	41.37
1-4630 PUBLIC FIRE PROTECTION	325554.50	325415.11	-139.39	325554.50	325415.11	-139.39
1-4640 SALES -PUBLIC AUTHORITIES	62229.08	174159.97	111930.89	186687.24	270112.85	83425.61
1-4660 SALES FOR RESALE	25000.00	67982.43	42982.43	25000.00	67982.43	42982.43
1-4710 MISC. SERVICE REVENUE	14172.16	14438.23	266.07	42516.48	34656.13	-7860.35
1-4740 OTHER WATER REVENUES	3750.00	3726.56	-23.44	11250.00	11273.50	23.50
TOTALS FOR OPERATING REVENUE ACCTS.	1905194.48	3443735.34	1538540.86	4918249.94	6352167.29	1433917.35
TOTALS FOR REVENUES	1916694.47	3456278.40	1539583.93	4952749.91	6397038.97	1444289.06
EXPENDITURES						
1-6020 PURCHASED WATER	402500.00	270549.91	131950.09	1207500.00	886727.13	320772.87
1-6140 MAINTENANCE OF WELLS	20.00	234.00	-214.00	60.00	234.00	-174.00
TOTALS FOR SOURCE OF SUPPLY EXPENSES	402520.00	270783.91	131736.09	1207560.00	886961.13	320598.87
1-6210 FUEL FOR PUMPING	95.83	19.18	76.65	287.49	57.54	229.95
1-6230 POWER PURCHASED	36500.00	34273.77	2226.23	109500.00	59286.16	50213.84
1-624A PUMPING LABOR	3333.33	6463.05	-3129.72	9999.99	16289.88	-6289.89
1-624B PUMPING EXPENSES	289.16		289.16	867.48		867.48
1-6310 MAINT STRUCT & IMPROVE	2358.33	2959.11	-600.78	7074.99	10254.35	-3179.36

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

AS OF 09/2011

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
1-6330 MAINT PUMPING EQUIPMENT	3166.66	3494.73	-328.07	9499.98	8416.40	1083.58
TOTALS FOR PUMPING EXPENSES	45743.31	47209.84	-1466.53	137229.93	94304.33	42925.60
1-6410 CHEMICALS	13775.00		13775.00	41325.00	26805.49	14519.51
1-642A OPERATION LABOR	6391.66	5513.90	877.76	19174.98	18940.10	234.88
1-642B OPERATION EXPENSES	3041.66	5953.78	-2912.12	9124.98	10394.78	-1269.80
1-6520 MAINT WATER TREAT EQUIP	133.33		133.33	399.99		399.99
TOTALS FOR WATER TREATMENT EXPENSES	23341.65	11467.68	11873.97	70024.95	56140.37	13884.58
1-662A T & D LABOR	2108.33		2108.33	6324.99	624.84	5700.15
1-662B T & D SUPPLIES & EXP	5354.16	5284.17	69.99	16062.48	12803.56	3258.92
1-663A T & D METER LABOR	3829.16	2681.31	1147.85	11487.48	10867.93	619.55
1-663B T & D METER SUPP & EXP	1095.83	249.90	845.93	3287.49	338.10	2949.39
1-6650 T & D MISC	937.50	511.67	425.83	2812.50	511.67	2300.83
1-6710 MAINT STRUCT & IMPROV	520.83		520.83	1562.49		1562.49
1-6720 MAINT RESERVOIR & STDPIPE	1041.66	4055.21	-3013.55	3124.98	7664.01	-4539.03
1-6730 MAINT T & D MAINS	48893.75	26212.60	22681.15	146681.25	150875.86	-4194.61
1-6750 MAINT SERVICES	22208.33	10590.71	11617.62	66624.99	38021.33	28603.66
1-6760 MAINT METERS	6060.83	4054.78	2006.05	18182.49	13949.73	4232.76
1-6770 MAINT HYDRANTS	7250.00	4237.59	3012.41	21750.00	20110.01	1639.99
1-6790 TRANSFER TO CONSTRUCTION	-927.91		-927.91	-2783.73		-2783.73
TOTALS FOR TRANS. & DISTR. EXPENSES	98372.47	57877.94	40494.53	295117.41	255767.04	39350.37
1-902A METER READING LABOR	10516.75	8310.72	2206.03	31550.25	19772.18	11778.07
1-902B METER READING SUPP & EXP	186.25		186.25	558.75	216.73	342.02
1-903A CUSTOMER RECORDS LABOR	14779.66	15252.43	-472.77	44338.98	45874.92	-1535.94
1-903B CUSTOMER RECORDS SUPP	5683.33	5110.43	572.90	17049.99	10559.37	6490.62
TOTALS FOR CUSTOMER ACCT. EXPENSES	31165.99	28673.58	2492.41	93497.97	76423.20	17074.77

Kent County Water Authority
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 AS OF 09/2011

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
1-9200 ADM & GENERAL SALARIES	26274.41	23258.25	3016.16	78823.23	74970.75	3852.48
1-9210 OFFICE SUPPLIES & EXP	11083.33	16504.98	-5421.65	33249.99	42664.79	-9414.80
1-9230 OUTSIDE SERVICES	10416.66	41749.13	-31332.47	31249.98	52614.13	-21364.15
1-9240 PROPERTY INSURANCE				234287.00	178710.00	55577.00
1-9250 INJURIES & DAMAGES	50.83		50.83	152.49		152.49
1-9260 EMPLOYEE PENSION & BENEF	54868.58	50232.13	4636.45	386605.78	432531.11	-45925.33
1-9280 REGULATORY COMM EXP	5625.00		5625.00	16875.00		16875.00
1-930B MISC GENERAL EXPENSE	1125.00	1259.94	-134.94	3375.00	3781.09	-406.09
1-930C MISC GENERAL EXPENSE	3000.00		3000.00	9000.00		9000.00
1-932A MAINT GENERAL PLANT	9166.66	9323.10	-156.44	27499.98	32437.70	-4937.72
1-932B MAINT VEHICLES	12416.66	40774.37	-28357.71	37249.98	60447.34	-23197.36
1-9330 UNASSIGNED TIME VAC HOL	17901.91	22529.90	-4627.99	53705.73	71167.74	-17462.01
TOTALS FOR ADM. & GENERAL EXPENSES	151929.04	205631.80	-53702.76	912074.16	949324.65	-37250.49
1-4030 DEPRECIATION EXPENSE	96666.66	96666.67	-.01	289999.98	290000.01	-.03
1-4080 TAXES OTHER THAN INCOME	12541.66	23149.15	-10607.49	37624.98	71692.80	-34067.82
1-4270 INTEREST-LONG TERM DEBT	107157.00	107157.00		321471.00	321471.00	
1-4280 AMORTIZATION OF DEBT DISC	5833.33	5833.33		17499.99	17499.99	
TOTALS FOR OTHER EXPENSES	222198.65	232806.15	-10607.50	666595.95	700663.80	-34067.85
TOTALS FOR EXPENDITURES	975271.11	854450.90	120820.21	3382100.37	3019584.52	362515.85
EXCESS OF REVENUE OVER EXPENDITURES FOR general	941423.36	2601827.50	1660404.14	1570649.54	3377454.45	1806804.91

OTHER ADJUSTMENTS TO FUND BALANCE

FUND BALANCES - JULY 1
 FUND BALANCES - SEPTEMBER 30

KENT COUNTY WATER AUTHORITY
CASH RECEIPTS & DISBURSEMENTS
FY 2011 - 2012

	JULY 2011	AUGUST 2011	SEPTEMBER 2011	OCTOBER 2011	NOVEMBER 2011	DECEMBER 2011	JANUARY 2012	FEBRUARY 2012	MARCH 2012	APRIL 2012	MAY 2012	JUNE 2012	RATE REVENUE FY 10-11	RATE REVENUE FY 11-12
BEGINNING MONTH BALANCE	37,726,775	34,181,115	34,175,000	34,235,508									JUL 1,608,840	1,458,444.12
CASH RECEIPTS:													AUG 1,588,117	1,422,222.99
Collections	1,966,570	1,533,789	1,507,240	3,333,369									SEP 3,697,980	3,425,570.55
Interest Earned	24,595	287	312	265									OCT 1,740,472	1,773,750.10
Other													NOV 1,193,207	
TOTAL CASH RECEIPTS	39,717,940	35,715,191	35,682,553	37,569,141	-	-	-	-	-	-	-	-	DEC 2,315,872	
CASH DISBURSEMENTS:													MAR 1,879,971	
Purchased Water	619,643	317,621	298,557	849,466									APR 1,119,045	
Electric Power	24,408	25,012	34,274	37,769									MAY 912,317	
Payroll	143,753	186,550	149,225	134,783									JUN 2,042,267	
Operations	67,012	78,251	42,183	75,936										
Employee Benefits	282,802	109,906	53,346	57,148										
Legal	2,856	1,765	2,715	3,634										
Materials	166,404	129,947	51,562	79,855										
Insurance	60,983	122,022	1,048											
Sales Taxes	27,682	12,489	11,623	40,586										
Refunds	251	7,874	547	1,607										
Rate Case														
Conservation														
Pilot	8,265													
Capital Expenditures (Other)				91,750										
Mishnock Well/Storage/Pump/T 221C	7,666	8,257	12,282	32,458										
Mishnock Treatment Facility 230A				378,429										
Read School House 234C			148,807											
CIP Update 235A				780										
Quaker Lane 240C				2,490										
2007 Infrastructure 284B	213,665													
2009 A Infrastructure 243C	270,845													
2009 B Infrastructure 248C	316,733	488,950	590,595	485,362										
2010 Infrastructure Design 249C				2,575										
U. S. Bank - Debt Service (P. & I.)	3,264,328													
Water Protection	59,527.62	51,547	50,282	110,342										
TOTAL DISBURSEMENTS	5,536,825	1,540,191	1,447,045	2,384,971	-	-	-	-	-	-	-	-		
BALANCE END OF MONTH	34,181,115	34,175,000	34,235,508	35,184,171	-	-	-	-	-	-	-	-		

CASH LOCATION
FISCAL YEAR 2011-2012

	JUL 2011	AUG 2011	SEP 2011	OCT 2011	NOV 2011	DEC 2011	JAN 2012	FEB 2012	MAR 2012	APR 2012	MAY 2012	JUN 2012
CASH LOCATION:												
Citizens Bank - Payroll	\$ 40,000.00	40,000.00	40,000.00	40,000.00								
Fleet Bank - Deposit	305,831.16	64,248.86	150,908.96	1,046,044.68								
Fleet Bank - Checking	156,293.32	3,350.65	199,148.91	73,321.40								
	502,124.48	107,599.51	390,057.87	1,159,366.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
U. S Bank - Project Funds												
Revenue	1,431,740.63	1,456,433.84	1,131,621.93	1,041,850.80								
Infrastructure Fund	8,424,924.93	8,428,020.46	8,319,036.54	8,362,425.08								
Operation Reserve Allowance	364,593.01	388,900.55	413,208.33	437,516.25								
Operation & Maintenance Reserve	2,367,556.27	2,367,576.41	2,367,596.56	2,373,447.05								
Renewal & Replacement Fund	343,057.93	351,394.00	359,730.18	368,066.47								
Renewal & Replacement Reserve	786,143.95	786,150.71	786,157.49	1,023,851.04								
Debt Service Fund - 2001	94,044.99	159,660.15	225,273.46	290,887.12								
Debt Service Reserve - 2001	781,148.43	781,148.43	781,148.43	781,148.43								
General Project - 2002	15,562,632.13	15,562,764.25	15,414,089.25	15,035,787.90								
Debt Service Fund - 2002	213,944.89	370,804.93	527,660.62	684,517.42								
Debt Service Reserve - 2002	1,823,614.72	1,823,614.72	1,823,614.72	1,823,614.72								
Debt Service Fund - 2004	182,706.53	288,050.43	393,390.58	498,731.55								
Debt Service Reserve - 2004	1,302,166.08	1,302,882.73	1,302,921.82	1,302,960.91								
	\$ 34,180,398.97	34,175,001.12	34,235,507.78	35,184,170.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT B

Kent County Water Board Meeting

November 17, 2011

MEMO

To: Board
From: Timothy Brown
Subject: Bid for Vehicle Purchase
Date: November 9, 2011

On October 27, 2011 Kent County Water Authority opened up bids for vehicle purchase. Only one bid was submitted from the three possible proposers from the Prebid conference. All items bid are in order and meet the requirements and are within budget. Total bid price was \$138,564, Total Trade-in value of \$20,900 yielding a total purchase price of \$117,664. This is within budget and included in our restricted accounts for capital purchase. I recommend approval of the Bid to Liberty Chevrolet Incorporated for all but Item #3 and trade-in Item #1. Adjusted totals are total bid price \$113,895 and a trade-in value of \$16,900 yielding a total purchase price of \$96,995.

KENT COUNTY WATER AUTHORITY
INVITATION TO BID
MATERIAL PURCHASE ONLY
MULTIPLE VEHICLE PURCHASE

BID OPENING – OCTOBER 27, 2011

The Bid-Opening for multiple vehicle purchase was held at 10:00 a.m., October 27, 2011 per the requirements of the Bid Invitation advertised in the Providence Journal on Tuesday, October 11, 2011. No bidder attended opening.

The following bid was submitted:

Liberty Chevrolet, Inc., 90 Bay State Road, Wakefield, MA 01880

Bid Item No. 1 – Unit Bid Price \$20,199	Total Price: \$60,597
Bid Item No. 2 – Unit Bid Price \$29,889	Total Price: \$29,889
Bid Item No. 3 – Unit Bid Price \$24,669	Total Price: \$24,669
Bid Item No. 4 – Unit Bid Price \$23,409	Total Price: \$23,409

Total Bid Items 1 thru 4: \$138,564.00

Trade In Truck No. 1 - \$4,000
Trade In Truck No. 4 - \$2,200
Trade In Truck No. 11 - \$3,200
Trade In Truck No. 14 - \$6,500
Trade In Truck No. 19 - \$5,000

Total Trade In Price Items 1 thru 5: \$20,900

- 75 to 90 Days to deliver new vehicles from date of purchase order.

The Bid opening was closed at 10:06 a.m.

#5

KENT COUNTY WATER AUTHORITY
MATERIAL PURCHASE ONLY
MULTIPLE VEHICLE PURCHASE

INVITATION TO BID

Sealed Bids for vehicle purchases will be received by the Kent County Water Authority at their office located at 1072 Main Street, West Warwick, Rhode Island 02893 until 10:00 a.m. prevailing time, on October 27, 2011 and at that time and place will be publicly opened and read aloud.

A detailed description of the vehicle requirements can be found in the Material Purchase Documents.

Material Purchase Documents may be examined and/or obtained on or after October 11, 2011 at the office of Kent County Water Authority, 1072 Main Street, West Warwick, Rhode Island 02893.

A pre-bid conference shall be held at the offices of the Kent County Water Authority on October 19, 2011, at 10:00 a.m. All perspective bidders must attend the pre-bid conference. A review of vehicle(s) to be traded will be done at the pre-bid conference for bidders cost determination.

Material Purchase documents may be picked up in person at the office of the Kent County Water Authority. Bidders will be furnished one set of Material Purchase Documents. Additional sets may be purchased for a fee of \$20.00. Bidders requesting Material Purchase Documents by mail shall forward a non-refundable check (payable to the "Kent County Water Authority") in the amount of \$20.00 per set to cover the costs of handling and mailing. Mailing will be First Class U.S. Postal Rate only. The Kent County Water Authority shall not be responsible for delays caused by the mailing process.

Each Bid shall be submitted in accordance with the Instructions to Bidders.

No Bidder may withdraw his Bid for a period of 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual day of the opening of the Bids.

The owner reserves the right to waive any informality in or to reject any or all Bids, or parts thereof, if deemed to be in their best interest.

The offices of the Kent County Water Authority are handicapped accessible. Individuals requesting interpreter services for the hearing impaired must contact the offices of the Kent County Water Authority 72 hours before the meeting at 821-9300 (Telecommunications device for the hearing impaired available).

Robert B. Boyer
Chairman
Kent County Water Authority

KENT COUNTY WATER AUTHORITY
MATERIAL PURCHASE ONLY
MULTIPLE VEHICLE PURCHASE
INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 The Kent County Water Authority may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Kent County Water Authority all such information and data for this purpose as may be requested. All Bidders shall be prepared to submit to Kent County Water Authority upon request, written evidence of such information and data necessary to make this determination. The Kent County Water Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Kent County Water Authority that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 1.2 The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure Kent County Water Authority that the products will be delivered in accordance with the terms of the purchase orders and the material purchase documents.
- 1.3 In evaluating Bids, Kent County Water Authority will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements and the advertisement for bids. To receive full consideration, the Bidder must submit literature and necessary details, when applicable, on the material or services proposed to be furnished, in order that the Kent County Water Authority may have full information when analyzing the bids.
- 1.4 Kent County Water Authority reserves the right to reject any Bid, or parts thereof, if the evidence submitted by, or the investigation of, such Bidder fails to satisfy Kent County Water Authority that such Bidder is properly qualified to carry out the obligations of the Material Purchase Documents and to complete and supply the equipment contemplated therein.
- 1.5 No bidder may be considered if they are indebted to the Kent County Water Authority for any unresolved issues regarding unpaid invoices issued by the Kent County Water Authority, or services and materials owed to the Kent County Water Authority.

ARTICLE 2. COPIES MATERIAL PURCHASE DOCUMENTS

- 2.1 Complete sets of Material Purchase Documents shall be used in preparing Bids; Kent County Water Authority assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Material Purchase Documents.

- 2.2 Kent County Water Authority in making copies of Material Purchase Documents available do so only for the purpose of obtaining Bids on the Materials and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF MATERIAL DOCUMENTS

- 3.1 Before submitting a Bid, each Bidder must examine the Material Purchase Documents thoroughly, and familiarize them self with Federal, State and local laws, and the Kent County Water Authority Purchasing Regulations.
- 3.2 The submission of a Bid will constitute and incontrovertible representation by the Bidder that he has complied with every requirement of the Material Purchase Documents and they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Material Purchase Documents shall be received in writing by Kent County Water Authority at the pre-bid conference.
- 4.2 Written clarifications or interpretations will be issued if requested by Addenda not later than four calendar days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed via certified mail, with return receipt requested, to all parties recorded as having received the Material Purchase Documents.
- 4.3 Each Bidder shall be responsible for determining that they have received all Addenda issued.

ARTICLE 5. PRE-BID CONFERENCE

- 5.1 A pre-bid conference will be held as described in the advertisement to bid to discuss project related concerns of these Material Purchase Documents and review the vehicles to be traded in for bidder cost determination.
- 5.2 The Pre-Bid conference is mandatory for all Bidders. Failure to attend will negate the Bidder's ability to submit a Bid for consideration.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Forms contained in the Material Purchase Documents. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made. Failure to do so will constitute an incomplete bid and is grounds for bid rejection.

- 6.2 Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in words, and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices.
- 6.3 Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum as determined by Kent County Water Authority.
- 6.4 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 6.5 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.
- 6.6 All names shall be typed or printed below the signature.
- 6.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 6.8 The address to which communications regarding the Bid are to be directed shall be shown.
- 6.9 One copy of each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, his address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid).

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for Material Purchase will be received at the time and place indicated in the Invitation to Bid.
- 7.2 KCWA may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.
- 7.3 Bidders are cautioned that it is the responsibility of each individual bidder to assure that his bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of the Bid Opening. KCWA is not responsible for bids delayed by mail and/or delivery services, of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 8.2 Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw his Bid for a period of 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.

ARTICLE 9. AWARD OF PURCHASE ORDER

- 9.1 The Purchase Order will be awarded in accordance with the Kent County Water Authority Purchase Regulations to the lowest responsible and eligible Bidder, after negotiations as determined by Kent County Water Authority or their designee. Such a Bidder shall possess the skill, proper material, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, proper material, ability, and integrity necessary to the faithful performance of the Work as well as provide a time of delivery and trade in value of existing vehicles acceptable to the Kent County Water Authority.
- 9.2 The Kent County Water Authority reserves the right to negotiate any and all parts to this Bid with the selected Bidder prior to formalization and issuance of a purchase order.
- 9.3 Location of dealership (total miles) and free pick/return services for repairs will be considered an integral part of determining the lowest responsible and eligible Bidder. The Kent County Water Authority reserves the right to award whole or in part as indicated in each of the sub part totals of the bid forms.
- 9.4 KCWA reserves the right to reject any and all Bids, or parts thereof, to waive any and all informalities if it is in KCWA's best interest to do so, and the right to disregard all nonconforming, non responsive, or conditional Bids or portions there of.
- 9.5 A Bid, which includes for any item, a Bid Price that is abnormally low or high may be rejected as unbalanced.
- 9.6 KCWA reserves the right to reject the Bid of any Bidder that KCWA considers to be unqualified relative to Article 1 above.
- 9.7 If the Purchase Order is to be awarded, KCWA will give the Successful Bidder the original Purchase Order within 90 days, excluding Saturdays, Sundays, and legal holidays, after the

actual date of the opening of the Bids. All bids shall remain open for 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.

- 9.8 Kent County Water Authority may, in its sole discretion award any portion or portions of the selected successful bidders bid. Bidder shall accept the Purchase Order as written for all or portions determined as the lowest responsible bidder by Kent County Water Authority.

ARTICLE 10. SALES TAX

- 10.1 The materials and supplies to be used in the Work are tax-exempt by R. I. State Law, Section 39.16 of the State Code.

ARTICLE 11. LAWS AND REGULATIONS

- 11.1 The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

ARTICLE 12. OR EQUAL CLAUSE

- 12.1 KCWA has developed vehicle specifications utilizing all model numbers and options of General Motors. Vehicles will be considered equal to these specifications if they meet or exceed all standard features of the manufactures model year and items as listed under Article 13 below. All bidders who submit "or equal" bid for a different vehicle, must provide a complete listing referring to the original article specification number as outlined below in Article 13, cross referencing their particular vehicle model number and all items as listed. Failure to do so will cause rejection of bid by the Kent County Water Authority. It is the responsibility of the bidder who bids a different vehicle, not as manufactured by General Motors or subsidiary, to provide the complete outline item review in accordance with Article 13, as it is the bidder's responsibility to prove that the vehicle being provided is equal to the quality manufacture and specific items as required. It is also required to meet this clause that all vehicles are of new manufacture of the "2012" model year, being sold on the open market to the public as being the equal models provided.

ARTICLE 13. VEHICLE SPECIFICATIONS

13.1 Factory Options HD Pickup Truck

- 13.1.1 Model year 2012, all new GMC Sierra 2500 HD, Regular Cab, 8 foot Box, 4 Wheel Drive, standard manufacture of General Motors Model #TK20903 or Equal.

- 13.1.2 Work Truck Preferred Equipment Package

13.1.3 Body & Chassis

- 9300 lb gross vehicle weighed rating
- Trailer towing package 7 wire harness with electric brake relay and sealed connector
- Trailer sleeve with pintal hook and 2 inch stainless steel ball
- Heavy duty suspension front independent, rear multi leaf springs
- 4 wheel antilock disc brakes
- Power steering with tilt wheel
- 8 foot pickup box with tie down hooks
- Tire pressure monitoring system
- Snow plow prep package

13.1.4 Power Train

- Northeast Emission Equipment
- 6.0L, V8 gasoline engine, SFI E-85 Compatible
- 4-Wheel Drive, 6 Speed Automatic Transmission with overdrive and tow/haul mode
- Manual 4x4 transfer case
- Axle Ratio 3.73
- Stability Track Stability Control
- 160 amp Alternator
- 12 volt heavy duty 600 cold-cranking amp battery

13.1.5 Tires & Wheels

- Front: LT 245/75R17E Steel Belted black wall
- Rear: LT 245/75R17E Steel Belted black wall
- Spare: LT 245/75R17E Steel Belted, mounted and balanced
- 17 inch steel painted wheels w/hub covers
- Tire carrier, outside spare, winch-type mounted under frame

13.1.6 Interior Options

- AM/FM Radio
- 40/20/40 split bench cloth seat, cloth with outboard head rests, fold down armrest with storage
- Secondary Glove Box
- Drivers and passenger frontal and side air bag
- Black vinyl full floor covering with removable heavy duty floor mat for both driver and passenger side
- Solar tinted glass
- Air Conditioning
- Day/night rearview mirror

- Two auxiliary power outlets
- Safety canopy system
- SecureLock antitheft ignition
- 2 spare ignition keys
- Upfitter Switches (4) for optional equipment
- Warning tones, headlamp, key-in-ignition, buckle up and turn signal

13.1.7 Exterior Options

- Front bumper chrome with body color caps
- Rear step bumper chrome with body color caps
- Daytime running lamps
- Manual telescoping trailer/tow mirrors
- Back up alarm
- Skid plate package, transfer case, oil pan and fuel tank protection
- Two ton mechanical jack and wheel wrench
- Tailgate protection cap
- Tow hooks front and back
- Dual cargo area lamps

13.1.8 Color

- Exterior Solid Paint – Summit White
- Interior Color - Medium to dark gray cloth

13.1.9 Rust-proofing

- Standard Factory 6 year – 100,000 mile warrantee

13.1.10 Complimentary Service

Each truck shall be provided with:

- Maximum odometer reading at time of delivery shall not exceed 150 miles, 50 cents per mile credit shall be assessed and deducted from purchase price if maximum is exceeded.
- Full tank of gas at delivery
- Free 5,000 mile inspection with lube and oil change including free vehicle pick up and return (payment in lieu of service will not be accepted).

13.1.11 Dealer Installed Options or Special Equipment

13.1.11.1 Snow Plow, Plow frame, Hydraulic Kit and Compact Joystick Control.

Provide Fisher minute mount 8 foot HD series snow plow, mounting appurtenances 2 flood lights and compact in-cab joystick control or equal

Copy of manufactures specification sheets must be provided with bid for review and acceptance.

13.1.11.2 Protective Equipment

- Mud flaps/guards 4 wheels

13.1.11.4 Bed and tailgate liner

RINO LINER or Tough Bed or equal Commercially applied, sprayed on polyurethane bed liner system. Black slip resistant surface, ¼ of an inch minimum thickness. Material properties:

Hardness	ASTM D-2240	90-95 Shore A
Tensile Strength	ASTM D-412	2700-2900 psi
Elongation	ASTM D-412	374-400%
Water Absorption	ASTM D570	<1.6%

Liner application shall include all areas of the bed and inner tailgate surfaces. Joints shall be properly sealed or stripe coated for extra protection.

- 13.1.11.5 Two each jumbo 8 foot single lid side mount saddle tool boxes, United Welding Services Inc #TBSM-96 or equal. One box per side. Installation shall include diamond plate bed rail protectors and tailgate cap.

13.2 Factory Options Pickup Truck

13.2.1 Model year 2012, all new GMC Sierra 1500, Regular Cab, 8 foot Box, 2 Wheel Drive, standard manufacture of General Motors Model # TC10703 or Equal

13.2.2 Work Truck Preferred Package

13.2.3 Body & Chassis

- Heavy duty suspension
- 4 wheel antilock disc brakes
- Power steering

- 8 foot pickup box with tie down hooks
- Stability Track stability control system
- Tire pressure monitoring system

13.2.4 Power Train

- Northeast Emission Equipment
- 4.3L Vortec V6 MFI gasoline engine
- 2-Wheel Drive
- 4-Speed Automatic Transmission with overdrive and Tow/Haul Mode
- 145 amp Alternator
- 12 volt heavy duty 600 cold-cranking amp battery

13.2.5 Tires & Wheels

- Front: P245/70R17 all season Steel Belted black wall
- Rear: P245/70R17 all season Steel Belted black wall
- Spare: P245/70R17 all season Steel Belted, mounted and balanced
- Tire pressure monitoring system
- Jack and wheel wrench, tire carrier, outside spare, winch type mounted under frame

13.2.6 Interior Options

- AM/FM Radio with Clock
- 40/20/40 split bench seat, Gray Cloth, center fold armrest with storage compartment, outboard head rests
- Drivers and Passenger frontal and side air bag
- Black vinyl full floor covering
- Removable heavy duty all weather vinyl floor mat for both driver and passenger side.
- Deep solar tinted glass
- Air Conditioning
- Upfitter Switches (4) for optional equipment
- Theft deterrent locking feature
- Two spare ignition keys
- Two auxiliary power outlets
- Warning tones, head lamp, key-in-ignition, buckle up and turn signal

13.2.7 Exterior Options

- Chrome front bumper with top caps and rear chrome step bumper with pad
- Tow Trailer Package with pintal hook and 2" stainless steel ball
- Wired for 7 pin trailer plug
- Trailer low side mirrors
- Back up alarm

- Daytime running lights
- Tailgate protection cap

13.2.8 Color

- Exterior Solid Paint – Summit White
- Interior Color - Medium to dark gray cloth

13.2.9 Rust-proofing

- Standard Factory 6 year – 100,000 mile warranty

13.2.10 Complimentary Service

Each truck shall be provided with:

- Maximum odometer reading at time of delivery shall not exceed 150 miles, 50 cents per mile credit shall be assessed and deducted from the purchase price if maximum is exceeded.
- full tank of gas at delivery
- free 5,000 mile inspection with lube and oil change includes free pickup and return (payment in lieu of service will not be accepted).

13.2.11 Dealer Installed Options or Special Equipment

13.2.11.1 Protective Equipment

- Mud flaps/guards 4 wheels

13.2.11.2 Bed and tailgate liner

RINO LINER or Tough Bed or equal Commercially applied, sprayed on polyurethane bed liner system. Black slip resistant surface, ¼ of an inch minimum thickness. Material properties:

Hardness	ASTM D-2240	90-95 Shore A
Tensile Strength	ASTM D-412	2700-2900 psi
Elongation	ASTM D-412	374-400%
Water Absorption	ASTM D570	<1.6%

Liner application shall include all areas of the bed and inner tailgate surfaces. Joints shall be properly sealed or stripe coated for extra protection.

13.2.11.3 Two trucks to be equipped with - Two each jumbo 8 foot single lid side mount saddle tool boxes, United Welding Services, Inc. # TBSM-96 or equal, one box per side. Installation shall include diamond plate bed rail protectors and tailgate cap.

13.2.11.4 One truck to be equipped with – Install Diamond Back SE .080” alloy aluminum 3003 tonneau cover in black LINE-X finish with two keyed locks, center panel gutters and neoprene compression gasket and four cleats installed.

13.3 Factory Options Van

13.3.1 Model year 2012 Savanna Cargo Style G 2500 Van, 135” wheel base, 2 Wheel Drive, standard manufacture of General Motors Model# TG23405 or equal.

13.3.2 Body & Chassis

- 8,600 lbs Gross vehicle weight rating
- Power assist steering
- Heavy duty handling package
- Brakes, power hydraulic self adjusting front and rear disc
- 4 Wheel anti-lock brake system

13.3.3 Power Train

- VORTEC 4.8L (280 HP@5200 rpm) V8 SFI gas engine
- External oil cooler
- 6 speed automatic heavy-duty, electronically controlled OD transmission, tow/haul mode
- 3.42 rear axle ratio
- Heavy duty alternator (145 amp)
- Oil life monitoring system

13.3.4 Tires & Wheels

- Front: LT245/75R16E all season steel belted black wall
- Rear: LT245/75R16E all season steel belted black wall
- Spare: LT245/75R16E all season belted black wall mounted and balanced
- Wheels: Gray painted with gray center cap
- Spare Tire: mount and jack
- Tire pressure monitoring system

13.3.5 Interior Options

- AM/FM Radio with clock

- Std cloth dual bucket seats
- Floor mat rubber front full length heavy duty
- Removable heavy duty all weather floor mats for both driver and passenger side.
- 2 – 12 volt power outlets
- Intermittent windshield wipers with pulse washers
- Driver and passenger side air bag
- Two each cargo space dome lights activated by either cab switch or upon door opening
- Factory air conditioning
- Engine cover console with swing-out storage bin
- Theft deterrent system
- Visors, driver and front passenger, warning tone headlamp and key-in-ignition

13.3.6 Exterior Options

- Painted front and rear step bumper
- Roof marker lights (min. 5 Amber in color with LED bulbs)
- Standard exterior trim
- Front & rear license plate brackets
- All glass solar tinted
- Swing out glass on rear doors and side cargo doors
- Passenger side only, 60/40 hinged side cargo door
- Back up alarm 97 decibels
- Daytime running lights

13.3.7 Color

- Solid Paint – Summit White
- Interior Color – Medium Pewter Cloth

13.3.8 Rust-proofing

- Standard Factory 6 year – 100,000 Mile Warranty

13.3.9 Complimentary Service

Each truck shall be provided with:

- Maximum odometer reading at time of delivery shall not exceed 150 miles, 50 cents per mile credit shall be assessed and deducted from the purchase price if maximum is exceeded.
- Full tank of gas at delivery
- Free 5,000 mile inspection with lube and oil change (payment in lieu of service will not be accepted).

- 13.3.10 Dealer Installed Options or Special Equipment
 - 13.4.10.1 Commercial Upfit Package
 - Steel perforated cage partition with door behind seats to rear cargo area.
 - Protector cargo van liner package 135" wheelbase
 - 13.4.10.2 Heavy duty mud flaps/guards 4 wheels
- 13.4 Factory Options Compact 4WD SUV
 - 13.4.1 Standard SLE-1 Trim Group
 - 13.4.2 Model year 2012 all new GMC Terrain. All Wheel Drive, standard manufacture of General Motors or Equal
 - 13.4.3 Body & Chassis
 - Variable Electric Power Assisted Steering
 - Front Suspension independent strut type coil springs
 - Rear Suspension independent three lateral and independent trailering arm
 - Brakes, power hydraulic self adjusting front disc/rear drum
 - 4 Wheel anti-lock disc brake system
 - Stability Track Stability Control System with Traction Control
 - Tire pressure monitor
 - 13.4.4 Power Train
 - 2.4 Liter DOHC 4 cylinder Gas 182HP@6700 RPM
 - All Wheel Drive
 - 6 Speed Automatic
 - 13.4.5 Tires & Wheels
 - Front: P235/55R17 all season steel belted
 - Rear: P235/R17 all season belted
 - Spare: Tire & Wheel, mounted
 - 13.4.6 Interior Options
 - Keyless entry
 - AM/FM Standard base radio SLE-1 Group
 - Standard SLE-1 Light Titanium cloth fabric seats, 2 way manual fore/aft adjustment power lumbar and power 2 way seat height adjuster.
 - Center console

- Power outlets, 4, 12 volt
- Front and rear variable/intermittent windshield wipers
- Drivers and passenger frontal and side air bag
- Theft deterrent system
- Spare Key and Keyless entry device
- Air conditioning, single zone, manual front
- Deep tinted glass all windows except light tinted windshield, driver and front passenger side
- Cruise control
- Floor mats front and rear
- Driver information center
- Sun visors with dual illuminated mirrors
- Auto dimming rearview mirror
- Delete Sirius Radio and OnStar

13.4.7 Exterior Options

- Painted rear bumper
- Standard exterior trim
- Front & rear license plate brackets
- Daytime running lights
- Auto Headlamps
- Power Mirrors heated with integrated blind spot mirror
- Rear window defogger

13.4.8 Color

- Solid Paint – Olympic white
- Interior Color – Light Titanium Cloth

13.4.9 Rust-proofing

- Standard Factory 6 year – 100,000 mile warranty

13.4.10 Complimentary Service

- Commitment Plus
- Full tank of gas at delivery
- Free 5,000 mile inspection with lube and oil change including free pickup and return

13.4.11 Dealer Installed Options or Special Equipment

- 13.4.11.1 All weather floor mats in addition to standard floor mats.

ARTICLE 14. TIME OF COMPLETION/MATERIAL DELIVERY

- 14.1 Delivery of materials shall be within 3 months from the receipt of a purchase order and delivered to the offices of the Kent County Water Authority without additional cost.
- 14.1.2 Bidders shall clearly indicate on the bid package anticipated time of delivery of all the vehicles. No extra charges will be allowed for single or partial shipment or services.
- 14.2 All defective material shall be replaced with new material within seven days of notification. Determination of Defective Material shall be made by representatives of KCWA and the decision shall be final.
- 14.3 All material to be purchased shall be factory new and shipped directly from the factory or local dealer.

ARTICLE 15. GUARANTEE

- 15.1 The bidder shall guarantee and warranty all materials bumper to bumper for a period of three (3) years or 36,000 miles from the date of delivery to be free from all defects and/or faulty material and shall promptly make all repairs and replacements of defective material without charge. Power train shall be for a period of 5 years or 100,000 miles. Outer body Rust-proofing furnished for a period of 6 years, 100,000 miles. The bidder further warrants that all material is in full conformance with the Material Purchase Documents

ARTICLE 16. QUANTITIES

- 16.1 The quantities listed on the bid form are estimated for bidding purposes only. The actual Purchase Order will contain actual quantities to be ordered. Kent County Water Authority reserves the right to purchase additional materials over and above the estimated listed quantities and or less than the listed quantities on the bid forms at the prices bid. An increase or decrease in quantity for any item shall not be regarded as grounds for an increase or decrease in bid price.

ARTICLE 17. TRADE IN

- 17.1 Kent County Water Authority, will trade the following vehicles as is at the time of delivery of new vehicles in conjunction with this bid purchase:
- Truck #1 2001 GMC Jimmy, SUV 4WD
 - Truck # 4 2000 GMC Savanna Van – less bins
 - Truck #11 2002 GMC Sierra Pickup 2 WD
 - Truck #14 2002 GMC Sierra Pickup 2500 4WD with plow

- Truck #19 2001 GMC Sierra Pickup 2500 4WD

17.1.1 Dealer shall remove all Kent County Water Authority identification decals, logos and numbering prior to removing the trade in vehicles from the Kent county Water Authority facilities. The dealer is responsible for all costs associated with the decal removal.

Robert B. Boyer
Chairman
Kent County Water Authority

BID FORM TO
KENT COUNTY WATER AUTHORITY
MATERIAL PURCHASE ONLY
VEHICLE PURCHASE

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that he has carefully examined all the Material Purchase Documents and that he has informed himself fully in regard to all conditions pertaining to the Work and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Material Purchase Documents of which this Bid Form is a part.

The undersigned hereby agrees to all items listed in the instructions to bidders and technical specifications and will provide all material as accepted by the KCWA in the Purchase Order to be provided to the lowest respective bidders.

The undersigned acknowledges receipt of addenda numbered:

In accordance with the above understanding, the undersigned proposes to furnish all materials, in its entirety in the manner and under the conditions required at the prices listed as follows:

Bidder shall list the total mileage from Kent County Water Authority facility to dealership
72.96 miles.

Bidder shall indicate whether free pick-up and return delivery service is available for maintenance at bidders cost for full 3-year warrantee period xxx
(YES) (NO)

Bidder shall list whether dealership has full service options for all warrantee work below.

BALISE CHEVROLET OF WARWICK

1338 POST ROAD

WARWICK, RI 02888 DISTANCE:5.3 Miles

(List What Is Available)

KENT COUNTY WATER AUTHORITY
MATERIAL PURCHASE ONLY
 VEHICLE PURCHASE

Item No.	Estimated Quantity	Size & Description	Unit Bid Price Amount	Total
1)	3 ea.	Model year 2012 GMC Sierra 1500 Regular Cab Pickup or equal, 2 wheel drive 8 Foot bed with all options, including dealer installed equipment and appurtenances.	\$20199	\$60597

Twenty Thousand One Hundred and Ninety Nine Dollars

Unit Bid Price in Words

"OR EQUAL"

List on the line below or separate sheet, the type model number and manufacture of the "or equal" Pickup truck being provided (Article 12 applies and cross referenced listing of each item to be attached and made part of this bid.)

2012 Chevrolet Silverado 1500 2WD Regular Cab

Item No.	Estimated Quantity	Size & Description	Unit Bid Price Amount	Total
2)	1 ea.	Model year 2012 – GMC Sierra 2500 HD Regular Cab Pickup or equal, 4 wheel drive 8 Foot bed with fisher 8 foot Heavy Duty plow all options, including dealer installed equipment and appurtenances.	\$29889	\$29889

Twenty Nine Thousand Eight Hundred and Eighty Nine Dollars

Unit Bid Price in Words

"OR EQUAL"

List on the line below or separate sheet, the type model number and manufacture of the "or equal" 4 wheel drive Pickup truck with plow being provided (Article 12 applies and cross referenced listing of each item to be attached and made part of this bid.)

2012 Chevrolet Silverado 2500 4WD Regular Cab Pick Up

Item No.	Estimated Quantity	Size & Description	Unit Bid Price Amount	Total
3)	1 ea.	Model year 2012 – GMC Terrain Compact SUV or equal, all wheel drive all options, including dealer installed equipment and appurtenances.	<u>\$24669</u>	<u>\$24669</u>

Twenty Four Thousand Six Hundred and Sixty Nine Dollars

Unit Bid Price in Words

"OR EQUAL"

List on the line below or separate sheet, the type model number and manufacture of the "or equal" Pickup truck being provided (Article 12 applies and cross referenced listing of each item to be attached and made part of this bid.)

2012 Chevrolet Equinox AWD 4DR LS

Item No.	Estimated Quantity	Size & Description	Unit Bid Price Amount	Total
4)	1 ea.	Model year 2012 – GMC G2500 Savanna Cargo Van, 2 wheel drive or equal, all options, including dealer installed equipment and appurtenances.	<u>\$23409</u>	<u>\$23409</u>

Twenty Three Thousand Four Hundred and Nine Dollars

Unit Bid Price in Words

"OR EQUAL"

List on the line below or separate sheet, the type model number and manufacture of the "or equal" Pickup truck being provided (Article 12 applies and cross referenced listing of each item to be attached and made part of this bid.)

Total Bid Items 1 thru 5,

\$ 138,564.00

One Hundred Thirty Eight Thousand Five Hundred Sixty Four Dollars

Total Bid Items 1 thru 5, In Words

Trade In

1. Truck #1 2001 GMC Jimmy SUV, 4WD

\$ 4000

Four Thousand Dollars

Trade In Price In Words

2. Truck #4 2000 GMC Savanna Van, 2WD, less maintenance equipment and bins.

\$ 2200

Two Thousand and Two Hundred Dollars

Trade In Price In Words

3. Truck #11 2002 GMC Sierra Pickup, 2WD, less maintenance equipment.

\$ 3200

Three Thousand and Two Hundred Dollars

Trade In Price In Words

4. Truck #14 2002 GMC Sierra Pickup 4WD with plow, less maintenance equipment.

\$ 6500

Six Thousand and Five Hundred Dollars

Trade In Price In Words

5. Truck #19 2001 GMC Sierra Pickup 4WD, less maintenance equipment.

\$5000

Five Thousand Dollars

Trade In Price In Words

Total Trade In Price items 1-5

\$ 20,900

Twenty Thousand and Nine Hundred Dollars

Total Trade In Price Items 1-5 In Words

Bidder shall indicate number of days to delivery of new Vehicles, from date of purchase order.

75 - 90 Days

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor for delivery and where applicable unloading of materials, materials, overhead, profit, insurance and incidentals required to provide all materials to Kent County Water Authority facilities.

The names and residences of all persons and parties interested in the foregoing Bid and principals are as follows:

(Give first and last names in full.) In the case of a corporation, or partnership, see Article 6 of the Instructions to Bidders.

John Knopf - President

90 Bay State Road

Wakefield, Ma 01880

Notice of acceptance should be mailed, telegraphed, or delivered to the undersigned Bidder at the following address:

(SEAL)

Liberty Chevrolet, Inc.

(Name)

By: 

(Signature)

State of Incorporation:

Massachusetts

BY: President

(Title)

90 Bay State Road

(Business Address)

Wakefield, Ma 01880

(City and State)

Date: October 25, 2011

Note: If the Bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

EXHIBIT C

Kent County Water Board Meeting

November 17, 2011



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation
ENGINEERING DIVISION
Two Capitol Hill, Rm. 226
Providence, RI 02903-1124
PHONE 401-222-2023
FAX 401-222-3006; TDD 401-222-4971



October 11, 2011

Mr. Timothy Brown, P.E.
General Manager/Chief Engineer
1072 Main Street
West Warwick, RI 02893

Re: Replacement of Natick Bridge No. 383
East Avenue over the Pawtuxet River
West Warwick & Warwick, R.I.
RIFAP No. BHO-BCDR (010), PE; BRO-0383 (002), 3RD PRTY (212),
Construction
RIC No. 2001-EB-003, PE; 2011-CB-096, Construction
Construction & Maintenance Agreement

Dear Mr. Brown,

We enclose for signature two copies of the Construction & Maintenance Agreement for the above referenced project.

After signature please return one copy of the agreement to this office. If a purchase order is required for the work it will be sent under a separate cover.

If you have any questions call me at 401.222.2023 extension 4047.

Very truly yours,

Philip M. Kaczorowski
Utility Engineer

CC: File

**REPLACEMENT OF NATICK BRIDGE No. 383
EAST AVENUE OVER THE PAWTUXET RIVER
WEST WARWICK & WARWICK, RHODE ISLAND
RIFAP No. BHO-BCDR (010), PE; BRO-0383 (002), 3RD PRTY (212), CONSTRUCTION
RIC No. 2001-EB-003, PE; 2011-CB-096, CONSTRUCTION**

**CONSTRUCTION AND MAINTENANCE AGREEMENT/NON-PARTICIPATING
STATE HIGHWAY/MUNICIPAL FACILITIES**

**by and between the
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
and
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 Municipality).

Whereas, the State is planning the above-referenced Project in West Warwick and Warwick, Rhode Island, and

Whereas, the Municipality is planning to install, operate, and maintain certain facilities shown on the plans for the Project (hereinafter called the Facilities), and

Whereas, in conjunction with its construction of the above-referenced Project, the State has agreed to administer the construction of the Facilities through its contractor for the benefit of the Municipality and at the cost of the Municipality, and

Whereas, to assure the State of its reimbursement, Purchase Order No. _____ has been established by the Municipality in favor of the State in accordance with this Agreement, and

Whereas, the State and the Municipality agree that the construction of said Facilities must be closely and dependably integrated with said Project during the various phases of operation both preparatory and permanent, for the best interest of traffic movement and control and for public convenience.

Now, therefore, the State and the Municipality hereby agree as follows;

SECTION I – GENERAL PROVISIONS

1. This Agreement shall be governed by the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
2. The Municipality will allow the State to enter onto its property for purposes of constructing the Project and improvements.

SECTION II – DIVISION OF WORK

1. All necessary labor, materials, equipment and other services shall be furnished by the State's contractor for the Municipality in accordance with Part 645 – Utilities, Subpart A – Utility Relocations, Adjustments and Reimbursements of the Federal-Aid Policy Guide (FAPG) of the United States Department of Transportation, Federal Highway Administration, and the work shall be done by the State's contractor awarded the Project.
2. During and after the construction of the Facilities, the work by the State's contractor will be undertaken with normal safety precautions.
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 Municipality in order to expedite the progress of the installation and adjustments of the Facilities.
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 – Utilities, Subpart A of the Federal Highway Administration, as amended and supplemented, which is hereby made a part of this Agreement by reference. All work performed in reference to the Facilities shall conform to the State's Standard Specifications and Procedures as referenced in the Contract Documents entitled "State of Rhode Island and Providence Plantations, Department of Transportation, Rhode Island Contract No. 2001-EB-011, PE" and all addenda thereto and "Distribution of Quantities" document provided therewith which are hereby made a part of this Agreement by reference.
5. The Municipality will cooperate with the State's Resident Engineer and contractor to expedite the Project.

SECTION III – EXTRA WORK

1. Any extra work must be approved in writing by the Municipality's Treasurer prior to commencement by the State's contractor. Extra work is defined as extra costs exceeding ten percent of the original estimate and/or for any reason including the following causes:
 - (a) Differing site conditions.
 - (b) Alteration in the plans or details, additions to, reductions in or elimination of an existing item of work contained in the proposal;
 - (c) Extra or unforeseen work for which there is no item of work in the Proposal;
 - (d) Suspension of the work for any reason;
 - (e) Significant changes in the character of the work.
2. The State will give prior written notice of any contemplated extra work in the form of a Report of Change to the Municipality's Treasurer of any contemplated work, and the Municipality's Treasurer will have two days from the date of receipt of such notice to mail written approval or disapproval of the proposed work to the State and to increase the value of the Purchase Order.

SECTION IV – DIVISION OF EXPENSE

1. In reference to work undertaken under this Agreement, payment will be made by the Municipality to the State from the Purchase Order No. and from any other revenue available to the Municipality, if required. The contractor will be paid initially by the State, and the State will be reimbursed by the Municipality within 30 days of submission by the State of its contractor's invoices.
2. Failure to remit payment when due may cause the State to delete any or all items of work as set forth in this Agreement.
3. The Municipality will indemnify the State for any claims resulting from a work stoppage due to the delay in the Municipality obtaining approvals and/or payment for extra work.
4. Purchase Order No. is predicated on a cost estimate for the installation of the Facilities. The Municipality agrees to pay the State the actual cost of construction

based on the contractor's bid prices, including additional cost associated with extra work as discussed in Section III.

5. An estimate of the proposed work in the amount of \$64,400.00 which includes engineering and contingences is attached. If the estimated cost is less than the actual bid price, the Municipality will increase the value of the Purchase Order.

SECTION V – FUTURE MAINTENANCE

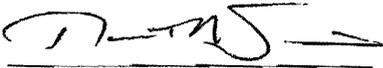
1. Upon completion of the construction of the Facilities, the Municipality will thereafter own and maintain said Facilities as constructed, at its own cost, with the restriction that maintenance thereof shall be done in a manner not detrimental to the highway or its uses. Sufficient traffic control, at the Municipality's expense, must be provided in accordance with the requirements of the Manual of Uniform Traffic Control Devices, including all latest revisions.

SECTION VI – SPECIAL PROVISIONS

1. The Municipality shall indemnify and hold harmless from any and all injury or damage to persons or property arising out of the performance by the Municipality or persons engaged by the Municipality necessary to complete the adjustments of the Municipality's Facilities and shall carry insurance to that end.
2. The Town Manager will take all necessary steps to receive authority from the Town Council to enter into and execute this Agreement, including but not limited to submission of this Agreement to the Town Council for ratification and submission of proof of such authority to the State prior to the awarding of the construction contract.

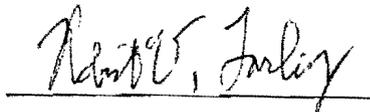
In witness whereof, the State and the Municipality have caused this Agreement to be executed by their duly authorized officials as of the 17th day of November, 2011..

Recommended for Approval:

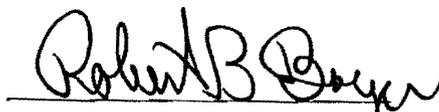


~~Tom~~ Chief Engineer
Department of Transportation

Recommended for Approval:



Chief Financial Officer
Department of Transportation



Name: Robert B Boyer
Title: Chairman

Approved as to form:



Executive Counsel
Department of Transportation

Approved:



Director
Department of Transportation

Examined and Approved:

NA

Division Administrator
U.S. Department of Transportation
Federal Highway Administration

2011-CB-076

DATE: 15-Sep-11
 ENGINEER: Bertrand
 PROJECT: Replacement of Natick Bridge No. 383, Warwick

FUND	APPROPRIATION CODE	ACCOUNT NO(S)	FEDERAL %	TOTAL	FEDERAL	STATE	LOCAL MATCH	NON-FEDERALLY FUNDED	THIRD PARTY REIMBURSEMENT
BRO-0383(002)	HY20/LY20/L1CE	1270.39001102 (Federal) 1270.38881019 (State)	80%	10,886,118.79	8,708,096.03	2,177,023.76			
3RD-PRTY(242)		12.070.3908105.03	0%	64,400.00					64,400.00
TOTAL				10,950,518.79	8,708,096.03	2,177,023.76			64,400.00

**The use of Soft Match allows an otherwise 80/20 or 90/10 project to be funded at 100% federal.
 If you see Soft Match being used on a project, treat it as a 100% Federally Funded Project.

Kent County Water Authority
 Betterment

NATICK BRIDGE NO. 383

		16 Inch Water Line		
		Quantity	Unit Price	Total
701.5210	10 INCH DUTILE IRON WATER PIPE CLASS 52, RESTRAINED JOINT	24	\$ 100	\$ 2,400
701.5216	16 INCH DUTILE IRON WATER PIPE CLASS 52, RESTRAINED JOINT	135	\$ 150	\$ 20,250
701.8100	FURNISH AND INSTALL DUCTILE IRON FITTINGS	4210	\$ 5	\$ 21,050
701.9001	CONDUCT LEAKAGE TEST	1	\$ 1,000	\$ 1,000
701.9002	STERILIZATION OF WATER MAINS	1	\$ 3,000	\$ 3,000
701.9902	16" FACTORY PRE-INSULATED WATER PIPE	217	\$ 250	\$ 54,250
701.9903	10X10 TAPPING SLEEVE AND TAPPING VALVE WITH GATE BOX	1	\$ 5,000	\$ 5,000
701.9904	2 INCH BLOW OFF ASSEMBLY	2	\$ 1,000	\$ 2,000
701.9906	AIR RELEASE VALVE	1	\$ 1,500	\$ 1,500
701.9907	16 INCH BUTTERFLY VALVE AND BOX	1	\$ 3,200	\$ 3,200
	BRIDGE	1	\$ 1,000	\$ 1,000
				\$ 114,650

		10 Inch Water Line		
		Quantity	Unit Price	Total
701.5210	10 INCH DUTILE IRON WATER PIPE CLASS 52, RESTRAINED JOINT	159	\$ 100	\$ 15,900
701.8100	FURNISH AND INSTALL DUCTILE IRON FITTINGS	800	\$ 5	\$ 4,000
701.9001	CONDUCT LEAKAGE TEST	1	\$ 1,000	\$ 1,000
701.9002	STERILIZATION OF WATER MAINS	1	\$ 3,000	\$ 3,000
701.9902	10" FACTORY PRE-INSULATED WATER PIPE	217	\$ 100	\$ 21,700
701.9903	10X10 TAPPING SLEEVE AND TAPPING VALVE WITH GATE BOX	1	\$ 5,000	\$ 5,000
701.9904	2 INCH BLOW OFF ASSEMBLY	2	\$ 1,000	\$ 2,000
701.9906	AIR RELEASE VALVE	1	\$ 1,500	\$ 1,500
701.9907	10 INCH VALVE AND BOX	1	\$ 1,500	\$ 1,500
701.9908	10 INCH COUPLING	3	\$ 1,000	\$ 3,000
				\$ 58,600

Different = \$ 56,050

SAY \$ 56,000

EXHIBIT D

Kent County Water Board Meeting

November 17, 2011

PLANNING DOCUMENT \$25,000/YEAR ALLOCATION	
PROJECT	STATUS
Water Supply System Management Plan WSSMP	Approved
Hunt River Interim Management & Action Plan	Removed
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	Construction
Mishnock Transmission Mains CIP - 1B	Design Review, Funding will be critical to plant operation
Mishnock Treatment Plant CIP - 1C	Construction
East Greenwich Well Treatment Plant - CIP-2	Preliminary Design Report Completed
Clinton Avenue Pump Station Rehabilitation CIP - 7A	Completed
Read School House Road Tank CIP - 7B	Natgun Closeout
Read School House Road Main CIP 7c, 7d, 8a	Closeout, Board Discussion
IFR FUNDED PROJECTS	
PROJECT	STATUS
IFR 2005	Completed C. O. # 1 Asphalt Adjustment
IFR 2006 A	Closed out, Paying Issue West Warwick, Need Resolution
IFR 2006 B / IFR 2007	Closed Out
IFR 2009 A	2009 A - Closed Out
2009 B	2009 B, Construction Status
IFR 2010	Design Separation 2010A, 2010B
Prospect Street	Completed
PWSB 78' / Johnson Blvd. P.S. Modification	Completed
Greenwich Avenue Replacement	Completed
Hydraulic Tank Evaluation	Completed
Quaker P. S. Design	Design Restarted
Tech Park Tank Recoating	Status - Action Required
Tiogue Tank Re-Service	Completed
Hydrant Painting	Winter Shutdown
SCADA Upgrade	Current equipment will not be supported for repair