

EXHIBIT E

Kent County Water Board Meeting

February 16, 2012

**KENT COUNTY WATER AUTHORITY
EMPLOYEE HANDBOOK**

| *Approved February 16, 2012 ~~December 15, 2011~~*

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

"E"

ABSENCE FROM WORK

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

AFFIRMATIVE ACTION

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

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

BENEFITS

Health & Dental Insurance

Active Employees:

The Kent County Water Authority shall provide all full time employees and their families' coverage comparable to the following health insurance plan with payment co-share

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

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

- Delta Dental of RI – Plan II

Retirees

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

Disabled Employees

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

retirement age may also purchase from the Authority family coverage by paying to the Authority the difference in cost between an Individual Plan and a Family Plan. Such payments are to be made one month in advance no later than the 10th of the previous month.

Definition of Total and Permanent Disability

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

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

Term Life Insurance

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

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

Workers’ Compensation

Workers’ Compensation insurance shall be provided to all employees.

Defined Benefit Pension

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

Deferred Compensation Plan

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

Long Term Disability Insurance

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

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

Non-exempt Employees Temporary Disability Payment Plan

~~In addition each Non-exempt~~ employee will be provided a supplemental payment plan for the balance between full time pay (based on 40 hours per week) and a temporary disability illness. The differential shall be provided for a 6 month calendar period per illness per calendar year. Differential payment will be based on the actual remuneration from the State of Rhode Island TDI Program. Non-exempt employees shall provide to payroll written verification in the form of a stub or detailed statement of the amount received from the State of Rhode Island TDI program as a condition to receiving the supplement payments. Further, all payments of the supplemental pay plan are subject to all taxes and deductions of the Authority's payroll system. No further consideration will occur after the 6 month calendar period limitation per year. As a further condition to receipt of supplemental payments, employees shall be required to provide a report from a licensed physician, psychiatrist, or other healthcare provider, which shall include diagnosis, course of treatment, prognosis, the non-exempt employee's ability to work, and, whenever possible, projected timeline for the non-exempt employee's return to work. Upon return to work, or completion of 6 months, the non-exempt employee is required to provide a Claimant Payment History from the State of Rhode Island TDI program as proof of payments received.

Non-exempt Employees Workers' Compensation Payment Plan

Non-exempt employee will be provided a supplemental payment plan for the balance between full time pay (based on 40 hours per week) and a workers' compensation work related injury. The differential shall be provided for 12 weeks per injury per calendar year. Differential payment will be based on the actual remuneration from the Authority's workers' compensation insurance carrier. Non-exempt employees shall provide to payroll written verification in the form of a stub or detailed statement of the amount received from the Authority's workers' compensation insurance carrier as a condition to receiving the supplemental payments. Further, all payments of the supplemental pay plan are subject to all taxes and deductions of the Authority's payroll system. No further consideration will occur after the 12 weeks per calendar period limitation per year. As a further condition to receipt of supplemental payments, employees shall be required to provide a report from a licensed physician, psychiatrist, or other healthcare provider, which shall include diagnosis, course of treatment, prognosis, the non-exempt employee's ability to work, and, whenever possible, projected timeline for the non-exempt employee's return to work. Upon return to work or completion of 12 weeks on Workers' Compensation, the non-exempt employee is required to provide a payment history from the Authority's Workers' Compensation insurance carrier as proof of payments received.

Exempt Employees Temporary Disability Payment Plan

Exempt employees will be provided with full payment (based on 40 hours per week) for any temporary disability illness. The payment will be provided for a 6 month calendar period per illness per calendar year. Payment will be based on the actual days that the State of Rhode

Island TDI Program provides remuneration for exempt employees. Exempt employees shall provide to payroll written verification in the form of a stub or detailed statement of the amount received from the State of Rhode Island TDI program as a condition to receiving the payments. Further, all payments are subject to all taxes and deductions of the Authority's payroll system. No further consideration will occur after the 6 month calendar period limitation per year. As a further condition to receipt of payments, exempt employees shall be required to provide a report from a licensed physician, psychiatrist, or other healthcare provider, which shall include diagnosis, course of treatment, prognosis, the exempt employee's ability to work, and, whenever possible, projected timeline for the exempt employee's return to work. Upon return to work, or completion of 6 months, the exempt employee is required to provide a Claimant Payment History from the State of Rhode Island TDI program as proof of payments received.

Exempt Employees Workers' Compensation Payment Plan

Exempt employees will be provided with full payment (based on 40 hours per week) for any workers' compensation work related injury. The payment will be provided for 12 weeks per injury per calendar year. Payment will be based on the actual days that the Authority's workers' compensation insurance carrier provides remuneration for exempt employees. Exempt employees shall provide to payroll written verification in the form of a stub or detailed statement of the amount received from the Authority's workers' compensation insurance carrier as a condition to receiving the payments. Further, all payments are subject to all taxes and deductions of the Authority's payroll system. No further consideration will occur after the 12 week calendar period limitation per year. As a further condition to receipt of payments, exempt employees shall be required to provide a report from a licensed physician, psychiatrist, or other healthcare provider, which shall include diagnosis, course of treatment, prognosis, the exempt employee's ability to work, and, whenever possible, projected timeline for the exempt employee's return to work. Upon return to work or completion of 12 weeks on Workers' Compensation, the exempt employee is required to provide a payment history from the Authority's Workers' Compensation insurance carrier as proof of payments received.

These non-exempt supplemental payment plans and exempt payment plans becomes effective July 1st of 2011.

BREAKS

Employees are entitled to breaks as follows:

Lunch periods:

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

- Night field employees – thirty minutes to fit schedule

Management must approve variations to the above.

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

BULLETIN BOARDS

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

CERTIFICATION REQUIREMENTS

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

CHANGE OF ADDRESS

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

CLASSIFICATIONS OF EMPLOYMENT

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

Full-time Employees

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

Probationary Employees

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

Hourly Office Employees

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

Salaried Employees

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

Hourly Field Employees

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

Hourly Night Employees

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

Temporary Employees

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

Exempt Employees

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

Non-exempt Employees

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

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

CODE OF CONDUCT

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

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

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

- Theft or inappropriate removal or possession of Kent County Water Authority property
- Falsification of timekeeping records
- Working under the influence of alcohol and illegal drugs

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

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

CONFLICTS OF INTEREST

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

DEATH IN FAMILY

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

EMPLOYEES' ASSISTANCE PROGRAM

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

HARASSMENT

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

Definition of Sexual Harassment:

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

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

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

Complaints or Harassment:

Any employee who believes he/she has been subjected to sexual or other unlawful harassment by any person engaged in Kent County Water Authority related work is urged to report the matter promptly to either his/her supervisor or to the General Manager. All Kent County Water Authority supervisors and the General Manager are available in person and via telephone at Kent County Water Authority. The Kent County Water Authority telephone number is (401) 821-9300. The complaint may be either verbal or written, but the Kent County Water Authority may ask that the complaint be put in writing before an investigation is completed.

Harassment Investigation:

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

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

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

Disciplinary Action/Range of Consequences:

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

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

No Retaliation:

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

State and Federal Remedies:

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

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

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

HOLIDAYS

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

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

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

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

INJURIES AND ACCIDENTS

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

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

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

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

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

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

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

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

1. The use of eye and face protection is required where there is a danger from flying objects or particles such as when grinding, chipping, welding, etc.
2. The use of ear protection is required when operating all loud, repetitive and noisy equipment.
3. All tools are to be kept in safe working condition. The use of defective tools or equipment is prohibited.
4. The operation of any machinery without all guards and safety devices in place and in proper operating condition is prohibited.
5. Only authorized personnel may operate machinery.
6. All tools and equipment must be stored and cared for properly. Tools must be picked up and not left where others might walk, and care must be taken at points of egress or ingress around excavations and near doorways.
7. Horseplay is prohibited.
8. The use or possession of intoxicating beverages or controlled substances is strictly prohibited pursuant to the Substance Abuse Policy.
9. Back belts are made available to employees and should be used for lifting or at other times when back support is needed.
10. Seat belts and shoulder belts in vehicles must be worn at all times while operating vehicles of the Authority.

FIRE ARMS POLICY

No Firearms shall be allowed on any property owned by Kent County Water Authority by any person other than a duly appointed governmental law enforcement officer who is on duty. Any person who violates this policy shall be removed from the premises immediately and will be subject to prosecution for any criminal offenses in violation of Rhode Island General Laws, 1956 as Amended, in connection with the possession of firearms on property owned by Kent County Water Authority.

JOB POSTING AND FILLING

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

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

JURY DUTY

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

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

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

MATERNITY LEAVE

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

MILITARY LEAVE

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

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

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

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

OFF DUTY HOURS

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

OTHER POLICIES

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

OTHER LAWS AND REQUIREMENTS

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

OVERTIME

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

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

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

PAY DAY

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

PERSONAL TIME

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

PROBATIONARY EMPLOYEES

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

SAFETY

See Injuries and Accidents.

SICK LEAVE

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

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

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

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

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

SPECIAL WORK HOURS

Duty Supervisors – Weekend Duty Supervisors go on duty 4:00 p.m. on Friday, duty ends Monday morning at beginning of the day shift, 7:30 a.m.

Duty Supervisors – Holiday Duty If a Holiday is on Monday, supervisors on duty will take over at 7:30 a.m. on that day and duty will end at 7:30 a.m. the following day. If a Holiday comes on a weekday other than Monday, the duty supervisor will take over at 4:00 p.m. the day before the Holiday and duty will end at 7:30 a.m. of the day after the Holiday.

Night Employees – Regular Duty Night (shift employees) will be assigned shifts on a staggering schedule beginning at 4:00 p.m. to 6:00 a.m. the next morning and on days of the week or weekend to accommodate proper utility coverage.

Night Employees – Holiday Duty Night (shift employees) will be assigned Holiday shift duty on a staggered schedule beginning at a time set by the Holiday supervisor – Holiday schedules will be prepared yearly in January with assignments.

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

SUBSTANCE ABUSE POLICY

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

While on the Kent County Water Authority premises and while conducting business-related activities off the Kent County Water Authority premises, no employee may use, possess, distribute, sell, and/or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

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

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

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

TELEPHONE & ELECTRONIC USAGE

The use of company telephones or electronic equipment is for business purposes only. Any personal usage shall be of an emergency or non-routine nature. The use of personal cell phones during the work day is prohibited except during established breaks. Violations of this policy may lead to discipline being imposed.

UNIFORMS

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

VACATIONS

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

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

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

- Full time employees after two years of continuous service:

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

- Full time employees after fifteen years of continuous service:

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

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

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

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

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

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

EXHIBIT F

Kent County Water Board Meeting

February 16, 2012



January 30, 2012

Mr. Timothy J. Brown, P.E.
General Manager/Chief Engineer
Kent County Water Authority
PO Box 192
1072 Main Street
West Warwick, RI 02893-0192

Re: Kent County Water Authority Health and Welfare Plan GASB Reporting and Disclosure

Dear Tim,

As you requested, this letter will serve as our proposal to perform all actuarial and administrative services related to the new GASB 43 and 45 regulations for your Health and Welfare plan. Under the new regulations the Plan will need to have an actuary calculate costs and liabilities under a standard set of prescribed assumptions. Since the Plan has less than 300 employees a full valuation must be completed every three years. In the interim, a modified valuation is allowed for purposes of preparing the GASB reports.

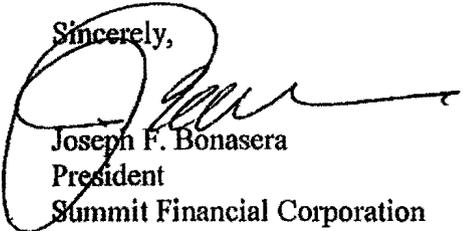
Summit will prepare these valuations and GASB reports each year on a signature ready basis. We will also coordinate and consult with your accounting firm for any changes they may want to see in the funding assumptions.

The fee for performing this service is \$4000.00 in the years a full valuation is required (every three years, except if benefits are substantially changed) and \$2000.00 is the modified reporting years (two out of the three years).

If you have any questions regarding the proposal please feel free to call me.

Thanks for the opportunity to be of service.

Sincerely,


Joseph F. Bonasera
President
Summit Financial Corporation

1
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F

| COPY SENT TO | |
|--------------|--------|
| DATE | 2/1/12 |
| BY | |
| NO. | |
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Proposal For Kent County Water Authority
Actuarial And Administration Services
Summit Financial Corporation Proposed Fees

| | |
|--|-----------------|
| 2012 Actuarial Valuation and Employee Statements: | \$ 4,000 |
| 2013 Update | \$ 2,000 |
| 2014 Update | \$ 2,000 |
| Annual Participant Fee: | N/A |
| 5500 Filing | N/A |
| FASB Fee: | N/A |
| PBGC Filing Fee: | N/A |
| Plan Document Fee (one-time) | N/A |

Fees are guaranteed for 3 years.

EXHIBIT G

Kent County Water Board Meeting

February 16, 2012



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

February 1, 2012

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

| COPY SENT TO | |
|-----------------|--------|
| BIDDING MEMBERS | 2/2/12 |
| CLIENT | |
| LEGAL COUNSEL | |
| | |
| | |
| | |
| | |

Re: KCWA 2010A Infrastructure Improvements in the City of Warwick and the Town of West Warwick, RI

Dear Mr. Brown:

On Tuesday (January 31, 2012) at 10:00 A.M., bids were received by the Kent County Water Authority and were opened and read for the **KCWA 2010A Infrastructure Improvements**. The following general contractors submitted a sealed bid:

| | COMPANY | TOTAL BID |
|---|--|----------------|
| 1 | Boyle & Fogarty Construction Co., Inc. | \$3,887,826.00 |
| 2 | Parkside Utility Construction Corp. | \$3,986,075.00 |
| 3 | Rosciti Construction Co., LLC | \$4,209,140.00 |

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

- A. **General Review of the Bidders:** We reviewed the bids submitted by the contractors to determine if they had provided all documentation required by the contract documents. Our evaluation indicated that the contractors complied with all requirements. A mathematical check of the bids was conducted. There was a \$6,000 mathematical error in Rosciti Construction Co.'s bid (bid tabulation enclosed).
- B. **Boyle & Fogarty Construction Co., Inc.'s Capability to Carry Out this Project:** Boyle & Fogarty Construction Co., Inc. completed the Prospect Street Water Line Replacement Project to the satisfaction of KCWA. Boyle & Fogarty Construction Co., Inc. is also the Contractor on the KCWA 2009B Infrastructure Improvements Project and the work performed has been performed to the satisfaction of the KCWA.

" G "



Mr. Timothy J. Brown, P.E.
General Manager/Chief Engineer
Kent County Water Authority

February 1, 2012

Page 2

In conclusion, based on the above, we have determined that Boyle & Fogarty Construction Co., Inc. submitted the lowest most responsible and responsible bid. It is, therefore, JGA's recommendation that the Kent County Water Authority award the contract for the **2010A Infrastructure Improvements Project** in the sum of **Three Million Eight Hundred Eighty Seven Thousand Eight Hundred Twenty Six and No/100 Dollars (\$3,887,826.00)** to Boyle & Fogarty Construction Co., Inc.

If you have any questions, please call.

Very truly yours,

JAMES J. GEREMIA & ASSOCIATES, INC.

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

Richard M. Hencler, P.E.
Project Manager

Enclosure

KCWA - 2010A INFRASTRUCTURE IMPROVEMENTS
BID RESULTS
JANUARY 31, 2012

| ITEM NO. | ITEM | UNIT | ESTIMATED QUANTITY | UNIT COST | COST | BOYLE & FOGARTY | | PARKSIDE | | ROSCITI | |
|----------|--|------|--------------------|-------------|-----------------|-----------------|-----------------|-------------|---------------|-------------|-----------------|
| | | | | | | UNIT COST | COST | UNIT COST | COST | UNIT COST | COST |
| 1 | Exc. & Refill Mat'l Below Normal Grade | CY | 1,000 | \$ 20.00 | \$ 20,000.00 | \$ 0.10 | \$ 100.00 | \$ 1.00 | \$ 1,000.00 | \$ 0.01 | \$ 10.00 |
| 2 | Earth Excavation & Refill for Test Pits | CY | 1,500 | \$ 40.00 | \$ 60,000.00 | \$ 40.00 | \$ 60,000.00 | \$ 40.00 | \$ 60,000.00 | \$ 40.00 | \$ 60,000.00 |
| 3 | Borrow Gravel | CY | 7,600 | \$ 15.00 | \$ 114,000.00 | \$ 0.01 | \$ 76.00 | \$ 16.00 | \$ 121,600.00 | \$ 0.01 | \$ 76.00 |
| 4 | Excavation & Removal of Boulders | CY | 1,300 | \$ 50.00 | \$ 65,000.00 | \$ 20.00 | \$ 26,000.00 | \$ 50.00 | \$ 65,000.00 | \$ 0.01 | \$ 13.00 |
| 5 | Rock Excavation (mechanical) | CY | 1,500 | \$ 250.00 | \$ 375,000.00 | \$ 250.00 | \$ 375,000.00 | \$ 250.00 | \$ 375,000.00 | \$ 250.00 | \$ 375,000.00 |
| 6 | Silt Fencing | LF | 6,000 | \$ 5.00 | \$ 30,000.00 | \$ 2.00 | \$ 12,000.00 | \$ 4.00 | \$ 24,000.00 | \$ 6.00 | \$ 36,000.00 |
| 7 | Hay Bales Around Catch Basins | LF | 200 | \$ 7.00 | \$ 1,400.00 | \$ 3.00 | \$ 600.00 | \$ 6.00 | \$ 1,200.00 | \$ 2.00 | \$ 400.00 |
| 8 | Calcium Chloride for Dust Control | LBS | 4,000 | \$ 0.40 | \$ 1,600.00 | \$ 0.30 | \$ 1,200.00 | \$ 0.25 | \$ 1,000.00 | \$ 0.01 | \$ 40.00 |
| 9 | 16" D.I. Water Main | LF | 7,900 | \$ 140.00 | \$ 1,106,000.00 | \$ 142.00 | \$ 1,121,800.00 | \$ 117.00 | \$ 924,300.00 | \$ 170.00 | \$ 1,343,000.00 |
| 10 | 16" D.I. Water Main w/insulation | LF | 40 | \$ 250.00 | \$ 10,000.00 | \$ 220.00 | \$ 8,800.00 | \$ 125.00 | \$ 5,000.00 | \$ 180.00 | \$ 7,200.00 |
| 11 | 12" D.I. Water Main | LF | 500 | \$ 95.00 | \$ 47,500.00 | \$ 120.00 | \$ 60,000.00 | \$ 105.00 | \$ 52,500.00 | \$ 240.00 | \$ 120,000.00 |
| 12 | 12" D.I. Water Main w/insulation | LF | 30 | \$ 130.00 | \$ 3,900.00 | \$ 150.00 | \$ 4,500.00 | \$ 110.00 | \$ 3,300.00 | \$ 120.00 | \$ 3,600.00 |
| 13 | 10" D.I. Water Main | LF | 50 | \$ 100.00 | \$ 5,000.00 | \$ 150.00 | \$ 7,500.00 | \$ 100.00 | \$ 5,000.00 | \$ 40.00 | \$ 2,000.00 |
| 14 | 8" D.I. Water Main | LF | 6,100 | \$ 80.00 | \$ 488,000.00 | \$ 100.00 | \$ 610,000.00 | \$ 93.00 | \$ 567,300.00 | \$ 125.00 | \$ 762,500.00 |
| 15 | 8" D.I. Water Main w/2" Foamglass Insulation | LF | 30 | \$ 100.00 | \$ 3,000.00 | \$ 130.00 | \$ 3,900.00 | \$ 98.00 | \$ 2,940.00 | \$ 70.00 | \$ 2,100.00 |
| 16 | 6" D.I. Water Main | LF | 400 | \$ 70.00 | \$ 28,000.00 | \$ 80.00 | \$ 32,000.00 | \$ 88.00 | \$ 35,200.00 | \$ 25.00 | \$ 10,000.00 |
| 17 | 6" D.I. Water Main w/2" Foamglass Insulation | LF | 80 | \$ 100.00 | \$ 8,000.00 | \$ 100.00 | \$ 8,000.00 | \$ 92.00 | \$ 7,360.00 | \$ 55.00 | \$ 4,400.00 |
| 18 | 4" D.I. Water Main | LF | 50 | \$ 70.00 | \$ 3,500.00 | \$ 200.00 | \$ 10,000.00 | \$ 70.00 | \$ 3,500.00 | \$ 20.00 | \$ 1,000.00 |
| 19 | 16 x 12 Tees | EA | 3 | \$ 3,000.00 | \$ 9,000.00 | \$ 2,000.00 | \$ 6,000.00 | \$ 1,545.00 | \$ 4,635.00 | \$ 1,680.00 | \$ 5,040.00 |
| 20 | 16 x 10 Tees | EA | 1 | \$ 3,000.00 | \$ 3,000.00 | \$ 1,850.00 | \$ 1,850.00 | \$ 1,475.00 | \$ 1,475.00 | \$ 1,750.00 | \$ 1,750.00 |
| 21 | 16 x 8 Tees | EA | 3 | \$ 3,000.00 | \$ 9,000.00 | \$ 1,600.00 | \$ 4,800.00 | \$ 1,375.00 | \$ 4,125.00 | \$ 1,500.00 | \$ 4,500.00 |
| 22 | 16 x 6 Tees | EA | 15 | \$ 2,500.00 | \$ 37,500.00 | \$ 1,400.00 | \$ 21,000.00 | \$ 1,310.00 | \$ 19,650.00 | \$ 1,200.00 | \$ 18,000.00 |
| 23 | 8 x 8 Tees | EA | 8 | \$ 700.00 | \$ 5,600.00 | \$ 525.00 | \$ 4,200.00 | \$ 535.00 | \$ 4,280.00 | \$ 600.00 | \$ 4,800.00 |
| 24 | 8 x 6 Tees | EA | 6 | \$ 600.00 | \$ 3,600.00 | \$ 525.00 | \$ 3,150.00 | \$ 500.00 | \$ 3,000.00 | \$ 500.00 | \$ 3,000.00 |
| 25 | 16" Elbows | EA | 20 | \$ 1,200.00 | \$ 24,000.00 | \$ 1,100.00 | \$ 22,000.00 | \$ 1,200.00 | \$ 24,000.00 | \$ 1,200.00 | \$ 24,000.00 |
| 26 | 12" Elbows | EA | 10 | \$ 500.00 | \$ 5,000.00 | \$ 500.00 | \$ 5,000.00 | \$ 650.00 | \$ 6,500.00 | \$ 500.00 | \$ 5,000.00 |
| 27 | 10" Elbows | EA | 2 | \$ 500.00 | \$ 1,000.00 | \$ 350.00 | \$ 700.00 | \$ 500.00 | \$ 1,000.00 | \$ 600.00 | \$ 1,200.00 |
| 28 | 8" Elbows | EA | 30 | \$ 500.00 | \$ 15,000.00 | \$ 250.00 | \$ 7,500.00 | \$ 350.00 | \$ 10,500.00 | \$ 450.00 | \$ 13,500.00 |
| 29 | 6" Elbows | EA | 10 | \$ 300.00 | \$ 3,000.00 | \$ 200.00 | \$ 2,000.00 | \$ 300.00 | \$ 3,000.00 | \$ 250.00 | \$ 2,500.00 |
| 30 | 16 x 8 Reducer | EA | 1 | \$ 500.00 | \$ 500.00 | \$ 750.00 | \$ 750.00 | \$ 800.00 | \$ 800.00 | \$ 900.00 | \$ 900.00 |
| 31 | 6 x 4 Reducer | EA | 2 | \$ 300.00 | \$ 600.00 | \$ 150.00 | \$ 300.00 | \$ 200.00 | \$ 400.00 | \$ 140.00 | \$ 280.00 |
| 32 | 16" Permanent Caps | EA | 12 | \$ 400.00 | \$ 4,800.00 | \$ 950.00 | \$ 11,400.00 | \$ 1,000.00 | \$ 12,000.00 | \$ 1,300.00 | \$ 15,600.00 |
| 33 | 12" Permanent Caps | EA | 4 | \$ 300.00 | \$ 1,200.00 | \$ 750.00 | \$ 3,000.00 | \$ 300.00 | \$ 1,200.00 | \$ 700.00 | \$ 2,800.00 |
| 34 | 10" Permanent Caps | EA | 1 | \$ 300.00 | \$ 300.00 | \$ 570.00 | \$ 570.00 | \$ 200.00 | \$ 200.00 | \$ 500.00 | \$ 500.00 |
| 35 | 8" Permanent Caps | EA | 10 | \$ 450.00 | \$ 4,500.00 | \$ 350.00 | \$ 3,500.00 | \$ 200.00 | \$ 2,000.00 | \$ 300.00 | \$ 3,000.00 |

**KCWA - 2010A INFRASTRUCTURE IMPROVEMENTS
BID RESULTS
JANUARY 31, 2012**

| ITEM NO. | ITEM | UNIT | ESTIMATED QUANTITY | UNIT COST | COST | BOYLE & FOGARTY | | PARKSIDE | | ROSCITI | |
|----------|---|------|--------------------|-------------|---------------|-----------------|---------------|-------------|---------------|-------------|---------------|
| | | | | | | UNIT COST | COST | UNIT COST | COST | UNIT COST | COST |
| 36 | 6" Permanent Caps | EA | 5 | \$ 400.00 | \$ 2,000.00 | \$ 300.00 | \$ 1,500.00 | \$ 110.00 | \$ 550.00 | \$ 300.00 | \$ 1,500.00 |
| 37 | 4" & 3" Permanent Caps | EA | 2 | \$ 300.00 | \$ 600.00 | \$ 300.00 | \$ 600.00 | \$ 100.00 | \$ 200.00 | \$ 175.00 | \$ 350.00 |
| 38 | 16" Butterfly Valves & Valve Boxes | EA | 9 | \$ 3,000.00 | \$ 27,000.00 | \$ 3,000.00 | \$ 27,000.00 | \$ 2,800.00 | \$ 25,200.00 | \$ 5,000.00 | \$ 45,000.00 |
| 39 | 12" Gate Valves & Valve Boxes | EA | 3 | \$ 2,000.00 | \$ 6,000.00 | \$ 2,000.00 | \$ 6,000.00 | \$ 2,000.00 | \$ 6,000.00 | \$ 3,500.00 | \$ 10,500.00 |
| 40 | 10" Gate Valves & Valve Boxes | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 1,600.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,700.00 | \$ 2,500.00 | \$ 2,500.00 |
| 41 | 8" Gate Valves & Valve Boxes | EA | 29 | \$ 1,200.00 | \$ 34,800.00 | \$ 1,200.00 | \$ 34,800.00 | \$ 1,200.00 | \$ 34,800.00 | \$ 2,500.00 | \$ 72,500.00 |
| 42 | 6" Gate Valves & Valve Boxes | EA | 21 | \$ 800.00 | \$ 16,800.00 | \$ 800.00 | \$ 16,800.00 | \$ 900.00 | \$ 18,900.00 | \$ 1,500.00 | \$ 31,500.00 |
| 43 | 16 x 8 TS&V w/TB | EA | 1 | \$ 8,000.00 | \$ 8,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 3,800.00 | \$ 3,800.00 | \$ 5,355.00 | \$ 5,355.00 |
| 44 | 6" Line Stopper | EA | 1 | \$ 5,500.00 | \$ 5,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 5,775.00 | \$ 5,775.00 |
| 45 | 2" Permanent Blow-Off Assemblies | EA | 20 | \$ 1,200.00 | \$ 24,000.00 | \$ 2,000.00 | \$ 40,000.00 | \$ 1,500.00 | \$ 30,000.00 | \$ 2,700.00 | \$ 54,000.00 |
| 46 | 1" Permanent Blow-Off Assemblies | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 800.00 | \$ 800.00 | \$ 2,600.00 | \$ 2,600.00 |
| 47 | Hydrants | EA | 10 | \$ 2,500.00 | \$ 25,000.00 | \$ 3,000.00 | \$ 30,000.00 | \$ 2,500.00 | \$ 25,000.00 | \$ 5,400.00 | \$ 54,000.00 |
| 48 | Hydrants (7' Bury) | EA | 2 | \$ 3,000.00 | \$ 6,000.00 | \$ 3,000.00 | \$ 6,000.00 | \$ 2,700.00 | \$ 5,400.00 | \$ 5,400.00 | \$ 10,800.00 |
| 49 | Hydrants (6' Bury) | EA | 4 | \$ 2,800.00 | \$ 11,200.00 | \$ 3,000.00 | \$ 12,000.00 | \$ 2,600.00 | \$ 10,400.00 | \$ 5,400.00 | \$ 21,600.00 |
| 50 | Air Release | EA | 2 | \$ 4,000.00 | \$ 8,000.00 | \$ 6,000.00 | \$ 12,000.00 | \$ 5,500.00 | \$ 11,000.00 | \$ 6,500.00 | \$ 13,000.00 |
| 51 | 2" Corporation Stops | EA | 5 | \$ 1,200.00 | \$ 6,000.00 | \$ 2,000.00 | \$ 10,000.00 | \$ 1,000.00 | \$ 5,000.00 | \$ 2,100.00 | \$ 10,500.00 |
| 52 | 1" Corporation Stops | EA | 1 | \$ 900.00 | \$ 900.00 | \$ 1,200.00 | \$ 1,200.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 973.00 | \$ 973.00 |
| 53 | ½" Corporation Stops | EA | 93 | \$ 850.00 | \$ 79,050.00 | \$ 1,100.00 | \$ 102,300.00 | \$ 950.00 | \$ 88,350.00 | \$ 825.00 | \$ 76,725.00 |
| 54 | 2" Curb Stops & Boxes | EA | 5 | \$ 400.00 | \$ 2,000.00 | \$ 1,000.00 | \$ 5,000.00 | \$ 500.00 | \$ 2,500.00 | \$ 2,100.00 | \$ 10,500.00 |
| 55 | 1" Curb Stops & Boxes | EA | 1 | \$ 225.00 | \$ 225.00 | \$ 600.00 | \$ 600.00 | \$ 350.00 | \$ 350.00 | \$ 1,200.00 | \$ 1,200.00 |
| 56 | ½" Curb Stops & Boxes | EA | 93 | \$ 200.00 | \$ 18,600.00 | \$ 600.00 | \$ 55,800.00 | \$ 300.00 | \$ 27,900.00 | \$ 800.00 | \$ 74,400.00 |
| 57 | 2" Water Service Line & Saddle | LF | 150 | \$ 25.00 | \$ 3,750.00 | \$ 20.00 | \$ 3,000.00 | \$ 40.00 | \$ 6,000.00 | \$ 20.00 | \$ 3,000.00 |
| 58 | 1" Water Service Line | LF | 30 | \$ 15.00 | \$ 450.00 | \$ 10.00 | \$ 300.00 | \$ 40.00 | \$ 1,200.00 | \$ 25.00 | \$ 750.00 |
| 59 | ½" Water Service Line | LF | 1,800 | \$ 15.00 | \$ 27,000.00 | \$ 10.00 | \$ 18,000.00 | \$ 40.00 | \$ 72,000.00 | \$ 20.00 | \$ 36,000.00 |
| 60 | ½" Water Service Line w/2" Foamglass Insulation | LF | 300 | \$ 30.00 | \$ 9,000.00 | \$ 20.00 | \$ 6,000.00 | \$ 50.00 | \$ 15,000.00 | \$ 35.00 | \$ 10,500.00 |
| 61 | 6" Temporary Water | LF | 4,000 | \$ 10.00 | \$ 40,000.00 | \$ 5.00 | \$ 20,000.00 | \$ 6.00 | \$ 24,000.00 | \$ 0.01 | \$ 40.00 |
| 62 | 2" Temporary Water | LF | 3,200 | \$ 6.00 | \$ 19,200.00 | \$ 3.50 | \$ 11,200.00 | \$ 5.00 | \$ 16,000.00 | \$ 0.01 | \$ 32.00 |
| 63 | Replace Exist. 8" Sewer Pipe with D.I. Pipe | LF | 20 | \$ 80.00 | \$ 1,600.00 | \$ 150.00 | \$ 3,000.00 | \$ 100.00 | \$ 2,000.00 | \$ 50.00 | \$ 1,000.00 |
| 64 | Replace Exist. 6" Sewer Pipe with D.I. Pipe | LF | 100 | \$ 80.00 | \$ 8,000.00 | \$ 75.00 | \$ 7,500.00 | \$ 80.00 | \$ 8,000.00 | \$ 20.00 | \$ 2,000.00 |
| 65 | 3" Temp. Bit. Concrete Pavement | SY | 18,000 | \$ 18.00 | \$ 288,000.00 | \$ 15.00 | \$ 240,000.00 | \$ 18.00 | \$ 258,000.00 | \$ 0.01 | \$ 180.00 |
| 66 | 2" Temp. Bit. Concrete Pavement | SY | 300 | \$ 15.00 | \$ 4,500.00 | \$ 10.00 | \$ 3,000.00 | \$ 13.00 | \$ 3,900.00 | \$ 0.01 | \$ 3.00 |
| 67 | 2" Bit. Conc. Overlay | SY | 1,600 | \$ 8.00 | \$ 12,800.00 | \$ 8.00 | \$ 12,800.00 | \$ 9.00 | \$ 14,400.00 | \$ 8.40 | \$ 13,440.00 |
| 68 | 1½" Bit. Conc. Overlay | SY | 66,000 | \$ 8.00 | \$ 528,000.00 | \$ 7.00 | \$ 462,000.00 | \$ 7.00 | \$ 462,000.00 | \$ 7.50 | \$ 495,000.00 |
| 69 | Bituminous Concrete Leveling Course | TON | 1,800 | \$ 85.00 | \$ 153,000.00 | \$ 0.10 | \$ 180.00 | \$ 72.00 | \$ 129,600.00 | \$ 0.01 | \$ 18.00 |
| 70 | R & D Concrete Base | SY | 60 | \$ 50.00 | \$ 3,000.00 | \$ 40.00 | \$ 2,400.00 | \$ 1.00 | \$ 60.00 | \$ 17.00 | \$ 1,020.00 |

**KCWA - 2010A INFRASTRUCTURE IMPROVEMENTS
 BID RESULTS
 JANUARY 31, 2012**

| ITEM NO. | ITEM | UNIT | ESTIMATED QUANTITY | UNIT COST | COST | BOYLE & FOGARTY | | PARKSIDE | | ROSCITI | | |
|------------------|--|-------|--------------------|--------------|--------------|------------------------|--------------|------------------------|--------------|------------------------|--------------|------------------------|
| | | | | | | UNIT COST | COST | UNIT COST | COST | UNIT COST | COST | |
| 71 | Full Depth Trench Patch | TON | 250 | \$ 150.00 | \$ 37,500.00 | \$ 125.00 | \$ 31,250.00 | \$ 80.00 | \$ 20,000.00 | \$ 150.00 | \$ 37,500.00 | |
| 72 | Bit. Driveways | SY | 100 | \$ 25.00 | \$ 2,500.00 | \$ 20.00 | \$ 2,000.00 | \$ 25.00 | \$ 2,500.00 | \$ 30.00 | \$ 3,000.00 | |
| 73 | Concrete Sidewalks | SY | 25 | \$ 50.00 | \$ 1,250.00 | \$ 10.00 | \$ 250.00 | \$ 50.00 | \$ 1,250.00 | \$ 90.00 | \$ 2,250.00 | |
| 74 | Cold Planing & Disposal (full width) | SY | 1,600 | \$ 5.00 | \$ 8,000.00 | \$ 4.00 | \$ 6,400.00 | \$ 4.75 | \$ 7,600.00 | \$ 4.50 | \$ 7,200.00 | |
| 75 | Cold Planing & Disposal (36" width) | SY | 10,500 | \$ 4.00 | \$ 42,000.00 | \$ 3.00 | \$ 31,500.00 | \$ 3.00 | \$ 31,500.00 | \$ 3.50 | \$ 36,750.00 | |
| 76 | Epoxy Resin Pavement Markings (Crosswalks) | LF | 36,000 | \$ 0.50 | \$ 18,000.00 | \$ 0.35 | \$ 12,600.00 | \$ 0.75 | \$ 27,000.00 | \$ 0.35 | \$ 12,600.00 | |
| 77 | Waterborne Pavement Markings (Crosswalks) | LF | 36,000 | \$ 0.40 | \$ 14,400.00 | \$ 0.15 | \$ 5,400.00 | \$ 0.60 | \$ 21,600.00 | \$ 0.25 | \$ 9,000.00 | |
| 78 | Bit. Curbing | LF | 5,500 | \$ 5.00 | \$ 27,500.00 | \$ 0.10 | \$ 550.00 | \$ 1.00 | \$ 5,500.00 | \$ 4.00 | \$ 22,000.00 | |
| 79 | Cape Cod Berm | LF | 2,000 | \$ 3.00 | \$ 6,000.00 | \$ 0.10 | \$ 200.00 | \$ 1.00 | \$ 2,000.00 | \$ 2.00 | \$ 4,000.00 | |
| 80 | Soil Compaction Testing of Trenches | ALLOW | 1 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | |
| 81 | Processed Gravel Roadway Base | CY | 4,000 | \$ 20.00 | \$ 80,000.00 | \$ 8.00 | \$ 32,000.00 | \$ 16.00 | \$ 64,000.00 | \$ 0.01 | \$ 40.00 | |
| 82 | Rem. & Dispose Exist. Asbestos Cement Pipe | LF | 5,000 | \$ 10.00 | \$ 50,000.00 | \$ 6.00 | \$ 30,000.00 | \$ 1.00 | \$ 5,000.00 | \$ 5.00 | \$ 25,000.00 | |
| 83 | 12" RCP Pipe | LF | 200 | \$ 50.00 | \$ 10,000.00 | \$ 20.00 | \$ 4,000.00 | \$ 50.00 | \$ 10,000.00 | \$ 50.00 | \$ 10,000.00 | |
| 84 | Tree & Root Trimming & Treatment | ALLOW | 1 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | |
| 85 | R & D Gate Valves | EA | 35 | \$ 100.00 | \$ 3,500.00 | \$ 40.00 | \$ 1,400.00 | \$ 50.00 | \$ 1,750.00 | \$ 250.00 | \$ 8,750.00 | |
| 85 | R & D Hydrants | EA | 16 | \$ 300.00 | \$ 4,800.00 | \$ 250.00 | \$ 4,000.00 | \$ 500.00 | \$ 8,000.00 | \$ 600.00 | \$ 9,600.00 | |
| 87 | 8 x 8 Tapping Sleeve & Valve w/Thrust Block & Gate Box | EA | 3 | | \$ - | \$ 4,500.00 | \$ 13,500.00 | \$ 2,800.00 | \$ 8,400.00 | \$ 4,500.00 | \$ 13,500.00 | |
| Sub-Total | | | | | | \$ 4,286,925.00 | | \$ 3,887,826.00 | | \$ 3,986,075.00 | | \$ 4,203,140.00 |

NOTE: ITEM #87 IS PART OF ADDENDUM #2

ADDITION ERROR: BID AMOUNT: \$ 4,209,140.00

EXHIBIT H

Kent County Water Board Meeting

February 16, 2012

KENT COUNTY WATER AUTHORITY
BID OPENING
MATERIAL PURCHASE ONLY
BILLING FORMS

The Bid Opening for billing form purchase was held at 10:00 a.m., February 7, 2012 per the requirements of the Bid Invitation advertised in the Providence Journal on Friday, January 20, 2012.

The work consists of furnishing 290,000, laser print ready, pressure seal bond, preprinted single stock 8 1/2 x 14 self mailer and return envelope billing forms. Detailed description can be found in the bid packages.

Attendees of the Bid Opening were as follows:

1. KCWA, John Duchesneau

At 10:00 a.m. the bid opening began by John Duchesneau briefly describing what the bid entailed followed by the opening of the submitted bid listed below.

- **RR Donnelley, 2348 Post Road, Suite 1, Warwick RI 02886**

Total Bid Amount - \$14,315.50

The Bid Opening was closed at 10:05 a.m.

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EXHIBIT I

Kent County Water Board Meeting

February 16, 2012

KENT COUNTY WATER AUTHORITY
REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES RELATED TO
DESIGN, PRINTING AND MAILING
OF
CONSUMER CONFIDENCE REPORTS
PROPOSAL OPENING – FEBRUARY 8, 2012

The Proposal Opening for professional services related to design, printing and mailing of consumer confidence reports was held at 10:00 a.m., February 8, 2012 per the requirements of the Request for Proposal advertised in the Providence Journal on Friday, January 13, 2012. Attendance at the pre-proposal meeting was not a mandatory requirement to submit a proposal.

The work consists of providing directly to the Kent County Water Authority all labor, materials and services necessary for the creative development, design, printing and mailing of the Kent County Water Authority annual Consumer Confidence Report in accordance with the requirements of the U. S. Environmental Protection Agency, R.I. Department of Health regulations and directions given by the Kent County Water Authority. The Kent County Water Authority anticipates production needs of 31,000 copies with a customer base mailing of approximately 27,000 copies. The design and printing contractor shall have a minimum of 5 years experience in design, printing and mailing services related to public relations media of this nature, along with the ability to complete the customer base mailing of both documents within the required timelines.

At 10:00 a.m. the Proposal Opening began with the opening of the following proposals:

1. Meridian Printing

- Total Bid Items 1, 2, 3: \$9,873.00
- Examples Provided

2. Graphic Image

- Total Bid Items 1, 2, 3: \$9990.00 (Note: did not provide unit price for items 2 and 3).
- Examples Provided

3. Promotional Channels

- Total Bid Items 1, 2, 3: \$19,410.00
- Examples Provided

The Proposal Opening was closed at 10:10 a.m.

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EXHIBIT J

Kent County Water Board Meeting

February 16, 2012

KENT COUNTY WATER AUTHORITY
REQUEST FOR PROPOSAL
AUDITING SERVICES
GENERAL AND SPECIFIC AUDITS
PROPOSAL OPENING – FEBRUARY 8, 2012

The Proposal Opening for Auditing Services was held at 11:00 a.m., February 8, 2012. Attendance at the Pre-Proposal Meeting was a mandatory requirement to submit a Proposal. The Invitation was advertised in the Providence Journal on Friday, January 13, 2012.

The work consists of providing directly to the Kent County Water Authority, by certified public accounting firms, fiscal year audit for the company's funds and water protection fund reconciliation audit.

At 11:00 a.m. the Proposal Opening began by Timothy Brown briefly describing what the RFP entailed followed by the opening of the following proposals:

At this time the meeting was open for questions:

1. O'Conner & Drew, P. C.

- Transmittal Letter Received and Signed by David A. Dilulis
- 8 Copies Received
- Professional Fees:
 - Not to Exceed audit fee for the year ended June 30, 2012: \$30,000
 - Annual, not to exceed, total audit fees for each engagement year:

Fiscal Year Ending

2012 \$30,000

2013 \$31,000

2014 \$32,000

- Not to Exceed "bottom line" fee for costs associated work relating to bond documents will be based on an hourly rate of \$225.00, with a ceiling amount of \$4,500

2. Braver, P. C.

- Transmittal Letter Received and Signed by James D. Wilkinson
- 8 Copies Received
- Professional Fees:

J

- Audit Fee Quote: \$30,000
- Financial Statement Audit and Reports:

| | |
|---------------|----------|
| June 30, 2012 | \$28,000 |
| June 30, 2013 | \$28,000 |
| June 30, 2014 | \$28,000 |

- Providence Water Supply Water Protection Funds Annual Reconciliation Audits:

| | |
|---------------|---------|
| June 30, 2012 | \$2,000 |
| June 30, 2013 | \$2,000 |
| June 30, 2014 | \$2,000 |

It is our policy to not charge fees for the use of our audit opinion in connection with client bond/debt issuances. Charges for such services will be based on the hours required at our standard billing rates, and will not exceed \$2,000 per issuance.

3. Bacon & Company, LLC

- Transmittal Letter Received and Signed by Patricia A. Boucher
- 8 Copies Received
- Professional Fees:

- Audit Services

| | |
|---------------|----------|
| June 30, 2012 | \$22,725 |
| June 30, 2013 | \$23,175 |
| June 30, 2014 | \$23,625 |

- Agreed upon procedures Water Protection Fund Requirements

| | |
|---------------|---------|
| June 30, 2012 | \$3,250 |
| June 30, 2013 | \$3,325 |
| June 30, 2014 | \$3,375 |

- Review of Bond Documents

| | |
|---------------|---------|
| June 30, 2012 | \$1,000 |
| June 30, 2013 | \$1,000 |
| June 30, 2014 | \$1,000 |

- Total – not to exceed

| | |
|---------------|----------|
| June 30, 2012 | \$26,975 |
| June 30, 2013 | \$27,500 |
| June 30, 2014 | \$28,000 |

Fee Proposal included listing of Supplemental Rates Per Hour–Consulting Services

The Proposal Opening was closed at 11:20 a.m.

EXHIBIT K

Kent County Water Board Meeting

February 16, 2012

SUMMARY SHEET CIP AND IFR PROJECTS 2012 - 2017

CIP PROJECTS SUMMARY 2012 – 2017

| NO. | DESCRIPTION | COST IN DOLLARS | YEAR |
|---------------|--|-------------------|------|
| 1 | Mishnock Water Main – WTP to Hopkins Hill Road | 2,640,000 | 2012 |
| 2 | Bald Hill Road / New London Ave. Loop Connection | 210,000 | 2013 |
| 3 | Wakefield Street | 610,000 | 2013 |
| 4 | East Greenwich Well Upgrade & Treatment | 6,720,000 | 2014 |
| 5 | Spring Lake Well Upgrade & Treatment | 5,830,000 | 2015 |
| 6 | Replace KCWA Facility | 8,880,000 | 2016 |
| 7 | Oaklawn Service Gradient Emergency PRV | 450,000 | 2014 |
| 8 | I-295 Bridge Crossing at Providence Street | 450,000 | 2015 |
| 9A | Division Road | 2,780,000 | 2016 |
| 9B | Shippettown Road | 390,000 | 2016 |
| 9C | Middle Road | 650,000 | 2017 |
| 9D | Middle Road | 310,000 | 2017 |
| 10 A | Quaker Lane Pump Station – High Service Pumps | 290,000 | 2013 |
| 10 B | HS Transmission Mains – Quaker Lane Pump Station | 4,290,000 | 2013 |
| TOTALS | | 34,500,000 | |

INFRASTRUCTURE REPLACEMENT PROJECTS REVIEW

| NO. | DESCRIPTION | COST IN DOLLARS | YEAR |
|---------------|--|-------------------|------|
| 11 | Remove Fiskeville Tanks from Service | 420,000 | 2012 |
| 12 A | West Street Storage Tank Modifications | 320,000 | 2012 |
| 12 B | RSHR Storage Tank Demolition | 320,000 | 2012 |
| 12 C | Tiogue Storage Tank Demolition | 260,000 | 2012 |
| 13 A | Tiogue Avenue | 690,000 | 2013 |
| 13 B | Pilgrim Avenue | 1,670,000 | 2013 |
| 13 C | Laurel Avenue and Bridge Crossing | 120,000 | 2013 |
| 13 D | Washington Street | 1,780,000 | 2014 |
| 13 E | Washington Street/Flat River Road | 2,050,000 | 2014 |
| 14 A | Old Main Street/Colvintown Road | 1,780,000 | 2014 |
| 14 B | Boston Street | 1,350,000 | 2014 |
| 14 C | Washington Street | 250,000 | 2015 |
| 15 | Centerville Road | 940,000 | 2015 |
| 16 | Sandy Bottom Road | 910,000 | 2015 |
| 17 | Arnold Road | 2,140,000 | 2015 |
| 18 | Country Drive/Pepin Street | 870,000 | 2015 |
| 19 | Quaker Lane | 840,000 | 2016 |
| 20 | Washington Street | 2,220,000 | 2016 |
| 21 | New London Avenue/Factory Street | 1,850,000 | 2016 |
| 22 | Cowesett Road | 590,000 | 2016 |
| 23 | Providence Street | 1,300,000 | 2016 |
| 24 | Legris Avenue/West Warwick Avenue | 2,990,000 | 2017 |
| 25 | East Avenue | 640,000 | 2017 |
| 26 | Main Street | 1,580,000 | 2017 |
| 27 | New London Turnpike | 3,630,000 | 2017 |
| TOTALS | | 31,510,000 | |

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EXHIBIT L

Kent County Water Board Meeting

February 16, 2012

| PLANNING DOCUMENT \$25,000/YEAR ALLOCATION | |
|---|--|
| PROJECT | STATUS |
| Water Supply System Management Plan WSSMP | Approved |
| Hunt River Interim Management & Action Plan | Approved |
| 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 Ongoing |
| Mishnock Transmission Mains CIP - 1B | Funding will be critical to plant operation |
| Mishnock Treatment Plant CIP - 1C | Construction Ongoing |
| 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 | Completed |
| Read School House Road Main CIP 7c, 7d, 8a | Legal Action Required Claim by Contractor |
| 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 | Closed Out |
| IFR 2009 A | 2009 A - Closed Out |
| 2009 B | 2009 B, Winter Shut Down |
| IFR 2010 | Design Separation 2010A Bid Award, 2010B On Hold |
| Prospect Street | Completed |
| PWSB 78" / Johnson Blvd. P.S. Modification | Completed |
| Greenwich Avenue Replacement | Completed |
| Hydraulic Tank Evaluation | Completed |
| Quaker P. S. Design | February 29, 2012 Bid Opening |
| Tech Park Tank Recoating | Legal Action Required |
| Tiogue Tank Re-Service | Completed |
| Hydrant Painting | Winter Shutdown |
| SCADA Upgrade | Added to Quaker P. S. Construction |
| Water Street Replacement | Joint Project E. G., Town Reviewing Bid |