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February 24, 2014

Ms. Luly Massaro, Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

**Re: Docket 4478 - Narragansett Bay Commission**

Dear Ms. Massaro:

Enclosed please find an original and nine (9) copies of the following:

1. The Narragansett Bay Commission's Response to the Rhode Island Public Utilities Commission's First Set of Data Requests.

Please note that an electronic copy of this filing has been sent to the service list. Thank you for your attention to this matter.

Sincerely,

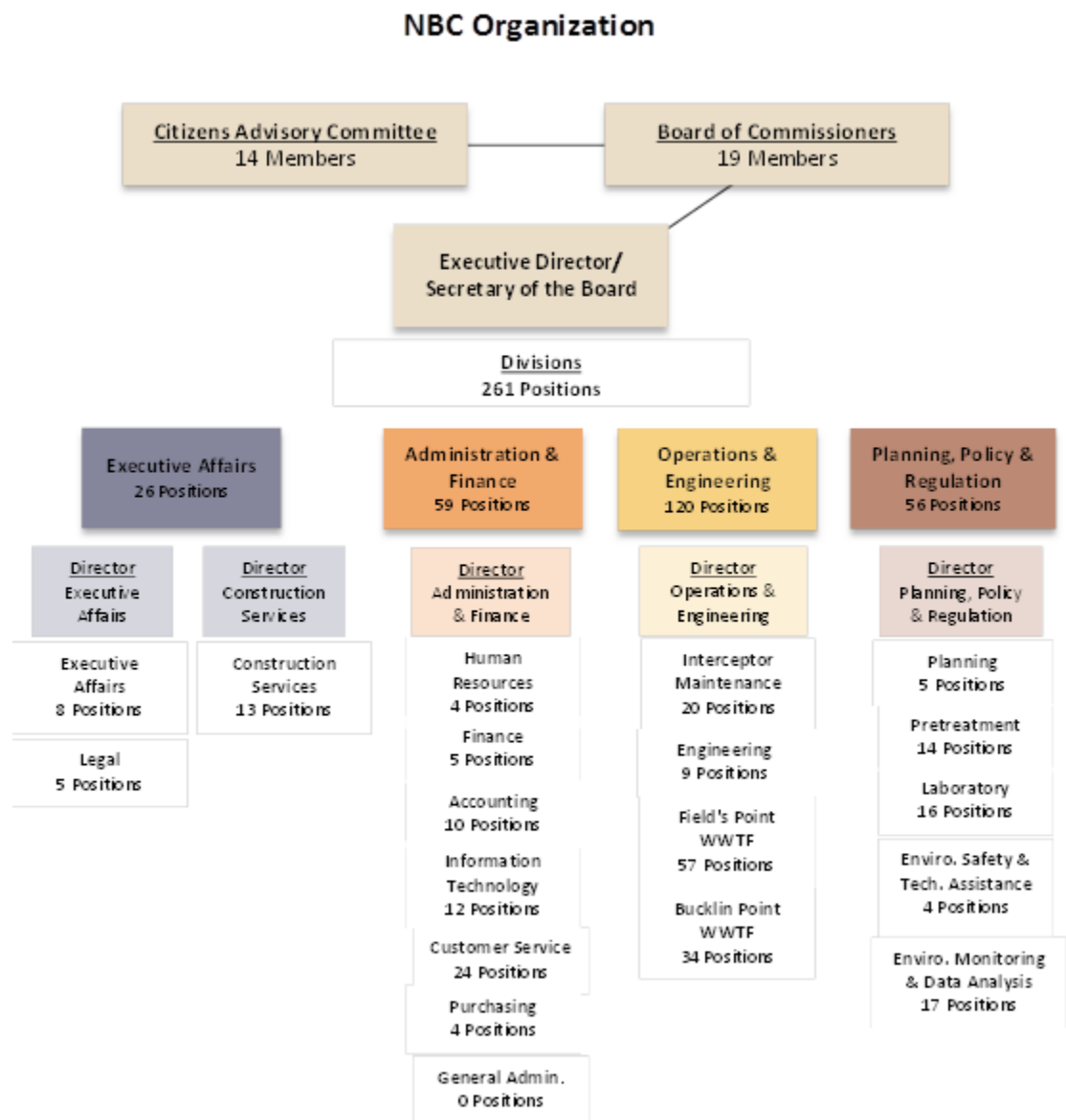


Joseph A. Keough Jr.

JAK/kf  
Enclosures

COM 1.1 Please provide your current organizational chart. Also, provide a list of employees, titles, union affiliation, base salary, longevity and incentives, start dates and step increase dates.

**Answer:** All step increases for eligible union employees are effective the first full pay period of the fiscal year.



By: Karen Giebink



Title	NBC Hire Date	Union	Base Salary	Incentive	Total Salary
LABORATORY TECHNICIAN	7/20/2008	1033	41,732.60	1,110.20	42,842.80
CHIEF ENVIRONMENTAL ENGINEER	1/1/1992	NONE	90,231.09	0.00	90,231.09
IM OPERATOR II	5/19/2013	1033	34,673.60	0.00	34,673.60
IM OPERATOR III	4/1/2007	1033	42,369.60	0.00	42,369.60
HUMAN RESOURCES MANAGER	1/13/1991	NONE	84,835.34	0.00	84,835.34
LABORATORY CLERK	1/20/2008	1033	37,073.40	800.80	37,874.20
MECHANIC II	1/1/1992	1010	52,187.20	956.80	53,144.00
SENIOR FINANCIAL ANALYST	10/10/1999	NONE	66,780.00	0.00	66,780.00
RESIDENT REPRESENTATIVE	7/19/2009	NONE	64,994.46	0.00	64,994.46
SAFETY COMPLIANCE COORDINATOR	10/19/2003	NONE	43,166.76	0.00	43,166.76
PROCESS MONITOR	1/1/1992	1010	57,720.00	0.00	57,720.00
CUSTOMER SERVICE REPRESENTATIVE	4/21/2013	2884	33,051.20	0.00	33,051.20
IM OPERATOR II	8/1/2010	1010	40,580.80	832.00	41,412.80
SENIOR FISCAL CLERK	1/16/2001	2884	47,210.80	0.00	47,210.80
LABORATORY TECHNICIAN	Salaries	1033	41,732.60	1,055.60	42,788.20
SR. ELECTRICIAN	12/23/2007	1033	53,289.60	0.00	53,289.60
PRINCIPAL PRETREATMENT ENGINEER	5/16/2004	NONE	57,626.49	0.00	57,626.49
DIRECTOR OF CONSTRUCTION SERVICES	11/9/1986	NONE	137,171.08	0.00	137,171.08
DIRECTOR OF EXECUTIVE AFFAIRS	11/1/1992	NONE	137,173.89	0.00	137,173.89
OPERATOR II	2/17/2008	1033	40,518.40	0.00	40,518.40
CUSTOMER SERVICE REPRESENTATIVE	2/10/2002	1033	41,914.60	764.40	42,679.00
MECHANIC I	1/29/2012	1033	38,708.80	894.40	39,603.20
PRETREATMENT MANAGER	8/9/1992	NONE	85,000.69	0.00	85,000.69
SENIOR MAINTENANCE SUPERVISOR	7/12/1992	NONE	60,319.30	0.00	60,319.30
PAYROLL ADMINISTRATOR	12/2/2001	NONE	44,665.43	0.00	44,665.43
PRETREATMENT CLERK	7/18/1999	1033	41,914.60	0.00	41,914.60
IM OPERATOR II	11/18/2012	1033	35,526.40	0.00	35,526.40
ENGINEERING MANAGER	9/10/1984	NONE	129,108.47	0.00	129,108.47
LABOR AND EMPLOYEE RELATIONS MANAGER	2/6/2000	NONE	88,134.52	0.00	88,134.52
CUSTOMER SERVICE REPRESENTATIVE	12/10/2006	1033	41,914.60	0.00	41,914.60
HEAVY EQUIPMENT OPERATOR (BP)	1/1/1992	1010	47,902.40	1,085.97	48,988.37
O AND M TECHNICIAN	7/31/1988	NONE	50,410.60	0.00	50,410.60
CUSTOMER SERVICE REPRESENTATIVE	6/22/2008	1033	36,254.40	0.00	36,254.40
ENVIRONMENTAL ENGINEER	6/11/2006	NONE	57,335.30	0.00	57,335.30
CUSTOMER SERVICE ANALYST	5/21/2000	NONE	47,520.09	0.00	47,520.09
CUSTOMER SERVICE MANAGER	6/19/1988	NONE	91,538.19	0.00	91,538.19
MECHANIC I	7/15/2012	1033	38,708.80	0.00	38,708.80
PROCESS MONITOR	1/2/2000	1033	57,720.00	0.00	57,720.00
PURCHASING MANAGER	9/20/1982	NONE	87,471.08	0.00	87,471.08
FISCAL CLERK - ACCOUNTING	5/16/2004	2884	41,914.60	764.40	42,679.00
TECHNICAL ASSISTANT	7/11/2004	NONE	43,005.58	0.00	43,005.58
PROCESS MONITOR	1/2/2000	1010	50,211.20	873.60	51,084.80
IM INSPECTOR	6/29/2003	NONE	44,170.19	0.00	44,170.19
ADMINISTRATIVE ASSISTANT	1/3/2010	NONE	48,607.10	0.00	48,607.10
ENVIRONMENTAL MONITOR	11/17/2013	1033	33,051.20	0.00	33,051.20
ENVIRONMENTAL SCIENTIST	7/8/2007	NONE	57,256.48	0.00	57,256.48
E AND I TECHNICIAN	5/9/2010	1010	44,137.60	0.00	44,137.60
PROCESS MONITOR	9/19/1982	1033	57,720.00	1,164.80	58,884.80
PC/PHONE SUPPORT/SYSTEMS ADMIN. SPECIALIST	7/3/2011	NONE	59,759.51	0.00	59,759.51
OPERATOR II	6/26/1983	1033	48,734.40	0.00	48,734.40
SENIOR PRETREATMENT TECHNICIAN	10/30/1994	NONE	54,011.14	0.00	54,011.14
PROCESS MONITOR	8/26/1990	1033	57,720.00	1,123.20	58,843.20
PRINCIPAL ENVIRONMENTAL ENGINEER	12/2/1990	NONE	72,465.65	0.00	72,465.65
MECHANIC II	1/2/2000	1033	51,147.20	1,081.60	52,228.80
ENVIRONMENTAL COMPLIANCE TECHNICAL	9/9/2012	NONE	36,648.56	0.00	36,648.56
MECHANIC I	12/6/2009	1033	41,433.60	0.00	41,433.60
PRETREATMENT ENGINEER	6/10/2007	NONE	51,775.85	0.00	51,775.85
SENIOR CONSTRUCTION COORDINATOR	7/3/1988	NONE	74,570.97	0.00	74,570.97
MECHANIC I	3/20/2005	1010	46,051.20	0.00	46,051.20
LAB SAMPLE COMPLIANCE COORDINATOR	8/1/2010	NONE	47,067.02	0.00	47,067.02
ASST. PRETREATMENT MANAGER	6/20/1999	NONE	69,267.28	0.00	69,267.28
FINANCIAL ANALYST	10/6/2013	NONE	45,000.00	0.00	45,000.00
CUSTOMER SERVICE REPRESENTATIVE	6/12/2005	1033	41,914.60	764.40	42,679.00
ENVIRONMENTAL MONITOR	4/2/2006	1033	41,095.60	0.00	41,095.60
ASST. OPERATIONS MANAGER	10/22/1989	NONE	87,683.90	0.00	87,683.90
ELECTRICAL FOREMAN - BP	1/1/1992	1010	70,636.80	1,414.40	72,051.20
IM SUPERVISOR	9/4/2005	NONE	62,381.76	0.00	62,381.76
OPERATOR I	1/13/2013	1010	34,673.60	0.00	34,673.60
PROCESS MONITOR	8/26/1990	1033	57,720.00	0.00	57,720.00
PROCESS MONITOR	1/1/1992	1010	55,203.20	1,085.97	56,289.17
O AND M SUPERVISOR	8/19/1996	NONE	58,805.59	0.00	58,805.59
PAYROLL SUPERVISOR	5/31/1992	NONE	63,618.93	0.00	63,618.93
OPERATOR II	7/23/1995	1010	44,200.00	0.00	44,200.00
SENIOR SYSTEMS DEVELOPMENT PROGRAMMER	3/14/2010	NONE	67,831.40	0.00	67,831.40
IM OPERATOR IV	8/3/2008	1033	43,992.00	0.00	43,992.00
SENIOR RESIDENT REPRESENTATIVE	12/16/2001	NONE	90,231.09	0.00	90,231.09
IM CLERK	9/8/2002	1033	41,914.60	0.00	41,914.60
SOLUTIONS ARCHITECT	10/6/2013	NONE	78,078.00	0.00	78,078.00
ASST. CONTROL SYSTEM ADMINISTRATOR	1/28/1990	NONE	65,574.72	0.00	65,574.72
INVENTORY CONTROL CLERK	2/1/1987	1033	44,803.20	0.00	44,803.20
OPERATOR I	2/28/2010	1033	37,211.20	0.00	37,211.20
ACCOUNTING MANAGER	9/14/1997	NONE	104,679.51	0.00	104,679.51
LEGAL COUNSEL	6/5/2011	NONE	62,592.73	0.00	62,592.73
SR. SYSTEMS PROGRAMMER/SYSTEMS	8/16/1998	NONE	66,415.65	0.00	66,415.65
CHIEF LEGAL COUNSEL	3/27/2005	NONE	87,155.94	0.00	87,155.94
OPERATOR I	8/19/2007	1010	39,769.60	0.00	39,769.60

CUSTOMER SERVICE ANALYST	1/13/2002	NONE	45,333.90	0.00	45,333.90
PRETREATMENT TECHNICIAN	7/11/2004	NONE	43,464.76	0.00	43,464.76
OPERATOR I	2/27/2011	1010	36,358.40	0.00	36,358.40
RESIDENT REPRESENTATIVE	11/6/2011	NONE	64,994.46	0.00	64,994.46
ENVIRONMENTAL MONITOR	6/26/2005	1033	41,914.60	673.40	42,588.00
ELECTRICIAN	3/14/2010	1033	47,694.40	0.00	47,694.40
DIRECTOR OF ADMINISTRATION AND FINANCE	10/22/1989	NONE	156,511.08	0.00	156,511.08
CONSTRUCTION OFFICE COORDINATOR	11/4/2001	NONE	47,324.29	0.00	47,324.29
PUBLIC AFFAIRS SPECIALIST	9/23/2012	NONE	36,472.37	0.00	36,472.37
STAFF ACCOUNTANT	6/24/2007	NONE	45,437.00	0.00	45,437.00
ASST. LABORATORY MANAGER	10/6/2002	NONE	64,425.50	0.00	64,425.50
INSTRUMENTATION ENGINEER	12/10/1995	NONE	56,980.60	0.00	56,980.60
APPLICATIONS SYSTEM SUPERVISOR	5/29/1994	NONE	85,894.52	0.00	85,894.52
ENVIRONMENTAL MONITOR	1/4/2009	1033	36,254.40	0.00	36,254.40
OPERATIONS MANAGER FP	5/1/1982	NONE	110,321.34	0.00	110,321.34
O AND M COORDINATOR	10/25/1987	NONE	53,571.33	0.00	53,571.33
IM MANAGER	6/26/1994	NONE	89,522.01	0.00	89,522.01
EXECUTIVE PARALEGAL	11/26/2006	NONE	41,953.87	0.00	41,953.87
PRETREATMENT TECHNICIAN	10/20/2013	NONE	36,296.17	0.00	36,296.17
FP CLERK	11/20/2000	1033	41,914.60	0.00	41,914.60
SENIOR FISCAL CLERK	8/29/1999	2884	43,934.80	0.00	43,934.80
MECHANIC I	10/26/1986	1033	48,131.20	0.00	48,131.20
OPERATOR II	4/26/2009	1010	38,708.80	0.00	38,708.80
PROCESS MONITOR	4/18/1993	1033	53,955.20	982.59	54,937.79
OPERATOR I	7/6/2008	1033	38,896.00	0.00	38,896.00
MECHANIC I	4/12/2009	1010	41,433.60	0.00	41,433.60
LABORATORY TECHNICIAN	7/10/2012	1033	38,493.00	0.00	38,493.00
OPERATOR I	8/15/2010	1010	39,769.60	0.00	39,769.60
PRETREATMENT ENGINEER	8/20/2006	NONE	51,529.73	0.00	51,529.73
IM OPERATOR II	9/8/2002	1010	43,992.00	0.00	43,992.00
ENVIRONMENTAL MONITOR	1/21/2007	1010	37,874.20	0.00	37,874.20
FISCAL CLERK - PURCHASING	2/26/1989	1033	46,337.20	507.00	46,844.20
ASST. ENVIRONMENTAL MONITORING MANAGER	12/20/1998	NONE	73,383.79	0.00	73,383.79
PRINCIPAL ENVIRONMENTAL ENGINEER	8/13/2000	NONE	64,182.79	0.00	64,182.79
ENVIRONMENTAL MONITOR	11/18/2012	1010	33,051.20	0.00	33,051.20
ADMINISTRATIVE ASSISTANT	5/29/2005	NONE	40,959.12	0.00	40,959.12
OPERATOR I	7/20/2008	1010	38,896.00	0.00	38,896.00
E AND I TECHNICIAN	6/11/2000	1033	50,128.00	832.00	50,960.00
PERMITS COORDINATOR	3/31/1996	NONE	57,064.91	0.00	57,064.91
OPERATOR I	8/11/2013	1010	34,673.60	0.00	34,673.60
ASSET MANAGEMENT ADMINISTRATOR	8/11/1991	NONE	70,697.31	0.00	70,697.31
IM MECHANIC	9/14/2008	1010	42,369.60	0.00	42,369.60
SENIOR ORGANIC CHEMIST	1/1/1992	NONE	64,867.87	0.00	64,867.87
FIELD INVESTIGATOR	6/7/2009	1010	33,287.80	0.00	33,287.80
FIELD INVESTIGATOR	3/24/2002	1010	41,914.60	0.00	41,914.60
CONTROL SYSTEMS ASSOCIATE	11/7/2010	NONE	42,948.51	0.00	42,948.51
CUST. SERVICE REP.-FISCAL CLERK	1/22/2006	1033	43,862.00	0.00	43,862.00
BIOLOGIST	12/11/2005	1010	54,964.00	1,164.80	56,128.80
OPERATOR I	2/3/2008	1033	38,896.00	832.00	39,728.00
CHEMIST	7/18/1999	1010	45,445.40	0.00	45,445.40
PRETREATMENT CLERK	1/26/2014	1033	33,051.20	0.00	33,051.20
MECHANIC II	1/1/1992	1010	52,187.20	0.00	52,187.20
GOVERNMENT AFFAIRS MANAGER	4/28/1985	NONE	87,683.90	0.00	87,683.90
HUMAN RESOURCES REP./BENEFITS COORDINATOR	2/19/2006	NONE	49,527.68	0.00	49,527.68
EXECUTIVE DIRECTOR	6/14/1992	NONE	194,495.14	0.00	194,495.14
CUSTOMER SERVICE REPRESENTATIVE	4/7/2013	1033	33,051.20	0.00	33,051.20
PRETREATMENT CLERK	11/22/1998	1033	41,914.60	0.00	41,914.60
OPERATOR I	5/16/2004	1033	43,992.00	0.00	43,992.00
INVENTORY CONTROL CLERK	9/30/2007	1010	40,580.80	0.00	40,580.80
ENVIRONMENTAL SAFETY & TECHNICAL ASSISTANT	11/29/1992	NONE	87,683.90	0.00	87,683.90
FINANCIAL ANALYST	1/27/2013	NONE	40,740.00	0.00	40,740.00
ASSOCIATE LEGAL COUNSEL	12/30/2012	NONE	48,310.09	0.00	48,310.09
MECHANICAL INSPECTOR	11/3/2002	NONE	67,846.93	0.00	67,846.93
PROCESS MONITOR	5/7/1989	1033	57,720.00	644.80	58,364.80
OPERATOR I	2/19/2006	1010	43,992.00	0.00	43,992.00
FIELD INVESTIGATOR	9/27/2009	1010	33,287.80	0.00	33,287.80
RESIDENT REPRESENTATIVE	6/2/2002	NONE	64,994.46	0.00	64,994.46
OPERATOR I	5/19/2013	1010	34,673.60	0.00	34,673.60
OPERATOR I	3/20/2005	1033	43,992.00	0.00	43,992.00
SENIOR DATA BASE ADMINISTRATOR	9/27/1998	NONE	82,458.63	0.00	82,458.63
IM OPERATOR II	8/3/2008	1033	38,896.00	0.00	38,896.00
PROCESS MONITOR	2/4/2007	1033	50,211.20	0.00	50,211.20
MASTER ELECTRICIAN (FP)	4/7/2002	1033	68,473.60	0.00	68,473.60
ENGINEERING CONSTRUCTION COORDINATOR	9/11/2011	NONE	47,577.67	0.00	47,577.67
ENVIRONMENTAL EDUCATION COORDINATOR	8/18/2002	NONE	51,060.84	0.00	51,060.84
ENVIRONMENTAL MONITORING MANAGER	1/1/1989	NONE	87,683.90	0.00	87,683.90
CUSTOMER SERVICE SUPPORT SUPERVISOR	5/4/2003	NONE	57,914.34	0.00	57,914.34
EXECUTIVE ASSISTANT	4/2/2006	NONE	57,908.68	0.00	57,908.68
COLLECTIONS SUPERVISOR	5/27/2007	NONE	50,316.69	0.00	50,316.69
MONITORING FIELD SUPERVISOR	9/8/2002	NONE	46,631.22	0.00	46,631.22
INVENTORY CONTROL CLERK	8/23/1992	1033	43,992.00	0.00	43,992.00
CUSTOMER SERVICE REPRESENTATIVE	4/1/2007	1033	41,095.60	0.00	41,095.60
OPERATOR I	11/3/2013	1010	34,673.60	0.00	34,673.60
CUSTOMER SERVICE REPRESENTATIVE	6/24/1984	1033	59,477.60	1,357.00	60,834.60
ASST. IM MANAGER	9/23/1990	NONE	64,889.86	0.00	64,889.86
LABORATORY TECHNICIAN	10/12/2008	1033	41,732.60	0.00	41,732.60
DIRECTOR OF OPERATIONS AND ENGINEERING	1/8/1984	NONE	151,317.40	0.00	151,317.40

O AND M SUPERVISOR	10/2/2005	NONE	55,232.32	0.00	55,232.32
ENVIRONMENTAL SCIENTIST	3/7/2004	NONE	54,365.64	0.00	54,365.64
FINANCIAL ANALYST	9/9/2012	NONE	43,160.00	0.00	43,160.00
MECHANIC I	8/15/2010	1010	40,518.40	0.00	40,518.40
LABORATORY MANAGER	5/23/1999	NONE	83,837.04	0.00	83,837.04
CAPITAL ACCOUNTING ASSISTANT	12/18/2011	NONE	38,460.00	0.00	38,460.00
CUSTOMER SERVICE REPRESENTATIVE	7/19/2009	2884	36,254.40	0.00	36,254.40
EMDA DATA ASSISTANT	2/19/1995	1010	44,408.00	0.00	44,408.00
ELECTRICIAN	8/21/1994	1010	63,128.00	0.00	63,128.00
PROCESS MONITOR	1/1/1992	1010	55,203.20	0.00	55,203.20
CAPITAL PRINCIPAL ACCOUNTANT	1/9/1994	NONE	72,465.65	0.00	72,465.65
MECHANIC I	1/15/2012	1033	38,708.80	915.20	39,624.00
HUMAN RESOURCES CLERK	7/17/1988	1033	41,914.60	433.00	42,347.60
PURCHASING COORDINATOR	5/24/1998	NONE	58,548.25	0.00	58,548.25
STAFF ACCOUNTANT	12/4/2011	NONE	43,429.37	0.00	43,429.37
NETWORK AND COMMUNICATIONS ADMINISTRATOR	5/12/1991	NONE	86,178.26	0.00	86,178.26
OPERATOR II	8/29/2010	1033	39,603.20	0.00	39,603.20
ASST. E&I TECHNICIAN	5/16/2004	1033	47,902.40	1,081.60	48,984.00
OFFICE ADMINISTRATOR	1/28/2001	NONE	41,330.27	0.00	41,330.27
IM OPERATOR II	10/12/2008	1033	38,896.00	0.00	38,896.00
CUSTOMER SERVICE REPRESENTATIVE	3/25/2001	2884	41,914.60	764.40	42,679.00
OPERATOR I	5/28/2006	1010	43,992.00	0.00	43,992.00
ENVIRONMENTAL SCIENTIST	5/23/2010	NONE	57,256.48	0.00	57,256.48
FISCAL CLERK - CUSTOMER SERVICE	3/2/2008	1033	37,073.40	0.00	37,073.40
BILLING SUPERVISOR	10/23/1988	NONE	62,680.20	0.00	62,680.20
ENVIRONMENTAL ENGINEER	6/8/2008	NONE	48,883.44	0.00	48,883.44
MECHANIC II	9/2/2007	1033	45,136.00	873.60	46,009.60
RESIDENT REPRESENTATIVE	10/9/2011	NONE	64,994.46	0.00	64,994.46
LABORATORY TECHNICIAN	5/1/1982	1033	50,505.00	0.00	50,505.00
SENIOR E&I TECHNICIAN	6/6/1999	1033	62,816.00	0.00	62,816.00
O AND M SUPERVISOR	2/5/1984	NONE	73,484.87	0.00	73,484.87
PUBLIC AFFAIRS MANAGER	3/7/1999	NONE	84,327.66	0.00	84,327.66
COMPUTER TRAINING APPLICATIONS SPECIALIST	4/6/2003	NONE	52,159.26	0.00	52,159.26
ENVIRONMENTAL CHEMIST	11/3/1991	NONE	59,954.11	0.00	59,954.11
MECHANIC II	6/13/2004	1033	49,129.60	1,085.97	50,215.57
CONTROL SYSTEMS ADMINISTRATOR	6/26/1983	NONE	101,659.27	0.00	101,659.27
EMDA CLERK	10/20/2013	2884	33,051.20	0.00	33,051.20
PRINCIPAL ACCOUNTANT	5/12/1996	NONE	68,750.65	0.00	68,750.65
CUSTOMER SERVICE REPRESENTATIVE	7/16/2000	1033	41,914.60	782.60	42,697.20
OPERATOR II	11/5/1989	1033	47,964.80	0.00	47,964.80
SENIOR HUMAN RESOURCES REPRESENTATIVE	3/16/1986	NONE	68,355.64	0.00	68,355.64
IT MANAGER	3/18/2002	NONE	106,097.21	0.00	106,097.21
SENIOR DATA BASE ADMINISTRATOR	5/4/2003	NONE	87,683.90	0.00	87,683.90
MONITORING FIELD SUPERVISOR	5/6/2001	NONE	46,142.42	0.00	46,142.42
FACILITIES ENGINEER	11/18/1990	NONE	72,465.65	0.00	72,465.65
MAINTENANCE SCHEDULER/PLANNER (BP)	1/1/1992	1010	57,720.00	624.00	58,344.00
MAINTENANCE SUPERVISOR	8/19/2007	NONE	58,292.44	0.00	58,292.44
PROCESS MONITOR	11/28/2004	1033	48,963.20	0.00	48,963.20
PRETREATMENT TECHNICIAN	9/14/2008	NONE	40,517.85	0.00	40,517.85
CHEMIST	12/1/2013	1010	41,896.40	0.00	41,896.40
ENVIRONMENTAL CHEMIST	6/6/1999	NONE	56,778.50	0.00	56,778.50
UTILITY CREW FOREMAN	1/1/1992	2884	68,473.60	624.00	69,097.60
OPERATOR II	5/2/2004	1010	47,902.40	0.00	47,902.40
OPERATIONS FOREMAN (BP)	1/1/1992	2884	59,508.80	0.00	59,508.80
OPERATOR II	12/19/2010	1033	38,708.80	0.00	38,708.80
PROCESS MONITOR	1/1/1992	1010	57,720.00	1,081.60	58,801.60
IM OPERATOR IV	7/15/2001	1010	53,955.20	1,185.60	55,140.80
SENIOR ENVIRONMENTAL CHEMIST	11/20/1988	NONE	69,437.27	0.00	69,437.27
ENVIRONMENTAL MONITOR	12/29/2002	1010	41,095.60	0.00	41,095.60
PROCESS MONITOR	10/25/1987	1033	57,720.00	0.00	57,720.00
CONSTRUCTION MANAGER	6/3/2001	NONE	120,098.00	0.00	120,098.00
EXECUTIVE PARALEGAL II	2/19/2006	NONE	53,520.13	0.00	53,520.13
MONITORING FIELD SUPERVISOR	4/18/2004	NONE	51,366.79	0.00	51,366.79
O AND M SUPERVISOR	5/1/1982	NONE	72,911.81	0.00	72,911.81
OPERATOR II	1/4/2009	1033	39,603.20	0.00	39,603.20
FLEET MECHANIC	12/24/1995	1033	49,795.20	852.80	50,648.00
PRETREATMENT TECHNICIAN	1/30/2011	NONE	36,385.44	0.00	36,385.44
DIRECTOR OF PLANNING, POLICY AND REGULATION	9/1/1985	NONE	137,176.15	0.00	137,176.15
BP CONTRACT COORDINATOR	1/1/1992	2884	72,820.80	291.20	73,112.00
ELECTRICIAN	3/5/2006	1010	57,720.00	0.00	57,720.00
ENGINEERING AND OPERATIONS FISCAL	2/16/1986	NONE	59,889.35	0.00	59,889.35
CARPENTER	5/1/1982	1033	57,720.00	0.00	57,720.00
IM OPERATOR II	11/2/2003	1010	43,992.00	0.00	43,992.00
POLLUTION PREVENTION ENGINEER	1/18/1998	NONE	70,284.83	0.00	70,284.83
ENVIRONMENTAL MONITOR	2/5/2006	1010	41,095.60	0.00	41,095.60
MAINTENANCE MANAGER	2/6/1983	NONE	87,683.90	0.00	87,683.90
MECHANIC II	2/3/2008	1033	44,137.60	0.00	44,137.60
CUSTOMER RESEARCH SUPERVISOR	5/21/1989	NONE	65,877.77	0.00	65,877.77
PERMITS AND PLANNING MANAGER	12/11/1983	NONE	79,712.73	0.00	79,712.73
SENIOR SYSTEMS ADMINISTRATOR	5/7/2000	NONE	76,405.94	0.00	76,405.94

COM 1.2 Please identify the number of customers you service by type (i.e. residential, commercial, industrial, etc.) and please provide a sample billing for each class of customer.

**Answer:** See attached sample bills. Customer count is below.

	<u>Customers FY 13</u>
Residential	75,600
Commercial	7,546
Industrial	254

By: WEE



Narragansett Bay Commission  
One Service Rd.  
Providence, RI 02905

Bill Date	Due Date
07-FEB-2014	28-FEB-2014
Customer No.	
12364	

Total Due
<b>\$25.82</b>
Amount Enclosed
\$ _____

Late Charges will be assessed on unpaid account balances over 30 days from the bill date.

2035 MINERAL SPRING AVENUE  
NORTH PROVIDENCE, RI 02904

042012364400000258259

To ensure proper processing of your payment, please print your account number 12364 on your check.

Please return this portion when paying by mail.

Please mail check to: NARRAGANSETT BAY COMMISSION, P.O. Box 9668 Department 25 PROVIDENCE, RI 02940-9668

Please bring entire bill when paying in person.

Please mail check to: NARRAGANSETT BAY COMMISSION, P.O. Box 9668 Department 25 PROVIDENCE, RI 02940-9668

**Bill Date**  
07-FEB-2014  
**Due Date**  
28-FEB-2014

**Customer No.**  
12364

**Pin No.**  
9823

#### Account Information

Service Address  
2035 MINERAL SPRING AVENUE  
NORTH PROVIDENCE, RI 02904

Customer Type: Residential  
Account Type: Consumption  
Consumption Rate: \$3.267 per HCF

Meter Number	Dial	Size	Type	Begin Read	End Read	Consumption
29088557B	1	5/8"	Actual	68760	69075	315 CF

Consumption Charges	Consumption (HCF)	
12/11/2013-1/14/2014	3.15	\$10.29

Customer Charges	Dwelling Units	Rate Per Year	
2/01/2014-2/28/2014	1	\$202.47	\$15.53

#### Other Charges

Total Current Charges	\$25.82
-----------------------	---------

Payments received after 02/28/2014 will be reflected on your next bill.

#### Billing Summary

Previous Balance	Payments	Adjustments	Current Charges	Total
\$27.16	\$27.16	\$0.00	\$25.82	\$25.82

The Narragansett Bay Commission provides your wastewater collection and treatment services.



Narragansett Bay Commission  
One Service Rd.  
Providence, RI 02905

Bill Date	Due Date
07-FEB-2014	28-FEB-2014
Customer No.	
30474	

Total Due
<b>\$188.81</b>
Amount Enclosed
\$ _____

Late Charges will be assessed on  
unpaid account balances over 30  
days from the bill date.

205 GOVERNOR STREET  
PROVIDENCE, RI 02906

042030474000001888188

To ensure proper processing of your payment, please print your account number 30474 on your check.

Please return this portion when paying by mail.

Please mail check to: NARRAGANSETT BAY COMMISSION, P.O. Box 9668 Department 25 PROVIDENCE, RI 02940-9668

Please bring entire bill when paying in person.

Please mail check to: NARRAGANSETT BAY COMMISSION, P.O. Box 9668 Department 25 PROVIDENCE, RI 02940-9668

**Bill Date**  
07-FEB-2014  
**Due Date**  
28-FEB-2014

**Customer No.**  
30474

**Pin No.**  
5150

#### Account Information

Service Address  
205 GOVERNOR STREET  
PROVIDENCE, RI 02906

Customer Type: Commercial  
Account Type: Consumption  
Consumption Rate: \$4.738 per HCF

Meter Number	Dial	Size	Type	Begin Read	End Read	Consumption
15153005	1	3/4"	Actual	60298	61017	719 CF

Consumption Charges	Consumption (HCF)
12/17/2013-1/23/2014	7.19
	\$34.07

Customer Charges	Meter Size	# of Meters	Cost Per Year
2/01/2014-2/28/2014	3/4"	1	\$723.00
			\$55.46

Total Current Charges	\$89.53
-----------------------	---------

Payments received after 02/28/2014 will be reflected on your next bill.

#### Billing Summary

Previous Balance	Payments	Adjustments	Current Charges	Total
\$99.28	\$0.00	\$0.00	\$89.53	\$188.81

Customer Service  
**(401) 461-8828**  
**Office Hours**  
M-F 8:30 am - 4:00 pm  
**Email**  
cs@narrabay.com  
**Website**  
www.narrabay.com

The Narragansett Bay  
Commission provides  
your wastewater  
collection and  
treatment services.



Narragansett Bay Commission  
One Service Rd.  
Providence, RI 02905

Bill Date	Due Date
07-FEB-2014	28-FEB-2014
Customer No.	
38741	

Total Due
<b>\$222.99</b>
Amount Enclosed
\$ _____

Late Charges will be assessed on  
unpaid account balances over 30  
days from the bill date.

747 MAIN STREET  
WORCESTER, MA 02610

042038741700002229929

To ensure proper processing of your payment, please print your account number 38741 on your check.

Please return this portion when paying by mail.

Please mail check to: NARRAGANSETT BAY COMMISSION, P.O. Box 9668 Department 25 PROVIDENCE, RI 02940-9668

Please bring entire bill when paying in person.

Please mail check to: NARRAGANSETT BAY COMMISSION, P.O. Box 9668 Department 25 PROVIDENCE, RI 02940-9668

**Bill Date**  
07-FEB-2014  
**Due Date**  
28-FEB-2014

**Customer No.**  
38741

**Pin No.**  
1786

#### Account Information

Service Address  
176 NARRAGANSETT AVENUE  
PROVIDENCE, RI 02907

Customer Type: Industrial  
Account Type: Consumption  
Consumption Rate: \$3.046 per HCF

Meter Number	Dial	Size	Type	Begin Read	End Read	Consumption
34066650B	1	1 1/2"	Actual	39010	40270	1260 CF

Consumption Charges	Consumption (HCF)	
12/16/2013-1/23/2014	12.6	\$38.38

Customer Charges	Meter Size	# of Meters	Cost Per Year	
2/01/2014-2/28/2014	1 1/2"	1	\$2,413.00	\$185.11

#### Other Charges

<b>Total Current Charges</b>	<b>\$223.49</b>
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Payments received after 02/28/2014 will be reflected on your next bill.

#### Billing Summary

Previous Balance	Payments	Adjustments	Current Charges	Total
\$450.03	\$450.53	\$0.00	\$223.49	\$222.99

The Narragansett Bay  
Commission provides  
your wastewater  
collection and  
treatment services.

COM 1.3 Please provide any reports related to customer complaints/problems received by the Narragansett Bay Commission in the last three years.

**Answer:** Customer concerns, disputes and complaints are handled in the Customer Service Department daily and are addressed promptly. The statistics below are for the FYE 6/30/13.

<u>Account Maintenance Statistics</u>	<u>Fiscal YTD</u>
Customer Phone Calls	44,570
Accounts Investigated	872
Disputes Resolved	3,066
Site Visits Conducted	5,575

By: WEE



COM 1.4 Please provide a copy of all current union contracts for employees at the Narragansett Bay Commission.

***Answer:*** See Attached.

By: WEE

# COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN  
THE

NARRAGANSETT BAY COMMISSION

AND

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL

ON BEHALF OF

PUBLIC SERVICE EMPLOYEES'  
LOCAL UNION 1033

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
AFL-CIO

FOR THE TERM  
JULY 1, 2011 THROUGH JUNE 30, 2014

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## INTRODUCTION

This Agreement is entered into as of the 1<sup>st</sup> day of July 2011 by and between the Narragansett Bay Commission (hereinafter referred to as "NBC" or "Employer") and Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America AFL-CIO (hereinafter referred to as "Union" or "Local 1033").

Rates of compensation, benefits, hours of work and other terms and conditions of employment are set forth herein.

The NBC and Union encourage harmonious relations and peaceful procedures for the resolution of differences.

Delivery of services to the public in the most efficient, economical, effective, productive and safe manner is of paramount importance to the NBC and Union.

## ARTICLE 1 RECOGNITION

1.1 The NBC recognizes Local 1033 as the sole and exclusive bargaining agent for all employees within the unit certified by the Rhode Island State Labor Relations Board in representation case numbered and docketed as EE-3315, excepting those employees as may be lawfully excluded from the bargaining unit.

1.2 The NBC agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The NBC and the Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the Union protected by the *Rhode Island State Labor Relations Act*. The NBC and the Union agree that they will continue policies of non-



discrimination on the basis of an individual's race, color, creed, national origin, disability, religious affiliation, gender, age, sexual orientation or preference, or any other bases of prohibited discrimination. All references to an employee covered by this Agreement as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

1.3 Nothing contained herein shall be construed or interpreted so as to prevent compliance with any obligation imposed by the *Americans with Disabilities Act of 1990*.

1.4 The NBC and Union agree to maintain joint participation in NBC's Affirmative Action Advisory Committee in accordance with existing practices.

## ARTICLE 2 MANAGEMENT RIGHTS

2.1 Except to the extent that there is contained in this Agreement express and specific terms and provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibilities of the NBC to manage, direct and supervise its operations and affairs are retained by and reserved exclusively to it, including but not limited to: the right to direct, hire, layoff, promote, transfer and assign employees, including without limitation, determining work to be performed, scheduling work, shifts and hours, promoting employees, and establishing and maintaining standards for quality of work; to suspend, demote, discharge or otherwise discipline employees for just cause, or to relieve employees from duties because of lack of work or for other economic or operational reasons; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including without limitation, the right to subcontract or privatize. The

Employer has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the rights in this Article do not conflict with the terms and conditions of this Agreement and applicable law.

No provision of this Agreement shall be applied or construed to limit, impede, or abridge any of NBC's statutory authority or obligations.

### ARTICLE 3 UNION SECURITY AND DUES DEDUCTION

3.1 Upon receipt by the NBC of a signed, voluntary authorization form by the employee, the NBC agrees to deduct from the pay of said employee Union membership dues and service fees as appropriately levied in accordance with its constitution and bylaws and remit the aggregate amount to the Secretary/Treasurer of Local 1033. Membership in the Union may be determined by each individual employee in the bargaining unit. All non-members of the Union shall pay to it a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the regular bi-weekly membership of said organization. Such service fees shall be deducted by the NBC from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The NBC shall give written notice to the Secretary/Treasurer of the Union of those employees within the bargaining unit who become eligible for membership in the Union. The Union shall indemnify, defend and hold harmless the NBC and its officials, representatives, and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all



reasonable legal costs that shall arise out of or by reason of action taken or not taken by the NBC in compliance with the provisions of this Article.

#### ARTICLE 4 SCHEDULE AND HOURS OF WORK

4.1 It is agreed that there shall be two (2) basic work weeks as follows:

1. A thirty-five (35) hour work week, consisting of five (5) consecutive days Monday through Friday of seven (7) consecutive hours exclusive of unpaid lunch period.

2. A forty (40) hour work week, consisting of (5) consecutive days of eight (8) consecutive hours.

Notwithstanding Sections 1 and 2 above, it is recognized that various other work schedules exist, which are peculiar to and appropriate for certain positions and which are acknowledged by the NBC and the Union to be consistent with the terms of this Agreement. Positions are hereby assigned to a work week in accordance with Schedule A.

4.2 Employees shall be granted a fifteen (15) minute break during the first and second halves of each workday. All employees shall be granted a meal period of not less than one-half (1/2) hour duration nor more than one (1) hour duration during each workday to be determined by the workday and schedule that applies. [Seven (7) hour work day, one (1) hour meal period; eight (8) hour workday, one-half (1/2) hour meal period.] It is expressly understood that the NBC retains the right to regulate and schedule the break periods established herein.

4.3 At the NBC's discretion, but subject to its statutory bargaining obligation, the schedule for work by shifts and hours may be changed to accommodate the NBC's

statutory dictates, to enhance its efficiency or to maximize the delivery of services to the public.

4.4 Shift hours, upon being scheduled, will be posted.

4.5 When an employee is authorized and directed in writing by the NBC to work in a higher classification for a period of more than three (3) consecutive working days, that employee shall receive the lowest salary rate for that classification which provides a pay increase, retroactive to the first day of such assignment. Written authorization and direction to work in a higher classification shall be given to the employee within twenty-four (24) hours of the assignment.

#### ARTICLE 5 SALARY AND WAGE SCHEDULE

The salary and wages of the employees shall be in accordance with Schedules B, C, and D attached hereto and made a part hereof.

Effective the first full pay period after July 1, 2011, all bargaining unit classifications shall receive a one and three-quarter percent (1.75%) increase which is reflected in Schedule B.

Effective the first full pay period after July 1, 2012, all bargaining unit classifications shall receive a two percent (2.00%) increase which is reflected in Schedule C.

Effective the first full pay period after July 1, 2013, all bargaining unit classifications shall receive a two and one-quarter percent (2.25%) increase which is reflected in Schedule D.

All employees represented by Local 1033 who are eligible for additional steps in the wage schedule will receive it in the first full pay period after July 1 of subsequent years.

Effective the first full pay period after July 1, 2013, the wage schedule will be amended to add a twelfth (12<sup>th</sup>) step.

Employees hired or promoted between July and December will be eligible for a step increase the subsequent July. Employees hired between January and June will be eligible for the cost of living adjustment only, if applicable, in July.

5.1 Advancement Incentive and Stipend – The NBC agrees to pay a stipend on a one-time only basis during the course of this Agreement in the amount of five hundred (\$500) dollars payable within thirty (30) days of NBC's receipt of proof that an employee has obtained a level of certification beyond that required by his current job classification after the employee's date of hire. There shall be no pyramiding of this benefit. In addition to paying the aforementioned stipend, the NBC shall also upgrade an Operator I to Operator II when he obtains an Operator II license and provides said proof within thirty (30) days of receipt of such proof.

#### ARTICLE 6 SHIFT DIFFERENTIAL

6.1 All employees who are regularly assigned to a work shift that commences at or after 3:00 p.m. and prior to 7:00 a.m. shall receive an additional one dollar and twenty cents (\$1.20) to their regular hourly rate.

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## ARTICLE 7 OVERTIME

7.1 It is agreed that when it becomes necessary for the efficient conduct of the operations, affairs and business of the NBC, it may direct or authorize overtime work opportunities.

7.2 Overtime work opportunities shall be defined as the required performance of work in excess of the established work week.

7.3 Time and one-half shall be paid for all hours worked or paid for in excess of the employees' standard work week (35/40 hours) excepting sick leave or leave without pay; and each instance shall not be dependent on any other instance, and there shall be no duplication or pyramiding of overtime.

7.4 Overtime work opportunities shall be distributed fairly and equitably among eligible employees capable to perform the work in their respective divisions and classifications. These records will be furnished to the Union upon written request. NBC shall maintain records of the distribution of overtime opportunities and overtime payments in accordance with the law.

7.5 In any given pay period in the event that an employee discharges any sick leave, either with pay or without pay, he shall be permitted to work overtime only after he has worked his full thirty-five (35) or forty (40) hours, whichever is appropriate. Should an employee, who has discharged sick leave as stated above, accept work opportunities beyond the employee's regularly assigned hours of work, said employee shall receive straight time wages until he has worked a full work week. Should an employee, who has discharged sick leave as stated above, be directed by the NBC to work hours beyond the employee's regularly assigned hours of work, he shall receive overtime wages.

Overtime, for purposes of this Section, shall mean the performance of hours of work in any work week which are in excess of an employee's established work week schedule, or when requested by the employer. Hours which are paid for but not actually worked, except planned vacation days, personal days, jury duty, and leave for death in the employee's immediate family shall not be counted as hours worked nor shall they otherwise be used in computing overtime compensation.

Notwithstanding other subsections of this Section, an employee who is granted leave with or without pay for the purpose of fulfilling a military obligation shall be eligible to perform overtime work.

7.6 A member of Local Union 1033 may perform bargaining unit work of the other bargaining unit consistent with current practices. Prior to implementing this provision, NBC will first exhaust offering overtime opportunities to the bargaining unit members within the appropriate section before offering it to the members of the other bargaining unit within the appropriate section. If there is no employee from within the appropriate section of either bargaining unit available, then NBC may assign the work to a non-union employee.

7.7 Snow Removal -- Notwithstanding Section 7.6, the parties agree that for purposes of snow removal that they will adhere to current practices, including the parties' November 1, 2007 letter agreement and will call qualified members of the respective bargaining units, regardless of Section, prior to offering said opportunity to a member of a different bargaining unit.

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## ARTICLE 8 HOLIDAYS

8.1 The following days are recognized and shall be listed as official holidays: New Year's Day; Birthday of Martin Luther King, Jr.; Memorial Day; Independence Day; Victory Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; any day on which a general election of officers is held as Election Day; any day which the Governor shall appoint as a holiday; any day which shall hereafter be appointed by the General Assembly to be a holiday.

8.2 Unless required to work pursuant to provisions of Section 8.4, an employee shall be entitled to time off at his regular rate of pay for the holidays specified above. When such holidays fall on his regularly scheduled work day, he shall be credited with the number of hours in his official work schedule for the day.

8.3 An eligible employee who is not required to work on a day observed as a holiday under this Article shall receive his ordinary straight time rate of pay for that day and no additional compensation.

8.4 Whenever an eligible employee is required to work on a day observed as a holiday under this Article, he shall receive his ordinary straight time pay for that day and time and one-half his straight time pay for each hour actually worked.

Whenever an eligible employee is required to work on Saturday or Sunday when a recognized holiday set forth in this Article falls on a Saturday or Sunday, he shall receive his ordinary straight time rate of pay for that day, and time and one-half of his straight time pay for each hour actually worked; provided, however, that should that employee also be scheduled and required to work on the preceding Friday or following Monday, which is the observed holiday pursuant to the attached Schedule E, he will be compensated his ordinary straight time pay for that day.

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If an employee requests the Saturday or Sunday holiday off, he may be granted time off in accordance with governing provisions of this Agreement. This time off shall be paid as Holiday Time. Should the employee then work Friday or Monday, the observed holiday, he shall receive straight-time pay.

8.5 If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his absence on that date.

8.6 Notwithstanding any other provision of this Agreement, an employee who uses sick leave either the workday before or the workday after a holiday listed in this Article, may, in the discretion of the NBC, be required to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work in order to be eligible to receive holiday pay; provided, however, that the individual employee has been given notice of the requirement prior to the holiday.

NBC and the Union understand and agree that this Section 8.6 shall apply as follows: Should an employee call in sick or attempt to use sick leave on either his workday scheduled before or after a holiday listed in Section 8.1, then such an employee shall receive verbal or written notice of the requirement to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work on any future claim for sick leave within the ensuing year for either the scheduled workday before or scheduled workday after a holiday. This provision shall not be applied to employees who discharge multiple days of sick leave which are inclusive of the day before or day after a holiday and who have provided sufficient medical documentation related thereto. Nothing herein shall be construed to limit, restrict, or

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abridge any of NBC's other rights to police and monitor the use of sick leave in accordance with any other provision of this Agreement.

#### ARTICLE 9 SPECIAL TIME OFF

9.1 Whenever it appears desirable, in the best interests of the NBC and its employees to allow collective absence from duty, the NBC may authorize employees to be excused at a stated time, providing that enough employees remain on duty to carry on crucial work. Employees who are required to work when other employees are so excused shall be paid their regular rate of pay. In addition, those employees shall receive time and one-half for each hour worked.

9.2 Each bargaining unit employee shall be granted a maximum of two (2) hours annually to attend an authorized Union social event on the condition that: (1) the Union seeks and obtains advance written approval from NBC's Labor and Employee Relations Manager thirty (30) days before the social event, and (2) the employee and Union submit evidence satisfactory to NBC that the employee attended the event.

#### ARTICLE 10 SENIORITY, SHIFT ASSIGNMENTS, POSTING AND FILLING OF VACANCIES, LAYOFFS, RECALLS AND PROBATIONARY EMPLOYEES

10.1 The NBC and the Union recognize that seniority, as defined in this Article shall apply for the purposes of selecting shift preferences, days off, vacation time, vacation accrual, holiday leave, layoffs and recall within a classification.

10.2 The parties agree to recognize seniority as defined in the following manner:

- a) **Primary Seniority** – Length of service within a classification.

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- b) **Secondary Seniority** – Length of service in which an employee has worked in the next lower-rated classification hierarchy.
- c) **Total Seniority** – Length of service as an NBC employee, inclusive of service as an employee of the State of Rhode Island before July 1, 1999 and service as an employee of the City of Providence before May 1, 1982. Any NBC employee hired on or after July 1, 1999, shall not have any prior service with the State of Rhode Island or the City of Providence included as part of total seniority.

10.3 The NBC shall maintain a seniority list of employees by classification which shall be forwarded to the Union office semi-annually.

10.4 Shift assignments shall be posted and awarded to the employee with the most primary seniority.

10.5 This Section shall apply to filling vacancies in bargaining unit positions which NBC determines to fill. Upon declaration of a vacancy by NBC, notice of the vacancy shall be posted on the Union bulletin boards for a period of ten (10) days. Any employee may submit a bid for the vacancy to the Human Resources Manager, in writing, during the posting period.

10.6 In filling any vacancy, it is agreed and recognized that consideration shall be given by NBC to ability, qualifications and seniority. Where ability and qualifications are adjudged relatively equal by NBC between or among bidders for a vacancy, seniority shall govern.

NBC shall give due consideration to filling vacancies from employees within the bargaining unit through the application of this Section; provided, however, if no employees qualified for the posted job submit bids for the job, NBC may fill the job from any source.

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Any disagreement regarding the application of this Section shall constitute a grievance and be processed in accordance with the grievance and arbitration provisions of this Agreement.

10.7 In the event of lay-off, employees shall be laid off in the inverse order of seniority. A two-week notice of lay-off shall be given to the employees so affected.

10.8 In the event of recall, which is limited to a three (3) year period, the order of layoff described above shall be reversed; however, two (2) weeks recall notice shall not be required. An employee separated from NBC's payroll by virtue of layoff or reduction in force shall at all times during the recall period, keep NBC apprised of his current address and telephone numbers.

10.9 A probationary period shall not be required in the event of demotion.

10.10 An employee's accrual of seniority shall be terminated and seniority rights forfeited during the following breaks in service:

- a) Discharge, quit, retirement, or resignation;
- b) Failure to give notice of intent to return to work after a recall within ten (10) days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall absent extenuating circumstances;
- c) Failure to notify NBC of his absence from work within three (3) working days unless extenuating circumstances prohibit such notice;
- d) Failure to renew a leave of absence;
- e) Engaging in other work without authorization while on leave of absence;
- f) Layoff for a period of thirty-six (36) consecutive months or for a period equal to the employee's seniority, whichever is less.

10.11 Any newly hired member of the bargaining unit shall serve a six (6) month probationary period, commencing on the first day of employment. The six (6) month probationary period shall mean one hundred thirty (130) days actually worked in a classification. During said employment period, a probationary employee may be

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terminated for any reason, in the sole and exclusive discretion of the NBC, and shall have no redress through the grievance procedure.

10.12 An employee who is promoted shall serve a trial period up to one hundred thirty (130) actual working days during which time the NBC shall assess his ability to perform the duties of the position. If, in NBC's judgment, the employee is removed from the position at any time during the trial period, he shall be reinstated to his previous position.

10.13 Newly hired probationary employees shall not accrue vacation leave or seniority until the successful completion of the probationary period, at which point such entitlements shall accrue retroactive to the first date of employment. A probationary employee shall accrue and may discharge sick leave in accordance with the provisions of Article XII.

10.14 Other than those conditions stated in this Article, any and all rights and benefits provided by this Agreement shall apply to newly hired probationary employees, unless the parties agree otherwise.

#### ARTICLE 11 VACATIONS

11.1 Effective the first pay period each calendar year, employees shall be credited with vacation hours in accordance with the following schedule. Said hours shall not be subject to accrual and shall be designated as "Up Front Hours." The balance of an employee's vacation entitlement shall be subject to accrual in accordance with the following schedule. All vacation hours subject to accrual shall be accrued according to the following formula:

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### SCHEDULE

YEARS OF SERVICE	UPFRONT HOURS		HOURS SUBJECT TO ACCRUAL		TOTAL HOURS	
	<u>35 hrs.</u>	<u>40 hrs.</u>	<u>35 hrs.</u>	<u>40 hrs.</u>	<u>35 hrs.</u>	<u>40 hrs.</u>
At least 6 months but not more than 5 years	14	16	56	64	70	80
At least 5 years but not more than 10 years	14	16	91	104	105	120
At least 10 years but not more than 15 years	28	32	98	112	126	144
At least 15 years but not more than 20 years	28	32	112	128	140	160
At least 20 years but not more than 25 years	63	72	119	136	182	208
Twenty-five years or more	63	72	133	152	196	224

### SCHEDULE OF ACCRUAL

HOURS SUBJECT TO ACCRUAL		RATE
<u>35 Hours</u>	<u>40 Hours</u>	
56	64	.0308
91	104	.0500
98	112	.0538
112	128	.0615
119	136	.0654
133	152	.0731

"Up Front Hours" shall be indicated on the employee's payroll stub. The employee's balance of vacation entitlement shall be indicated by a separate entry on his

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payroll stub. New employees shall not be able to discharge earned vacation for a period of six (6) months.

11.2 In the event that an employee's work week schedule is changed from a standard forty (40) hour work week to a standard thirty-five (35) hour work week or in the event that an employee's work week is changed from a standard thirty-five (35) hour work week to a standard forty (40) hour work week, his accrued hours shall not be adjusted to reflect an equivalent number of days vacation in the new work week schedule. For example: If any employee is entitled to a total of fifteen (15) days vacation and is assigned to work a standard forty (40) hour work week is changed to a standard thirty-five (35) hour work week, the hours accrued pursuant to the formula for a standard forty (40) hour work week shall not be reduced to reflect an equivalent of seven (7) hour days vacation that would have been accrued in a standard thirty-five (35) hour work week schedule. Conversely, if an employee assigned to a thirty-five (35) hour work week is changed to a standard forty (40) hour work week, his accrued vacation hours shall not be increased to reflect an equivalent number of eight (8) hour days vacation that would have been.

11.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation credits, such employee or his estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his credit as of the date of termination.

11.4 Vacation leave assignments shall be made in a fair and equitable manner. Each employee shall be allowed to take at least two (2) consecutive weeks (i.e. 70 hours for 35-hour employees or 80 hours for 40-hour employees) of vacation during the

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calendar year. The time of said vacation shall be with the approval of the immediate supervisor. Such approval will not be unreasonably withheld. Should a question arise between the employees as to when their vacation will be taken, the senior employee shall have preference.

11.5 Employees shall be allowed to carry over from one year to another not more than the vacation time accrued and credited in one year.

11.6 The NBC shall retain the final right to approve or deny all employee vacation leave requests. During the period of March 1 through March 31 of each calendar year, an employee may submit to his section manager, in writing, the vacation dates the employee desires to schedule for the period beginning May 1 and ending September 30. Another open request period will be made available beginning September 1 to September 30 for vacation dates the employee desires to schedule for the period beginning November 1 and ending January 31. The appropriate manager will approve or deny such request in writing not later than April 20 and October 21 of that calendar year. If during the open request periods two (2) or more employees request the same vacation date(s) and the NBC determines to approve some but not all vacation requests, the request of the senior employee shall be honored. Vacation scheduling requests received after the open request period shall be approved or denied by seniority by 3:00 p.m. on the Friday of the preceding week or within ten (10) days of submission, whichever is earlier.

## ARTICLE 12 SICK LEAVE

12.1 Sick leave with pay shall be granted to employees covered by this Agreement subject to the conditions set forth in this Article. Sick leave will be

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authorized for a medically necessary absence from duty because of an inability to work caused by non-work related illness, injury or exposure to contagious disease.

In circumstances in which an employee's spouse, child or parent is ill, the employee may be granted sick leave, in accordance with NBC rules and regulations, if attendance upon said employee's spouse, child or parent is necessary. To be eligible to discharge family sick leave under Article 12, the employee may be required to submit a Family Health Care Provider Certificate on a form mutually agreed to by NBC and the Union substantiating the necessity for attendance upon such ill spouse, child or parent. Sick leave may be granted for less than a full day.

Employees incurring illness or injury arising out of the course of their employment may discharge sick leave during the waiting period before monetary statutory benefits commence.

12.2 Sick leave will not be allowed unless notification of illness or injury is reported in accordance with the following procedure:

A. CALL-IN FOR SICK LEAVE

- 1) All NBC employees in the Operations Division at either Field's Point or Bucklin Point are required to notify the on-duty supervisor at least one (1) hour in advance of the shift or he will be placed on unauthorized, unpaid leave for one (1) hour.
- 2) Any other NBC employee is required to notify his supervisor or his designee at least one-half (1/2) hour before the start of his workday or he will be placed on unauthorized, unpaid leave.
- 3) Any employee who reports to work after the start of his workday without prior notification of his supervisor may not use vacation, sick, or personal time to cover the time lost.

B. TELEPHONE REQUEST

- 1) When requesting sick leave, an employee is required to speak to his supervisor.

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- 2) If the supervisor is not available, the employee shall leave a message on the NBC voice mail system. The employee requesting the sick leave shall specify that he is requesting sick leave and should leave a phone number where he can be contacted by the supervisor.
- 3) The employee shall make the sick leave request himself.
- 4) If an employee fails to telephone a request for sick leave at the proper time (as noted in A above), he will be placed on unauthorized, unpaid leave as noted above.
- 5) For each day he is sick, the employee must telephone to request sick leave for that day unless appropriate medical documentation is submitted to the Office of Human Resources.

#### C. OTHER SICK LEAVE REQUIREMENTS

Any employee who discharges six (6) or more sick leave days in any six (6) month period for any reason; or discharges five (5) days of sick for the same reason (self or family) in any six (6) month period; or who has discharged sick leave in a pattern indicative of suspected abuse or impropriety, shall be notified by NBC and required to submit a Health Care Provider Certificate or other satisfactory evidence to NBC to justify any subsequent request to discharge sick leave for a period of one hundred eighty (180) days. Notwithstanding the foregoing, when an employee discharges sick leave and provides NBC with appropriate and sufficient documentation to justify said use of sick leave, NBC will not count said sick leave usage in the six (6) day and five (5) day time periods referenced above. Any such certificate must be signed by the employee's duly licensed health care provider or eligible family members' duly licensed health care provider, and may be on a Health Care Provider Certificate, and shall include confirmation of the employee's functional impairment to perform his regular duties and responsibilities or the necessity to attend to the eligible family member. NBC reserves the right to require any employee to undergo an independent medical evaluation (IME) by a physician which NBC selects from the Workers' Compensation Court's approved list of IME physicians. The IME physician shall certify the referred employee's functional impairment or his ability to perform his regular duties and responsibilities. NBC shall schedule and pay for any IME to the extent it is not fully covered by the employee's health insurance provided herein. An employee attending an IME shall be granted administrative leave, unless the IME is scheduled while he is discharging sick leave. Should a health care provider's certificate be insufficient in content, NBC may, at its option, require the employee to undergo an IME. An insufficient health care provider's certificate shall not be cause to place an employee on unauthorized, unpaid leave. Should an employee fail to provide the certificate or evidence specified herein, within a reasonable time period set by NBC, or attend a scheduled IME, then he shall be placed on unauthorized, unpaid leave and shall be subject to discipline up to and including discharge.

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An employee afflicted with a singular illness or injury, necessitating an absence of five (5) or more consecutive days, may, in NBC's discretion, be exempted from the mandates of this Section by submitting a written request to NBC's Labor and Employee Relations Manager accompanied by a healthcare provider certificate and/or any other documents reasonably requested by NBC. NBC shall not unreasonably deny any such employee request.

#### D. EXCEPTIONS

The NBC recognizes that from time-to-time, situations arise such as documentable emergencies and there will be a need for an employee to request a deviation from this policy. Each such request shall be considered on its merits on a case-by-case basis and will be approved or denied by the Executive Director or his designee.

12.3 Employees whose basic work week is thirty-five (35) hours shall accrue four (4) hours for each bi-weekly period of service; employees whose basic work week is forty (40) hours shall accrue five (5) hours for each bi-weekly period of service.

12.4 The Union and employees acknowledge and agree that regular and predictable attendance are indispensable and essential functions of each bargaining unit position. Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action. The employees are aware that if reasonable grounds exist to suspect a misuse of sick leave, they may be subject to surveillance during their scheduled working hours.

12.5 When the total accumulation shall amount to 1050 hours (150 days) for an employee assigned to a thirty-five (35) hour work schedule and 1200 hours (150) days for an employee assigned to a forty (40) hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

12.6A When the service of an employee shall be terminated by retirement (mandatory, voluntary or involuntary), or death, such employee or his estate shall be

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entitled to receive fifty percent (50%) of full pay for each hour of accrued sick leave in his credit as of the date of termination.

12.6B On an annual basis the sick leave bonus period will begin at the start of the first pay period in November and end in the last pay period of October the following year, if a non-probationary employee discharges a limited amount of sick leave and has no leave without pay, he shall be eligible to receive a cash bonus as follows:

<u>Hours Used</u> <u>35-Hour Employee</u>	<u>Hours Used</u> <u>40-Hour Employee</u>	<u>Cash</u> <u>Bonus</u>
0 – 21	0 – 24	\$175
21.1 – 35	24.1 – 40	\$125
35.1 – 49	40.1 – 56	\$75
49.1 – over	56.1 – over	-0-

12.7 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation Law, he shall be granted sick leave in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to that part of his salary which is paid as an addition to Workers' Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay. Provided, however, that if it shall be determined during the Workers' Compensation proceeding that the injury resulted from a physical assault arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six (26) weeks of the disability arising from such an assault. During the twenty-seventh (27<sup>th</sup>) week and thereafter for the duration of the employee's disability, deductions from accumulated credit shall be applied as indicated above.

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12.8 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons.

- A. At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- B. It is agreed that pregnant employees, who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the NBC of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months and may be extended by mutual consent for an additional nine (9) months for no more than twelve (12) months. Subject to medical approval and certification, an employee may return to work at her option any time following childbirth.
- C. A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.

12.9 Any employee whose employment requires exposure to occupational hazards shall be granted special sick leave credits not to exceed one hundred twenty (120) hours in a calendar year. Such sick leave credits shall be available and sick leave granted upon written recommendation by the Executive Director that it has been determined by blood tests or other approved methods and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

12.10 Sick Leave Bank – The Union and the NBC agree to the establishment of an Employee Sick Leave Bank ("ESLB"), subject to the terms and conditions set forth herein and such rules and regulations as may be promulgated by the ESLB Committee.

The purpose of the ESLB is to generate a pool of employee-donated sick leave which may be used to compensate eligible employees afflicted with a major or

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catastrophic illness or injury (which is not compensable or covered under the Rhode Island Workers' Compensation Act) and who have exhausted all accrued and accumulated sick leave under Section 12.5 of this Article and all other forms of paid leave which may be accumulated under this Agreement.

The ESLB shall be funded with contributions of an employee from his accumulated sick leave. Employee contributions of sick leave are voluntary, but if made, shall be in an initial minimum amount of five (5) days to join the ESLB and two and one-half (2½) days per annual contribution period.

An employee's election to contribute to the ESLB must be expressed in writing on a form provided by NBC. An employee with less than twelve (12) accumulated days of sick leave shall not be permitted to donate to the ESLB under any circumstances. Employee sick leave contributions to the ESLB shall be made annually during the contribution period commencing December 1 and ending December 31. Adjustments to sick leave balances will be made during the first pay period in the subsequent calendar year. All employee sick leave contributions to the ESLB are irrevocable and without any reversionary rights in the donor-employee.

The ESLB shall be governed and administered by a four (4) member ESLB Committee consisting of two (2) designees of the Union, NBC's Executive Director or his designee and NBC's Labor and Employee Relations Manager who shall serve as a non-voting ex-officio member.

The ESLB Committee shall use such data and criteria as it, in its sole discretion, deems necessary for the purpose of assessing and passing upon the merits of any application for sick leave benefits, including but not limited to:

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a) competent medical evidence from a board certified specialist in a relevant field of medicine related to the applicant's affliction, verifying the applicant's diagnosis, treatment, disability from conducting the regular duties and responsibilities of his employment and prognosis;

b) prior utilization and exhaustion of all other sick leave benefits and all other forms of paid leave by the applicant pursuant to other Sections of this Article;

c) the amount of sick leave days donated in the bank and available for all employees in the bargaining unit; and

d) the number of applicants.

No employee shall be entitled to apply for or use sick leave benefits from the ESLB for the illness of anyone but the employee himself. No employee shall be entitled to apply for or use sick leave benefits from the ESLB unless he shall have contributed the initial minimum of five (5) days to join the ESLB and such other contribution requirements as the ESLB Committee may promulgate. No employee who is or has received Workers' Compensation benefits or benefits under the Temporary Disability Act shall be eligible to apply for or receive sick leave benefits from the ESLB. No employee may receive more than sixty (60) days of donated sick leave within five (5) calendar years, unless an extension is granted by the ESLB Committee. An employee discharging donated sick leave shall do so at his regular straight-time rate of pay.

Neither NBC nor the Union shall bear any obligation to replenish the depletion of the ESLB bank; provided, however, in the event of depletion, an employee with the requisite twelve (12) days minimum of accumulated sick leave may donate a portion of his excess accumulation to the ESLB.



Should the ESLB be abolished through collective bargaining, interest arbitration or otherwise, there shall be no payment or restitution of contributed sick leave to any employee. Any and all disputes of any nature arising out of the administration of the ESLB shall not be subject to the grievance and arbitration provisions of this Agreement, it being expressly understood and agreed that all decisions of the ESLB Committee shall be final and binding.

12.11 Light Duty – The parties recognize the desirability of light duty assignments as a means of returning injured bargaining unit employees to productive employment.

The Executive Director, or his designee, with the agreement of the Union, shall define and assign transitional employment for bargaining unit employees who have job-related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon receipt of clearly defined medical verification subject to the terms herein, the parties hereto shall agree to modify the tasks of the injured employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury, and consistent with the needs of the NBC.

If no transitional employment is available in the employee's classification, the employee may be offered work outside his classification on a limited basis with approval of the Union.

The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the Union, and the NBC's Executive Director and the employee. The transitional employment period shall not exceed six (6)

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months unless mutually agreed upon by the Union, the Executive Director and the employee, with supporting medical documentation. In addition, the employee shall submit medical documentation on a monthly basis to the NBC.

If the employee cannot return to this classification and/or assignment based upon medical verification after attaining maximum medical improvement, the NBC will attempt to assist the employee with employment, education, or training in accordance with Workers' Compensation laws and any applicable state law.

If the injury is not job-related and the employee requests to return to work, the Executive Director, upon receipt of medical verification that the injured employee can perform limited tasks in his classification, subject to the needs of the department, and with the agreement of the Union, may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave. Any agreement or approval of the Union under this Section shall not be unreasonably withheld.

Any such transitional employee will not displace or otherwise adversely affect any bargaining unit member while participating in existing statutory rights or responsibilities, including those contained in Title 28 or 42-87 of the R.I.G.L. or in the *Americans with Disabilities Act of 1990*.

12.12 To the extent it may be applicable, the Employer agrees to comply with governing state or federal medical leave legislation including the *Family and Medical Leave Act*, and the *Rhode Island Parental and Family Medical Leave Act*, as may be amended.

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ARTICLE 13  
HEALTH AND DENTAL INSURANCES

13.1 Health and dental insurances for all employees in the bargaining unit shall be provided as follows.

NBC shall provide and said employees shall annually elect coverage as follows:

Option #1: See Benefit Summary set forth in Schedule F; or

Option #2: See Benefit Summary set forth in Schedule F.

Employee premium co-payment obligations for individual coverage are as follows:

Effective the first full pay period after July 1, 2011, employee co-sharing shall be the lesser of two percent (2.00%) of employee's base wages or thirteen percent (13.00%) of premium.

Effective the first full pay period after July 1, 2012, employee co-sharing shall be the lesser of two and one-half percent (2.50%) of employee's base wages or sixteen percent (16.00%) of premium

Effective the first full pay period after July 1, 2013, employee co-sharing shall be the lesser of three and one-quarter percent (3.25%) of employee's base wages or twenty percent (20.00%)

Employee premium co-payment obligations for family coverage are as follows:

Effective the first full pay period after July 1, 2011, employee co-sharing shall be the lesser of five percent (5.00%) of employee's base wages or thirteen percent (13.00%) of premium.

Effective the first full pay period after July 1, 2012, employee co-sharing shall be the lesser of six and three-quarters percent (6.75%) of employee's base wages or sixteen percent (16.00%) of premium.



Effective the first full pay period after July 1, 2013, employee co-sharing shall be the lesser of eight and three-quarters percent (8.75%) of employee's base wages or twenty percent (20.00%) of premium.

Employees shall execute a payroll deduction authorization to satisfy the cost-sharing obligations under this Section. Employees may elect to pay their premium co-payments through payroll deduction on a pre-tax basis.

These coverages shall be individual or family as appropriate and as allowed under the rules of the provider.

Annual Wellness Incentives in the amount of \$300 for the contract year commencing July 1, 2011; \$400 for the contract year commencing July 1, 2012; and \$500 for the contract year commencing July 1, 2013, shall be applied to reduce employee co-share contributions providing employees satisfy the wellness criteria established by NBC.

13.2 NBC shall provide and bear the full cost of dental insurance for all employees in the bargaining unit, with an annual benefit of \$1200 per person/\$1200 lifetime orthodontia.

13.3 If an employee provides evidence of coverage with an alternative and substantially equivalent form of health insurance, and makes a voluntary written election to waive his right to health insurance on a form provided by NBC, he shall receive a stipend in lieu of coverage. The stipend in lieu of coverage shall not be included in base compensation for either pension or longevity calculation, nor shall it be considered for purposes of calculating any other employee benefit. The stipend in lieu of coverage shall be limited to two thousand five hundred (\$2500) dollars per calendar year (i.e. January to December) and may be prorated based upon the number of pay periods in

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which the waiver is effective. Any employee electing to waive health insurance coverage may rescind the election in conformance with the benefit status changes outlined in IRC 1.125-4. Rescission must be in writing on a form provided by NBC.

13.4 If an employee makes a voluntary written election to waive his right to dental insurance on a form provided by NBC, he shall receive a stipend in lieu of coverage. The stipend in lieu of coverage shall not be included in base compensation for either pension or longevity calculation, nor shall it be considered for purposes of calculating any other employee benefit. The stipend in lieu of coverage shall be one hundred ten (\$110) dollars per calendar year (i.e. January to December) and may be prorated based upon the number of pay periods in which the waiver is effective. Any employee electing to waive dental insurance coverage may rescind the election in conformance with the benefits status changes outlined in IRC 1.125-4. Rescission must be in writing on a form provided by NBC.

13.5 Notwithstanding any provision of this Article, after thirty (30) days notice to the Union, NBC shall have the right at any time to provide substantially equivalent group health or dental coverages under different plans than those referenced in Sections 13.1 and 13.2.

#### ARTICLE 14 RETIREMENT

14.1 Unless otherwise modified by mutual agreement of the parties, all employees employed by the NBC, will become members of the State Employees Retirement System, and will make contributions pursuant to the applicable statutes. Further, unless modified by mutual agreement of the parties, the NBC will not be obligated to contribute to any other pension system.

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ARTICLE 15  
GROUP LIFE INSURANCE

15.1 Employees may participate in and purchase group life insurance coverage at an employee cost.

ARTICLE 16  
LEAVE WITHOUT PAY

16.1 It is agreed that upon written application, an employee may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, or other purpose deemed proper and approved by NBC.

ARTICLE 17  
JURY LEAVE

17.1 Every employee covered by this Agreement who is required to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay or his jury duty pay, whichever is the greater.

17.2 Every employee covered by this Agreement who is subpoenaed to appear in court on NBC business on a day off or during vacation, shall be compensated for the time expended. Any employee who expends time in accordance with this Section shall be paid at the rate of time and one-half. A minimum of four (4) hours shall be allocated to each employee, regardless of the time expended less than four (4) hours.

ARTICLE 18  
MILITARY LEAVE

18.1 Every employee covered by this Agreement who has left or shall leave said position by reason of entering the armed forces of the United States (Active, Reserve or National Guard) and who has been employed for one hundred eighty (180)



or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position, commencing with the time of leaving said position for said purpose of continuing throughout the duration of said absence required by continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

18.2 For the first sixty (60) calendar days of such involuntary absence, every such employee shall be paid by the NBC the same amount as he would have received had he not been absent from his position.

18.3 During the part of the period of leave described above for which the employee shall receive his salary, he shall also accrue such sick leave and annual leave credits as he would have accrued while working in said position during such period of sixty (60) days.

18.4 Employees on military leave shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in these regulations.

18.5 At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

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ARTICLE 19  
MILITARY TRAINING LEAVE

19.1 Employees covered by this Agreement, who by reason of membership in the Reserve Forces of the United States or the National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose.

19.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

19.3 Such training activities as defined in this Section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

ARTICLE 20  
CALL-IN TIME

20.1 Employees who are called in to report for emergency work after having left their place of employment and outside their regular scheduled work hours shall receive not less than four (4) hours pay at their overtime rate.

ARTICLE 21  
BULLETIN BOARDS – MILEAGE

21.1 The NBC agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted.

21.2 Any employee authorized by the NBC to use his personal car in carrying out his official duties shall be compensated at the rate set by the travel regulations of the Federal General Services Administration or as amended by it.

## ARTICLE 22 UNION REPRESENTATION

22.1 Designation of Union Representatives – The NBC shall be required to recognize any employee as a Union representative provided that the Union has informed the NBC, in writing, of the employee's name, department, and designation as a Union representative. Among the NBC employees within the bargaining unit, the Union may designate and the NBC will recognize not more than any two (2) representatives to serve as the Union's agents in grievance representation of employees; provided, however, that the NBC will recognize up to four (4) representatives for collective bargaining agreement negotiations.

22.2 Leave for Union Business – The NBC will pay properly designated Union representative(s) (but in no event more than two [2] representatives for a grievance and four [4] representatives for collective bargaining negotiations) at his straight-time rate of pay for scheduled work hours lost in attendance at meetings with the NBC pertinent to collective bargaining, grievance adjustment, or representing an employee at any step of the grievance procedure and arbitration. The NBC may refuse to grant leave under this Section if, in the judgment of the NBC, the employee's absence would adversely impact the operations of the employee's department or section. Provided, however, that when an employee intends to be absent because he will be serving as a representative at a grievance, arbitration or Unfair Labor Practice (ULP) hearings, he shall be required to

notify his Section Head of his intended absence at least one (1) week prior to the scheduled arbitration or ULP hearing.

Properly designated and authorized officers or stewards of the Union, not to exceed six (6), shall be granted time off without loss of pay, not to exceed thirty (30) hours per fiscal year per officer or steward, for the purpose of attending meetings of Public Service Employees' Local Union 1033, the Rhode Island Laborers' District Council or the Laborers' International Union of North America. It is expressly understood and agreed that the Union shall provide to NBC's Labor and Employee Relations Manager at least three (3) days advance notice of the date of any such scheduled meeting.

#### ARTICLE 23 DISCIPLINE

23.1 The NBC hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this Agreement. Any reprimand will be conducted privately and in such a manner as to avoid embarrassment to the employee.

23.2 The NBC shall notify the Union's Business Manager in writing of the imposition of a form of discipline other than an oral reprimand. At any meeting at which the principal topic is the imposition of discipline, except for a counseling session, an employee will be informed of his right to Union representation. The NBC will honor any request in those circumstances.

23.3 Prior to imposing discipline or termination, the NBC may place an employee on administrative leave for a period of three (3) days. The NBC shall provide

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the employee with notice of allegations of misconduct and afford the employee an opportunity to be heard. If required, the period of administrative leave may be extended to ten (10) days.

23.4 If a disciplined employee has not engaged in any further misconduct or violated applicable employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibilities of his position, then documentation of the following forms of discipline shall be expunged from his employment records after expiration of the time period indicated.

FORM OF DISCIPLINE	TIME PERIOD
Oral Reprimand	6 months
Written Reprimand	1 year
Suspension	2 years from the final date of the suspension term
Demotion	2 years from the effective date of the demotion

An employee's request for expungement will not be considered by the NBC unless it is submitted in writing to his immediate supervisor and a copy of that notice is contemporaneously delivered to the Labor and Employee Relations Manager.

23.5 An employee who has exhausted all forms of leave under this Agreement and fails to report to work may be discharged, provided just cause exists.

#### ARTICLE 24 GRIEVANCE AND ARBITRATION PROCEDURES

##### 24.1 Definition; Exemptions; Exclusivity

A grievance is a dispute between the employee (or the Union) and the NBC which involves the application, meaning or interpretation of the provisions of this

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Agreement; provided, however, that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this Article shall comprise the sole and exclusive dispute resolution process for a grievance.

#### 24.2 Procedural Steps

Step 1 – Not later than five (5) days, excluding weekends and holidays, after the event giving rise to the grievance, or when the employee knows or with the exercise of reasonable diligence should have known of the event giving rise to the grievance, whichever is later, the employee (or the Union) must submit his grievance in writing to his section manager. The section manager or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the section manager or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 2 – If the grievance is not settled at Step 1, it shall be presented in writing by the employee (or the Union) to the Executive Director within ten (10) days thereafter, excluding weekends and holidays. The Executive Director shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Executive Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

24.3 Written Presentation – All grievances presented in accordance with the procedures set forth in Section 24.2 shall be signed by the aggrieved employee or a duly authorized Union representative. The signer of the grievance shall make a good faith and *bona fide* effort to state: the facts giving rise to the grievance; the provisions of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved

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employee(s); and remedy sought. The Labor and Employee Relations Manager or the Executive Director may request a meeting with the employee and his duly authorized Union representative.

24.4 Time Limitations – The time limitations set forth in Section 24.2 are the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 24.2, the Employer and Union may extend them by mutual written agreement.

24.5 Submission to Arbitration – Any grievance as defined in Section 24.1 of this Article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the NBC with written demand for arbitration within ten (10) days, excluding weekends and holidays, after the response of the NBC is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

24.6 Arbitrator Selection – The Union's demand for arbitration shall be submitted to the Labor Relations Connection (LRC) with a request that it furnish to the Union and the NBC a list of qualified and impartial arbitrators. The arbitration process shall be governed by the LRC's Labor Arbitration rules in effect as of the date of the demand for arbitration.

24.7 Arbitrator's Authority and Jurisdiction – The authority and jurisdiction of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement. The arbitrator shall have no authority:

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to add to, detract from, alter, amend or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which: (a) is violative or inconsistent with any of the terms of this Agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this Agreement; or (c) involves any matter wherein the NBC's decision is final and binding under either the terms of this Agreement or by applicable law.

24.8 Binding Effect – Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

24.9 Fees and Expenses of Arbitration – The fees of the LRC and the fees and expenses of the arbitrator shall be shared equally by the Union and the NBC.

## ARTICLE 25 PERSONAL BUSINESS LEAVE

25.1 Personal leave shall be credited to employees in accordance with the attached Schedule G. Employees shall not be requested to state a reason for personal leave. Personal leave shall not be carried over from year to year. An employee must obtain NBC's approval to discharge personal leave by providing at least twenty-four (24) hours notice in advance of the time requested personal leave is to commence. A request for personal leave shall not be granted if, in NBC's judgment, it would interfere with efficient operations; but shall not otherwise be unreasonably denied.



ARTICLE 26  
BEREAVEMENT LEAVE

26.1 Bereavement leave shall be granted to NBC employees for the death of their family members in accordance with the following:

<u>DECEASED FAMILY MEMBER</u>	<u>NUMBER LEAVE DAYS</u>
Spouse	5
Child	5
Mother	5
Father	5
*Domestic Partner	5
Step Child	3
Sister	3
Brother	3
Grandchild	3
Relative Living in Household	3
Mother-in-Law	2
Father-in-Law	2
Grandmother	2
Grandfather	2
Daughter-in-Law	2
Son-in-Law	2
Step Parents	2
Aunt/Uncle	1
Niece/Nephew	1
**First Cousin	1

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\*Leave may be granted for domestic partner of the same or opposite sex who has lived in the same household as the employee for at least six (6) months and has made a commitment to continue to live as a family.

\*\*Leave may be granted only for first cousins by blood (i.e. a relationship by consanguinity, not affinity, affection or otherwise).

Any needed additional days required by the employee may be utilized from the employee's sick leave accumulation.

26.2 Should a bargaining unit employee desire to discharge personal leave or vacation leave to attend the funeral service of an extended family member not covered within the bereavement leave provisions of this Agreement, then said bargaining unit employee shall be able to utilize personal leave or vacation leave to attend the funeral services of said extended family member.

## ARTICLE 27 EDUCATIONAL INCENTIVE AND TUITION REIMBURSEMENT PROGRAM

27.1 Educational Incentive Program – Upon approval and in the discretion of the NBC, an employee will be reimbursed for courses taken which are deemed to be relevant and necessary to the employee's position or advancement to the next higher rated position within the classification. Each employee who has successfully completed a four-course curriculum, approved in advance by the NBC, shall be entitled to a one-step pay increment next above his current base step, or if the employee is at the maximum of the grade, an increment equal in amount to the difference between the last step in the pay range and that step immediately prior thereto.

27.2 Tuition Reimbursement Program – An education benefit will be made available to all members of the bargaining unit in accordance with the following:

- A. Tuition reimbursement shall be funded by the NBC in an amount not to exceed four thousand (\$4000) dollars per fiscal year. Any funds unused shall not be carried over from one fiscal year to another.

- B. Employees shall be allowed to attend courses provided they are outside the employee's normal working hours.
- C. An Education Committee shall be established consisting of three (3) members appointed by the Executive Director and three (3) Union members appointed by the Union Business Manager. The Education Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for undergraduate and graduate programs, and the career programs.
- D. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of total seniority. Course reimbursement shall be upon successful completion of the course.

ARTICLE 28  
RECLASSIFICATION AND/OR UPGRADING

28.1 Any employee who believes his duties and responsibilities more closely resemble those of a higher rated classification or any employee whose duties have been significantly changed to reflect duties required of a higher classification may seek reclassification or upgrading according to the following procedure:

- A. The employee shall submit a request in writing for reclassification to the Executive Director or his designee who shall furnish the employee with a questionnaire within five (5) working days of said request.
- B. Within five (5) working days from the receipt of the employees completed questionnaire, his immediate supervisor or his designee, shall forward said questionnaire to the Executive Director for evaluation.
- C. Within ninety (90) working days after receipt of said employee's completed questionnaire, the Executive Director shall issue his report which will include findings of fact and conclusions relative to the merits of the employee's claim. The report will be in writing and it will set forth specific reasons for approval or denial. A copy of this report will be forwarded to the employee and the Union's Business Manager.

The Executive Director's report will be deemed final and binding unless within ten (10) working days of its issuance the employee files a grievance, in which event the

grievance shall be processed in accordance with the grievance and arbitration procedure set forth herein.

ARTICLE 29  
NO STRIKES OR LOCKOUTS

29.1 Proscribed Activity by Employee/Employer – No employee covered by this Agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this Agreement. The Employer will not cause a lockout of any employees.

29.2 Further, the Union and its representatives shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit-down, sit-in, slowdown, work cessation, work stoppage or work interruption, work boycott, collective absenteeism for alleged illness or withholding of services of any kind during the life of this Agreement, or ratify, condone or lend support to any such conduct or action.

ARTICLE 30  
HEALTH AND SAFETY COMMITTEES

30.1 All existing Health and Safety Committees shall be recognized and shall be comprised of an equal number of NBC and Union designees. Each such Committee shall meet at least once every three (3) months and shall address occupational health and safety issues which may arise. All employees are encouraged to immediately report, in writing, any perceived health and safety issue to the Committee for his site.



Each such Committee shall apprise NBC of all health and safety issues as soon as they are reported and shall propose solutions which NBC shall evaluate.

ARTICLE 31  
EARLY RETIREMENT INCENTIVE PROGRAM

31.1 NBC shall offer the Early Retirement Incentive Program ("ERIP") to eligible employees of Local 1033 in accordance with the terms and conditions of a Memorandum of Agreement of even date herewith which shall be incorporated by reference herein.

ARTICLE 32  
DURATION OF AGREEMENT – SEPARABILITY

32.1 Duration of Agreement – This Agreement is effective from July 1, 2011 and shall continue in full force and effect through midnight on June 30, 2014.

32.2 Separability – If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.


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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS

31<sup>st</sup> DAY OF MAY, 2011.

**FOR THE NARRAGANSETT BAY COMMISSION:**


  
WITNESS

  
RAYMOND J. MARSHALL, P.E.  
EXECUTIVE DIRECTOR

  
WITNESS

  
VINCENT J. MESOLELLA  
CHAIRMAN

**FOR THE RHODE ISLAND LABORERS' DISTRICT COUNCIL:**

  
WITNESS

  
RONALD R. COIA  
BUSINESS MANAGER

**FOR PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033, LIUNA**

  
WITNESS

  
DONALD S. IANNAZZI, ESQ.  
BUSINESS MANAGER

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CLASS TITLE	WORK WEEK (Hours)
<b>ADMINISTRATION AND FINANCE DIVISION</b>	
<u>Customer Service Section</u>	
Customer Service Associate	35
Customer Service Representative	35
Customer Service Representative/Fiscal Clerk	35
Fiscal Clerk – Customer Service	35
<u>Human Resources Section</u>	
HR Clerk	35
<u>Purchasing Section</u>	
Fiscal Clerk – Purchasing	35
<b>OPERATIONS AND ENGINEERING DIVISION</b>	
<u>Interceptor Maintenance Section</u>	
Dispatcher	40
Heavy Equipment Operator (IM)	40
IM Clerical Assistant	40
IM Clerk	35
IM Operator II	40
IM Operator III	40
IM Operator IV	40
<u>Wastewater Treatment Section/Operations Unit</u>	
Asst. E&I Technician	40
Carpenter	40
E&I Technician (FP)	40
Electrician	40
Fleet Mechanic	40

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Inventory Control Clerk	40
Master Electrician (FP)	40
Mechanic I	40
Mechanic II	40
O&M Clerk	35
Operator I	40
Operator II	40
Process Monitor	40
Sr. Electrician	40
<b>PLANNING, POLICY &amp; REGULATION DIVISION</b>	
<u>EMDA Section</u>	
Environmental Monitor	35
<u>Laboratory Section</u>	
Laboratory Clerk	35
Laboratory Technician	35
<u>Pretreatment Section</u>	
Pretreatment Clerk	35

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Schedule July 2011  
with 1.75%

1	13.48	13.82	14.14	14.48	14.80	15.14	15.46	15.79	16.13	16.45	16.79
2	14.69	15.05	15.40	15.76	16.12	16.47	16.83	17.20	17.55	17.91	18.26
3	15.98	16.37	16.76	17.16	17.54	17.93	18.33	18.71	19.10	19.50	19.88
4	17.41	17.84	18.25	18.68	19.10	19.53	19.95	20.37	20.80	21.23	21.65
5	18.95	19.41	19.87	20.34	20.80	21.26	21.72	22.18	22.65	23.11	23.58
6	20.27	20.84	21.42	21.99	22.57	23.15	23.72	24.30	24.87	25.45	26.02
7	22.07	22.69	23.32	23.94	24.57	25.20	25.82	26.44	27.08	27.70	28.32
8	24.03	24.70	25.39	26.07	26.75	27.43	28.11	28.79	29.47	30.15	30.84
9	26.16	26.89	27.65	28.38	29.12	29.85	30.61	31.34	32.09	32.82	33.57
10	28.48	29.28	30.09	30.89	31.70	32.51	33.31	34.13	34.93	35.73	36.55

SCHEDULE B

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1	13.75	14.10	14.42	14.77	15.10	15.44	15.77	16.11	16.45	16.78	17.13
2	14.98	15.35	15.71	16.08	16.44	16.80	17.17	17.54	17.90	18.27	18.63
3	16.30	16.70	17.10	17.50	17.89	18.29	18.70	19.08	19.48	19.89	20.28
4	17.76	18.20	18.62	19.05	19.48	19.92	20.35	20.78	21.22	21.65	22.08
5	19.33	19.80	20.27	20.75	21.22	21.69	22.15	22.62	23.10	23.57	24.05
6	20.68	21.26	21.85	22.43	23.02	23.61	24.19	24.79	25.37	25.96	26.54
7	22.51	23.14	23.79	24.42	25.06	25.70	26.34	26.97	27.62	28.25	28.89
8	24.51	25.19	25.90	26.59	27.29	27.98	28.67	29.37	30.06	30.75	31.46
9	26.68	27.43	28.20	28.95	29.70	30.45	31.22	31.97	32.73	33.48	34.24
10	29.05	29.87	30.69	31.51	32.33	33.16	33.98	34.81	35.63	36.44	37.28

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Schedule July 2013  
with 2.25%

1	14.06	14.42	14.74	15.1	15.44	15.79	16.12	16.47	16.82	17.16	17.52	17.89
2	15.32	15.7	16.06	16.44	16.81	17.18	17.56	17.93	18.3	18.68	19.05	19.43
3	16.67	17.08	17.48	17.89	18.29	18.7	19.12	19.51	19.92	20.34	20.74	21.15
4	18.16	18.61	19.04	19.48	19.92	20.37	20.81	21.25	21.7	22.14	22.58	23.03
5	19.76	20.25	20.73	21.22	21.7	22.18	22.65	23.13	23.62	24.1	24.59	25.09
6	21.15	21.74	22.34	22.93	23.54	24.14	24.73	25.35	25.94	26.54	27.14	27.75
7	23.02	23.66	24.33	24.97	25.62	26.28	26.93	27.58	28.24	28.89	29.54	30.20
8	25.06	25.76	26.48	27.19	27.9	28.61	29.32	30.03	30.74	31.44	32.17	32.92
9	27.28	28.05	28.83	29.6	30.37	31.14	31.92	32.69	33.47	34.23	35.01	35.81
10	29.7	30.54	31.38	32.22	33.06	33.91	34.74	35.59	36.43	37.26	38.12	39.00

SCHEDULE D

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Holidays occurring on a Saturday are observed on the preceding Friday; those on a Sunday on the Monday following.

### CALENDAR YEAR 2011

New Year's Day	Saturday, January 1, 2011 (Observed Friday, December 31, 2010)
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 17, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Victory Day	Monday, August 8, 2011
Labor Day	Monday, September 5, 2011
Columbus Day	Monday, October 10, 2011
Veterans' Day	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 24, 2011
Christmas Day	Sunday, December 25, 2011 (Observed Monday, December 26, 2011)

#### 2011

*Last day to apply "lose or use" Vacation and Personal time: December 31, 2011*

*First day upfront Vacation and Personal time can be used: January 1, 2012*

### CALENDAR YEAR 2012

New Year's Day	Sunday, January 1, 2012 (Observed Monday, January 2, 2012)
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 16, 2012
Memorial Day	Monday, May, 28, 2012
Independence Day	Wednesday, July 4, 2012
Victory Day	Monday August 13, 2012
Labor Day	Monday, September 3, 2012
Columbus Day	Monday, October 8, 2012
Election Day	Tuesday November 6, 2012
Veterans' Day	Sunday, November 11, 2012 (Observed Monday, November 12, 2012)
Thanksgiving Day	Thursday, November 22, 2012
Christmas Day	Tuesday, December 25, 2012

#### 2012

*Last day to apply "lose or use" Vacation and Personal time: December 29, 2012*

*First day upfront Vacation and Personal time can be used: December 30, 2012*

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**Holidays occurring on a Saturday are observed on the preceding Friday; those on a Sunday on the Monday following.**

**CALENDAR YEAR 2013**

New Year's Day	Tuesday, January 1, 2013
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 21, 2013
Memorial Day	Monday, May 27, 2013
Independence Day	Thursday, July 4, 2013
Victory Day	Monday, August 12, 2011
Labor Day	Monday, September 2, 2013
Columbus Day	Monday, October 14, 2013
Veterans' Day	Monday, November 11, 2013
Thanksgiving Day	Thursday, November 28, 2013
Christmas Day	Wednesday, December 25, 2013

**2013**

*Last day to apply "lose or use" Vacation and Personal time: December 28, 2013*

*First day upfront Vacation and Personal time can be used: December 29, 2013*

**CALENDAR YEAR 2014**

New Year's Day	Wednesday, January 1, 2014
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 20, 2014
Memorial Day	Monday, May, 26, 2014
Independence Day	Friday, July 4, 2014
Victory Day	Monday, August 11, 2014
Labor Day	Monday, September 1, 2014
Columbus Day	Monday, October 13, 2014
Election Day	Tuesday, November 4, 2014
Veterans' Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Christmas Day	Thursday, December 25, 2014

**2014**

*Last day to apply "lose or use" Vacation and Personal time: December 27, 2014*

*First day upfront Vacation and Personal time can be used: December 28, 2014*

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# SCHEDULE F

	PLAN A	PLAN B
<b>PCP REFERRAL REQUIRED</b>	no	no
<b>IN-NETWORK</b>		
Calendar year deductible	\$0	\$0
Out-of-pocket maximum	n/a	n/a
Coinsurance	n/a	n/a
<b>OFFICE VISITS</b>		
Personal physician	\$15 co-pay	\$15 co-pay
Specialist	\$15 co-pay	\$15 co-pay
Allergy or dermatology services	\$15 co-pay	\$15 co-pay
Chiropractic	\$15 co-pay (up to 12 visits per CY)	\$15 co-pay (up to 12 visits per CY)
Routine eye exams	\$15 co-pay (1 annual exam)	\$15 co-pay (1 annual exam)
<b>URGENT CARE</b>		
Urgent Care Center	\$15 co-pay	\$25 co-pay
Emergency room visits	\$100 co-pay (waived if admitted)	\$100 co-pay (waived if admitted)
Ambulance service - ground	\$50 co-pay	100% coverage
Ambulance service - air & water	\$50 co-pay	100% coverage
<b>PREVENTIVE &amp; DIAGNOSTIC TESTS</b>		
Lab services, machine tests and x-rays (preventive)	100% coverage	100% coverage
Lab services, machine tests and x-rays (diagnostic)	100% coverage	100% coverage
<b>OTHER OUTPATIENT CARE</b>		
Physical therapy	\$15 co-pay	\$15 co-pay
Occupational therapy	\$15 co-pay	\$15 co-pay
Speech therapy	\$15 co-pay	\$15 co-pay
Durable medical equipment	80% coverage	100% coverage
Prosthetic devices	80% coverage	100% coverage
Ostomy supplies	80% coverage	100% coverage
Orthopedic braces	80% coverage	100% coverage
Wigs (hair prosthesis)	80% coverage (up to \$350 max)	100% coverage (up to \$350 max)
Home health	100% coverage (some limitations)	100% coverage (some limitations)
Hospice care	100% coverage	100% coverage
<b>INPATIENT CARE</b>		
General or chronic disease hospital	100% coverage	100% coverage
Rehabilitation hospital care	100% coverage	100% coverage
Skilled nursing facility care	100% coverage (up to 180 days per yr)	100% coverage (up to 180 days per yr)
<b>SURGICAL/MEDICAL SERVICES</b>		
Surgery & related anesthesia	100% coverage	100% coverage
Obesity surgery	100% coverage	100% coverage
TMJ surgery	100% coverage	100% coverage
<b>BEHAVIORAL HEALTH</b>		
Inpatient mental health	100% coverage	100% coverage
Inpatient chemical dependency	100% coverage (detox: up to 5 admissions or 30 days in CY; rehab: up to 30 days per CY)	100% coverage (detox: up to 5 admissions or 30 days in CY; rehab: up to 30 days per CY)
Outpatient mental health	\$15 co-pay (up to 30 visits per CY)	\$15 co-pay (up to 30 visits per CY)
Outpatient chemical dependency	\$15 co-pay (up to 30 hours per CY)	\$15 co-pay (up to 30 hours per CY)
<b>PRESCRIPTION DRUG BENEFITS</b>		
Retail (30-day supply)	\$7/\$25/\$40	\$7/\$25/\$40
Mail-order (90-day supply)	2 times retail	2 times retail
<b>OUT-OF-NETWORK</b>		
Calendar year deductible	\$200 per ind / \$600 per fam	\$250 per ind / \$500 per fam
Out-of-pocket maximum	\$3,200 per ind / \$9,600 per fam (includes deductible)	\$3,000 per ind / \$6,000 per fam (includes deductible)
Coinsurance	80% coverage (based upon allowance)	80% coverage (based upon allowance)

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**PERSONAL BUSINESS LEAVE**

70 hour employee (7.0 hours = one day)

80 hour employee (8.0 hours - one day)

**2011**

Employees hired between January 1, 2011 and March 31, 2011 will be credited with 4 personal days.

Employees hired between April 1, 2011 and June 30, 2011 will be credited with 3 personal days.

Employees hired between July 1, 2011 and September 30, 2011 will be credited with 2 personal days.

Employees hired between October 1, 2011 and November 30, 2011 will be credited with 1 personal day.

**2012**

Employees hired between January 1, 2012 and March 31, 2012 will be credited with 4 personal days.

Employees hired between April 1, 2012 and June 30, 2012 will be credited with 3 personal days.

Employees hired between July 1, 2012 and September 30, 2012 will be credited with 2 personal days.

Employees hired between October 1, 2012 and November 30, 2012 will be credited with 1 personal day.

**2013**

Employees hired between January 1, 2013 and March 31, 2013 will be credited with 4 personal days.

Employees hired between April 1, 2013 and June 30, 2013 will be credited with 3 personal days.

Employees hired between July 1, 2013 and September 30, 2013 will be credited with 2 personal days.

Employees hired between October 1, 2013 and November 30, 2013 will be credited with 1 personal day.

**2014**

Employees hired between January 1, 2014 and March 31, 2014 will be credited with 4 personal days.

Employees hired between April 1, 2014 and June 30, 2014 will be credited with 3 personal days.

Employees hired between July 1, 2014 and September 30, 2014 will be credited with 2 personal days.

Employees hired between October 1, 2014 and November 30, 2014 will be credited with 1 personal day.

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MEMORANDUM OF AGREEMENT  
ON  
EARLY RETIREMENT INCENTIVE PROGRAM

This Memorandum of Agreement is entered into as of this 1st day of July, 2011 by and between the Narragansett Bay Commission and Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America ("Local 1033").

WHEREAS during negotiations with NBC for a respective successor collective bargaining agreement (the "CBA") for the period commencing July 1, 2011 through June 30, 2014, Local 1033 discussed offering certain employees an additional early retirement incentive program (the "ERIP"); and

WHEREAS NBC and Local 1033 have agreed to the terms and conditions of the ERIP and are now desirous to memorialize their agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally and equitably bound hereby, NBC and Local 1033 agree as follows:

- (1) NBC shall offer the ERIP only to eligible employees of Local 1033.
- (2) To be eligible to participate in the ERIP, an employee must be at least fifty (50) years of age by the date that he gives NBC notice that he plans to retire.
- (3) To be eligible to participate in the ERIP, an employee must have worked for NBC and/or the former Blackstone Valley District Commission for at

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least ten (10) years as of the date that he gives NBC notice that he plans to retire.

(4) Employee participation in the ERIP is completely voluntary.

(5) Any eligible employee, who elects to participate in the ERIP, must submit a written application for early retirement to NBC's Labor and Employee Relations Manager at least ninety (90) days prior to his intended retirement date.

(6) If his retirement date is between July 1, 2011 and June 30, 2014, an eligible employee shall receive a single lump sum payment of fifty (50) percent of his base salary to be paid at the time of retirement. The amount will be calculated on the base salary as of the date that he states his intention to NBC that he plans to retire. The term "base salary" as used herein is the current compensation level at step and grade which the employee is currently in; excluding longevity, merit pay, overtime pay, and any and all other forms of compensation under this agreement. It is further expressly understood and agreed that the lump sum payment described herein shall be reduced by all regular and customary payroll deductions and withholdings, including without limitation, state and federal taxes, FICA, Medicare, etc.

(7) Any eligible employee electing to participate in the ERIP agrees that submission to NBC of a written application to participate in the ERIP shall constitute a notice to retire from employment with NBC.

(8) Local 1033, on behalf of each eligible employee electing to participate in the ERIP, agrees that any participating employee shall not receive

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benefits under the Employment Security Act, RIGL 28-42-1 *et seq.*, which benefits are commonly known as "unemployment compensation". Local 1033, on behalf of each employee electing to participate in the ERIP, does promise, covenant and agree not to apply for unemployment compensation on or after retirement from NBC, it being understood and agreed that an employee's acceptance of benefits from NBC under the ERIP constitutes voluntarily leaving of employment without good cause, thereby rendering each employee ineligible for unemployment compensation. (*Hill v. Department of Labor and Training, Board of Review*, District Court, Sixth Division, Quirk, District Court Judge, A.A. No. 00-54).

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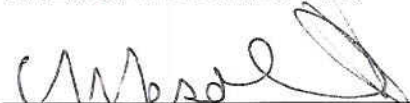
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
THIS 31<sup>ST</sup> DAY OF MAY, 2011.

**FOR THE NARRAGANSETT BAY COMMISSION**

  
WITNESS


  
WITNESS

  
RAYMOND J. MARSHALL, P.E.  
EXECUTIVE DIRECTOR

  
VINCENT J. MESOLELLA  
CHAIRMAN

**FOR THE RHODE ISLAND LABORERS' DISTRICT COUNCIL**

  
WITNESS

  
RONALD R. COIA  
BUSINESS MANAGER

**FOR PUBLIC SERVICE EMPLOYEES'  
LOCAL UNION 1033, LIUNA**

  
WITNESS

  
DONALD S. IANNAZZI, ESQ.  
BUSINESS MANAGER

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# COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN  
THE

NARRAGANSETT BAY COMMISSION

AND

RHODE ISLAND COUNCIL 94  
THE AMERICAN FEDERATION  
OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES  
AFL-CIO  
ON BEHALF OF  
LOCAL 1010  
AND  
LOCAL 2884

FOR THE TERM  
JULY 1, 2011 THROUGH JUNE 30, 2014

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## INTRODUCTION

This Agreement is entered into as of the 1<sup>st</sup> day of July 2011 by and between the Narragansett Bay Commission (hereinafter referred to as "NBC" or "Employer") and Rhode Island Council 94, American Federation of State, County and Municipal Employees AFL-CIO on behalf of Local 1010 and Local 2884 (hereinafter referred to as "Union" or "Council 94").

Rates of compensation, benefits, hours of work and other terms and conditions of employment are set forth herein.

The NBC and Union encourage harmonious relations and peaceful procedures for the resolution of differences.

Delivery of services to the public in the most efficient, economical, effective, productive and safe manner is of paramount importance to the NBC and Union.

## ARTICLE 1 RECOGNITION

1.1 The NBC recognizes the Union as the sole and exclusive bargaining agent for all employees within the unit certified by the Rhode Island State Labor Relations Board in representation cases numbered and docketed as EE-1704 and EE-3313, excepting those employees as may be lawfully excluded from the bargaining unit.

1.2 The NBC agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The NBC and the Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the Union protected by the *Rhode Island State Labor Relations Act*. The NBC and the Union agree that they will continue policies of non-

discrimination on the basis of an individual's race, color, creed, national origin, disability, religious affiliation, gender, age, sexual orientation or preference, or any other bases of prohibited discrimination. All references to an employee covered by this Agreement as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

1.3 Nothing contained herein shall be construed or interpreted so as to prevent compliance with any obligation imposed by the *Americans with Disabilities Act of 1990*.

1.4 The NBC and Union agree to maintain joint participation in NBC's Affirmative Action Advisory Committee in accordance with existing practices.

## ARTICLE 2 MANAGEMENT RIGHTS

2.1 Except to the extent that there is contained in this Agreement express and specific terms and provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibilities of the NBC to manage, direct and supervise its operations and affairs are retained by and reserved exclusively to it, including but not limited to: the right to direct, hire, layoff, promote, transfer and assign employees, including without limitation, determining work to be performed, scheduling work, shifts and hours, promoting employees, and establishing and maintaining standards for quality of work; to suspend, demote, discharge or otherwise discipline employees for just cause, or to relieve employees from duties because of lack of work or for other economic or operational reasons; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including without limitation, the right to subcontract or privatize. The



Employer has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the rights in this Article do not conflict with the terms and conditions of this Agreement and applicable law.

No provision of this Agreement shall be applied or construed to limit, impede, or abridge any of NBC's statutory authority or obligations.

### ARTICLE 3 UNION SECURITY AND DUES DEDUCTION

3.1 Upon receipt by the NBC of a signed, voluntary authorization form by the employee, the NBC agrees to deduct from the pay of said employee Union membership dues and service fees as appropriately levied in accordance with its constitution and bylaws and remit the aggregate amount to the Treasurer of Council 94. Membership in the Union may be determined by each individual employee in the bargaining unit. All non-members of the Union shall pay to it a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the regular bi-weekly membership of said organization. Such service fees shall be deducted by the NBC from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The NBC shall give written notice to the Secretary/Treasurer of the Union of those employees within the bargaining unit who become eligible for membership in the Union. The Union shall indemnify, defend and hold harmless the NBC and its officials, representatives, and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the NBC in compliance with the provisions of this Article.

ARTICLE 4  
SCHEDULE AND HOURS OF WORK

4.1 It is agreed that there shall be two (2) basic work weeks as follows:

1. A thirty-five (35) hour work week, consisting of five (5) consecutive days Monday through Friday of seven (7) consecutive hours exclusive of unpaid lunch period.

2. A forty (40) hour work week, consisting of (5) consecutive days of eight (8) consecutive hours.

Notwithstanding Sections 1 and 2 above, it is recognized that various other work schedules exist, which are peculiar to and appropriate for certain positions and which are acknowledged by the NBC and the Union to be consistent with the terms of this Agreement. Positions are hereby assigned to a work week in accordance with Schedule A.

4.2 Employees shall be granted a fifteen (15) minute break during the first and second halves of each workday. All employees shall be granted a meal period of not less than one-half (1/2) hour duration nor more than one (1) hour duration during each workday to be determined by the workday and schedule that applies. [Seven (7) hour work day, one (1) hour meal period; eight (8) hour workday, one-half (1/2) hour meal period.] It is expressly understood that the NBC retains the right to regulate and schedule the break periods established herein.

4.3 At the NBC's discretion, but subject to its statutory bargaining obligation, the schedule for work by shifts and hours may be changed to accommodate the NBC's statutory dictates, to enhance its efficiency or to maximize the delivery of services to the public.

4.4 Shift hours, upon being scheduled, will be posted.

4.5 When an employee is authorized and directed in writing by the NBC to work in a higher classification for a period of more than three (3) consecutive working days, that employee shall receive the lowest salary rate for that classification which provides a pay increase, retroactive to the first day of such assignment. Written authorization and direction to work in a higher classification shall be given to the employee within twenty-four (24) hours of the assignment.

#### ARTICLE 5 SALARY AND WAGE SCHEDULE

The salary and wages of the employees shall be in accordance with Schedules B, C, and D attached hereto and made a part hereof.

Effective the first full pay period after July 1, 2011, all bargaining unit classifications shall receive a one and three-quarter percent (1.75%) increase which is reflected in Schedule B

Effective the first full pay period after July 1, 2012, all bargaining unit classifications shall receive a two percent (2.00%) increase which is reflected in Schedule C.

Effective the first full pay period after July 1, 2013, all bargaining unit classifications shall receive a two and one-quarter (2.25%) increase which is reflected in Schedule D.

All employees represented by Council 94 who are eligible for additional steps in the wage schedule will receive it in the first full pay period after July 1 of subsequent years.

Effective the first full pay period after July 1, 2013, the wage schedule will be amended to add a twelfth (12<sup>th</sup>) step.



Employees hired or promoted between July and December will be eligible for a step increase the subsequent July. Employees hired between January and June will be eligible for the cost of living adjustment only, if applicable, in July.

5.1 Advancement Incentive and Stipend – The NBC agrees to pay a stipend on a one-time only basis during the course of this Agreement in the amount of five hundred (\$500) dollars payable within thirty (30) days of NBC's receipt of proof that an employee has obtained a level of certification beyond that required by his current job classification after the employee's date of hire. There shall be no pyramiding of this benefit. In addition to paying the aforementioned stipend, the NBC shall also upgrade an Operator I to Operator II when he obtains an Operator II license and provides said proof within thirty (30) days of receipt of such proof.

## ARTICLE 6 SHIFT DIFFERENTIAL

6.1 All employees who are regularly assigned to a work shift that commences at or after 3:00 p.m. and prior to 7:00 a.m. shall receive an additional one dollar and twenty cents (\$1.20) to their regular hourly rate.

## ARTICLE 7 OVERTIME

7.1 It is agreed that when it becomes necessary for the efficient conduct of the operations, affairs and business of the NBC, it may direct or authorize overtime work opportunities.

7.2 Overtime work opportunities shall be defined as the required performance of work in excess of the established work week.

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7.3 Time and one-half shall be paid for all hours worked or paid for in excess of the employees' standard work week (35/40 hours) excepting sick leave or leave without pay; and each instance shall not be dependent on any other instance, and there shall be no duplication or pyramiding of overtime.

7.4 Overtime work opportunities shall be distributed fairly and equitably among eligible employees capable to perform the work in their respective divisions and classifications. These records will be furnished to the Union upon written request. NBC shall maintain records of the distribution of overtime opportunities and overtime payments in accordance with the law.

7.5 In any given pay period in the event that an employee discharges any sick leave, either with pay or without pay, he shall be permitted to work overtime only after he has worked his full thirty-five (35) or forty (40) hours, whichever is appropriate. Should an employee, who has discharged sick leave as stated above, accept work opportunities beyond the employee's regularly assigned hours of work, said employee shall receive straight time wages until he has worked a full work week. Should an employee, who has discharged sick leave as stated above, be directed by the NBC to work hours beyond the employee's regularly assigned hours of work, he shall receive overtime wages.

Overtime, for purposes of this Section, shall mean the performance of hours of work in any work week which are in excess of an employee's established work week schedule, or when requested by the employer. Hours which are paid for but not actually worked, except planned vacation days, personal days, jury duty, and leave for death in the employee's immediate family shall not be counted as hours worked nor shall they otherwise be used in computing overtime compensation.

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Notwithstanding other subsections of this Section, an employee who is granted leave with or without pay for the purpose of fulfilling a military obligation shall be eligible to perform overtime work.

7.6 A member of Council 94 may perform bargaining unit work of the other bargaining unit consistent with current practices. Prior to implementing this provision, NBC will first exhaust offering overtime opportunities to the bargaining unit members within the appropriate section before offering it to the members of the other bargaining unit within the appropriate section. If there is no employee from within the appropriate section of either bargaining unit available, then NBC may assign the work to a non-union member.

7.7 Snow Removal -- Notwithstanding Section 7.6, the parties agree that for purposes of snow removal that they will adhere to current practices, including the parties' November 1, 2007 letter agreement and will call qualified members of the respective bargaining units, regardless of Section, prior to offering said opportunity to a member of a different bargaining unit.

## ARTICLE 8 HOLIDAYS

8.1 The following days are recognized and shall be listed as official holidays: New Year's Day; Birthday of Martin Luther King, Jr.; Memorial Day; Independence Day; Victory Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; any day on which a general election of officers is held as Election Day; any day which the Governor shall appoint as a holiday; any day which shall hereafter be appointed by the General Assembly to be a holiday.

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8.2 Unless required to work pursuant to provisions of Section 8.4, an employee shall be entitled to time off at his regular rate of pay for the holidays specified above. When such holidays fall on his regularly scheduled work day, he shall be credited with the number of hours in his official work schedule for the day.

8.3 An eligible employee who is not required to work on a day observed as a holiday under this Article shall receive his ordinary straight time rate of pay for that day and no additional compensation.

8.4 Whenever an eligible employee is required to work on a day observed as a holiday under this Article, he shall receive his ordinary straight time pay for that day and time and one-half his straight time pay for each hour actually worked.

Whenever an eligible employee is required to work on Saturday or Sunday when a recognized holiday set forth in this Article falls on a Saturday or Sunday, he shall receive his ordinary straight time rate of pay for that day, and time and one-half of his straight time pay for each hour actually worked; provided, however, that should that employee also be scheduled and required to work on the preceding Friday or following Monday, which is the observed holiday pursuant to the attached Schedule E, he will be compensated his ordinary straight time pay for that day.

If an employee requests the Saturday or Sunday holiday off, he may be granted time off in accordance with governing provisions of this Agreement. This time off shall be paid as Holiday Time. Should the employee then work Friday or Monday, the observed holiday, he shall receive straight-time pay.

8.5 If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his absence on that date.



8.6 Notwithstanding any other provision of this Agreement, an employee who uses sick leave either the workday before or the workday after a holiday listed in this Article, may, in the discretion of the NBC, be required to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work in order to be eligible to receive holiday pay; provided, however, that the individual employee has been given notice of the requirement prior to the holiday.

NBC and the Union understand and agree that this Section 8.6 shall apply as follows: Should an employee call in sick or attempt to use sick leave on either his workday scheduled before or after a holiday listed in Section 8.1, then such an employee shall receive verbal or written notice of the requirement to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work on any future claim for sick leave within the ensuing year for either the scheduled workday before or scheduled workday after a holiday. This provision shall not be applied to employees who discharge multiple days of sick leave which are inclusive of the day before or day after a holiday and who have provided sufficient medical documentation related thereto. Nothing herein shall be construed to limit, restrict, or abridge any of NBC's other rights to police and monitor the use of sick leave in accordance with any other provision of this Agreement.

#### ARTICLE 9 SPECIAL TIME OFF

9.1 Whenever it appears desirable, in the best interests of the NBC and its employees to allow collective absence from duty, the NBC may authorize employees to be excused at a stated time, providing that enough employees remain on duty to carry on crucial work. Employees who are required to work when other employees are so



excused shall be paid their regular rate of pay. In addition, those employees shall receive time and one-half for each hour worked.

9.2 Each bargaining unit employee shall be granted a maximum of two (2) hours annually to attend an authorized Union social event on the condition that: (1) the Union seeks and obtains advance written approval from NBC's Labor and Employee Relations Manager thirty (30) days before the social event, and (2) the employee and Union submit evidence satisfactory to NBC that the employee attended the event.

ARTICLE 10  
SENIORITY, SHIFT ASSIGNMENTS, POSTING AND FILLING OF  
VACANCIES, LAYOFFS, RECALLS AND PROBATIONARY EMPLOYEES

10.1 The NBC and the Union recognize that seniority, as defined in this Article shall apply for the purposes of selecting shift preferences, days off, vacation time, vacation accrual, holiday leave, layoffs and recall within a classification.

10.2 The parties agree to recognize seniority as defined in the following manner:

- a) **Primary Seniority** – Length of service within a classification.
- b) **Secondary Seniority** – Length of service in which an employee has worked in the next lower-rated classification hierarchy.
- c) **Total Seniority** – Length of service as an NBC employee, inclusive of service as an employee of the State of Rhode Island before July 1, 1999 and service as an employee of the City of Providence before May 1, 1982. Any NBC employee hired on or after July 1, 1999, shall not have any prior service with the State of Rhode Island or the City of Providence included as part of total seniority.

10.3 The NBC shall maintain a seniority list of employees by classification which shall be forwarded to the Union office semi-annually.

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10.4 Shift assignments shall be posted and awarded to the employee with the most primary seniority.

10.5 This Section shall apply to filling vacancies in bargaining unit positions which NBC determines to fill. Upon declaration of a vacancy by NBC, notice of the vacancy shall be posted on the Union bulletin boards for a period of ten (10) days. Any employee may submit a bid for the vacancy to the Human Resources Manager, in writing, during the posting period.

10.6 In filling any vacancy, it is agreed and recognized that consideration shall be given by NBC to ability, qualifications and seniority. Where ability and qualifications are adjudged relatively equal by NBC between or among bidders for a vacancy, seniority shall govern.

NBC shall give due consideration to filling vacancies from NBC employees within the respective Council 94 bargaining units through the application of this Section; provided, however, if no employees qualified for the posted job submit bids for the job, NBC may fill the job from any source.

Any disagreement regarding the application of this Section shall constitute a grievance and be processed in accordance with the grievance and arbitration provisions of this Agreement.

10.7 In the event of lay-off, employees shall be laid off in the inverse order of seniority. A two-week notice of lay-off shall be given to the employees so affected.

10.8 In the event of recall, which is limited to a three (3) year period, the order of layoff described above shall be reversed; however, two (2) weeks recall notice shall not be required. An employee separated from NBC's payroll by virtue of layoff or

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reduction in force shall at all times during the recall period, keep NBC apprised of his current address and telephone numbers.

10.9 A probationary period shall not be required in the event of demotion.

10.10 An employee's accrual of seniority shall be terminated and seniority rights forfeited during the following breaks in service:

- a) Discharge, quit, retirement, or resignation;
- b) Failure to give notice of intent to return to work after a recall within ten (10) days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall absent extenuating circumstances;
- c) Failure to notify NBC of his absence from work within three (3) working days unless extenuating circumstances prohibit such notice;
- d) Failure to renew a leave of absence;
- e) Engaging in other work without authorization while on leave of absence;
- f) Layoff for a period of thirty-six (36) consecutive months or for a period equal to the employee's seniority, whichever is less.

10.11 Any newly hired member of the bargaining unit shall serve a six (6) month probationary period, commencing on the first day of employment. The six (6) month probationary period shall mean one hundred thirty (130) days actually worked in a classification. During said employment period, a probationary employee may be terminated for any reason, in the sole and exclusive discretion of the NBC, and shall have no redress through the grievance procedure.

10.12 An employee who is promoted shall serve a trial period up to one hundred thirty (130) actual working days during which time the NBC shall assess his ability to perform the duties of the position. If, in NBC's judgment, the employee is removed from the position at any time during the trial period, he shall be reinstated to his previous position.

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10.13 Newly hired probationary employees shall not accrue vacation leave or seniority until the successful completion of the probationary period, at which point such entitlements shall accrue retroactive to the first date of employment. A probationary employee shall accrue and may discharge sick leave in accordance with the provisions of Article XII.

10.14 Other than those conditions stated in this Article, any and all rights and benefits provided by this Agreement shall apply to newly hired probationary employees, unless the parties agree otherwise.

#### ARTICLE 11 VACATIONS

11.1 Effective the first pay period each calendar year, employees shall be credited with vacation hours in accordance with the following schedule. Said hours shall not be subject to accrual and shall be designated as "Up Front Hours." The balance of an employee's vacation entitlement shall be subject to accrual in accordance with the following schedule. All vacation hours subject to accrual shall be accrued according to the following formula:

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### SCHEDULE

YEARS OF SERVICE	UPFRONT HOURS		HOURS SUBJECT TO ACCRUAL		TOTAL HOURS	
	<u>35 hrs.</u>	<u>40 hrs.</u>	<u>35 hrs.</u>	<u>40 hrs.</u>	<u>35 hrs.</u>	<u>40 hrs.</u>
At least 6 months but not more than 5 years	14	16	56	64	70	80
At least 5 years but not more than 10 years	14	16	91	104	105	120
At least 10 years but not more than 15 years	28	32	98	112	126	144
At least 15 years but not more than 20 years	28	32	112	128	140	160
At least 20 years but not more than 25 years	63	72	119	136	182	208
Twenty-five years or more	63	72	133	152	196	224

### SCHEDULE OF ACCRUAL

HOURS SUBJECT TO ACCRUAL		RATE
<u>35 Hours</u>	<u>40 Hours</u>	
56	64	.0308
91	104	.0500
98	112	.0538
112	128	.0615
119	136	.0654
133	152	.0731

“Up Front Hours” shall be indicated on the employee’s payroll stub. The employee’s balance of vacation entitlement shall be indicated by a separate entry on his payroll stub. New employees shall not be able to discharge earned vacation for a period of six (6) months.

11.2 In the event that an employee's work week schedule is changed from a standard forty (40) hour work week to a standard thirty-five (35) hour work week or in the event that an employee's work week is changed from a standard thirty-five (35) hour work week to work a standard forty (40) hour work week, his accrued hours shall not be adjusted to reflect an equivalent number of days vacation in the new work week schedule. For example: If any employee is entitled to a total of fifteen (15) days vacation and is assigned to work a standard forty (40) hour work week is changed to a standard thirty-five (35) hour work week, the hours accrued pursuant to the formula for a standard forty (40) hour work week shall not be reduced to reflect an equivalent of seven (7) hour days vacation that would have been accrued in a standard thirty-five (35) hour work week schedule. Conversely, if an employee assigned to a thirty-five (35) hour work week is changed to a standard forty (40) hour work week, his accrued vacation hours shall not be increased to reflect an equivalent number of eight (8) hour days vacation that would have been.

11.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation credits, such employee or his estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his credit as of the date of termination.

11.4 Vacation leave assignments shall be made in a fair and equitable manner. Each employee shall be allowed to take at least two (2) consecutive weeks (i.e. 70 hours for 35-hour employees or 80 hours for 40-hour employees) of vacation during the calendar year. The time of said vacation shall be with the approval of the immediate supervisor. Such approval will not be unreasonably withheld. Should a question arise

between the employees as to when their vacation will be taken, the senior employee shall have preference.

11.5 Employees shall be allowed to carry over from one year to another not more than the vacation time accrued and credited in one year.

11.6 The NBC shall retain the final right to approve or deny all employee vacation leave requests. During the period of March 1 through March 31 of each calendar year, an employee may submit to his section manager, in writing, the vacation dates the employee desires to schedule for the period beginning May 1 and ending September 30. Another open request period will be made available beginning September 1 to September 30 for vacation dates the employee desires to schedule for the period beginning November 1 and ending January 31. The appropriate manager will approve or deny such request in writing not later than April 20 and October 21 of that calendar year. If during the open request periods two (2) or more employees request the same vacation date(s) and the NBC determines to approve some but not all vacation requests, the request of the senior employee shall be honored. Vacation scheduling requests received after the open request period shall be approved or denied by seniority by 3:00 p.m. on the Friday of the preceding week. Vacation requests made outside the open request periods shall be posted and approved within ten (10) days of submission. Any conflict in vacation requests shall be resolved in favor of the senior employee.

## ARTICLE 12 SICK LEAVE

12.1 Sick leave with pay shall be granted to employees covered by this Agreement subject to the conditions set forth in this Article. Sick leave will be

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authorized for a medically necessary absence from duty because of an inability to work caused by non-work related illness, injury or exposure to contagious disease.

In circumstances in which an employee's spouse, child or parent is ill, the employee may be granted sick leave, in accordance with NBC rules and regulations, if attendance upon said employee's spouse, child or parent is necessary. To be eligible to discharge family sick leave under Article 12, the employee may be required to submit a Family Health Care Provider Certificate on a form mutually agreed to by NBC and the Union substantiating the necessity for attendance upon such ill spouse, child or parent. Sick leave may be granted for less than a full day.

Employees incurring illness or injury arising out of the course of their employment may discharge sick leave during the waiting period before monetary statutory benefits commence.

12.2 Sick leave will not be allowed unless notification of illness or injury is reported in accordance with the following procedure:

A. CALL-IN FOR SICK LEAVE

- 1) All NBC employees in the Operations Division at either Field's Point or Bucklin Point are required to notify the on-duty supervisor at least one (1) hour in advance of the shift or he will be placed on unauthorized, unpaid leave for one (1) hour.
- 2) Any other NBC employee is required to notify his supervisor or his designee at least one-half (1/2) hour before the start of his workday or he will be placed on unauthorized, unpaid leave.
- 3) Any employee who reports to work after the start of his workday without prior notification of his supervisor may not use vacation, sick, or personal time to cover the time lost.

B. TELEPHONE REQUEST

- 1) When requesting sick leave, an employee is required to speak to his supervisor.

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- 2) If the supervisor is not available, the employee shall leave a message on the NBC voice mail system. The employee requesting the sick leave shall specify that he is requesting sick leave and should leave a phone number where he can be contacted by the supervisor.
- 3) The employee shall make the sick leave request himself.
- 4) If an employee fails to telephone a request for sick leave at the proper time (as noted in A above), he will be placed on unauthorized, unpaid leave as noted above.
- 5) For each day he is sick, the employee must telephone to request sick leave for that day unless appropriate medical documentation is submitted to the Office of Human Resources.

#### C. OTHER SICK LEAVE REQUIREMENTS

Any employee who discharges six (6) or more sick leave days in any six (6) month period for any reason; or discharges five (5) days of sick for the same reason (self or family) in any six (6) month period; or who has discharged sick leave in a pattern indicative of suspected abuse or impropriety, shall be notified by NBC and required to submit a Health Care Provider Certificate or other satisfactory evidence to NBC to justify any subsequent request to discharge sick leave for a period of one hundred eighty (180) days. Notwithstanding the foregoing, when an employee discharges sick leave and provides NBC with appropriate and sufficient documentation to justify said use of sick leave, NBC will not count said sick leave usage in the six (6) day and five (5) day time periods referenced above. Any such certificate must be signed by the employee's duly licensed health care provider or eligible family members' duly licensed health care provider, and may be on a Health Care Provider Certificate, and shall include confirmation of the employee's functional impairment to perform his regular duties and responsibilities or the necessity to attend to the eligible family member. NBC reserves the right to require any employee to undergo an independent medical evaluation (IME) by a physician which NBC selects from the Workers' Compensation Court's approved list of IME physicians. The IME physician shall certify the referred employee's functional impairment or his ability to perform his regular duties and responsibilities. NBC shall schedule and pay for any IME to the extent it is not fully covered by the employee's health insurance provided herein. An employee attending an IME shall be granted administrative leave, unless the IME is scheduled while he is discharging sick leave. Should a health care provider's certificate be insufficient in content, NBC may, at its option, require the employee to undergo an IME. An insufficient health care provider's certificate shall not be cause to place an employee on unauthorized, unpaid leave. Should an employee fail to provide the certificate or evidence specified herein, within a reasonable time period set by NBC, or attend a scheduled IME, then he shall be placed on unauthorized, unpaid leave and shall be subject to discipline up to and including discharge.

An employee afflicted with a singular illness or injury, necessitating an absence of five (5) or more consecutive days, may, in NBC's discretion, be exempted from the mandates of this Section by submitting a written request to NBC's Labor and Employee Relations Manager accompanied by a healthcare provider certificate and/or any other documents reasonably requested by NBC. NBC shall not unreasonably deny any such employee request.

#### D. EXCEPTIONS

The NBC recognizes that from time-to-time, situations arise such as documentable emergencies and there will be a need for an employee to request a deviation from this policy. Each such request shall be considered on its merits on a case-by-case basis and will be approved or denied by the Executive Director or his designee.

12.3 Employees whose basic work week is thirty-five (35) hours shall accrue four (4) hours for each bi-weekly period of service; employees whose basic work week is forty (40) hours shall accrue five (5) hours for each bi-weekly period of service.

12.4 The Union and employees acknowledge and agree that regular and predictable attendance are indispensable and essential functions of each bargaining unit position. Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action. The employees are aware that if reasonable grounds exist to suspect a misuse of sick leave, they may be subject to surveillance during their scheduled working hours.

12.5 When the total accumulation shall amount to 1050 hours (150 days) for an employee assigned to a thirty-five (35) hour work schedule and 1200 hours (150) days for an employee assigned to a forty (40) hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

12.6A When the service of an employee shall be terminated by retirement (mandatory, voluntary or involuntary), or death, such employee or his estate shall be

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entitled to receive fifty percent (50%) of full pay for each hour of accrued sick leave in his credit as of the date of termination.

12.6B On an annual basis the sick leave bonus period will begin at the start of the first pay period in November and end in the last pay period of October the following year, if a non-probationary employee discharges a limited amount of sick leave and has no leave without pay, he shall be eligible to receive a cash bonus as follows:

<u>Hours Used</u> <u>35-Hour Employee</u>	<u>Hours Used</u> <u>40-Hour Employee</u>	<u>Cash</u> <u>Bonus</u>
0 – 21	0 – 24	\$175
21.1 – 35	24.1 – 40	\$125
35.1 – 49	40.1 – 56	\$75
49.1 – over	56.1 – over	-0-

12.7 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation Law, he shall be granted sick leave in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to that part of his salary which is paid as an addition to Workers' Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay. Provided, however, that if it shall be determined during the Workers' Compensation proceeding that the injury resulted from a physical assault arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six (26) weeks of the disability arising from such an assault. During the twenty-seventh (27<sup>th</sup>) week and thereafter for the duration of the employee's disability, deductions from accumulated credit shall be applied as indicated above.

12.8 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons.

- A. At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- B. It is agreed that pregnant employees, who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the NBC of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months and may be extended by mutual consent for an additional nine (9) months for no more than twelve (12) months. Subject to medical approval and certification, an employee may return to work at her option any time following childbirth.
- C. A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.

12.9 Any employee whose employment requires exposure to occupational hazards shall be granted special sick leave credits not to exceed one hundred twenty (120) hours in a calendar year. Such sick leave credits shall be available and sick leave granted upon written recommendation by the Executive Director that it has been determined by blood tests or other approved methods and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

12.10 Sick Leave Bank – The Union and the NBC agree to the establishment of an Employee Sick Leave Bank ("ESLB"), subject to the terms and conditions set forth herein and such rules and regulations as may be promulgated by the ESLB Committee.

The purpose of the ESLB is to generate a pool of employee-donated sick leave which may be used to compensate eligible employees afflicted with a major or

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catastrophic illness or injury (which is not compensable or covered under the Rhode Island Workers' Compensation Act) and who have exhausted all accrued and accumulated sick leave under Section 12.5 of this Article and all other forms of paid leave which may be accumulated under this Agreement.

The ESLB shall be funded with contributions of an employee from his accumulated sick leave. Employee contributions of sick leave are voluntary, but if made, shall be in an initial minimum amount of five (5) days to join the ESLB and two and one-half (2½) days per annual contribution period.

An employee's election to contribute to the ESLB must be expressed in writing on a form provided by NBC. An employee with less than twelve (12) accumulated days of sick leave shall not be permitted to donate to the ESLB under any circumstances. Employee sick leave contributions to the ESLB shall be made annually during the contribution period commencing December 1 and ending December 31. Adjustments to sick leave balances will be made during the first pay period in the subsequent calendar year. All employee sick leave contributions to the ESLB are irrevocable and without any reversionary rights to the donor-employee.

The ESLB shall be governed and administered by a four (4) member ESLB Committee consisting of two (2) designees of the Union, NBC's Executive Director or his designee and NBC's Labor and Employee Relations Manager who shall serve as a non-voting ex-officio member.

The ESLB Committee shall use such data and criteria as it, in its sole discretion, deems necessary for the purpose of assessing and passing upon the merits of any application for sick leave benefits, including but not limited to:

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a) competent medical evidence from a board certified specialist in a relevant field of medicine related to the applicant's affliction, verifying the applicant's diagnosis, treatment, disability from conducting the regular duties and responsibilities of his employment and prognosis;

b) prior utilization and exhaustion of all other sick leave benefits and all other forms of paid leave by the applicant pursuant to other Sections of this Article;

c) the amount of sick leave days donated in the bank and available for all employees in the bargaining unit; and

d) the number of applicants.

No employee shall be entitled to apply for or use sick leave benefits from the ESLB for the illness of anyone but the employee himself. No employee shall be entitled to apply for or use sick leave benefits from the ESLB unless he shall have contributed the initial minimum of five (5) days to join the ESLB and such other contribution requirements as the ESLB Committee may promulgate. No employee who is or has received Workers' Compensation benefits or benefits under the Temporary Disability Act shall be eligible to apply for or receive sick leave benefits from the ESLB. No employee may receive more than sixty (60) days of donated sick leave within five (5) calendar years, unless an extension is granted by the ESLB Committee. An employee discharging donated sick leave shall do so at his regular straight-time rate of pay.

Neither NBC nor the Union shall bear any obligation to replenish the depletion of the ESLB bank; provided, however, in the event of depletion, an employee with the requisite twelve (12) days minimum of accumulated sick leave may donate a portion of his excess accumulation to the ESLB.

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Should the ESLB be abolished through collective bargaining, interest arbitration or otherwise, there shall be no payment or restitution of contributed sick leave to any employee. Any and all disputes of any nature arising out of the administration of the ESLB shall not be subject to the grievance and arbitration provisions of this Agreement, it being expressly understood and agreed that all decisions of the ESLB Committee shall be final and binding.

12.11 Light Duty – The parties recognize the desirability of light duty assignments as a means of returning injured bargaining unit employees to productive employment.

The Executive Director, or his designee, with the agreement of the Union, shall define and assign transitional employment for bargaining unit employees who have job-related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon receipt of clearly defined medical verification subject to the terms herein, the parties hereto shall agree to modify the tasks of the injured employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury, and consistent with the needs of the NBC.

If no transitional employment is available in the employee's classification, the employee may be offered work outside his classification on a limited basis with approval of the Union.

The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the Union, and the NBC's Executive Director and the employee. The transitional employment period shall not exceed six (6)



months unless mutually agreed upon by the Union, the Executive Director and the employee, with supporting medical documentation. In addition, the employee shall submit medical documentation on a monthly basis to the NBC.

If the employee cannot return to this classification and/or assignment based upon medical verification after attaining maximum medical improvement, the NBC will attempt to assist the employee with employment, education, or training in accordance with Workers' Compensation laws and any applicable state law.

If the injury is not job-related and the employee requests to return to work, the Executive Director, upon receipt of medical verification that the injured employee can perform limited tasks in his classification, subject to the needs of the department, and with the agreement of the Union, may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave. Any agreement or approval of the Union under this Section shall not be unreasonably withheld.

Any such transitional employee will not displace or otherwise adversely affect any bargaining unit member while participating in existing statutory rights or responsibilities, including those contained in Title 28 or 42-87 of the R.I.G.L. or in the *Americans with Disabilities Act of 1990*.

12.12 To the extent it may be applicable, the Employer agrees to comply with governing state or federal medical leave legislation including the *Family and Medical Leave Act*, and the *Rhode Island Parental and Family Medical Leave Act*, as may be amended.

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ARTICLE 13  
HEALTH AND DENTAL INSURANCES

13.1 Health and dental insurances for all employees in the bargaining unit shall be provided as follows.

NBC shall provide and said employees shall annually elect coverage as follows:

Option #1: See Benefit Summary set forth in Schedule F; or

Option #2: See Benefit Summary set forth in Schedule F.

Employee premium co-payment obligations for individual coverage are as follows:

Effective the first full pay period after July 1, 2011, employee co-sharing shall be the lesser of two percent (2.00%) of employee's base wages or thirteen percent (13.00%) of premium.

Effective the first full pay period after July 1, 2012, employee co-sharing shall be the lesser of two and one-half percent (2.50%) of employee's base wages or sixteen percent (16.00%) of premium.

Effective the first full pay period after July 1, 2013, employee co-sharing shall be the lesser of three and one-quarter percent (3.25%) of employee's base wages or twenty percent (20.00%) of premium.

Employee premium co-payment obligations for family coverage are as follows:

Effective the first full pay period after July 1, 2011, employee co-sharing shall be the lesser of five percent (5.00%) of employee's base wages or thirteen percent (13.00%) of premium.

Effective the first full pay period after July 1, 2012, employee co-sharing shall be the lesser of six and three-quarters percent (6.25%) of employee's base wages or sixteen percent (16.00%) of premium.

Effective the first full pay period after July 1, 2013, employee co-sharing shall be the lesser of eight and three-quarters percent (8.75%) of employee's base wages or twenty percent (20.00%) of premium.

Employees shall execute a payroll deduction authorization to satisfy the cost-sharing obligations under this Section. Employees may elect to pay their premium co-payments through payroll deduction on a pre-tax basis.

These coverages shall be individual or family as appropriate and as allowed under the rules of the provider.

Annual Wellness Incentives in the amount of \$300 for the contract year commencing July 1, 2011; \$400 for the contract year commencing July 1, 2012; and \$500 for the contract year commencing July 1, 2013, shall be applied to reduce employee co-share contributions providing employees satisfy the wellness criteria established by NBC.

13.2 NBC shall provide and bear the full cost of dental insurance for all employees in the bargaining unit, with an annual benefit of \$1200 per person/\$1200 lifetime orthodontia.

13.3 If an employee provides evidence of coverage with an alternative and substantially equivalent form of health insurance, and makes a voluntary written election to waive his right to health insurance on a form provided by NBC, he shall receive a stipend in lieu of coverage. The stipend in lieu of coverage shall not be included in base compensation for either pension or longevity calculation, nor shall it be considered for purposes of calculating any other employee benefit. The stipend in lieu of coverage shall be limited to two thousand five hundred (\$2500) dollars per calendar year (i.e. January to December) and may be prorated based upon the number of pay periods in



which the waiver is effective. Any employee electing to waive health insurance coverage may rescind the election in conformance with the benefit status changes outlined in IRC 1.125-4. Rescission must be in writing on a form provided by NBC.

13.4 If an employee makes a voluntary written election to waive his right to dental insurance on a form provided by NBC, he shall receive a stipend in lieu of coverage. The stipend in lieu of coverage shall not be included in base compensation for either pension or longevity calculation, nor shall it be considered for purposes of calculating any other employee benefit. The stipend in lieu of coverage shall be one hundred ten (\$110) dollars per calendar year (i.e. January to December) and may be prorated based upon the number of pay periods in which the waiver is effective. Any employee electing to waive dental insurance coverage may rescind the election in conformance with the benefits status changes outlined in IRC 1.125-4. Rescission must be in writing on a form provided by NBC.

13.5 Notwithstanding any provision of this Article, after thirty (30) days notice to the Union, NBC shall have the right at any time to provide substantially equivalent group health or dental coverages under different plans than those referenced in Sections 13.1 and 13.2.

#### ARTICLE 14 RETIREMENT

14.1 Unless otherwise modified by mutual agreement of the parties, all employees employed by the NBC, will become members of the State Employees Retirement System, and will make contributions pursuant to the applicable statutes. Further, unless modified by mutual agreement of the parties, the NBC will not be obligated to contribute to any other pension system.

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ARTICLE 15  
GROUP LIFE INSURANCE

15.1 Employees may participate in and purchase group life insurance coverage at an employee cost.

ARTICLE 16  
LEAVE WITHOUT PAY

16.1 It is agreed that upon written application, an employee may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, or other purpose deemed proper and approved by NBC.

ARTICLE 17  
JURY LEAVE

17.1 Every employee covered by this Agreement who is required to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay or his jury duty pay, whichever is the greater.

17.2 Every employee covered by this Agreement who is subpoenaed to appear in court on NBC business on a day off or during vacation, shall be compensated for the time expended. Any employee who expends time in accordance with this Section shall be paid at the rate of time and one-half. A minimum of four (4) hours shall be allocated to each employee, regardless of the time expended less than four (4) hours.

ARTICLE 18  
MILITARY LEAVE

18.1 Every employee covered by this Agreement who has left or shall leave said position by reason of entering the armed forces of the United States (Active,

Reserve or National Guard) and who has been employed for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position, commencing with the time of leaving said position for said purpose of continuing throughout the duration of said absence required by continuance of service in the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

18.2 For the first sixty (60) calendar days of such involuntary absence, every such employee shall be paid by the NBC the same amount as he would have received had he not been absent from his position.

18.3 During the part of the period of leave described above for which the employee shall receive his salary, he shall also accrue such sick leave and annual leave credits as he would have accrued while working in said position during such period of sixty (60) days.

18.4 Employees on military leave shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in these regulations.

18.5 At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

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ARTICLE 19  
MILITARY TRAINING LEAVE

19.1 Employees covered by this Agreement, who by reason of membership in the Reserve Forces of the United States or the National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose.

19.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

19.3 Such training activities as defined in this Section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

ARTICLE 20  
CALL-IN TIME

20.1 Employees who are called in to report for emergency work after having left their place of employment and outside their regular scheduled work hours shall receive not less than four (4) hours pay at their overtime rate.

ARTICLE 21  
BULLETIN BOARDS – MILEAGE

21.1 The NBC agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted.

21.2 Any employee authorized by the NBC to use his personal car in carrying out his official duties shall be compensated at the rate set by the travel regulations of the Federal General Services Administration or as amended by it.

## ARTICLE 22 UNION REPRESENTATION

22.1 Designation of Union Representatives – The NBC shall be required to recognize any employee as a Union representative provided that the Union has informed the NBC, in writing, of the employee's name, department, and designation as a Union representative. Among the NBC employees within the bargaining unit, the Union may designate and the NBC will recognize not more than any two (2) representatives to serve as the Union's agents in grievance representation of employees; provided, however, that the NBC will recognize up to four (4) representatives for collective bargaining agreement negotiations.

22.2 Leave for Union Business – The NBC will pay properly designated Union representative(s) (but in no event more than two [2] representatives for a grievance and four [4] representatives for collective bargaining negotiations) at his straight-time rate of pay for scheduled work hours lost in attendance at meetings with the NBC pertinent to collective bargaining, grievance adjustment, or representing an employee at any step of the grievance procedure and arbitration. The NBC may refuse to grant leave under this Section if, in the judgment of the NBC, the employee's absence would adversely impact the operations of the employee's department or section. Provided, however, that when an employee intends to be absent because he will be serving as a representative at a grievance, arbitration or Unfair Labor Practice (ULP) hearings, he shall be required to

notify his Section Head of his intended absence at least one (1) week prior to the scheduled arbitration or ULP hearing.

The President or Vice President of Locals 1010 and 2884 shall be granted time off without loss of pay to attend meetings of Council 94's Municipal Conference Board or State Conference Board. It is expressly understood and agreed that the Union shall provide to NBC's Labor and Employee Relations Manager at least three (3) days advance notice of the date of any such scheduled meeting.

## ARTICLE 23 DISCIPLINE

23.1 The NBC hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this Agreement. Any reprimand will be conducted privately and in such a manner as to avoid embarrassment to the employee.

23.2 The NBC shall notify the Union's Business Manager in writing of the imposition of a form of discipline other than an oral reprimand. At any meeting at which the principal topic is the imposition of discipline, except for a counseling session, an employee will be informed of his right to Union representation. The NBC will honor any request in those circumstances.

23.3 Prior to imposing discipline or termination, the NBC may place an employee on administrative leave for a period of three (3) days. The NBC shall provide the employee with notice of allegations of misconduct and afford the employee an opportunity to be heard. If required, the period of administrative leave may be extended to ten (10) days.



23.4 If a disciplined employee has not engaged in any further misconduct or violated applicable employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibilities of his position, then documentation of the following forms of discipline shall be expunged from his employment records after expiration of the time period indicated.

FORM OF DISCIPLINE	TIME PERIOD
Oral Reprimand	6 months
Written Reprimand	1 year
Suspension	2 years from the final date of the suspension term
Demotion	2 years from the effective date of the demotion

An employee's request for expungement will not be considered by the NBC unless it is submitted in writing to his immediate supervisor and a copy of that notice is contemporaneously delivered to the Labor and Employee Relations Manager.

23.5 An employee who has exhausted all forms of leave under this Agreement and fails to report to work may be discharged, provided just cause exists.

#### ARTICLE 24 GRIEVANCE AND ARBITRATION PROCEDURES

##### 24.1 Definition; Exemptions; Exclusivity

A grievance is a dispute between the employee (or the Union) and the NBC which involves the application, meaning or interpretation of the provisions of this Agreement; provided, however, that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his

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probationary period. The procedures set forth in this Article shall comprise the sole and exclusive dispute resolution process for a grievance.

#### 24.2 Procedural Steps

Step 1 – Not later than five (5) days, excluding weekends and holidays, after the event giving rise to the grievance, or when the employee knows or with the exercise of reasonable diligence should have known of the event giving rise to the grievance, whichever is later, the employee (or the Union) must submit his grievance in writing to his section manager. The section manager or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the section manager or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 2 – If the grievance is not settled at Step 1, it shall be presented in writing by the employee (or the Union) to the Executive Director within ten (10) days thereafter, excluding weekends and holidays. The Executive Director shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Executive Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

24.3 Written Presentation – All grievances presented in accordance with the procedures set forth in Section 24.2 shall be signed by the aggrieved employee or a duly authorized Union representative. The signer of the grievance shall make a good faith and *bona fide* effort to state: the facts giving rise to the grievance; the provisions of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and remedy sought. The Labor and Employee Relations Manager or the

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Executive Director may request a meeting with the employee and his duly authorized Union representative.

24.4 Time Limitations – The time limitations set forth in Section 24.2 are the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 24.2, the Employer and Union may extend them by mutual written agreement.

24.5 Submission to Arbitration – Any grievance as defined in Section 24.1 of this Article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the NBC with written demand for arbitration within ten (10) days, excluding weekends and holidays, after the response of the NBC is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

24.6 Arbitrator Selection – The Union's demand for arbitration shall be submitted to the Labor Relations Connection (LRC) with a request that it furnish to the Union and the NBC a list of qualified and impartial arbitrators. The arbitration process shall be governed by the LRC's Labor Arbitration rules in effect as of the date of the demand for arbitration.

24.7 Arbitrator's Authority and Jurisdiction – The authority and jurisdiction of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement. The arbitrator shall have no authority: to add to, detract from, alter, amend or modify any provision of this Agreement; to



impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which: (a) is violative or inconsistent with any of the terms of this Agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this Agreement; or (c) involves any matter wherein the NBC's decision is final and binding under either the terms of this Agreement or by applicable law.

24.8 Binding Effect – Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

24.9 Fees and Expenses of Arbitration – The fees of the LRC and the fees and expenses of the arbitrator shall be shared equally by the Union and the NBC.

## ARTICLE 25 PERSONAL BUSINESS LEAVE

25.1 Personal leave shall be credited to employees in accordance with the attached Schedule G. Employees shall not be requested to state a reason for personal leave. Personal leave shall not be carried over from year to year. An employee must obtain NBC's approval to discharge personal leave by providing at least twenty-four (24) hours notice in advance of the time requested personal leave is to commence. A request for personal leave shall not be granted if, in NBC's judgment, it would interfere with efficient operations; but shall not otherwise be unreasonably denied.

## ARTICLE 26 BEREAVEMENT LEAVE

26.1 Bereavement leave shall be granted to NBC employees for the death of their family members in accordance with the following:

<u>DECEASED FAMILY MEMBER</u>	<u>NUMBER LEAVE DAYS</u>
Spouse	5
Child	5
Mother	5
Father	5
*Domestic Partner	5
Step Child	3
Sister	3
Brother	3
Grandchild	3
Relative Living in Household	3
Mother-in-Law	2
Father-in-Law	2
Grandmother	2
Grandfather	2
Daughter-in-Law	2
Son-in-Law	2
Step Parents	2
Aunt/Uncle	1
Niece/Nephew	1
**First Cousin	1

\*Leave may be granted for domestic partner of the same or opposite sex who has lived in the same household as the employee for at least six (6) months and has made a commitment to continue to live as a family.

\*\*Leave may be granted only for first cousins by blood (i.e. a relationship by consanguinity, not affinity, affection or otherwise).

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Any needed additional days required by the employee may be utilized from the employee's sick leave accumulation.

26.2 Should a bargaining unit employee desire to discharge personal leave or vacation leave to attend the funeral service of an extended family member not covered within the bereavement leave provisions of this Agreement, then said bargaining unit employee shall be able to utilize personal leave or vacation leave to attend the funeral services of said extended family member.

## ARTICLE 27 EDUCATIONAL INCENTIVE AND TUITION REIMBURSEMENT PROGRAM

27.1 Educational Incentive Program – Upon approval and in the discretion of the NBC, an employee will be reimbursed for courses taken which are deemed to be relevant and necessary to the employee's position or advancement to the next higher rated position within the classification. Each employee who has successfully completed a four-course curriculum, approved in advance by the NBC, shall be entitled to a one-step pay increment next above his current base step, or if the employee is at the maximum of the grade, an increment equal in amount to the difference between the last step in the pay range and that step immediately prior thereto.

27.2 Tuition Reimbursement Program – An education benefit will be made available to all members of the bargaining unit in accordance with the following:

- A. Tuition reimbursement shall be funded by the NBC in an amount not to exceed four thousand (\$4000) dollars per fiscal year. Any funds unused shall not be carried over from one fiscal year to another.
- B. Employees shall be allowed to attend courses provided they are outside the employee's normal working hours.
- C. An Education Committee shall be established consisting of three (3) members appointed by the Executive Director and three (3) Union



members appointed by the Union Business Manager. The Education Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for undergraduate and graduate programs, and the career programs.

- D. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of total seniority. Course reimbursement shall be upon successful completion of the course.

## ARTICLE 28 RECLASSIFICATION AND/OR UPGRADING

28.1 Any employee who believes his duties and responsibilities more closely resemble those of a higher rated classification or any employee whose duties have been significantly changed to reflect duties required of a higher classification may seek reclassification or upgrading according to the following procedure:

- A. The employee shall submit a request in writing for reclassification to the Executive Director or his designee who shall furnish the employee with a questionnaire within five (5) working days of said request.
- B. Within five (5) working days from the receipt of the employees completed questionnaire, his immediate supervisor or his designee, shall forward said questionnaire to the Executive Director for evaluation.
- C. Within ninety (90) working days after receipt of said employee's completed questionnaire, the Executive Director shall issue his report which will include findings of fact and conclusions relative to the merits of the employee's claim. The report will be in writing and it will set forth specific reasons for approval or denial. A copy of this report will be forwarded to the employee and the Union's Business Manager.

The Executive Director's report will be deemed final and binding unless within ten (10) working days of its issuance the employee files a grievance, in which event the grievance shall be processed in accordance with the grievance and arbitration procedure set forth herein.

ARTICLE 29  
NO STRIKES OR LOCKOUTS

29.1 Proscribed Activity by Employee/Employer – No employee covered by this Agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this Agreement. The Employer will not cause a lockout of any employees.

29.2 Further, the Union and its representatives shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit-down, sit-in, slowdown, work cessation, work stoppage or work interruption, work boycott, collective absenteeism for alleged illness or withholding of services of any kind during the life of this Agreement, or ratify, condone or lend support to any such conduct or action.

ARTICLE 30  
HEALTH AND SAFETY COMMITTEES

30.1 All existing Health and Safety Committees shall be recognized and shall be comprised of an equal number of NBC and Union designees. Each such Committee shall meet at least once every three (3) months and shall address occupational health and safety issues which may arise. All employees are encouraged to immediately report, in writing, any perceived health and safety issue to the Committee for his site. Each such Committee shall apprise NBC of all health and safety issues as soon as they are reported and shall propose solutions which NBC shall evaluate.

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ARTICLE 31  
EARLY RETIREMENT INCENTIVE PROGRAM

31.1 NBC shall offer the Early Retirement Incentive Program ("ERIP") to eligible employees in the respective bargaining units of Council 94 in accordance with the terms and conditions of a Memorandum of Agreement of even date herewith which shall be incorporated by reference herein.

ARTICLE 32  
DURATION OF AGREEMENT – SEPARABILITY

32.1 Duration of Agreement – This Agreement is effective from July 1, 2011 and shall continue in full force and effect through midnight on June 30, 2014.

32.2 Separability – If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.




IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS  
31st DAY OF MAY, 2011.

**FOR THE NARRAGANSETT BAY COMMISSION:**

  
WITNESS

  
RAYMOND J. MARSHALL, P.E.  
EXECUTIVE DIRECTOR

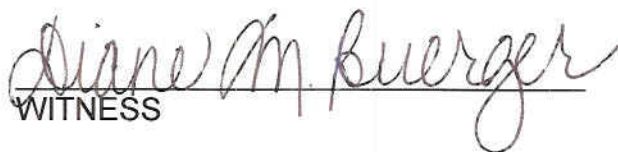
  
WITNESS

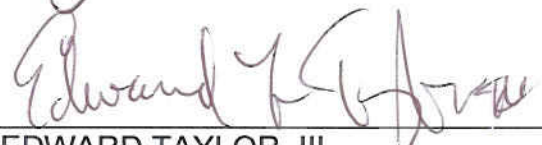
  
VINCENT J. MESOLELLA  
CHAIRMAN

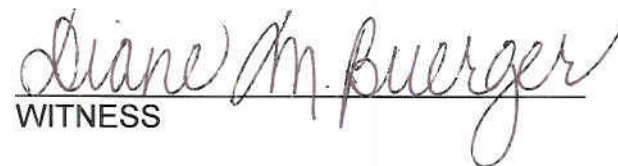
**FOR COUNCIL 94:**

  
WITNESS

  
JACK P. PALAZZO,  
SENIOR BUSINESS AGENT

  
WITNESS

  
EDWARD TAYLOR, III  
PRESIDENT, LOCAL 1010

  
WITNESS

  
STEPHEN W. STRYCHARZ  
PRESIDENT, LOCAL 2884



CLASS TITLE	WORK WEEK (Hours)
<b>ADMINISTRATION AND FINANCE DIVISION</b>	
<u>Accounting Section</u>	
Fiscal Clerk – Accounting	35
<u>Customer Service Section</u>	
Customer Service Representative	35
Field Investigator	35
Sr. Fiscal Clerk – Customer Service	35
<b>OPERATIONS AND ENGINEERING DIVISION</b>	
<u>Interceptor Maintenance Section</u>	
IM Mechanic	40
IM Operator II	40
IM Operator III	40
IM Operator IV	40
<u>Wastewater Treatment Section/Operations Unit</u>	
BP Contract Coordinator	40
E&I Technician	40
Electrical Foreman (BP)	40
Electrician	40
Heavy Equipment Operator (BP)	40
Inventory Control Clerk	40
Maintenance Scheduler/Planner (BP)	40
Mechanic I	40
Mechanic II	40
Operator I	40
Operator II	40

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## COUNCIL 94

## SCHEDULE A

Process Monitor	40
SCADA System Operator	40
Utility Crew Foreman	40
<b>PLANNING, POLICY &amp; REGULATION DIVISION</b>	
<u>EMDA Section</u>	
EMDA Clerk	35
EMDA Data Assistant	35
Environmental Monitor	35
<u>Laboratory Section</u>	
Biologist	35
Chemist	35
<u>Pretreatment Section</u>	
Pretreatment Clerk	35

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Schedule July 2011

with 1.75%

1	13.48	13.82	14.14	14.48	14.80	15.14	15.46	15.79	16.13	16.45	16.79
2	14.69	15.05	15.40	15.76	16.12	16.47	16.83	17.20	17.55	17.91	18.26
3	15.98	16.37	16.76	17.16	17.54	17.93	18.33	18.71	19.10	19.50	19.88
4	17.41	17.84	18.25	18.68	19.10	19.53	19.95	20.37	20.80	21.23	21.65
5	18.95	19.41	19.87	20.34	20.80	21.26	21.72	22.18	22.65	23.11	23.58
6	20.27	20.84	21.42	21.99	22.57	23.15	23.72	24.30	24.87	25.45	26.02
7	22.07	22.69	23.32	23.94	24.57	25.20	25.82	26.44	27.08	27.70	28.32
8	24.03	24.70	25.39	26.07	26.75	27.43	28.11	28.79	29.47	30.15	30.84
9	26.16	26.89	27.65	28.38	29.12	29.85	30.61	31.34	32.09	32.82	33.57
10	28.48	29.28	30.09	30.89	31.70	32.51	33.31	34.13	34.93	35.73	36.55

SCHEDULE B

Handwritten notes in blue ink: "JM", "RM", and a circled signature.

Schedule July 2012  
with 2.00%

1	13.75	14.10	14.42	14.77	15.10	15.44	15.77	16.11	16.45	16.78	17.13
2	14.98	15.35	15.71	16.08	16.44	16.80	17.17	17.54	17.90	18.27	18.63
3	16.30	16.70	17.10	17.50	17.89	18.29	18.70	19.08	19.48	19.89	20.28
4	17.76	18.20	18.62	19.05	19.48	19.92	20.35	20.78	21.22	21.65	22.08
5	19.33	19.80	20.27	20.75	21.22	21.69	22.15	22.62	23.10	23.57	24.05
6	20.68	21.26	21.85	22.43	23.02	23.61	24.19	24.79	25.37	25.96	26.54
7	22.51	23.14	23.79	24.42	25.06	25.70	26.34	26.97	27.62	28.25	28.89
8	24.51	25.19	25.90	26.59	27.29	27.98	28.67	29.37	30.06	30.75	31.46
9	26.68	27.43	28.20	28.95	29.70	30.45	31.22	31.97	32.73	33.48	34.24
10	29.05	29.87	30.69	31.51	32.33	33.16	33.98	34.81	35.63	36.44	37.28

SCHEDULE C

  
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 R.M.

Schedule July 2013  
with 2.25%

1	14.06	14.42	14.74	15.10	15.44	15.79	16.12	16.47	16.82	17.16	17.52	17.89
2	15.32	15.70	16.06	16.44	16.81	17.18	17.56	17.93	18.30	18.68	19.05	19.43
3	16.67	17.08	17.48	17.89	18.29	18.70	19.12	19.51	19.92	20.34	20.74	21.15
4	18.16	18.61	19.04	19.48	19.92	20.37	20.81	21.25	21.70	22.14	22.58	23.03
5	19.76	20.25	20.73	21.22	21.70	22.18	22.65	23.13	23.62	24.10	24.59	25.09
6	21.15	21.74	22.34	22.93	23.54	24.14	24.73	25.35	25.94	26.54	27.14	27.75
7	23.02	23.66	24.33	24.97	25.62	26.28	26.93	27.58	28.24	28.89	29.54	30.20
8	25.06	25.76	26.48	27.19	27.90	28.61	29.32	30.03	30.74	31.44	32.17	32.92
9	27.28	28.05	28.83	29.60	30.37	31.14	31.92	32.69	33.47	34.23	35.01	35.81
10	29.70	30.54	31.38	32.22	33.06	33.91	34.74	35.59	36.43	37.26	38.12	39.00

SCHEDULE D

Handwritten notes in blue ink:  
  
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**Holidays occurring on a Saturday are observed on the preceding Friday; those on a Sunday on the Monday following.**

**CALENDAR YEAR 2011**

New Year's Day	Saturday, January 1, 2011 (Observed Friday, December 31, 2010)
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 17, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Victory Day	Monday, August 8, 2011
Labor Day	Monday, September 5, 2011
Columbus Day	Monday, October 10, 2011
Veterans' Day	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 24, 2011
Christmas Day	Sunday, December 25, 2011 (Observed Monday, December 26, 2011)

**2011**

*Last day to apply "lose or use" Vacation and Personal time: December 31, 2011*

*First day upfront Vacation and Personal time can be used: January 1, 2012*

**CALENDAR YEAR 2012**

New Year's Day	Sunday, January 1, 2012 (Observed Monday, January 2, 2012)
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 16, 2012
Memorial Day	Monday, May 28, 2012
Independence Day	Wednesday, July 4, 2012
Victory Day	Monday August 13, 2012
Labor Day	Monday, September 3, 2012
Columbus Day	Monday, October 8, 2012
Election Day	Tuesday November 6, 2012
Veterans' Day	Sunday, November 11, 2012 (Observed Monday, November 12, 2012)
Thanksgiving Day	Thursday, November 22, 2012
Christmas Day	Tuesday, December 25, 2012

**2012**

*Last day to apply "lose or use" Vacation and Personal time: December 29, 2012*

*First day upfront Vacation and Personal time can be used: December 30, 2012*

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**Holidays occurring on a Saturday are observed on the preceding Friday; those on a Sunday on the Monday following.**

**CALENDAR YEAR 2013**

New Year's Day	Tuesday, January 1, 2013
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 21, 2013
Memorial Day	Monday, May 27, 2013
Independence Day	Thursday, July 4, 2013
Victory Day	Monday, August 12, 2011
Labor Day	Monday, September 2, 2013
Columbus Day	Monday, October 14, 2013
Veterans' Day	Monday, November 11, 2013
Thanksgiving Day	Thursday, November 28, 2013
Christmas Day	Wednesday, December 25, 2013

**2013**

*Last day to apply "lose or use" Vacation and Personal time: December 28, 2013*

*First day upfront Vacation and Personal time can be used: December 29, 2013*

**CALENDAR YEAR 2014**

New Year's Day	Wednesday, January 1, 2014
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 20, 2014
Memorial Day	Monday, May, 26, 2014
Independence Day	Friday, July 4, 2014
Victory Day	Monday, August 11, 2014
Labor Day	Monday, September 1, 2014
Columbus Day	Monday, October 13, 2014
Election Day	Tuesday, November 4, 2014
Veterans' Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Christmas Day	Thursday, December 25, 2014

**2014**

*Last day to apply "lose or use" Vacation and Personal time: December 27, 2014*

*First day upfront Vacation and Personal time can be used: December 28, 2014*

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# SCHEDULE F

	PLAN A	PLAN B
<b>PCP REFERRAL REQUIRED</b>	no	no
<b>IN-NETWORK</b>		
Calendar year deductible	\$0	\$0
Out-of-pocket maximum	n/a	n/a
Coinsurance	n/a	n/a
<b>OFFICE VISITS</b>		
Personal physician	\$15 co-pay	\$15 co-pay
Specialist	\$15 co-pay	\$15 co-pay
Allergy or dermatology services	\$15 co-pay	\$15 co-pay
Chiropractic	\$15 co-pay (up to 12 visits per CY)	\$15 co-pay (up to 12 visits per CY)
Routine eye exams	\$15 co-pay (1 annual exam)	\$15 co-pay (1 annual exam)
<b>URGENT CARE</b>		
Urgent Care Center	\$15 co-pay	\$25 co-pay
Emergency room visits	\$100 co-pay (waived if admitted)	\$100 co-pay (waived if admitted)
Ambulance service - ground	\$50 co-pay	100% coverage
Ambulance service - air & water	\$50 co-pay	100% coverage
<b>PREVENTIVE &amp; DIAGNOSTIC TESTS</b>		
Lab services, machine tests and x-rays (preventive)	100% coverage	100% coverage
Lab services, machine tests and x-rays (diagnostic)	100% coverage	100% coverage
<b>OTHER OUTPATIENT CARE</b>		
Physical therapy	\$15 co-pay	\$15 co-pay
Occupational therapy	\$15 co-pay	\$15 co-pay
Speech therapy	\$15 co-pay	\$15 co-pay
Durable medical equipment	80% coverage	100% coverage
Prosthetic devices	80% coverage	100% coverage
Ostomy supplies	80% coverage	100% coverage
Orthopedic braces	80% coverage	100% coverage
Wigs (hair prosthesis)	80% coverage (up to \$350 max)	100% coverage (up to \$350 max)
Home health	100% coverage (some limitations)	100% coverage (some limitations)
Hospice care	100% coverage	100% coverage
<b>INPATIENT CARE</b>		
General or chronic disease hospital	100% coverage	100% coverage
Rehabilitation hospital care	100% coverage	100% coverage
Skilled nursing facility care	100% coverage (up to 180 days per yr)	100% coverage (up to 180 days per yr)
<b>SURGICAL/MEDICAL SERVICES</b>		
Surgery & related anesthesia	100% coverage	100% coverage
Obesity surgery	100% coverage	100% coverage
TMJ surgery	100% coverage	100% coverage
<b>BEHAVIORAL HEALTH</b>		
Inpatient mental health	100% coverage	100% coverage
Inpatient chemical dependency	100% coverage (detox: up to 5 admissions or 30 days in CY; rehab: up to 30 days per CY)	100% coverage (detox: up to 5 admissions or 30 days in CY; rehab: up to 30 days per CY)
Outpatient mental health	\$15 co-pay (up to 30 visits per CY)	\$15 co-pay (up to 30 visits per CY)
Outpatient chemical dependency	\$15 co-pay (up to 30 hours per CY)	\$15 co-pay (up to 30 hours per CY)
<b>PRESCRIPTION DRUG BENEFITS</b>		
Retail (30-day supply)	\$7/\$25/\$40	\$7/\$25/\$40
Mail-order (90-day supply)	2 times retail	2 times retail
<b>OUT-OF-NETWORK</b>		
Calendar year deductible	\$200 per ind / \$600 per fam	\$250 per ind / \$500 per fam
Out-of-pocket maximum	\$3,200 per ind / \$9,600 per fam (includes deductible)	\$3,000 per ind / \$6,000 per fam (includes deductible)
Coinsurance	80% coverage (based upon allowance)	80% coverage (based upon allowance)



**PERSONAL BUSINESS LEAVE**

70 hour employee (7.0 hours = one day)

80 hour employee (8.0 hours = one day)

**2011**

Employees hired between January 1, 2011 and March 31, 2011 will be credited with 4 personal days.

Employees hired between April 1, 2011 and June 30, 2011 will be credited with 3 personal days.

Employees hired between July 1, 2011 and September 30, 2011 will be credited with 2 personal days.

Employees hired between October 1, 2011 and November 30, 2011 will be credited with 1 personal day.

**2012**

Employees hired between January 1, 2012 and March 31, 2012 will be credited with 4 personal days.

Employees hired between April 1, 2012 and June 30, 2012 will be credited with 3 personal days.

Employees hired between July 1, 2012 and September 30, 2012 will be credited with 2 personal days.

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**2013**

Employees hired between January 1, 2013 and March 31, 2013 will be credited with 4 personal days.

Employees hired between April 1, 2013 and June 30, 2013 will be credited with 3 personal days.

Employees hired between July 1, 2013 and September 30, 2013 will be credited with 2 personal days.

Employees hired between October 1, 2013 and November 30, 2013 will be credited with 1 personal day.

**2014**

Employees hired between January 1, 2014 and March 31, 2014 will be credited with 4 personal days.

Employees hired between April 1, 2014 and June 30, 2014 will be credited with 3 personal days.

Employees hired between July 1, 2014 and September 30, 2014 will be credited with 2 personal days.

Employees hired between October 1, 2014 and November 30, 2014 will be credited with 1 personal day.

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RTM  
(SWS)

MEMORANDUM OF AGREEMENT  
ON  
EARLY RETIREMENT INCENTIVE PROGRAM

This Memorandum of Agreement is entered into as of this 1<sup>st</sup> day of July, 2011 by and between the Narragansett Bay Commission ("NBC and Rhode Island Council 94, AFSCME, Locals 1010 and 2884 ("Council 94").

WHEREAS during negotiations with NBC for their respective successor collective bargaining agreement (the "CBA") for the period commencing July 1, 2011 through June 30, 2014, Council 94 discussed offering certain employees an additional early retirement incentive program (the "ERIP"); and

WHEREAS, NBC and Council 94 have agreed to the terms and conditions of the ERIP and are now desirous to memorialize their agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally and equitably bound hereby, NBC and Council 94 agree as follows:

- (1) NBC shall offer the ERIP only to eligible employees in the respective bargaining units of Council 94.
- (2) To be eligible to participate in the ERIP, an employee must be at least fifty (50) years of age by the date that he gives NBC notice that he plans to retire.
- (3) To be eligible to participate in the ERIP, employees must have worked for NBC and/or the former Blackstone Valley District Commission for at

VM [Signature] [Signature] [Signature]

least ten (10) years as of the date that he gives NBC notice that he plans to retire.

(4) Employee participation in the ERIP is completely voluntary.

(5) Any eligible employee, who elects to participate in the ERIP, must submit a written application for early retirement to NBC's Labor and Employee Relations Manager at least ninety (90) days prior to their intended retirement date.

(6) If his retirement date is between July 1, 2011 and June 30, 2014, an eligible employee shall receive a single lump sum payment of fifty (50) percent of his base salary to be paid at the time of retirement. The amount will be calculated on the base salary as of the date that he states his intention to NBC that he plans to retire. The term "base salary" as used herein is the current compensation level at step and grade which the employee is currently in; excluding longevity, merit pay, overtime pay, and any and all other forms of compensation under the CBAs. It is further expressly understood and agreed that the lump sum payment described herein shall be reduced by all regular and customary payroll deductions and withholdings, including without limitation, state and federal taxes, FICA, Medicare, etc.

(7) Any eligible employee electing to participate in the ERIP agrees that submission to NBC of a written application to participate in the ERIP shall constitute a notice to retire from employment with NBC.

VM J.P.R. at RM  
(SWS)



(8) Council 94, on behalf of each eligible employee electing to participate in the ERIP, agrees that any participating employee shall not receive benefits under the Employment Security Act, RIGL 28-42-1 *et seq.*, which benefits are commonly known as "unemployment compensation". Council 94, on behalf of each employee electing to participate in the ERIP, does promise, covenant and agree not to apply for unemployment compensation on or after retirement from NBC, it being understood and agreed that an employee's acceptance of benefits from NBC under the ERIP constitutes voluntarily leaving of employment without good cause, thereby rendering each employee ineligible for unemployment compensation. (*Hill v. Department of Labor and Training, Board of Review*, District Court, Sixth Division, Quirk, District Court Judge, A.A. No. 00-54).

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J.P. W.  
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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
THIS 31<sup>st</sup> DAY OF MAY, 2011.

**FOR THE NARRAGANSETT BAY COMMISSION**

*Karen E. Rossi*  
WITNESS

*Karen E. Rossi*  
WITNESS

*Raymond J. Marshall*  
RAYMOND J. MARSHALL, P.E.  
EXECUTIVE DIRECTOR

*Vincent J. Mesolella*  
VINCENT J. MESOLELLA  
CHAIRMAN

**FOR COUNCIL 94**

*Diane M. Buerger*  
WITNESS

*Diane M. Buerger*  
WITNESS

*Diane M. Buerger*  
WITNESS

*Jack P. Palazzo*  
JACK P. PALAZZO  
SR. BUSINESS AGENT, LOCAL 1010

*Edward Taylor, III*  
EDWARD TAYLOR, III  
PRESIDENT, LOCAL 1010

*Stephen W. Strycharz*  
STEPHEN W. STRYCHARZ  
PRESIDENT, LOCAL 2884

VM.  
JPR  
KTM

COM 1.5      Please provide a copy of the non-union employee handbook.

***Answer:***      See attached.

By: WEE



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## **MESSAGE FROM THE EXECUTIVE DIRECTOR**

The topics addressed in the Non-Union Employee Handbook are important to all employees. Hopefully, it will address the questions most frequently asked and identifies your responsibilities, rights, privileges, and benefits.

NBC's intent is to create a workplace atmosphere designed to be responsive to employee problems and ensure that issues are handled with mutual dignity and respect.

NBC is proud to have you aboard to help us accomplish our mission "to maintain a leadership role in the protection and enhancement of water quality in Narragansett Bay and its tributaries by providing safe and reliable wastewater collection and treatment services to its customers at a reasonable cost".

Sincerely,

Raymond J. Marshall, P.E.  
Executive Director

## **INTRODUCTORY STATEMENT**

The Non-Union Employee Handbook (Handbook) is designed to familiarize you with policies, procedures and benefits of the Narragansett Bay Commission (NBC). All employees must review and understand the contents. If you have any questions after you have read the Handbook or at any time during your employment, please contact the Human Resources Office (extension 435).

The policies, procedures and benefits described in this Handbook may be amended from time to time at the discretion of the NBC. The language used in this Handbook is not intended to, nor does it create a contract between the NBC and its employees for continued employment or employee benefits. Your employment with the NBC is at will and not for any specified term. In other words, by accepting employment at the NBC, you agree to render personal services to the NBC for an indefinite term. Either you or the NBC may terminate the employment relationship without cause.

Remember that the content of this Handbook does not constitute a contract of employment or a guarantee of future employment. It is offered for general informational purposes and is intended only as a guideline.

The policies and procedures set forth herein may be altered, from time to time, as circumstances may require, or as may be deemed necessary by the NBC. The NBC will endeavor to publish modifications of policies and procedures included herein and to notify you accordingly.

## **BACKGROUND OF THE NARRAGANSETT BAY COMMISSION (NBC)**

The Narragansett Bay Commission (NBC) was established by the Rhode Island General Assembly in 1980 to improve the water quality of the Narragansett Bay and its tributaries. At that time, the Field's Point Wastewater Treatment Facility in Providence was responsible for allowing nearly 65 million gallons of untreated or partially treated sewage to flow into Rhode Island's waters everyday, jeopardizing the state's and region's environmental and economic well-being.

The NBC took over the failing facility from the City of Providence in 1982; and spent the next decade and over ninety million dollars rehabilitating and transforming the facility into a state-of-the-art operation. In 1992, when the Field's Point facility's rehabilitation was complete, the NBC expanded its responsibilities to include the acquisition of the former Blackstone Valley District Commission and its Bucklin Point Wastewater Treatment Facility in East Providence.

The NBC service area encompasses the metropolitan Providence and Blackstone Valley areas, which includes Providence, North Providence, Johnston, Pawtucket, Central Falls, Cumberland, Lincoln, the northern portion of East Providence and small sections of Cranston and Smithfield.

As a regulated public utility, the NBC relies solely on sewer charges to fund the 24 hour a day, 7 day a week operation of the state's two largest wastewater treatment facilities and wastewater collection system.

The NBC has been locally and nationally recognized for its vast environmental achievements to improve the condition of Narragansett Bay and its contributing waterways.

We would like to welcome you as the newest member of the NBC, an organization committed to protect and preserve Narragansett Bay and its tributaries.



# **100 EMPLOYMENT**

## **101 EMPLOYEE RELATIONS**

The NBC believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns directly to their supervisors or the Labor and Employee Relations Manager, extension 340.

When employees communicate directly with supervisors, it creates a positive work environment. We believe that the NBC demonstrates its commitment to employees through timely and effective responses to employee concerns.

## **102 EQUAL EMPLOYMENT OPPORTUNITY**

The NBC embraces Equal Opportunity and Affirmative Action as both an ethical commitment and sound policy in all employment decisions. It is the policy of the NBC to promote fair and equitable treatment of all employees, and to comply with Federal and State legislation in an active commitment to Equal Employment Opportunity and Affirmative Action.

Employment decisions include hiring, upgrading, promotion or demotion, recruitment, advertising, solicitation for positions of employment, treatment during employment, compensation or other forms of remuneration, layoff or termination.

Equal Opportunity requires that organizational practices guarantee the same opportunities to all individuals regardless of race, color, sex, age, national origin, gender identity or expression or other factors that cannot, by law, be used to exclude them from participating fully in the system.

Affirmative Action is the use of positive, results oriented practices to ensure that protected members of under-represented classes will be represented at the NBC. This is in keeping with federal and state law. Employee inquiries should be directed to the Human Resources Manager, extension 435.

The complete Affirmative Action Plan is available for review in the Human Resources Office. Copies of the Affirmative Action and Equal Employment Opportunity Policy are posted on all main NBC bulletin boards and on Baynet.

The NBC has created an Affirmative Action Committee. Interested parties should contact the Human Resources Office.

## **103 AMERICANS WITH DISABILITIES ACT**

The NBC complies with the federal Americans with Disabilities Act (ADA) of 1990. The NBC bases all employment decisions on an employee's qualifications to perform the essential functions of the job, with or without reasonable accommodations that do not impose an undue hardship on the NBC. Issues concerning the ADA and/or reasonable accommodations should be brought to the attention of the Human Resources Manager.

There are situations where issues concerning ADA are initially handled by the Labor and Employee Relations Manager, and then communicated to the HR Manager for implementation.

## **104 INFORMATION, COUNSELING, AND ADVOCACY**

Anyone may seek advice, information or counseling on any matter, including matters relating to harassment. Names and telephone numbers of these resources are listed under "Information/Counseling Resources".

## **105 INFORMATION/COUNSELING RESOURCES**

NBC provides EAP services to all NBC employees and their eligible family members. Resources International Employee Assistance Services (RIEAS) can be reached at 1-800-445-1195 for confidential help. (For more information, see Section 516 on page 24.)

## **106 INTERNAL CONTACT LIST**

Human Resources Manager	401-461-8848, extension 435
Labor and Employee Relations Manager	401-461-8848, extension 340
Executive Director	401-461-8848, extension 300

## **107 EXTERNAL FILING REMEDIES**

While it is NBC's goal to investigate and resolve harassment complaints internally, individuals who believe they have been subjected to discrimination and/or harassment may also file a formal complaint with either or both of the following Governmental Enforcement Agencies:

RI Commission for Human Rights	401-222-2662
Equal Employment Opportunity Commission	800-669-4000

## **108 PROMOTIONS**

The NBC supports the personal and professional growth of all personnel. When job vacancies occur, employees will be considered for promotion if they show initiative, are high performers, and possess at least the minimum qualifications in education and experience.

## **109 HIRING OF RELATIVES**

The employment of relatives or household members can cause serious problems, including charges of favoritism, conflicts of interest, family discord and scheduling conflicts that work to the disadvantage of both the Commission and its employees. Therefore, it is the policy of the NBC not to hire relatives or household members of any current employee or board member in any capacity. Please refer to NBC's Anti-Nepotism Hiring Policy for an expanded definition of relative/household member.

## **110 IMMIGRATION LAW COMPLIANCE**

The NBC will comply with its obligations under the Immigration Reform and Control Act of 1986. This statute makes it illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual's natural origin or citizenship status. It is illegal to discriminate against work eligible individuals.

## **111 CONFLICTS OF INTEREST**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the NBC wishes its business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Employees should contact NBC's General Counsel for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the NBC's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she disclose to NBC's General Counsel as soon as possible the existence of any action or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which NBC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving NBC.

## **112 ETHICS STATEMENT**

Employees are reminded that they are under the jurisdiction of the Rhode Island Ethics Commission; and therefore, subject to its regulations as set forth in Rhode Island General Laws §36-14-1 et seq. In addition, it is the policy of the NBC that each employee shall work for the benefit of the NBC, its customers and the public it serves. Public confidence and trust are eroded when the conduct of the NBC is subject to improper influence or even the appearance of such. Employees shall not exceed their authority, breach the law, act dishonestly or ask others to do so. They shall discharge faithfully their duties and responsibilities regardless of personal considerations, recognizing that the public interest must be their primary concern. They shall conduct their official duties in such a manner as to bear the closest public scrutiny, an obligation that is not fully discharged by simply acting within the law. Failure to conduct one's self in accordance with this policy may be cause for disciplinary action, up to and including termination.

Every NBC employee shall conscientiously fulfill all of the duties of his/her office or position. By way of example, but without limitation, the following precepts shall apply to all NBC employees.

(1) No NBC employee shall, while serving as such, have any financial interest, or engage in any employment, or incur any obligation which is in direct conflict with the proper discharge of his duties or employment with the NBC.

(2) No NBC employee shall accept any other employment which will impair his/her independence of judgment as to his/her official duties or employment with the NBC or which may require him/her to disclose confidential information acquired in the course of and by reason of his/her official duties for the NBC.

(3) No NBC employee shall willfully and knowingly disclose, for pecuniary gain, to any person, confidential information acquired in the course of and by reason of his/her official duties.

(4) No NBC employee shall use his/her position or office with the NBC or confidential information received through his/her position with the NBC to obtain financial gain.

(5) No NBC employee shall engage anyone with NBC funds who does not perform tasks which contribute substantially to the interests of the NBC and which are commensurate with the compensation received.



If employees have questions or concerns regarding a particular ethical situation, they should request a written opinion from the NBC's legal counsel and/or the Rhode Island State Ethics Commission prior to engaging in any potentially unethical behavior.

## **113 OUTSIDE EMPLOYMENT**

No full-time employee shall during the period of his/her employment by the NBC engage in any other private employment, profession or business, except with proper notice to the Executive Director. Employees may hold outside jobs as long as they meet the performance standards of their job with the NBC. All employees will be judged by the same performance standards and will be subject to the NBC's scheduling demands, regardless of any existing outside work requirements.

If the NBC determines that an employee's outside work interferes with performance or the ability to meet the requirements of the NBC as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the NBC. Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the NBC for materials produced or services rendered while performing their jobs.

## **200 GETTING STARTED**

### **201 EMPLOYEE IDENTIFICATION CARD**

All new employees receive photo identification cards (ID card). Human Resources initiates the paperwork for you to obtain your card. Your ID card is required to access the time clock as well as into NBC Buildings; and must be visible at all times. The ID card is the property of the NBC and must be returned upon termination of employment.

### **202 RESPONSIBLE USE OF ELECTRONIC MAIL/VOICE MAIL/ INTERNET**

NBC provides Voice Mail, Electronic Mail (e-mail) and internet access for use by NBC employees primarily for NBC business. All e-mail, voice mail messages, and other communication sent internally or externally using NBC's computers or communications systems are the property of NBC. Therefore, employees should not expect that any messages transmitted using these systems are private.

Please refer to the NBC's Policies Manual or Baynet to review the complete policies.

## **300 EMPLOYMENT STATUS AND RECORDS**

### **301 EMPLOYMENT CLASSIFICATIONS**

Employment classifications at the Narragansett Bay Commission are defined as:

- Full/Part Time

Full Time – A position that is budgeted for 1,820 (70 hour pay period) or 2,080 (80 hour pay period) or more regular work hours per year.

Part Time – A position that is budgeted for more than 30 hours but less than 70 hours per pay period.

- Exempt/Non-Exempt

Exempt – In accordance with the Fair Labor Standards Act (FLSA), a position that is excluded or exempt from overtime compensation for time worked in excess of regularly scheduled hours per week is classified as Exempt.

Non-Exempt – In accordance with FLSA, a position that is compensated at time and one half hours for hours worked in excess of regularly scheduled hours per week is classified as Non-Exempt.

#### Overtime

NBC compensates all Non-Exempt staff members for hours worked in excess of their 35 or 40 regularly scheduled hours in a workweek at one and one-half times their hourly rate. This is in compliance with the FLSA. Overtime must be approved by the supervisor in advance. All hours up to an employee's regularly scheduled hours during any given pay period will be considered regular hours.

### **302 PRE-EMPLOYMENT SCREENING**

The NBC relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented throughout the hiring process and employment.

To ensure that individuals who join the NBC are well qualified and have a strong potential to be productive and successful, it is the policy of the NBC to check the employment references, educational credentials and other data provided during the pre-employment process of all selected applicants. Any material misrepresentations, falsifications, or omissions in any of this information or data shall result in the NBC's exclusion of the individual from further consideration for employment and/or referral

for criminal prosecution. Should any material misrepresentations, falsifications or omissions in any of the information or data provided in the pre-employment process be discovered subsequent to hire, the employee shall be subject to immediate discharge.

A preplacement physical, drug screen, and background criminal investigation are required as part of the post offer/preplacement process. In addition, a motor vehicle record check may also be required.

### **303 AT WILL EMPLOYMENT AGREEMENT**

All non-union employees must sign an At Will Employment Agreement prior to their start date. A copy of an agreement may be obtained in the Human Resources Office.

### **304 ACCESS TO PERSONNEL FILES**

The NBC maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the NBC, and access to the information they contain is restricted. The personnel files are accessible only to authorized Human Resources staff, Labor and Employee Relations Manager, and Directors who have a valid demonstrable need to obtain specific information from an employee's personnel record.

### **305 PERSONAL DATA CHANGES**

Employees must notify the Human Resources Office of any changes that need to be made in the following categories: name, address, telephone number, marital status, dependents, beneficiaries, and emergency contact information. This will enable the Human Resources Office to maintain accurate records, thus allocating your proper pay, deductions and benefits.

### **306 PERSONNEL FILE REVIEW**

Any employee who wishes to view his/her personnel file must submit a written request to the Human Resources Office to schedule a mutually convenient appointment. Employees may review their own personnel files in the NBC's offices and in the presence of a Human Resources staff member.



### **307 COMPENSATION**

Compensation should be viewed as including the following components: 1) annual base salary; 2) the value of the NBC's employee benefits, such as health, dental, vision or waiver, long term disability insurance, retirement plan contributions, and plans such as tuition reimbursement, employee assistance, professional development opportunities, 3) lump sum merit increases, and 4) sick leave bonuses.

### **308 COMPENSATION PHILOSOPHY**

The objective of the NBC's Non-Union Salary Administration Program is to ensure that the organization is able to attract, retain and motivate qualified and productive employees in a fair and equitable manner while providing a framework where compensation decisions are based on skills, knowledge and performance of the individual. The NBC's Personnel Committee has been established to oversee compensation policies and practices.

### **309 PERFORMANCE EVALUATIONS**

The performance evaluation process for non-union employees takes place twice a year on a common date for all employees; and increases, if awarded become effective as of the first day of the common pay period established for all employee increases. This process is an opportunity for an employee and his/her supervisor to have an in-depth, individualized discussion that formalizes job performance expectations, documents performance results and offers an opportunity for joint development of performance objectives for the coming year.

### **310 POST EMPLOYMENT REFERENCES**

When an employee leaves the NBC and has completed the "Release Form", the Human Resources Office will respond to reference check inquiries. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry. The Human Resources Office is the only department authorized to respond to reference inquiries.

# 400 EMPLOYEE LEAVES

## 401 BEREAVEMENT LEAVE

Bereavement leave shall be granted to NBC employees for the death of their family members in accordance with the following:

Deceased Family Member	Number of Leave Days Per Incident
Spouse	5
Child	5
Mother	5
Father	5
*Domestic Partner	5
Step Child	3
Sister	3
Brother	3
Grandchild	3
Relative Living in Household	3
Mother-in-Law	2
Father-in-Law	2
Grandmother	2
Grandfather	2
Daughter-in-Law	2
Son-in-Law	2
Step Parents	2
Aunt/Uncle	1
Niece/Nephew	1
**First Cousin	1

\* Leave may be granted for domestic partner of the same or opposite sex who has lived in the same household as the employee for at least 6 months and has made a commitment to continue to live as a family.

\*\* Leave may be granted only for first cousins by blood, i.e. a relationship by consanguinity, not affinity, affection or otherwise.

Any needed additional days required by the employee may be utilized from the employee's sick leave accumulation.

Should an employee desire to discharge personal leave or vacation leave to attend the funeral service of an extended family member not listed above, then the employee shall be able to do so with the approval of his/her supervisor.

One day of Bereavement leave shall be calculated as 7 or 8 hours depending upon an employee's standard hours worked not flex-time hours worked. Bereavement leave for regular part-time employees will be calculated on a prorated basis.

## **402 HOLIDAYS**

The NBC will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Birthday (third Monday in January)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Victory Day (second Monday in August)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Election Day (in years of election of Rhode Island General Officers and/or US President)
- Veterans' Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (December 25)

The NBC will grant paid holiday time off to all eligible employees. Regular part-time employees will receive a prorated amount based upon the actual number of hours worked.

A recognized holiday that falls on a Saturday will generally be observed on the preceding Friday. A recognized holiday that falls on a Sunday will generally be observed on the following Monday. If a recognized holiday falls during an eligible employee's paid absence (i.e. vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If an eligible Non-Exempt employee works on a regular holiday, he/she will receive holiday pay plus wages at one and one-half times his/her straight time rate for the hours worked on the holiday. Paid time off for holidays will be counted as hours worked for the purposes of determining overtime.

If you are not sure of the classification of your position (Exempt/Non-Exempt), please contact the Human Resources Office.

Holidays are calculated as 7 or 8 hours depending upon an employee's standard hours worked not flex-time hours worked.

## **403 PERSONAL LEAVE**

The NBC shall allow each employee a maximum of 28 hours leave for a 35 hour work week and 32 hours leave for a 40 hour work week per calendar year to be used for personal business and/or religious observance. Accruals of regular part-time employees will be prorated based upon actual number of hours worked. Personal leave shall not be carried over from year to year.

Employees must request personal leave in advance but shall not be required to state the reason for personal leave. Personal leave may only be denied if the resulting absence interferes with the proper conduct of the operational function of the NBC.

New employees will be granted one personal day per quarter per calendar year based upon the quarter that they are hired. Employees hired prior to April 1st shall be entitled to 28 hours/32 hours personal leave if they are a 70 hour or 80 hour per pay period employee accordingly. Employees hired between April 1st and June 30th shall be entitled to 21 hours/24 hours personal leave. Employees hired between July 1st and September 30th shall be entitled to 14 hours/16 hours personal leave. Employees hired on/after October 1st shall be entitled to 7 hours/8 hours personal leave.

Upon voluntary termination of employment, employees will be paid for unused personal time.

## **404 VACATION LEAVE**

NBC provides paid vacation for all regular full time employees. Paid vacation accruals are pro-rated for employees who work less than 1,820 (70 hour per pay period employees) or 2,080 (80 hour per pay period employees). Vacation time is accrued biweekly based upon hours worked. Upfront days, which are part of the allotted days per year, are based on length of service. Upfront days are credited with the first paycheck of the year and are not subject to accrual. Unused vacation days may be carried over the next calendar year to a maximum based on years of service.

Length of Service	Days per Year	Upfront Days	Maximum Carry-over Days per Year
Less than 5 yrs.	10	2	10
5 yrs. or more, less than 10	15	2	15
10 yrs. or more, less than 15	18	4	18
15 yrs. or more, less than 20	20	4	20
20 yrs. or more, less than 25	26	9	26
25 yrs. or more	28	9	28

Upon separation of service from NBC, an employee is entitled to payment of all unused vacation time at the salary rate in effect on the date of termination.

## **405 RETURN OF VACATION TIME**

If an employee is hospitalized during vacation, vacation time can be returned to the employee; and sick leave will be charged. If a member of the employee's immediate family (as defined in Bereavement Leave, Section 401, page 16) dies during the



employee's vacation, vacation time can be returned; and bereavement leave will be charged. Requests for return of vacation must be submitted to the Human Resources Office.

## **406 SICK LEAVE**

Sick leave with pay shall be granted to eligible employees. Sick leave will be authorized for a medically necessary absence from duty because of an inability to work caused by non-work related illness, injury or exposure to contagious disease.

In circumstances in which an employee's spouse, child or parent is ill, the employee may be granted family sick leave, if attendance upon said employee's spouse, child or parent is necessary. To be eligible to receive family sick leave under such circumstances for a period longer than three (3) consecutive days, the employee shall be required to submit an affidavit substantiating the necessity for attendance upon such ill spouse, child or parent. Family sick leave may be granted for less than a full day. During any calendar year, an employee may take up to 10 days for this purpose. In cases of catastrophic illness, injury or accident, a written request with the appropriate documentation for additional family-related sick leave beyond the 10-day allowance may be submitted to the Executive Director for consideration.

Sick leave will not be allowed unless notification of illness or injury is reported in accordance with the following procedure:

1. Employees are required to notify their supervisor or his/her designee at least one-half (1/2) hour before the start of their workday or in accordance with specific division procedure or they may be placed on unauthorized, unpaid leave.
2. When requesting sick leave, employees are required to speak to their supervisor. If the supervisor is not available, employees shall leave a voice mail message and must either speak with a representative from the Human Resources Office or call the supervisor back to confirm that the message was received.
3. Employees requesting the sick leave shall clearly state that fact and should leave a phone number where they can be contacted by the supervisor.
4. For each day employees are sick, they must telephone to request sick leave for that day unless appropriate medical documentation is submitted to the Human Resources Office.
5. Employees who report to work after the start of their workday, without prior notification of their supervisor, should notify their supervisor upon their arrival. At their supervisor's discretion, arrangements may be made to work beyond their normally scheduled quit time to cover the time lost.

(Sick leave accrual chart on page 20.)

Hours per Pay Period	Accrual per Pay Period	Maximum Accrual per Year
70 hours	4.0 hours	1,050 hours (150 days)
80 hours	5.0 hours	1,200 hours (150 days)

#### **407 SICK LEAVE PAY-OUT**

When the service of an employee shall be terminated by retirement (reaching the age of 50 with a minimum of 10 years of service to the NBC), or death, such employee or his/her estate shall be entitled to receive 50% of full pay for each hour of accrued sick leave in his/her credit as of the date of termination.

#### **408 SICK LEAVE BONUS**

On an annual basis (November 1 through October 31), if a regular full-time employee discharges a limited amount of sick leave plus non-disciplinary leave without pay, he/she shall be eligible to receive a cash bonus as follows:

Hours Used 35-Hour Employee	Hours Used 40-Hour Employee	Cash Bonus
0 – 21	0 – 24	\$175
21.1 – 35	24.1 – 40	\$125
35.1 – 49	40.1 – 56	\$ 75
49.1 – over	56.1 – over	-0-

# **500 EMPLOYEE BENEFIT PROGRAMS**

## **501 BENEFITS OVERVIEW**

The following is to provide a brief overview of the benefit plans offered by the NBC. For additional information on each plan, employees may access the Baynet Benefits website or call the Human Resources Office. Employees must complete the appropriate paperwork to enroll in each benefit, if applicable. Enrollment in certain benefits is limited to the open enrollment period.

## **502 OPEN ENROLLMENT**

Open Enrollment is the employee's annual opportunity to make changes in the plans listed below that will become effective in January of the next year.

- Medical Plan
- Dental Plan
- Vision Plan
- Flexible Spending Account Plans
- Health Waiver

Employees may elect to pay their medical premium co-payment through payroll deduction on a pre-tax basis.

The plans listed below are available for election any time throughout the year, including open enrollment.

- Deferred Compensation
- Life Insurance
- CollegeBound*fund*

Open Enrollment information sessions are held each year.

## **503 BENEFITS ELIGIBILITY**

Benefits are available to full-time regular staff members who work 1,820 hours (70 hours per pay period) or 2,080 hours (80 hours per pay period) or more per calendar year; and to part-time regular staff members who work 780 hours or more per calendar year.

## **504 COMMON LAW MARRIAGE and DOMESTIC PARTNERS**

The Narragansett Bay Commission extends medical, dental, and vision insurance to common law marriage and domestic partners for all benefits-eligible employees, subject to the eligibility requirements set forth by the insurance program providers. Specific requirements for medical, dental, and vision coverage can be obtained through the Human Resources Office.

## **505 MEDICAL PLANS**

The NBC offers medical insurance through a PPO and HMO. Eligibility begins as of the date of hire. The employee's contribution toward the cost of the plan(s) is based upon a percentage of an individual's base rate of pay and level of coverage, if applicable. When permitted by law, health insurance costs may be paid on a pre-tax basis through payroll deduction.

## **506 DENTAL PLAN**

The NBC offers dental coverage through a private insurer. Eligibility begins as of the date of hire. The employee's contribution toward the cost of the plan will be communicated annually, if applicable. When permitted by law, health insurance costs may be paid on a pre-tax basis through payroll deduction.

## **507 VISION PLAN**

The NBC offers vision coverage. Eligibility begins as of the date of hire. The employee's contribution toward the cost of the plan will be communicated annually, if applicable.

## **508 PART-TIME HEALTH INSURANCE**

A part-time employee's share of health, vision, and dental benefits will be prorated by dividing the number of scheduled hours worked per pay period by 70 hours or 80 hours (as appropriate). The part-time employee's share will be deducted from their bi-weekly paycheck.

## **509 WAIVER OF BENEFITS**

An employee may choose to waive health and dental coverage with proof of alternative coverage. In lieu of NBC health coverage, the NBC will offer an annual "opt-out bonus" for such amount as the NBC shall determine and communicate annually. This bonus, under IRS regulations, will be considered taxable income.



## **510 FLEXIBLE SPENDING ACCOUNTS**

The NBC offers a Flexible Spending Account (FSA) plan for medical and dependent care expenses. Once an employee makes a spending account election for a calendar year, it cannot be changed (unless they have a qualifying event), and they can use their spending account to reimburse only those expenses they have during the year for which it is opened. Employees have 90 days into the next year to submit claims for reimbursement of expenses incurred in the prior year. After that, any balance remaining is forfeited for the current plan year. In other words, *you use it or lose it*.

## **511 DEPENDENT CARE REIMBURSEMENT PLAN**

The Dependent Care Plan allows an employee to set aside a portion of their salary from each paycheck (up to a maximum of \$5,000 per year) into a special account. This money is not taxed and may be used to reimburse the employee for dependent care expenses for children (daycare) or older dependents who are physically and/or mentally incapable of self care.

## **512 MEDICAL REIMBURSEMENT PLAN**

The Medical Reimbursement Plan allows an employee to set aside a portion of their salary from each paycheck (up to an annual maximum designated amount) into a special account. This money is not taxed and may be used to reimburse the employee for the eligible out-of-pocket medical expenses incurred throughout the year. This plan allows you to pay for certain health and dental expenses that are not covered by insurance such as co-payments, orthodontia, eyewear, hearing devices, and over-the-counter medications.

## **513 LONG-TERM DISABILITY INSURANCE**

When an employee becomes disabled due to an injury or illness outside of the workplace; and after serving a 90-day grace period, long-term disability insurance provides 66.67% of an employee's monthly base salary up to a pre-set maximum (less Social Security, Workers' Compensation payments, etc.) up to age 65. Non-union employees who work at least 1,820 hours or more per calendar year are eligible to participate. This is an employer paid benefit.

## **514 NON-UNION RETIREMENT PLAN**

The NBC sponsors a hybrid retirement plan for non-union employees consisting of a defined contribution plan that is funded by the NBC and a defined benefit plan that is funded by both the NBC and employee. Copies of both plan documents, including eligibility requirements, may be obtained from the Human Resources Office or accessed through the Baynet benefits page.

## **515 TUITION REIMBURSEMENT**

The NBC may provide tuition reimbursement to qualified non-union employees for the purpose of gaining greater expertise in their particular technical or professional area, pursuing educational programs or courses that improve their job skills, or obtaining a degree.

Please refer to the NBC's Policies Manual or online on Baynet for a full explanation of the program. In addition, questions regarding tuition reimbursement may be directed to the Human Resources Office.

## **516 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Employee Assistance Program (Resource International Employee Assistance Services – RIEAS) is a free and confidential service that an employee and/or members of the employee's household may use at any time. The EAP is available to assist employees in resolving personal, financial or emotional difficulties. Regardless of the problem or issue, EAP's professional staff is not permitted, by law, to speak with an employer unless the employee requests such in writing. Employees are encouraged to take advantage of the EAP services by contacting them at 1-800-445-1195.

If an employee receives a supervisory referral to the EAP, the employee is required to sign the release so that NBC may be informed of their compliance with and follow through on any and all EAP recommendations. The EAP representative who contacts NBC limits the communication to progress updates with no specifics given.

## **517 WORKERS' COMPENSATION INSURANCE**

NBC employees are covered by Workers' Compensation insurance for work-related personal injuries or occupational illnesses arising out of, or in the course of, their employment. Every work-related injury or accident must be reported promptly to the employee's supervisor and the Human Resources Office. Workers' Compensation insurance benefits include payment of medical and hospital-related bills and compensation for lost wages. Since Workers' Compensation insurance does not

cover the first three (3) days of any work-related injury/illness claim, an employee may use accrued sick time for those days.

Neither the NBC nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the NBC.

## **518 DEFERRED COMPENSATION PLAN**

Employees of the NBC are eligible to participate in the Deferred Compensation program known as a 457 Plan. This is a voluntary payroll deduction, which may be initiated or terminated at any time during the year.

## **519 GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PROGRAM**

Life insurance is an employee paid benefit which is available through payroll deduction to eligible employees. If elected during the time of hire or open enrollment, premiums may be pre-taxed. Evidence of insurability may be required.

## **520 BASIC LIFE INSURANCE**

One (1) time annual earnings, subject to a maximum.

## **521 SUPPLEMENTAL LIFE INSURANCE**

One, two or three times annual earnings subject to a maximum with age-based premiums.

## **522 COLLEGE BOUNDFUND**

The *CollegeBoundfund* is a State of Rhode Island operated investment plan designed to help save for college costs. This flexible, tax-advantaged, 529 college savings program allows the deferral of federal income taxes on the interest earned on the account, until the funds are withdrawn.

## **524 CREDIT UNIONS**

Employees may elect to have all of their net pay deposited into savings and/or checking accounts at the Pawtucket Credit Union or the Rhode Island Credit Union; or split their deposit between a qualifying member bank and either credit union. For example, you deposit 75% of your net pay to Citizen's Bank and the remaining 25% to a credit union Christmas club, savings, or checking account.

## **525 BENEFITS CONTINUATION (COBRA)**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health, dental, and/or vision insurance coverage under the NBC's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the NBC's group rates plus an administration fee. The NBC provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the NBC's health, dental, and/or vision insurance plans. The notice contains important information about the employee's rights and obligations.



## **600 TIMEKEEPING AND PAYROLL**

### **601 TIMEKEEPING**

Accurately recording time worked is the responsibility of every employee. Federal and State laws require the NBC to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Employees are required to electronically record when they come in and out on each scheduled workday. Employees must also electronically record when departing from work for personal reasons and should electronically record when they return to work. Altering, falsifying, and tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-Exempt employees should report to work no more than 7 minutes prior to their scheduled starting time nor stay more than 7 minutes after their scheduled stop time without expressed prior authorization from their supervisor. The supervisor will review and then approve the time record before submitting it for payroll processing. Failure to accurately record time worked may result in disciplinary action.

For Non-Exempt employees, overtime must always be approved before it is performed.

If you are not sure of the classification of your position (Exempt/Non-Exempt), please contact the Human Resources Office.

### **602 PAYDAYS**

NBC prefers employees to participate in direct deposit. Employees must provide advance written authorization and bank routing information to NBC to activate direct deposit. Direct deposits may be made into savings and/or checking accounts through any automated clearing house member bank. Contact the Payroll Office for verification of a member bank. Employees will receive itemized statements of wages when the NBC makes direct deposits.

### **603 PAY SCHEDULE**

NBC employees are paid on a bi-weekly schedule. Paychecks are distributed on every other Friday.

## **604 EMPLOYMENT TERMINATION**

Your employment with NBC is at will and not for any specified term. In other words, by acceptance of employment with the NBC, you agree to render personal services to the NBC for an indefinite term. Either you or the NBC may terminate the employment relationship without cause. Otherwise stated, your employment may be terminated at any time, for any reason or for no reason at all.

If you intend to resign your position, the NBC requests that you provide written notice to the Human Resources Manager of your reason for leaving and the effective date of your termination. You are expected to give at least thirty (30) days' advanced written notice from the effective date of termination.

If you choose to terminate your employment, the NBC may arrange an exit interview with the Human Resources Manager. This will afford an opportunity to discuss issues surrounding your separation from the NBC's employment.

Following termination of employment, the NBC shall pay any accrued leave balances in accordance with the provisions set forth in this document and Rhode Island law.

Before leaving the NBC, your NBC ID card, keys and other property must be delivered to your immediate supervisor or the Human Resources Manager. Dependent upon circumstances of termination, the NBC will make appropriate arrangements for the retrieval or delivery of your personal belongings.

You may be eligible for the continuation of some benefits, at your expense, if you so choose. Subsequent to termination, you will be notified of which benefits may continue and the terms, conditions and limitations.

## **605 ADMINISTRATIVE PAY CORRECTIONS**

The NBC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

If there is an error in the amount of pay, the employees should promptly bring the discrepancy to the attention of their supervisor. The supervisor will contact the Payroll Office so that corrections can be made as quickly as possible.

## **606 PAY DEDUCTIONS**

Federal and state laws require that the NBC make certain deductions from every employee's gross wages. In addition, employees may authorize additional deductions to participate in savings or insurance programs. In the event, however, that an employee is on leave without pay (LWOP), the employee is responsible for continuing to make premium payments on their own. The employee will be contacted by either the NBC or the vendor relative to the procedure to be followed. Defined Benefit Plan contributions are based upon an employee's regularly scheduled hours. Therefore, employees working less than their regularly scheduled hours will be charged the contribution shortfall through future payroll deductions.

Employees who have questions concerning why deductions were made from their paycheck or how they were calculated should contact the Payroll Office.

## **700 WORK CONDITIONS AND HOURS**

### **701 SAFETY**

Each employee is expected to obey 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 a hazardous or dangerous situation, 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 their supervisor and the Chair of the Safety Committee at their location. The employee shall also fill out an Injury Report and follow up with a medical visit if appropriate.

### **702 WORK SCHEDULES**

Work schedules for employees vary throughout the NBC. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Employees should consult their supervisor regarding any details or questions about the work schedule. If additional clarification is then needed, employees should contact the Human Resources Office.

### **703 OFFICE HOURS**

Regular office hours are 8:30 am to 4:00 pm at the NBC Corporate Office Building.

### **704 ATTENDANCE AND PUNCTUALITY**

To maintain a safe and productive work environment, the NBC expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness are disruptive and place a burden on other employees and on the NBC. Regular and predictable attendance are indispensable and essential functions of each position.

In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance or tardiness may lead to disciplinary action, up to and including termination of employment.



## **705 UNANTICIPATED ABSENCES**

Unanticipated absences are disruptive to NBC and its vital public purpose. In the event of an unanticipated absence, the employee shall notify his/her supervisor before the start of his/her scheduled workday; or if the employee cannot, then as soon as possible thereafter. If the employee's supervisor cannot be reached, in addition to the employee leaving a voice mail message regarding the absence, the employee must either speak with a representative from the Human Resources Office or call the supervisor back to confirm that the message was received.

Employees who report to work after the start of their workday without prior notification of their supervisor should notify their supervisor upon their arrival. At their supervisor's discretion, arrangements may be made to work beyond their normally scheduled quit time to cover the time lost.

## **706 LUNCH AND BREAK PERIODS**

Under Rhode Island General Law, employees are entitled to a lunch period. The scheduling of this break is to be determined by the supervisor. Departments must have sufficient coverage during lunch breaks. All employees are permitted a 15 minute break period each morning and afternoon to provide employees an opportunity to pause and relax a few minutes during the workday. All smoking breaks should be taken during the allotted lunch or break periods in the designated smoking areas. The lunch and break period cannot be used for early release or coming in after normal starting time.

## **707 COMPENSATORY (COMP) TIME**

Exempt employees (except for those employees holding the positions of: Executive Director, Deputy Director, Director of Administration and Finance, Director of Operations and Engineering, and Director of Planning, Policy and Regulation) shall be entitled to accrue compensatory (comp) time for time required to perform work in excess of the established work week. The accrual of comp time is subject to appropriate prior approval of the employee's immediate supervisor. Comp time may be discharged with the approval of the employee's immediate supervisor. Comp time accrued must be used within the pay period accrued or in the next pay period.

Accrual of comp time must be tracked by the employee's immediate supervisor and appropriate documentation must be kept on file by the employee's immediate supervisor. Disbursal of comp time must be requested and approved on forms provided by the Commission.

Comp time which is not used in these two pay periods will not be carried over beyond such time period unless the immediate supervisor determines that extending the period to discharge the time is in the best interest of the Commission and justifies this determination to the appropriate Director. The intent of this policy is to disburse the comp time as soon as practicable after it is earned.

If you are not sure of the classification of your position (Exempt/Non-Exempt), please contact the Human Resources Office.

## **708 FLEX-TIME**

Flextime may be used as long as all major functions and operational needs are covered appropriately. The Executive Director may suspend flex-time if it is determined not to be in the best interest of the NBC.

The decision to offer the use of a flextime schedule to individuals within a section is up to the Division Director and Section Manager.

The flex-time options are as follows:

### **Option 1 - Compressed Work Week**

Overall, hours are 7:30 am to 5:30 pm, with core hours between 9:00 am and 3:00 pm. Employees can extend their hours of work around the 9:00 am to 3:00 pm core hours and choose every other Friday off. Only under "special circumstances" that are justified and with prior approval of the Section Manager, Division Director and Executive Director will days other than Friday be allowed as the employee's day off.

### **Option 2 - Shifting of Hours**

Employees can shift hours between 7:30 am and 5:30 pm. Lunch hour may be half-hour or one hour. An employee must work the same time everyday (i.e. 7.0 or 8.0 hours).

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

## **800 OTHER LEAVES OF ABSENCE**

### **801 ADMINISTRATIVE LEAVE**

Administrative leave is paid time off that can only be designated by the Executive Director.

### **802 JURY DUTY**

The NBC encourages employees to fulfill their civic responsibilities by serving jury duty when required. When employees are summoned for jury duty, they may arrange with their supervisor for the necessary time off to fulfill these community obligations.

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 also expected to report for work whenever the court schedule permits. Either the NBC or the employee may request an excuse from jury duty if, in the NBC's judgment, the employee's absence would create serious operational difficulties.

Employees who receive a summons for jury duty within the State court system must sign a waiver of all fees offered for their services. The employees will be paid their regular wages by the NBC.

Employees who receive a summons for jury duty within the Federal court system must relinquish to the Payroll Office any fees paid by the court for their services. The employees will be paid their regular wages by the NBC.

One day of jury duty leave is calculated as 7 or 8 hours depending upon an employee's standard hours worked not flex-time hours worked.

### **803 LEAVE OF ABSENCE WITHOUT PAY**

Time off to handle personal matters which cannot be resolved during non-working hours may be requested as leave without pay. Leaves without pay are for extreme emergencies only and must be approved by the Executive Director. Leave without pay is not another option for time out of work.

## **804 MILITARY LEAVE**

The NBC will comply with its obligations under the Uniformed Services Employment and Reemployment Act of 1994 ("USERRA"), 38 USC, §4301 et seq.

## **805 WITNESS DUTY**

If employees have been subpoenaed or otherwise requested to testify as a witness by the NBC, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the NBC. Employees are free to use available vacation or personal leave to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is also expected to report for work whenever the court schedule permits.

## **806 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

In accordance with the federal Family and Medical Leave Act (FMLA) and the Rhode Island Parental and Family Medical Leave Act (RIPFMLA), the NBC provides eligible employees with up to 13 weeks of unpaid leave in a 12-month period. A 12-month period means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken. For example, if an eligible employee who has never taken FMLA begins taking FMLA on January 1, 2005 for a period of one week, this employee would be eligible for 13 weeks of unpaid leave. If the same employee requests FMLA beginning March 1, 2005, the employee would be eligible for 12 weeks of unpaid leave. If both spouses work for NBC, their total leave in a 12-month period may be limited to an aggregate of 13 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.

In accordance with FMLA and the RIPFMLA, eligible employees may take leave for (1) birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12 month period following the child's birth or placement with the employee); (2) the employee's own serious health condition; (3) or to care for a covered family member suffering from a serious health condition. Eligible employees are those that have been employed by the NBC for twelve (12)



consecutive months and who have worked a minimum of 1,250 hours during the previous 12 months. Covered family members include, spouse, child, parent or parent-in-law.

When medically necessary, the FMLA also permits employees to take unpaid intermittent leave or reduced schedule leave for their own serious medical condition or to care for a covered family member's serious health condition.

An employee is permitted and may be required to expend accrued paid leave (including accrued paid vacation leave, accrued paid sick leave and workers' compensation) for any part of a family/medical leave taken for an employee's own serious health condition. When an employee has exhausted accrued paid vacation and/or sick time for a portion of family/medical leave for his own serious health condition, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 13 weeks.

An employee is permitted to use accrued paid sick leave for the allowable 10 family sick days per calendar year for reasons other than an employee's own serious health condition, if applicable. When an employee has exhausted the allowable 10 family sick days for reasons other than his own serious health condition, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 13 weeks. (See Section 406 , page 19.)

## **807 REQUESTING FMLA LEAVE**

The NBC requires a request for leave under the FMLA for any period of absence that exceeds, or will exceed five (5) consecutive calendar days of work. The employee's request should be made through direct contact with Human Resources, either orally or in writing. The request should include the reason for leave and the anticipated duration. Human Resources will inform an employee of their rights and obligations and ask that all necessary forms be completed. A 'Certification of Physician or Practitioner' form must be completed and returned to the Human Resources Office within 15 calendar days of the employee's FMLA request.

If the need for leave is foreseeable, the request should be made at least thirty (30) days prior to the beginning of such leave.

## **808 CONTINUATION OF BENEFITS DURING FMLA LEAVE**

NBC will pay its share of the premiums for health, dental and vision insurance during the statutory leave entitlement; the employee will be required to pay any

applicable share of those premiums. If the leave extends beyond thirteen weeks in any one-year period and no accrued paid leave is available, the employee may be notified of his/her right to continue health insurance, entirely at his/her expense, under COBRA. If an employee's contribution is more than 30 days late, the NBC may terminate the employee's insurance coverage.

If the employee is on leave without pay status, the NBC will bill for group life insurance premiums. If the employee fails to submit payment, the life insurance policy will be cancelled.

If the NBC pays any of the employee contributions missed by the employee while on leave, the employee will be required to reimburse the NBC for delinquent payments (on a payroll deduction schedule) upon return from leave.

If the employee fails to return from unpaid family/medical leave for reasons other than (1) continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the NBC may seek reimbursement from the employee for the portion of the premiums paid by the NBC on behalf of that employee (also known as the employer contribution) during the period of leave.

## **809 PERIODIC LEAVE STATUS UPDATES**

Unpaid or paid leaves related to serious health conditions will not be approved for periods longer than certified by the health care provider(s). If an approved leave for such purposes exceeds 30 days, an employee may be required to provide a medical re-certification to the Human Resources Office of the continued need for medical leave and the employee's intention to return at the end of the leave every 30 days. Failure to follow these procedures will be considered a voluntary resignation.

## **810 RETURN FROM FMLA LEAVE**

When returning from an approved leave that does not exceed the employee's statutory entitlement, said employee will be returned to either his/her current position or one with equal pay and benefits. The employee's restoration rights are the same as they would have been had the employee not been on leave.

# **900 EMPLOYEE CONDUCT AND DISCIPLINARY ACTION**

## **901 EMPLOYEE RULES OF CONDUCT**

Employees are expected to conduct themselves in a professional, business-like manner at all times. For the protection of the Commission and each and every employee, standards for personal conduct have been established.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

## **902 DRESS CODE**

Appropriate dress and hygiene are important in promoting a positive company image to our customers, both internally and externally. In order to sustain that image, a dress code must be followed at the Narragansett Bay Commission that is appropriate to the work environment.

During business hours, employees are expected to present a clean and neat appearance and to dress according to and appropriately for the requirements of their position. Managers and supervisors are responsible for interpreting and enforcing dress and grooming standards in their areas of responsibility.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

## **903 RETURN OF PROPERTY**

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. All NBC property must be returned by employees on or before their last day of work. The NBC may also take all action deemed appropriate to recover or protect its property.

## **904 SOLICITATION**

In an effort to assure a productive and harmonious work environment, people that are not employed by the NBC may not solicit or distribute literature in the workplace at any time for any purpose. The NBC recognizes that employees may also have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.).

In addition, the posting of written solicitations on NBC bulletin boards is prohibited. Bulletin boards are reserved for official NBC communications.

## **905 ANTI-HARASSMENT**

A fundamental principle of the NBC is that the workplace is for work. The NBC's goal is to provide a work environment free from tensions generated by matters that do not relate to NBC's operations. In particular, an atmosphere of hostility created by non work-related conduct, including without limitation, remarks about race, religion, sex, gender, age, disability, national origin, ethnic origin, veteran status or sexual orientation, and any act of animosity, unwelcome sexual advances, requests for sexual favors, or other such conduct do not belong in our workplace. Any form of harassment of employees by other employees, vendors or members of the public is prohibited.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

## **906 PROHIBITION AND REPORTING OF THREATENING BEHAVIOR AND VIOLENCE**

The NBC strictly prohibits any threatening behavior or acts of violence by or against anyone. Any violation of this policy by an NBC employee shall result in disciplinary action including, without limitation, discharge from employment, arrest and criminal prosecution.

All employees are responsible for notifying their immediate supervisor and the Labor and Employee Relations Manager in person or by telephone at extension 340 of any threatening behavior or acts of violence that they have witnessed, received, or have been told that another person has witnessed or received.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

## **907 ALCOHOL AND DRUG FREE WORKPLACE**

To help ensure a safe, healthy, and productive work environment for our employees and others, to protect Narragansett Bay Commission property, and to ensure efficient operations, it is the policy of the NBC to maintain a workplace free of drugs and alcohol.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.



## **908 PROHIBITION OF WEAPONS**

The NBC has established guidelines to provide a safe and secure work environment for employees and other individuals doing business with the Narragansett Bay Commission.

All individuals are subject to this policy while they are in facilities or on property owned, controlled or operated by NBC.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

## **909 SMOKING IN THE WORKPLACE**

In accordance with the law and in order to maintain a healthy working environment, the NBC prohibits smoking in all NBC facilities. Smoking is permitted in authorized areas only and is limited to lunch and break periods.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

## **910 MISCELLANEOUS POLICIES**

Please refer to the NBC's Policies Manual for other policies.

# EMPLOYEE STATEMENT OF ACKNOWLEDGMENT AND RECEIPT

I do hereby acknowledge that I have received a true and complete copy of the NBC's Non-Union Employee Handbook. I understand that I may consult the NBC's Human Resources Manager with any questions which I may have about it. I have entered into my employment relationship with the NBC freely and voluntarily and I understand that my employment is **at will**. In other words, my employment is for an **indefinite term** and without any specified or anticipated duration. Therefore, **I acknowledge, understand and agree that the NBC or I may terminate the employment relationship at will, with or without cause, at any time.**

I acknowledge and understand that there may be revisions or deletions to the NBC's Non-Union Employee Handbook, except to the NBC's policy of my employment at-will. Any such changes or deletions will be officially promulgated by the NBC's Executive Director.

I specifically acknowledge and confirm that I have received the NBC's Non-Union Employee Handbook and I understand that it is my responsibility to read and comply with its policies and procedures as they now exist or may be hereafter amended. **Neither this handbook nor any other NBC document confers any contractual right, either express or implied, to remain in the NBC's employ. Nor does it guarantee any fixed terms and conditions of my employment. My employment is not for any specific time and may be terminated at will, with or without case and without prior notice, by the NBC or I may resign for any reason at any time.**

---

(Employee's Signature)

Date: \_\_\_\_\_

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(Print Name of Employee)

(Signed by employee in duplicate original.)

COM 1.6      Please provide any salary surveys or other data that you have compiled to support the wage increases currently requested in the General Rate Filing.

**Answer:**      See attached.

By: WEE

CITY/TOWN	CBA	CBA DURATION	SCHEDULED WAGE INCREASES	LONGEVITY	HEALTH INSURANCE EMPLOYEE CONTRIBUTION	ADDITIONAL COMMENTS
Bristol	CBA with Council 94, Local 904 (Sewer Employees)	July 1, 2011 -- June 30, 2014	2011 -- 1.50% 2012 -- 2.50% 2013 -- 2.50%	4 yrs; < 8 yrs: 3.5% 8 yrs; < 12 yrs: 4.5% 12 yrs; < 15 yrs: 5.5% 15 yrs & over: 6.5%	Hired prior to 7/01/98: 3%; 4%; 5% of medical/dental Hired after 7/01/98 but prior to 7/01/11: 6%; 7%; 8% Hired after 7/01/11: 15% of cost to Town medical/dental	Hired prior to 7/01/11: Family waiver \$575/month; Single waiver \$275/month If employee is married to or dependent of an employee employed by the Town or the Bristol Warren Regional School District shall not be entitled to the buy-back benefit or a separate medical/dental plan.
Burrillville	CBA with Council 94, Local 186 (Town Employees)	July 1, 2011 -- June 30, 2014	7/01/11: \$0.25 1/01/12: \$0.25 7/01/12: \$0.25 1/01/13: \$0.25 7/01/13: \$0.25 1/01/14: \$0.25 (Applies to FT and PT)	Completion of 5 yrs: 4.0% Completion of 10 yrs: 5.0% Completion of 15 yrs: 6.0% Completion of 20 yrs: 7.0%	Hired prior to 7/01/06: No cost Hired on/after 7/01/06: \$40/pay period - family or individual Hired on/after 12/31/11: 15%/pay period - family or individual	Added health insurance benefits available over and above what the Town is offering at full cost to employee.
Central Falls	CBA with Council 94, Local 1627	July 1, 2011 -- June 30, 2016	7/01/12 -- 2.5% 7/01/13 -- 2.9% 7/01/14 -- 2.4% 7/01/15 -- 2.3%	4 - 8 yrs: \$1500 9 - 14 yrs: \$2000 15 - 19 yrs: \$2500 20 yrs +: \$3000	20% of premium for health and dental insurance	
Cranston	CBA with LIUNA, Local Union 1322	July 1, 2012 -- June 30, 2015	7/01/12 -- \$0.55/hr. 7/01/13 -- \$0.60/hr. 7/01/14 -- \$.70/hrs.		CONTRIBUTIONS FOR BOTH MEDICAL AND DENTAL Employees hired prior to 7/01/95: 15% Employees hired after 7/01/95: 20% HSA AVAILABLE	Family health/dental coverage waiver: 50% of er's annual cost for FY2006 and will be fixed at that dollar figure for the term of this agreement.
Johnston	CBA with Council 94, Local 1491 (Town Employees)	July 1, 2013 -- June 30, 2016	7/01/13 -- 0% 7/01/14 -- 1.0% 7/01/15 -- 1.5%	Hired prior to 11/22/00: 5 yrs: 12% 10 yrs: 13% 15 yrs: 14% 20 yrs: 15% 25 yrs: 18% Hired on or after 11/22/00: 5 yrs: 5% 10 yrs: 6% 15 yrs: 7% 20 yrs: 9% 25 yrs: 10%	Effective 7/01/10: Ees required to contribute \$25 per pay period toward individual plan (health & dental) and \$35 per pay period toward a family plan (health & dental) Effective 7/01/12: Ees required to contribute \$30 per pay period toward individual plan (health & dental) and \$40 per pay period toward a family plan (health & dental)	



CITY/TOWN	CBA	CBA DURATION	SCHEDULED WAGE INCREASES	LONGEVITY	HEALTH INSURANCE EMPLOYEE CONTRIBUTION	ADDITIONAL COMMENTS
Lincoln	CBA with LIUNA, Local Union 1033	July 1, 2011 -- June 30, 2014	7/01/11 -- 3.0% 7/01/12 -- 1.5% 7/01/13 -- 1.5%	After 5 yrs: 5% over base salary After 10 yrs: 6% over base salary After 15 yrs: 7% over base salary After 20 yrs: 8% over base salary After 25 yrs: 8.25% over base salary	Ees hired on or after 7/01/95: 20% of premium not to exceed \$958 (individual) or \$2366 (family) Effective 7/01/12: Not to exceed \$1030 (individual) or \$2543 (family) Effective 7/01/13: Not to exceed \$1107 (individual) or \$2734 (family) Effective 7/01/11, ees hired prior to 7/01/95: 10% of premium not to exceed \$479 (individual) or \$1183.36 (family) Effective 7/01/12: Not to exceed \$515 (individual) or \$1272 (family) Effective 7/01/13: Not to exceed \$553 (individual) or \$1367 (family)	Ees choosing not to be covered under the Town's group health insurance policies, shall receive sum of \$2500. However, when a member of the bargaining unit and a spouse are both ees of the Town, said bargaining unit member or his/her spouse shall not be eligible for reimbursement under this provision
Lincoln Water Commission	CBA with LIUNA, Local Union 1033	February 1, 2011 -- January 1, 2014	2/01/11 -- 2.0% 7/01/11 -- 2.0% 7/01/12 -- 2.0% 7/01/13 -- 2.0%	After 5 yrs: 7.5% After 10 yrs: 8.5% After 15 yrs: 9.5% After 20 yrs: 10.5% After 25 yrs: 11.5%	contribute 3.5% of cost of healthcare premium Effective 7/01/11: ees required to contribute 7.0% of cost of healthcare premium Effective 1/01/12: ees required to contribute 9.5% of cost of healthcare premium Effective 7/01/12: ees required to contribute 12.0% of cost of healthcare premium Effective 1/01/13: ees required to contribute 16.0% of cost of healthcare premium Effective 7/01/13: ees required to contribute 18.0% of cost of healthcare premium Effective 1/01/14: ees required to contribute 20.0% of cost of healthcare premium	
Narragansett	CBA with Council 94, Local 1179	July 1, 2011 -- June 30, 2014	7/01/11 -- 1.5% 7/01/12 -- 2.0% 7/01/13 -- 2.0%	More than 3 yrs up to a maximum of 30 yrs: 1.0% - 14.5% (in annual half % increments)	Effective 7/01/11: all members of Council 94 shall pay 20% as co-payment for health insurance (including dental) Effective 7/01/11, all new ees who are members of Council 94 are required to participate in the revised health plan	Waiver: 50% of Town's cost for family plan coverage for each full contract year not covered and 50% of Town's cost for individual plan coverage for each full contract year not covered.  In the event that an ee has a spouse also employed with the Town of Narragansett who is eligible to receive health care and dental benefits, said employee shall not be entitled to receive any health and welfare benefits. Rather ee shall be paid by the Town an amount equal to 50% of the cost of said benefits.

CITY/TOWN	CBA	CBA DURATION	SCHEDULED WAGE INCREASES	LONGEVITY	HEALTH INSURANCE EMPLOYEE CONTRIBUTION	ADDITIONAL COMMENTS
Narragansett	CBA with LIUNA, Local Union 1033 (Mid-mgmt.)	July 1, 2011 -- June 30, 2014	7/01/11 -- 1.5% 7/01/12 -- 2.0% 7/01/13 -- 2.0%	0 - 4: 0% 5 - 9: 1% 10 - 14: 2% 15 - 19: 3% 20 - 24: 4% 25+: 5%	Hired before 7/01/96: No co-payment Hired on or after 7/01/96: 20%	Waiver: 50% of Town's cost for family plan coverage for each full contract year not covered and 50% of Town's cost for individual plan coverage for each full contract year not covered. Neither ees whose spouses are employed by the Town nor those who have not in the past chosen to be covered by Town policies shall be eligible for this benefit.
North Providence	CBA with DPW and Council 94 (Local 1491A)	July 1, 2009 -- June 30, 2011	7/01/09 -- 1.0% 1/01/10 -- 1.0% 7/01/10 -- 2.0%		Effective 3/01/09: \$30/biweekly pre-tax for family plan \$15/biweekly pre-tax for individual plan	The Town is at impasse with Council 94 as the mayor explores possible privatization. The Town and Council 94 have been operating under the expired agreement.
North Providence	CBA with LIUNA, Local Union 1033	July 1, 2012 -- June 30, 2015	7/01/12 -- 1.0% 7/01/13 -- 2.0% 7/01/14 -- 2.0%	After 5 yrs: 4.5% After 8 yrs: 7.5% After 12 yrs: 8.5% After 15 yrs: 9.5%	Town provides "Local 1033" Plan. Ees hired on or after 7/01/05 receive the "Local 1033" HMO Plan. 7/01/11: \$10/pp (ind.) \$20/pp (family) 7/01/12: \$25/pp (ind.) \$40/pp (family) 7/01/13: \$31.25/pp (ind.) \$62.50/pp (family) 7/01/14: \$33.65/pp (ind.) \$67.30/pp (family) HSA available as alternative. In lieu of medical benefits, ee will receive \$1000 payment. In lieu of dental benefits, ee will receive \$275 payment.	
North Smithfield	CBA with Council 94 (Local 937)	July 1, 2010 -- June 30, 2013	7/01/10 -- 3.0% 7/01/11 -- 3.0% 7/01/12 -- Reopener for wage increase only	Percentage of base wage 7/01/10: 5 yrs: 3.00 10 yrs: 5.00 15 yrs: 5.50 20 yrs+: 6.00 7/01/11: 5 yrs: 3.50 10 yrs: 5:50 15 yrs: 6.00 20 yrs+: 6.50	Effective 7/01/05: all ees contribute 5% to costs of health care and dental premiums with annual maximum of \$750 (family) and \$300 (single) Effective 7/01/11: all new hires contribute 10% to cost of health care and dental premiums annually	Those members who choose to opt out of health care and dental benefits, shall be entitled to 50% of the premium not to exceed \$5000 for family plan and \$2000 for single plan
Providence	CBA with LIUNA, Local Union 1033	July 1, 2012 - June 30, 2015	7/01/12 to 6/30/13 -- 0.0% 7/01/13 -- 3.0% 7/01/14 -- 3.0%	Hired on or prior to 10/23/99: 5 < 10 yrs: 4% 10 < 15 yrs: 5% 15 < 20 yrs: 6% 20 yrs +: 7% Hired after 10/23/99: 7 < 12 yrs: 3% 12 < 17 yrs: 4% 17 < 20 yrs: 5% 20 yrs +: 6%		

CITY/TOWN	CBA	CBA DURATION	SCHEDULED WAGE INCREASES	LONGEVITY	HEALTH INSURANCE EMPLOYEE CONTRIBUTION	ADDITIONAL COMMENTS
Smithfield	CBA with LIUNA, Local Union 1217 (Town Hall, Police Civilian, Public Works)	July 1, 2011 - June 30, 2014		After 5 yrs: 5% of base salary Commencement of 7 yr and every yr until commencement of 20 continuous yrs: 1/2 of 1% per yr	During contract yr 2011-12, ees hired on or after 1/01/96 contribute \$951.08 annually (individual) or \$1500 annually (family) Open to negotiations for 2012-13 and 2013-14 Effective 1/01/12, all permanent ees covered by the Blue Cross HSA \$1500/\$3000 deductible, 100/60 Plan family or individual	If a husband and wife are both ees of the Town (including the School Department), Town will pay for "family" coverage for one ee and "individual" coverage for the other. In lieu of providing said "individual" coverage, the Town shall pay a lump sum of \$2000 annually. Any ee who is covered by comparable outside medical/dental plans may elect to receive an annual lump sum of \$2000 from the Town in lieu of said coverages
State of RI	CBA with Council 94	July 1, 2008 - June 30, 2012 Extended to June 30, 2013	6/2009 -- 1 Day Pay Reduction 7/01/09 -- 2.5% 7/01/10 -- 3.0% 7/01/11 -- 3/0% 7/01/12 -- 0%			No changes except for the acknowledgment that the continuation of longevity was eliminated by the legislature.
Warwick	CBA with Council 94, (Local 1651) (City Employees)	July 1, 2012 -- June 30, 2015		Longevity replaced by step increases	Effective 7/01/12, all ees accepting health insurance thru the City shall be required to contribute 20 percent of the premium cost, if fully insured, or working rate, if self-insured.	

COM 1.7 In Docket No. 4364, Ms. Giebink testified that NBC had hired a third party to look at the ranges in pay for non-union employees. Please provide a copy of any report prepared by the third party and/or the results of that individuals study.

***Answer:*** See attached.

By: WEE



# Narragansett Bay Commission

## Salary Structure Review - 2012

*Pamela Coleman, Compensation Practice Leader  
The Employers Association*

# Narragansett Bay Commission Salary Structure Review 2012

## Executive Summary

### **Objective**

Narragansett Bay Commission engaged consulting services to determine adjustment factor(s) for salary structures that are currently in use. These structures have been in place since 2007 and are being used to guide pay and performance decisions.

### **Methodology**

NBC provided org charts, salary structures, employee listing with current rates and job descriptions as requested. The consultant (Pamela Coleman, Compensation Practice Leader at The Employers Association) and HR representation (Cecille Antonelli, HR Manager at Narragansett Bay Commission) met to review the org chart and to discuss job particulars when additional information was required.

Over 40 NBC roles were benchmarked and market priced, using NBC NAICS code, Providence market and operating budget of 81M to define the labor market.

A pay line for NBC was derived using this 2012 data. The updated pay line was compared to the existing pay line.

***NOTE: The pay line that was derived was not discounted for the 35-hour week that NBC generously offers employees as part of its work-life balance proposition. As NBC would compete with other companies that manage with both 37.5 and 40-hour weeks, no discount was made.***

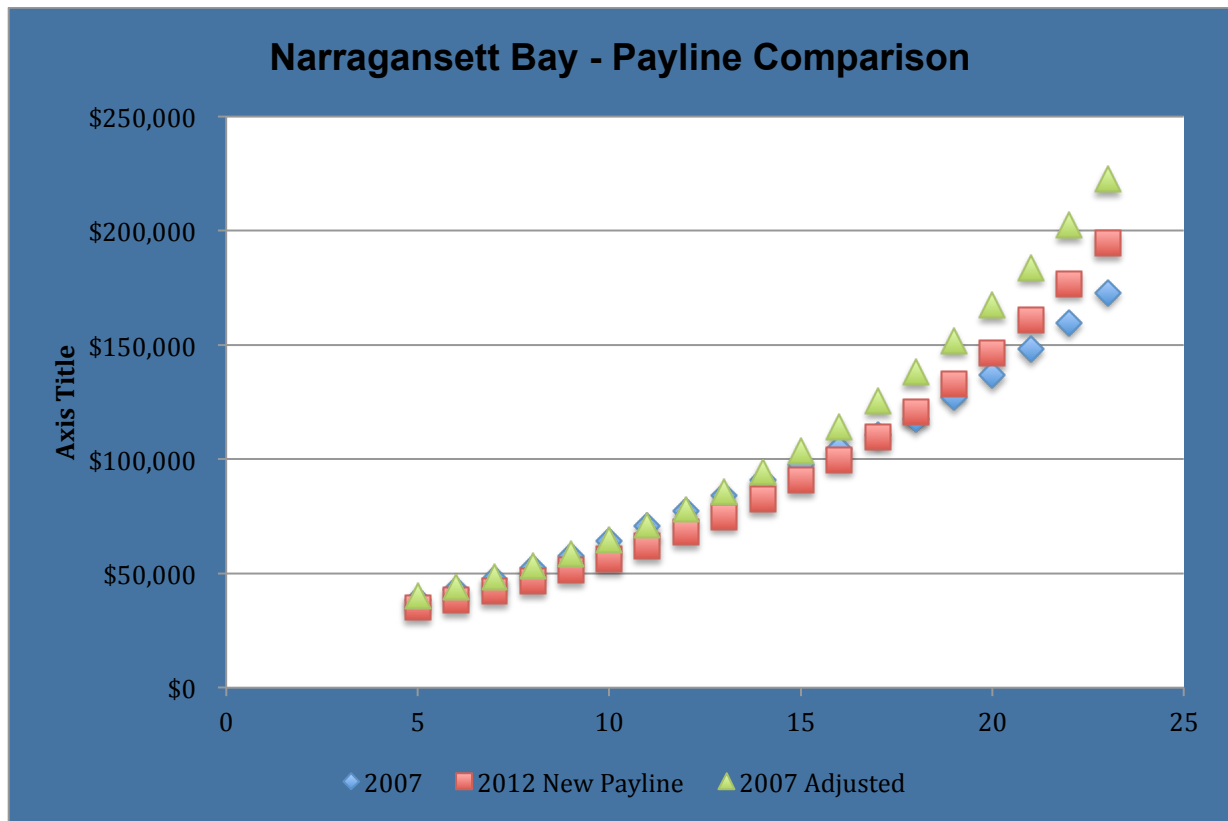
### **Discovery**

The current NBC salary structure does not exhibit the traditional mathematical integrity that should be applied for an organization the size and complexity of NBC. For example, percentages between midpoints from grade to grade are inconsistent. Additionally, salary structures generally increase in spread from min to max as they move from lower level grades to higher level grades.

# Narragansett Bay Commission Salary Structure Review 2012

## Executive Summary

### Results



Graph A: 2007 Salary Structure vs. 2012 Market Pay Line

The exhibit above displays the relationship between the existing salary structure mid-point (blue) vs. the 2012 pay line (red) that has been derived as a result of the recent market pricing activity. Please note that the two pay lines have a strong corollary characteristic, crossing over at grade 18 and then slightly extending upward at the higher end of the grading spectrum. ***This result strongly suggests that Narragansett Bay Commission's current salary structure remains representative of their labor market and that no change is warranted.***

Narragansett Bay Commission  
Salary Structure Review 2012

Executive Summary

Additional information

- Of the 41 market tested roles, data supported an internal grade change in 37 cases
  - These changes would better align roles with the external market AND would support stronger internal pay administration

Existing vs. Revised Grade Assignments			
	Compa-Ratio	% Over Market by >10%	% Under Market by >10%
<b>2007 Salary Structure</b>	<b>1.03</b>	<b>32.8%</b>	<b>16.4%</b>
<b>2007 structure with grade reassignments</b>	<b>.97</b>	<b>20.8%</b>	<b>27.1%</b>
<b>2007 Updated by 5.1% on mid</b>	<b>1.00</b>	<b>27.0%</b>	<b>25.4%</b>

- Of those roles that were benchmarked – and tested for grade reassignment – the following concerns were highlighted
  - Executive Director
  - Legal Roles
  - Environmental Scientist
  - Solutions Architect

***(Important note: Only a selection of NBC's jobs were benchmarked)***
- During the review, FLSA compliance issues were revealed as follows:
  - Paralegal
  - Lower level IS roles



# **Narragansett Bay Commission Salary Structure Review 2012**

## **Executive Summary**

### **Final Recommendations**

- Narragansett Bay's current salary structure mimics the organization pay line and thus reflects market for the industry and location.
- The current grade assignments do not reflect market pay for the roles assigned to the grades

### ***Salary Structures***

To achieve an immediate impact on the salary structure so as to support more effective salary administration, I recommend the following action

- Changes to the salary structure to reflect best practice structure design
  - 10% spread between midpoints
  - Expanding min-max spread at the director level grades and above  
(Note: this action was not incorporated into design)
- Adjustment of salary structure 5.1% on midpoint to account for 5 years of wage growth (see page 6)

These actions somewhat adjust the structure to reflect market and balance internal pay positioning. Adjustment of the salary structure as recommended exacerbates the compa-ratio issue for approximately 20 incumbents, although the roles may be assigned to the wrong pay grade.

### ***Additional Study***

I would recommend an internal evaluation of the all positions at Narragansett Bay Commission. The current assignment to salary grade appears "bottom-heavy" – with more jobs assigned to the lower level grades and the upper grades under-populated. For an organization the size of Narragansett Bay Commission, a more balanced distribution of jobs amongst grades would be expected.

### ***FLSA Audit***

Narragansett Bay Commission is not consistent with FLSA guidelines with respect to Paralegal roles. All paralegal roles should be paid as non-exempt. Additionally, I believe an audit is justified for the IT roles. If non-compliance is discovered, NBC would be required to pay two year's off back overtime (estimated) to the incumbents in those roles that failed the audit.

**Narragansett Bay Commission  
Salary Structure Review 2012**

**Executive Summary**

**Proposed 2012 Salary Structure**

<b>GRADE</b>	<b>MIN</b>	<b>MID</b>	<b>MAX</b>
<b>5</b>	30,481	<b>40,045</b>	45,721
<b>6</b>	35,239	<b>44,049</b>	52,859
<b>7</b>	38,763	<b>48,454</b>	58,145
<b>8</b>	42,639	<b>53,299</b>	63,959
<b>9</b>	46,903	<b>58,629</b>	70,355
<b>10</b>	51,594	<b>64,492</b>	77,391
<b>11</b>	56,753	<b>70,941</b>	85,130
<b>12</b>	62,428	<b>78,035</b>	93,643
<b>13</b>	68,671	<b>85,839</b>	103,007
<b>14</b>	75,538	<b>94,423</b>	113,307
<b>15</b>	83,092	<b>103,865</b>	124,638
<b>16</b>	91,401	<b>114,252</b>	137,102
<b>17</b>	100,542	<b>125,677</b>	150,812
<b>18</b>	110,596	<b>138,245</b>	165,894
<b>19</b>	121,655	<b>152,069</b>	182,483
<b>20</b>	133,821	<b>167,276</b>	200,731
<b>21</b>	147,203	<b>184,004</b>	220,804
<b>22</b>	161,923	<b>202,404</b>	242,885
<b>23</b>	178,115	<b>222,644</b>	267,173
<b>5A</b>	36,263	<b>45,329</b>	54,395
<b>6A</b>	39,890	<b>49,862</b>	59,834
<b>7A</b>	43,878	<b>54,848</b>	65,818
<b>8A</b>	48,266	<b>60,333</b>	72,399
<b>9A</b>	53,093	<b>66,366</b>	79,639
<b>10A</b>	58,402	<b>73,003</b>	87,603
<b>11A</b>	64,242	<b>80,303</b>	96,364
<b>12A</b>	70,667	<b>88,333</b>	106,000
<b>13A</b>	77,733	<b>97,167</b>	116,600
<b>14A</b>	85,507	<b>106,883</b>	128,260
<b>15A</b>	94,057	<b>117,572</b>	141,086
<b>16A</b>	103,463	<b>129,329</b>	155,195
<b>17A</b>	113,809	<b>142,262</b>	170,714
<b>18A</b>	125,190	<b>156,488</b>	187,786
<b>19A</b>	137,709	<b>172,137</b>	206,564
<b>20A</b>	151,480	<b>189,351</b>	227,221
<b>21A</b>	166,628	<b>208,286</b>	249,943
<b>22A</b>	183,291	<b>229,114</b>	274,937
<b>23A</b>	201,620	<b>252,026</b>	302,431

COM 1.8 Please provide the rationale and/or copies of any studies of other like non-investor owned water utilities that support NBC's request for salary increases.

**Answer:** The NBC does not have any studies of other like non-investor owned water utilities.

By: WEE

COM 1.9 Identify and provide any studies that compare NBC to any other non-investor owned water utility in New England.

***Answer:*** The NBC does not have any studies that compare NBC to any other non-investor owned water utility in New England.

By: WEE



COM 1.10 With regard to the Personnel and Overtime Information, please provide the detail behind these numbers, i.e., the name, title and salary of the employee who has received overtime compensation and the amount of overtime compensation received for FY 2011, FY 2012 and FY 2013.

***Answer:*** See attached.

By: WEE

Narragansett Bay Commission  
Union OT FY 2011

Title	Type	Gross Earnings	
		Amount	(W/ OT)
IM OPERATOR III	CALL IN OVERTIME	1,759.07	40,955.77
MECHANIC II	CALL IN OVERTIME	141.78	51,859.30
IM OPERATOR II	CALL IN OVERTIME	517.20	36,890.09
SR. ELECTRICIAN	CALL IN OVERTIME	133.80	52,872.11
IM MECHANIC	CALL IN OVERTIME	2,292.77	40,827.22
OPERATOR II	CALL IN OVERTIME	137.40	57,290.70
E AND I TECHNICIAN	CALL IN OVERTIME	223.44	40,600.44
MECHANIC I	CALL IN OVERTIME	235.32	42,880.78
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	120.12	38,739.94
ELECTRICAL FOREMAN - BP	CALL IN OVERTIME	2,140.56	75,942.74
IM OPERATOR IV	CALL IN OVERTIME	1,714.26	50,626.65
HEAVY EQUIPMENT OPERATOR (BP)	CALL IN OVERTIME	638.40	41,888.17
IM OPERATOR II	CALL IN OVERTIME	1,326.66	35,872.96
IM OPERATOR IV	CALL IN OVERTIME	779.15	47,936.32
MECHANIC I	CALL IN OVERTIME	261.72	50,517.40
MECHANIC II	CALL IN OVERTIME	141.85	55,506.61
OPERATOR I	CALL IN OVERTIME	98.82	38,759.01
IM OPERATOR II	CALL IN OVERTIME	1,289.64	46,024.26
OPERATOR I	CALL IN OVERTIME	106.02	41,578.42
MECHANIC I	CALL IN OVERTIME	107.64	38,902.83
MECHANIC II	CALL IN OVERTIME	556.08	49,192.26
IM OPERATOR II	CALL IN OVERTIME	588.36	36,192.97
MASTER ELECTRICIAN (FP)	CALL IN OVERTIME	363.72	72,054.40
SCADA SYSTEM OPERATOR	CALL IN OVERTIME	2,203.30	74,214.78
MECHANIC I	CALL IN OVERTIME	102.66	30,223.82
ELECTRICIAN	CALL IN OVERTIME	2,931.36	69,614.46
HEAVY EQUIPMENT OPERATOR (IM)	CALL IN OVERTIME	1,012.75	51,821.80
IM OPERATOR II	CALL IN OVERTIME	592.92	30,481.84
MECHANIC II	CALL IN OVERTIME	117.00	47,306.66
E&I TECHNICIAN (FP)	CALL IN OVERTIME	163.32	60,421.17
MAINTENANCE SCHEDULER/PLANNER (BP)	CALL IN OVERTIME	148.44	56,107.75
OPERATOR II	CALL IN OVERTIME	125.16	49,608.69
IM OPERATOR IV	CALL IN OVERTIME	3,155.98	55,797.89
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	120.12	42,241.76
ELECTRICIAN	CALL IN OVERTIME	1,653.66	58,586.42
IM OPERATOR II	CALL IN OVERTIME	2,323.63	45,818.37
LABORATORY TECHNICIAN	HOLIDAY STRAIGHT	836.64	41,167.44
OPERATOR II	HOLIDAY STRAIGHT	292.96	36,890.09
LABORATORY TECHNICIAN	HOLIDAY STRAIGHT	278.88	40,397.22
OPERATOR II	HOLIDAY STRAIGHT	136.88	39,916.15
PROCESS MONITOR	HOLIDAY STRAIGHT	615.36	59,410.01
OPERATOR II	HOLIDAY STRAIGHT	905.92	57,290.70
PROCESS MONITOR	HOLIDAY STRAIGHT	655.92	61,585.54
OPERATOR II	HOLIDAY STRAIGHT	353.12	45,574.10
PROCESS MONITOR	HOLIDAY STRAIGHT	208.88	72,601.28
LABORATORY TECHNICIAN	HOLIDAY STRAIGHT	557.76	34,419.20
PROCESS MONITOR	HOLIDAY STRAIGHT	428.32	58,973.22
PROCESS MONITOR	HOLIDAY STRAIGHT	1,201.56	57,277.06
OPERATOR I	HOLIDAY STRAIGHT	135.28	36,487.46
OPERATOR I	HOLIDAY STRAIGHT	269.76	39,764.92
OPERATOR I	HOLIDAY STRAIGHT	135.28	11,534.21
OPERATOR I	HOLIDAY STRAIGHT	128.72	37,054.26
OPERATOR I	HOLIDAY STRAIGHT	135.29	33,914.12
OPERATOR I	HOLIDAY STRAIGHT	282.72	41,578.42
OPERATOR I	HOLIDAY STRAIGHT	135.28	17,314.14
OPERATOR I	HOLIDAY STRAIGHT	829.60	47,288.90
OPERATOR I	HOLIDAY STRAIGHT	958.56	44,748.77
OPERATOR I	HOLIDAY STRAIGHT	156.32	43,593.28
PROCESS MONITOR	HOLIDAY STRAIGHT	356.00	54,569.55
LABORATORY TECHNICIAN	HOLIDAY STRAIGHT	278.88	40,297.84
PROCESS MONITOR	HOLIDAY STRAIGHT	890.00	50,134.24
PROCESS MONITOR	HOLIDAY STRAIGHT	186.48	36,863.59
OPERATOR II	HOLIDAY STRAIGHT	371.84	51,754.87
OPERATOR I	HOLIDAY STRAIGHT	270.56	31,683.18
OPERATOR II	HOLIDAY STRAIGHT	366.88	52,419.14
PROCESS MONITOR	HOLIDAY STRAIGHT	520.34	48,310.82
PROCESS MONITOR	HOLIDAY STRAIGHT	409.12	61,439.59
OPERATOR I	HOLIDAY STRAIGHT	135.28	19,485.20
PROCESS MONITOR	HOLIDAY STRAIGHT	837.12	68,569.83
PROCESS MONITOR	HOLIDAY STRAIGHT	204.56	58,444.06

Narragansett Bay Commission  
Union OT FY 2011

Title	Type	Gross Earnings	
		Amount	(W/ OT)
OPERATOR I	HOLIDAY STRAIGHT	128.72	36,762.61
OPERATOR II	HOLIDAY STRAIGHT	313.76	46,862.88
LABORATORY TECHNICIAN	HOLIDAY WORKED	974.70	41,167.44
MECHANIC II	HOLIDAY WORKED	535.93	48,236.47
PROCESS MONITOR	HOLIDAY WORKED	3,222.44	72,201.11
OPERATOR II	HOLIDAY WORKED	1,303.92	36,890.09
LABORATORY TECHNICIAN	HOLIDAY WORKED	752.98	40,397.22
SR. ELECTRICIAN	HOLIDAY WORKED	669.00	52,872.11
OPERATOR I	HOLIDAY WORKED	592.92	39,916.15
OPERATOR II	HOLIDAY WORKED	1,437.24	39,916.15
PROCESS MONITOR	HOLIDAY WORKED	2,461.44	59,410.01
OPERATOR II	HOLIDAY WORKED	824.40	57,290.70
PROCESS MONITOR	HOLIDAY WORKED	2,295.72	61,585.54
OPERATOR II	HOLIDAY WORKED	1,853.88	45,574.10
PROCESS MONITOR	HOLIDAY WORKED	3,133.20	72,601.28
MECHANIC I	HOLIDAY WORKED	523.20	54,272.93
MECHANIC I	HOLIDAY WORKED	210.36	38,716.80
LABORATORY TECHNICIAN	HOLIDAY WORKED	816.34	34,419.20
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	240.24	38,739.94
PROCESS MONITOR	HOLIDAY WORKED	1,606.20	58,973.22
PROCESS MONITOR	HOLIDAY WORKED	600.78	57,277.06
INVENTORY CONTROL CLERK	HOLIDAY WORKED	240.56	45,509.83
OPERATOR I	HOLIDAY WORKED	1,914.00	36,487.46
OPERATOR II	HOLIDAY WORKED	510.72	45,687.79
OPERATOR I	HOLIDAY WORKED	1,813.80	39,764.92
ELECTRICIAN	HOLIDAY WORKED	605.67	44,263.70
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	420.72	36,248.50
MECHANIC I	HOLIDAY WORKED	523.44	50,517.40
OPERATOR I	HOLIDAY WORKED	772.32	37,054.26
MECHANIC II	HOLIDAY WORKED	567.42	55,506.61
OPERATOR I	HOLIDAY WORKED	1,974.43	38,759.01
O AND M CLERK	HOLIDAY WORKED	174.51	42,287.18
OPERATOR I	HOLIDAY WORKED	1,807.64	33,914.12
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	440.64	38,137.60
OPERATOR I	HOLIDAY WORKED	1,610.18	41,578.42
ASST. E&I TECHNICIAN	HOLIDAY WORKED	510.24	47,763.83
MECHANIC I	HOLIDAY WORKED	430.56	38,902.83
OPERATOR I	HOLIDAY WORKED	768.48	17,314.14
OPERATOR I	HOLIDAY WORKED	1,244.40	47,288.90
PROCESS MONITOR	HOLIDAY WORKED	3,416.16	59,766.71
OPERATOR I	HOLIDAY WORKED	958.56	44,748.77
OPERATOR I	HOLIDAY WORKED	2,110.32	43,593.28
PROCESS MONITOR	HOLIDAY WORKED	2,136.00	54,569.55
MASTER ELECTRICIAN (FP)	HOLIDAY WORKED	727.44	72,054.40
INVENTORY CONTROL CLERK	HOLIDAY WORKED	237.36	51,029.69
LABORATORY TECHNICIAN	HOLIDAY WORKED	478.08	40,297.84
PROCESS MONITOR	HOLIDAY WORKED	1,068.00	50,134.24
SCADA SYSTEM OPERATOR	HOLIDAY WORKED	345.53	74,214.78
PROCESS MONITOR	HOLIDAY WORKED	559.44	36,863.59
OPERATOR II	HOLIDAY WORKED	2,231.04	51,754.87
OPERATOR I	HOLIDAY WORKED	1,203.12	31,683.18
OPERATOR II	HOLIDAY WORKED	219.72	31,683.18
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	654.00	44,241.24
MECHANIC I	HOLIDAY WORKED	450.72	47,306.66
LABORATORY TECHNICIAN	HOLIDAY WORKED	562.74	50,466.50
E&I TECHNICIAN (FP)	HOLIDAY WORKED	653.28	60,421.17
MECHANIC I	HOLIDAY WORKED	513.18	48,011.51
OPERATOR II	HOLIDAY WORKED	2,476.44	52,419.14
PROCESS MONITOR	HOLIDAY WORKED	1,467.31	48,310.82
OPERATOR II	HOLIDAY WORKED	1,001.28	49,608.69
PROCESS MONITOR	HOLIDAY WORKED	3,068.40	61,439.59
OPERATOR I	HOLIDAY WORKED	579.96	19,485.20
PROCESS MONITOR	HOLIDAY WORKED	2,197.44	68,569.83
IM OPERATOR IV	HOLIDAY WORKED	187.85	55,797.89
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	495.50	42,241.76
PROCESS MONITOR	HOLIDAY WORKED	2,147.88	58,444.06
MECHANIC II	HOLIDAY WORKED	565.20	86,978.82
OPERATOR I	HOLIDAY WORKED	1,737.72	36,762.61
FLEET MECHANIC	HOLIDAY WORKED	275.64	48,783.65
CARPENTER	HOLIDAY WORKED	613.68	57,681.97

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
OPERATOR II	HOLIDAY WORKED	1,626.65	46,862.88
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	334.24	39,694.47
MECHANIC I	HOLIDAY WORKED	430.56	40,800.19
LABORATORY TECHNICIAN	OVERTIME1	1,540.33	41,167.44
MECHANIC II	OVERTIME1	187.37	48,236.47
IM OPERATOR III	OVERTIME1	2,008.19	40,955.77
LABORATORY CLERK	OVERTIME1	4.04	32,642.46
MECHANIC II	OVERTIME1	2,217.82	51,859.30
PROCESS MONITOR	OVERTIME1	12,385.88	72,201.11
MECHANIC I	OVERTIME1	248.44	2,988.08
IM OPERATOR II	OVERTIME1	738.81	36,890.09
OPERATOR II	OVERTIME1	908.62	36,890.09
SENIOR FISCAL CLERK	OVERTIME1	17.41	41,468.10
LABORATORY TECHNICIAN	OVERTIME1	1,645.80	40,397.22
SR. ELECTRICIAN	OVERTIME1	5,500.44	52,872.11
OPERATOR I	OVERTIME1	407.09	39,916.15
OPERATOR II	OVERTIME1	1,498.06	39,916.15
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	296.22	36,860.03
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	226.27	37,397.81
IM MECHANIC	OVERTIME1	3,315.53	40,827.22
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	758.85	32,709.64
PROCESS MONITOR	OVERTIME1	2,509.03	59,410.01
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	486.47	39,216.21
OPERATOR II	OVERTIME1	5,169.05	57,290.70
E AND I TECHNICIAN	OVERTIME1	1,612.75	40,600.44
PROCESS MONITOR	OVERTIME1	1,472.55	61,585.54
OPERATOR II	OVERTIME1	211.50	45,574.10
PROCESS MONITOR	OVERTIME1	13,720.32	72,601.28
MECHANIC I	OVERTIME1	2,146.22	54,272.93
MECHANIC II	OVERTIME1	3,022.20	54,272.93
MECHANIC I	OVERTIME1	1,888.99	42,880.78
MECHANIC I	OVERTIME1	1,898.58	38,716.80
LABORATORY TECHNICIAN	OVERTIME1	919.12	34,419.20
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	201.39	39,744.45
ENVIRONMENTAL MONITOR	OVERTIME1	1,846.86	38,739.94
ELECTRICAL FOREMAN - BP	OVERTIME1	5,940.27	75,942.74
IM OPERATOR IV	OVERTIME1	1,947.51	50,626.65
PROCESS MONITOR	OVERTIME1	979.41	58,973.22
PROCESS MONITOR	OVERTIME1	3,295.25	57,277.06
HEAVY EQUIPMENT OPERATOR (BP)	OVERTIME1	2,043.62	41,888.17
IM OPERATOR II	OVERTIME1	2,081.84	35,872.96
INVENTORY CONTROL CLERK	OVERTIME1	2,965.21	45,509.83
OPERATOR I	OVERTIME1	1,154.16	36,487.46
OPERATOR II	OVERTIME1	903.27	45,687.79
DISPATCHER	OVERTIME1	8.32	40,709.26
IM CLERICAL ASSISTANT	OVERTIME1	7.02	40,709.26
OPERATOR I	OVERTIME1	2,714.87	39,764.92
OPERATOR I	OVERTIME1	672.53	11,534.21
IM OPERATOR IV	OVERTIME1	2,278.43	47,936.32
ELECTRICIAN	OVERTIME1	2,188.09	44,263.70
ENVIRONMENTAL MONITOR	OVERTIME1	3,807.10	36,248.50
PRETREATMENT CLERK	OVERTIME1	4.15	39,053.45
MECHANIC I	OVERTIME1	4,157.08	50,517.40
OPERATOR I	OVERTIME1	1,210.20	37,054.26
MECHANIC II	OVERTIME1	5,409.24	55,506.61
OPERATOR I	OVERTIME1	1,706.65	38,759.01
MECHANIC I	OVERTIME1	1,375.63	40,617.94
O AND M CLERK	OVERTIME1	38.81	42,287.18
OPERATOR I	OVERTIME1	2,252.11	33,914.12
IM OPERATOR II	OVERTIME1	3,938.24	46,024.26
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	132.79	32,161.78
ENVIRONMENTAL MONITOR	OVERTIME1	3,999.36	38,137.60
OPERATOR I	OVERTIME1	2,926.54	41,578.42
ASST. E&I TECHNICIAN	OVERTIME1	2,898.82	47,763.83
IM OPERATOR II	OVERTIME1	8.01	511.47
MECHANIC I	OVERTIME1	954.38	38,902.83
FIELD INVESTIGATOR	OVERTIME1	252.26	40,041.21
CUST. SERVICE REP.-FISCAL CLERK	OVERTIME1	92.41	39,093.61
BIOLOGIST	OVERTIME1	11.43	30,671.09
OPERATOR I	OVERTIME1	512.64	12,256.87



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Title	Type	Amount	Gross Earnings (W/ OT)
OPERATOR I	OVERTIME1	216.71	17,314.14
CHEMIST	OVERTIME1	307.13	41,287.72
MECHANIC II	OVERTIME1	329.55	49,192.26
CHEMIST	OVERTIME1	318.41	50,977.00
OPERATOR I	OVERTIME1	1,896.81	47,288.90
ENVIRONMENTAL MONITOR	OVERTIME1	1,582.46	19,557.00
INVENTORY CONTROL CLERK	OVERTIME1	413.29	39,095.36
PROCESS MONITOR	OVERTIME1	2,396.72	59,766.71
OPERATOR I	OVERTIME1	1,211.06	44,748.77
OPERATOR I	OVERTIME1	764.98	43,593.28
IM OPERATOR II	OVERTIME1	1,958.59	36,192.97
PROCESS MONITOR	OVERTIME1	5,500.63	54,569.55
MASTER ELECTRICIAN (FP)	OVERTIME1	7,460.08	72,054.40
INVENTORY CONTROL CLERK	OVERTIME1	7,133.00	51,029.69
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	226.43	36,635.16
ENVIRONMENTAL MONITOR	OVERTIME1	2,484.88	34,990.05
CUSTOMER SERVICE ASSOCIATE	OVERTIME1	99.34	57,564.86
LABORATORY TECHNICIAN	OVERTIME1	1,737.81	40,297.84
PROCESS MONITOR	OVERTIME1	1,793.98	50,134.24
SCADA SYSTEM OPERATOR	OVERTIME1	1,696.05	74,214.78
MECHANIC I	OVERTIME1	1,390.11	30,223.82
ELECTRICIAN	OVERTIME1	6,891.56	69,614.46
PROCESS MONITOR	OVERTIME1	2,633.22	36,863.59
OPERATOR II	OVERTIME1	710.06	51,754.87
HEAVY EQUIPMENT OPERATOR (IM)	OVERTIME1	3,105.77	51,821.80
OPERATOR I	OVERTIME1	504.55	31,683.18
OPERATOR II	OVERTIME1	142.01	31,683.18
ENVIRONMENTAL MONITOR	OVERTIME1	3,782.08	44,241.24
IM OPERATOR II	OVERTIME1	762.91	30,481.84
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	423.14	39,442.12
OPERATOR I	OVERTIME1	1,297.09	40,432.26
MECHANIC I	OVERTIME1	3,384.78	47,306.66
MECHANIC II	OVERTIME1	3,381.13	47,306.66
LABORATORY TECHNICIAN	OVERTIME1	2,195.42	50,466.50
E&I TECHNICIAN (FP)	OVERTIME1	2,791.16	60,421.17
MECHANIC I	OVERTIME1	1,808.44	48,011.51
MECHANIC II	OVERTIME1	342.52	48,011.51
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	4.81	38,957.54
OPERATOR II	OVERTIME1	1,706.42	52,419.14
MAINTENANCE SCHEDULER/PLANNER (BP)	OVERTIME1	4,147.45	56,107.75
OPERATOR II	OVERTIME1	13.11	48,310.82
PROCESS MONITOR	OVERTIME1	1,378.80	48,310.82
UTILITY CREW FOREMAN	OVERTIME1	2,248.71	63,141.65
OPERATOR II	OVERTIME1	3,597.81	49,608.69
PROCESS MONITOR	OVERTIME1	3,953.67	61,439.59
OPERATOR I	OVERTIME1	1,196.03	19,485.20
PROCESS MONITOR	OVERTIME1	10,220.61	68,569.83
IM OPERATOR IV	OVERTIME1	3,603.74	55,797.89
ENVIRONMENTAL MONITOR	OVERTIME1	5,163.76	42,241.76
PROCESS MONITOR	OVERTIME1	2,720.18	58,444.06
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	22.06	19,901.98
MECHANIC II	OVERTIME1	717.50	86,978.82
OPERATOR I	OVERTIME1	1,405.11	36,762.61
FLEET MECHANIC	OVERTIME1	781.36	48,783.65
ENVIRONMENTAL MONITOR	OVERTIME1	1,437.24	13,418.25
BP CONTRACT COORDINATOR	OVERTIME1	548.37	62,565.58
ELECTRICIAN	OVERTIME1	4,888.25	58,586.42
CARPENTER	OVERTIME1	1,022.95	57,681.97
IM OPERATOR II	OVERTIME1	3,493.31	45,818.37
OPERATOR II	OVERTIME1	3,937.72	46,862.88
ENVIRONMENTAL MONITOR	OVERTIME1	2,682.47	39,694.47
MECHANIC I	OVERTIME1	3,110.25	40,800.19
LABORATORY TECHNICIAN	RETRO OVERTIME	1,250.00	41,167.44
OPERATOR II	RETRO OVERTIME	500.00	36,890.09
LABORATORY TECHNICIAN	RETRO OVERTIME	1,250.00	40,397.22
OPERATOR I	RETRO OVERTIME	500.00	39,916.15
PROCESS MONITOR	RETRO OVERTIME	64.10	59,410.01
PROCESS MONITOR	RETRO OVERTIME	184.64	72,601.28
MECHANIC I	RETRO OVERTIME	61.79	38,716.80
ELECTRICAL FOREMAN - BP	RETRO OVERTIME	0.05	75,942.74

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
IM CLERICAL ASSISTANT	RETRO OVERTIME	0.12	40,709.26
IM OPERATOR IV	RETRO OVERTIME	128.52	47,936.32
MECHANIC I	RETRO OVERTIME	69.36	50,517.40
OPERATOR I	RETRO OVERTIME	160.60	37,054.26
OPERATOR I	RETRO OVERTIME	500.00	38,759.01
O AND M CLERK	RETRO OVERTIME	0.10	42,287.18
OPERATOR I	RETRO OVERTIME	16.65	33,914.12
ENVIRONMENTAL MONITOR	RETRO OVERTIME	13.77	38,137.60
OPERATOR I	RETRO OVERTIME	54.49	17,314.14
CHEMIST	RETRO OVERTIME	1,250.00	41,287.72
MECHANIC II	RETRO OVERTIME	22.71	49,192.26
PROCESS MONITOR	RETRO OVERTIME	13.63	54,569.55
ENVIRONMENTAL MONITOR	RETRO OVERTIME	22.57	34,990.05
LABORATORY TECHNICIAN	RETRO OVERTIME	1,250.00	40,297.84
PROCESS MONITOR	RETRO OVERTIME	16.75	50,134.24
SCADA SYSTEM OPERATOR	RETRO OVERTIME	63.10	74,214.78
OPERATOR II	RETRO OVERTIME	500.00	31,683.18
LABORATORY TECHNICIAN	RETRO OVERTIME	1,268.76	50,466.50
MECHANIC I	RETRO OVERTIME	500.00	48,011.51
OPERATOR II	RETRO OVERTIME	632.27	49,608.69
PROCESS MONITOR	RETRO OVERTIME	500.00	61,439.59
PROCESS MONITOR	RETRO OVERTIME	500.00	68,569.83
MECHANIC II	STRAIGHT OVERTIME	57.46	48,236.47
IM OPERATOR III	STRAIGHT OVERTIME	165.09	40,955.77
MECHANIC II	STRAIGHT OVERTIME	164.20	51,859.30
PROCESS MONITOR	STRAIGHT OVERTIME	18.20	72,201.11
SENIOR FISCAL CLERK	STRAIGHT OVERTIME	84.17	41,468.10
LABORATORY TECHNICIAN	STRAIGHT OVERTIME	54.78	40,397.22
SR. ELECTRICIAN	STRAIGHT OVERTIME	108.64	52,872.11
OPERATOR I	STRAIGHT OVERTIME	1.32	39,916.15
OPERATOR II	STRAIGHT OVERTIME	69.81	39,916.15
IM MECHANIC	STRAIGHT OVERTIME	54.90	40,827.22
PROCESS MONITOR	STRAIGHT OVERTIME	123.06	59,410.01
OPERATOR II	STRAIGHT OVERTIME	122.46	57,290.70
E AND I TECHNICIAN	STRAIGHT OVERTIME	34.63	40,600.44
PROCESS MONITOR	STRAIGHT OVERTIME	124.63	61,585.54
OPERATOR II	STRAIGHT OVERTIME	237.46	45,574.10
PROCESS MONITOR	STRAIGHT OVERTIME	328.73	72,601.28
MECHANIC I	STRAIGHT OVERTIME	7.41	54,272.93
MECHANIC II	STRAIGHT OVERTIME	89.28	54,272.93
MECHANIC I	STRAIGHT OVERTIME	58.06	42,880.78
MECHANIC I	STRAIGHT OVERTIME	45.22	38,716.80
LABORATORY TECHNICIAN	STRAIGHT OVERTIME	54.78	34,419.20
ELECTRICAL FOREMAN - BP	STRAIGHT OVERTIME	149.62	75,942.74
PROCESS MONITOR	STRAIGHT OVERTIME	31.58	58,973.22
PROCESS MONITOR	STRAIGHT OVERTIME	153.88	57,277.06
HEAVY EQUIPMENT OPERATOR (BP)	STRAIGHT OVERTIME	118.96	41,888.17
IM OPERATOR II	STRAIGHT OVERTIME	42.84	35,872.96
ASST. INVENTORY CONTROL CLERK	STRAIGHT OVERTIME	13.16	1,505.09
INVENTORY CONTROL CLERK	STRAIGHT OVERTIME	110.66	45,509.83
OPERATOR I	STRAIGHT OVERTIME	2.51	36,487.46
OPERATOR II	STRAIGHT OVERTIME	44.99	45,687.79
DISPATCHER	STRAIGHT OVERTIME	6.88	40,709.26
IM CLERICAL ASSISTANT	STRAIGHT OVERTIME	6.12	40,709.26
OPERATOR I	STRAIGHT OVERTIME	28.69	39,764.92
IM OPERATOR IV	STRAIGHT OVERTIME	140.09	47,936.32
ELECTRICIAN	STRAIGHT OVERTIME	55.99	44,263.70
ENVIRONMENTAL MONITOR	STRAIGHT OVERTIME	70.12	36,248.50
MECHANIC I	STRAIGHT OVERTIME	108.82	50,517.40
OPERATOR I	STRAIGHT OVERTIME	127.44	37,054.26
MECHANIC II	STRAIGHT OVERTIME	211.84	55,506.61
OPERATOR I	STRAIGHT OVERTIME	78.09	38,759.01
MECHANIC I	STRAIGHT OVERTIME	27.86	40,617.94
O AND M CLERK	STRAIGHT OVERTIME	3.02	42,287.18
OPERATOR I	STRAIGHT OVERTIME	37.90	33,914.12
IM OPERATOR II	STRAIGHT OVERTIME	135.49	46,024.26
OPERATOR I	STRAIGHT OVERTIME	134.68	41,578.42
ASST. E&I TECHNICIAN	STRAIGHT OVERTIME	39.34	47,763.83
MECHANIC I	STRAIGHT OVERTIME	163.67	38,902.83
OPERATOR I	STRAIGHT OVERTIME	19.08	12,256.87

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
OPERATOR I	STRAIGHT OVERTIME	15.50	17,314.14
MECHANIC II	STRAIGHT OVERTIME	173.53	49,192.26
OPERATOR I	STRAIGHT OVERTIME	87.73	47,288.90
INVENTORY CONTROL CLERK	STRAIGHT OVERTIME	54.64	39,095.36
PROCESS MONITOR	STRAIGHT OVERTIME	37.01	59,766.71
OPERATOR I	STRAIGHT OVERTIME	113.37	44,748.77
OPERATOR I	STRAIGHT OVERTIME	106.11	43,593.28
IM OPERATOR II	STRAIGHT OVERTIME	98.99	36,192.97
PROCESS MONITOR	STRAIGHT OVERTIME	201.60	54,569.55
MASTER ELECTRICIAN (FP)	STRAIGHT OVERTIME	43.42	72,054.40
INVENTORY CONTROL CLERK	STRAIGHT OVERTIME	66.49	51,029.69
ENVIRONMENTAL MONITOR	STRAIGHT OVERTIME	35.08	34,990.05
LABORATORY TECHNICIAN	STRAIGHT OVERTIME	54.78	40,297.84
PROCESS MONITOR	STRAIGHT OVERTIME	24.26	50,134.24
MECHANIC I	STRAIGHT OVERTIME	102.16	30,223.82
ELECTRICIAN	STRAIGHT OVERTIME	182.17	69,614.46
PROCESS MONITOR	STRAIGHT OVERTIME	153.18	36,863.59
OPERATOR II	STRAIGHT OVERTIME	102.72	51,754.87
HEAVY EQUIPMENT OPERATOR (IM)	STRAIGHT OVERTIME	143.53	51,821.80
OPERATOR I	STRAIGHT OVERTIME	67.64	31,683.18
OPERATOR II	STRAIGHT OVERTIME	1.46	31,683.18
IM OPERATOR II	STRAIGHT OVERTIME	65.88	30,481.84
OPERATOR I	STRAIGHT OVERTIME	115.04	40,432.26
MECHANIC II	STRAIGHT OVERTIME	79.56	47,306.66
LABORATORY TECHNICIAN	STRAIGHT OVERTIME	68.78	50,466.50
E&I TECHNICIAN (FP)	STRAIGHT OVERTIME	157.05	60,421.17
MECHANIC I	STRAIGHT OVERTIME	173.35	48,011.51
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	58.77	38,957.54
MAINTENANCE SCHEDULER/PLANNER (BP)	STRAIGHT OVERTIME	106.65	56,107.75
OPERATOR II	STRAIGHT OVERTIME	6.45	48,310.82
PROCESS MONITOR	STRAIGHT OVERTIME	101.23	48,310.82
UTILITY CREW FOREMAN	STRAIGHT OVERTIME	84.60	63,141.65
OPERATOR II	STRAIGHT OVERTIME	108.57	49,608.69
PROCESS MONITOR	STRAIGHT OVERTIME	191.26	61,439.59
OPERATOR I	STRAIGHT OVERTIME	84.04	19,485.20
PROCESS MONITOR	STRAIGHT OVERTIME	118.75	68,569.83
IM OPERATOR IV	STRAIGHT OVERTIME	17.00	55,797.89
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	106.76	19,901.98
MECHANIC II	STRAIGHT OVERTIME	77.52	86,978.82
OPERATOR I	STRAIGHT OVERTIME	79.97	36,762.61
FLEET MECHANIC	STRAIGHT OVERTIME	166.53	48,783.65
BP CONTRACT COORDINATOR	STRAIGHT OVERTIME	69.98	62,565.58
ELECTRICIAN	STRAIGHT OVERTIME	70.66	58,586.42
CARPENTER	STRAIGHT OVERTIME	21.47	57,681.97
IM OPERATOR II	STRAIGHT OVERTIME	4.79	45,818.37
OPERATOR II	STRAIGHT OVERTIME	191.04	46,862.88
MECHANIC I	STRAIGHT OVERTIME	117.20	40,800.19
		417,970.95	
Accrual		<u>-2,187.50</u>	
		415,783.45	
General Ledger		415,783.45	

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
ASST. CONTROL SYSTEM ADMINISTRATOR	CALL IN OVERTIME	173.37	67,700.89
O AND M SUPERVISOR	HOLIDAY STRAIGHT	796.00	65,737.64
O AND M SUPERVISOR	HOLIDAY STRAIGHT	1,878.94	78,603.78
O AND M SUPERVISOR	HOLIDAY STRAIGHT	771.15	74,770.33
O AND M SUPERVISOR	HOLIDAY STRAIGHT	1,799.14	73,551.36
SENIOR MAINTENANCE SUPERVISOR	HOLIDAY WORKED	515.49	55,898.10
O AND M SUPERVISOR	HOLIDAY WORKED	2,089.43	65,737.64
O AND M SUPERVISOR	HOLIDAY WORKED	1,610.52	78,603.78
MAINTENANCE SUPERVISOR	HOLIDAY WORKED	915.81	63,039.44
O AND M SUPERVISOR	HOLIDAY WORKED	2,698.99	74,770.33
O AND M SUPERVISOR	HOLIDAY WORKED	771.06	73,551.36
PRETREATMENT TECHNICIAN	OVERTIME1	23.99	35,540.70
ENVIRONMENTAL COMPLIANCE TECHNICAL ASSISTANT	OVERTIME1	558.82	37,699.14
SENIOR MAINTENANCE SUPERVISOR	OVERTIME1	4,261.33	55,898.10
O AND M TECHNICIAN	OVERTIME1	347.30	48,111.48
IM SUPERVISOR	OVERTIME1	468.60	50,626.65
PRETREATMENT TECHNICIAN	OVERTIME1	27.17	35,690.52
O AND M SUPERVISOR	OVERTIME1	8,363.23	65,737.64
ENGINEERING CONSTRUCTION COORDINATOR	OVERTIME1	6.23	35,751.50
ASST. CONTROL SYSTEM ADMINISTRATOR	OVERTIME1	4,946.60	67,700.89
PRETREATMENT TECHNICIAN	OVERTIME1	25.34	36,916.56
PRETREATMENT TECHNICIAN	OVERTIME1	76.12	39,625.64
O AND M COORDINATOR	OVERTIME1	2,920.77	53,923.59
CAPITAL ACCOUNTING ASSISTANT	OVERTIME1	6.02	31,992.05
SENIOR ORGANIC CHEMIST	OVERTIME1	61.18	61,257.02
MECHANICAL INSPECTOR	OVERTIME1	1,981.81	63,890.00
CIVIL INSPECTOR	OVERTIME1	2,211.26	57,859.17
MONITORING FIELD SUPERVISOR	OVERTIME1	1,032.25	42,794.97
O AND M SUPERVISOR	OVERTIME1	2,543.58	78,603.78
ENVIRONMENTAL CHEMIST	OVERTIME1	27.14	56,180.47
MONITORING FIELD SUPERVISOR	OVERTIME1	658.31	44,343.57
MAINTENANCE SUPERVISOR	OVERTIME1	7,389.27	63,039.44
PRETREATMENT TECHNICIAN	OVERTIME1	22.72	36,714.42
ENVIRONMENTAL CHEMIST	OVERTIME1	435.79	53,075.62
O AND M SUPERVISOR	OVERTIME1	1,725.41	74,770.33
SENIOR ENVIRONMENTAL CHEMIST	OVERTIME1	1,060.04	67,232.32
MONITORING FIELD SUPERVISOR	OVERTIME1	1,093.80	49,053.96
O AND M SUPERVISOR	OVERTIME1	770.09	73,551.36
ENVIRONMENTAL CHEMIST	RETRO OVERTIME	26.69	56,180.47
ENVIRONMENTAL COMPLIANCE TECHNICAL ASSISTANT	STRAIGHT OVERTIME	29.12	37,699.14
SENIOR MAINTENANCE SUPERVISOR	STRAIGHT OVERTIME	93.96	55,898.10
ASST. RESIDENT INSPECTOR	STRAIGHT OVERTIME	103.65	88,310.85
ASST. CONTROL SYSTEM ADMINISTRATOR	STRAIGHT OVERTIME	16.20	67,700.89
PRETREATMENT TECHNICIAN	STRAIGHT OVERTIME	75.14	36,916.56
O AND M SUPERVISOR	STRAIGHT OVERTIME	179.50	78,603.78
MAINTENANCE SUPERVISOR	STRAIGHT OVERTIME	101.76	63,039.44
O AND M SUPERVISOR	STRAIGHT OVERTIME	128.52	74,770.33
O AND M SUPERVISOR	STRAIGHT OVERTIME	128.51	73,551.36
		57,947.12	
	Adjustment	55.60	
	Accrual	1,943.80	
		59,946.52	
	General Ledger	59,946.52	
		0.00	



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Title	Type	Gross Earnings	
		Amount	(W/ OT)
OPERATOR II	CALL IN OVERTIME	111.66	25,491.36
OPERATOR I	CALL IN OVERTIME	103.08	34,942.72
IM OPERATOR III	CALL IN OVERTIME	1,959.76	41,531.19
MECHANIC II	CALL IN OVERTIME	144.24	52,819.98
IM OPERATOR II	CALL IN OVERTIME	776.93	41,452.41
SR. ELECTRICIAN	CALL IN OVERTIME	979.44	58,778.42
HEAVY EQUIPMENT OPERATOR (BP)	CALL IN OVERTIME	401.97	50,908.41
IM MECHANIC	CALL IN OVERTIME	1,205.92	50,908.41
OPERATOR II	CALL IN OVERTIME	132.42	58,426.72
E AND I TECHNICIAN	CALL IN OVERTIME	349.38	43,990.06
MECHANIC II	CALL IN OVERTIME	417.06	56,846.36
MECHANIC I	CALL IN OVERTIME	109.50	39,739.92
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	124.80	39,618.92
ELECTRICAL FOREMAN - BP	CALL IN OVERTIME	398.88	76,643.12
IM OPERATOR II	CALL IN OVERTIME	2,238.07	40,739.60
INVENTORY CONTROL CLERK	CALL IN OVERTIME	123.96	44,136.67
IM OPERATOR IV	CALL IN OVERTIME	641.62	48,045.97
ELECTRICIAN	CALL IN OVERTIME	125.04	30,527.81
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	219.00	37,446.07
MECHANIC I	CALL IN OVERTIME	133.14	35,952.73
OPERATOR I	CALL IN OVERTIME	308.88	40,282.76
IM OPERATOR II	CALL IN OVERTIME	238.56	39,905.13
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	229.20	38,815.06
MECHANIC I	CALL IN OVERTIME	224.16	40,404.44
OPERATOR I	CALL IN OVERTIME	102.96	30,216.73
MECHANIC II	CALL IN OVERTIME	282.96	45,116.80
PROCESS MONITOR	CALL IN OVERTIME	157.98	63,135.22
IM OPERATOR II	CALL IN OVERTIME	1,497.55	39,841.61
MASTER ELECTRICIAN (FP)	CALL IN OVERTIME	740.16	72,241.39
INVENTORY CONTROL CLERK	CALL IN OVERTIME	120.78	53,129.42
SCADA SYSTEM OPERATOR	CALL IN OVERTIME	1,222.68	79,194.64
ELECTRICIAN	CALL IN OVERTIME	1,968.62	69,933.96
HEAVY EQUIPMENT OPERATOR (IM)	CALL IN OVERTIME	1,197.99	82,584.95
IM OPERATOR II	CALL IN OVERTIME	720.72	32,878.78
MECHANIC II	CALL IN OVERTIME	486.96	50,944.78
OPERATOR II	CALL IN OVERTIME	129.90	50,573.79
PROCESS MONITOR	CALL IN OVERTIME	156.12	62,762.61
IM OPERATOR IV	CALL IN OVERTIME	1,311.66	55,750.65
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	374.40	42,252.37
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	104.46	33,789.73
ELECTRICIAN	CALL IN OVERTIME	1,581.50	59,140.65
IM OPERATOR II	CALL IN OVERTIME	1,205.32	45,105.90
MECHANIC I	CALL IN OVERTIME	112.08	43,705.87
LABORATORY TECHNICIAN	HOLIDAY STRAIGHT	1,167.04	43,264.14
LABORATORY TECHNICIAN	HOLIDAY STRAIGHT	145.88	40,503.87
PROCESS MONITOR	HOLIDAY STRAIGHT	852.81	61,464.25
OPERATOR II	HOLIDAY STRAIGHT	176.56	58,426.72
PROCESS MONITOR	HOLIDAY STRAIGHT	666.72	61,371.95
OPERATOR II	HOLIDAY STRAIGHT	539.04	49,208.88
LABORATORY TECHNICIAN	HOLIDAY STRAIGHT	1,167.04	42,336.91
PROCESS MONITOR	HOLIDAY STRAIGHT	653.28	60,970.80
PROCESS MONITOR	HOLIDAY STRAIGHT	1,665.44	60,944.11
OPERATOR I	HOLIDAY STRAIGHT	130.96	36,092.58
OPERATOR I	HOLIDAY STRAIGHT	140.32	41,067.78
OPERATOR I	HOLIDAY STRAIGHT	1,099.52	38,459.75
OPERATOR I	HOLIDAY STRAIGHT	287.37	42,623.54
OPERATOR I	HOLIDAY STRAIGHT	293.77	41,839.47
OPERATOR I	HOLIDAY STRAIGHT	137.28	30,216.73
OPERATOR I	HOLIDAY STRAIGHT	674.56	48,245.39
PROCESS MONITOR	HOLIDAY STRAIGHT	210.64	63,135.22
OPERATOR I	HOLIDAY STRAIGHT	1,324.80	45,481.29
PROCESS MONITOR	HOLIDAY STRAIGHT	556.56	54,821.96
LABORATORY TECHNICIAN	HOLIDAY STRAIGHT	145.88	40,787.74
PROCESS MONITOR	HOLIDAY STRAIGHT	556.56	54,595.15
OPERATOR II	HOLIDAY STRAIGHT	595.52	40,875.14
OPERATOR II	HOLIDAY STRAIGHT	372.96	51,227.94
PROCESS MONITOR	HOLIDAY STRAIGHT	361.93	47,766.03
PROCESS MONITOR	HOLIDAY STRAIGHT	208.16	62,762.61
OPERATOR I	HOLIDAY STRAIGHT	421.68	42,626.32
OPERATOR II	HOLIDAY STRAIGHT	148.88	42,626.32
PROCESS MONITOR	HOLIDAY STRAIGHT	434.72	70,982.52

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
LABORATORY TECHNICIAN	HOLIDAY WORKED	646.15	43,264.14
OPERATOR I	HOLIDAY WORKED	397.92	25,491.36
OPERATOR II	HOLIDAY WORKED	669.96	25,491.36
OPERATOR I	HOLIDAY WORKED	1,443.12	34,942.72
PROCESS MONITOR	HOLIDAY WORKED	3,266.40	78,244.05
ASST. E&I TECHNICIAN	HOLIDAY WORKED	208.92	42,250.07
MECHANIC I	HOLIDAY WORKED	208.92	42,250.07
LABORATORY TECHNICIAN	HOLIDAY WORKED	686.79	40,503.87
SR. ELECTRICIAN	HOLIDAY WORKED	559.68	58,778.42
OPERATOR II	HOLIDAY WORKED	1,926.72	40,390.76
PROCESS MONITOR	HOLIDAY WORKED	1,918.80	61,464.25
OPERATOR II	HOLIDAY WORKED	1,897.08	58,426.72
PROCESS MONITOR	HOLIDAY WORKED	1,666.80	61,371.95
OPERATOR II	HOLIDAY WORKED	1,347.60	49,208.88
PROCESS MONITOR	HOLIDAY WORKED	3,187.20	69,844.63
MECHANIC II	HOLIDAY WORKED	556.08	56,846.36
MECHANIC I	HOLIDAY WORKED	438.00	39,739.92
LABORATORY TECHNICIAN	HOLIDAY WORKED	786.82	42,336.91
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	374.40	39,618.92
ELECTRICAL FOREMAN - BP	HOLIDAY WORKED	403.87	76,643.12
PROCESS MONITOR	HOLIDAY WORKED	1,959.84	60,970.80
PROCESS MONITOR	HOLIDAY WORKED	624.54	60,944.11
OPERATOR I	HOLIDAY WORKED	982.20	36,092.58
OPERATOR II	HOLIDAY WORKED	259.80	56,784.65
OPERATOR I	HOLIDAY WORKED	1,473.36	41,067.78
OPERATOR I	HOLIDAY WORKED	412.32	38,459.75
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	328.50	37,446.07
OPERATOR I	HOLIDAY WORKED	1,655.82	42,623.54
MECHANIC II	HOLIDAY WORKED	288.63	42,692.94
OPERATOR I	HOLIDAY WORKED	2,058.43	40,282.76
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	208.92	35,246.82
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	229.20	38,815.06
OPERATOR I	HOLIDAY WORKED	1,101.60	41,839.47
E AND I TECHNICIAN	HOLIDAY WORKED	270.96	51,957.89
MECHANIC I	HOLIDAY WORKED	224.16	40,404.44
OPERATOR I	HOLIDAY WORKED	1,018.80	30,216.73
OPERATOR I	HOLIDAY WORKED	1,264.80	48,245.39
PROCESS MONITOR	HOLIDAY WORKED	2,843.64	63,135.22
OPERATOR I	HOLIDAY WORKED	496.80	45,481.29
OPERATOR I	HOLIDAY WORKED	2,147.04	44,751.73
PROCESS MONITOR	HOLIDAY WORKED	1,947.96	54,821.96
MASTER ELECTRICIAN (FP)	HOLIDAY WORKED	740.16	72,241.39
INVENTORY CONTROL CLERK	HOLIDAY WORKED	483.12	53,129.42
LABORATORY TECHNICIAN	HOLIDAY WORKED	827.46	40,787.74
PROCESS MONITOR	HOLIDAY WORKED	1,113.12	54,595.15
ELECTRICIAN	HOLIDAY WORKED	352.70	69,933.96
PROCESS MONITOR	HOLIDAY WORKED	291.60	43,541.34
OPERATOR II	HOLIDAY WORKED	850.32	53,970.32
OPERATOR II	HOLIDAY WORKED	1,116.60	40,875.14
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	266.04	46,042.53
MECHANIC II	HOLIDAY WORKED	486.96	50,944.78
LABORATORY TECHNICIAN	HOLIDAY WORKED	410.60	48,840.31
SENIOR E&I TECHNICIAN	HOLIDAY WORKED	679.68	65,438.58
MECHANIC II	HOLIDAY WORKED	526.48	49,950.63
OPERATOR II	HOLIDAY WORKED	1,398.60	51,227.94
PROCESS MONITOR	HOLIDAY WORKED	1,899.07	47,766.03
OPERATOR II	HOLIDAY WORKED	519.60	50,573.79
PROCESS MONITOR	HOLIDAY WORKED	2,185.68	62,762.61
OPERATOR I	HOLIDAY WORKED	843.36	42,626.32
OPERATOR II	HOLIDAY WORKED	446.64	42,626.32
PROCESS MONITOR	HOLIDAY WORKED	1,630.20	70,982.52
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	249.60	42,252.37
PROCESS MONITOR	HOLIDAY WORKED	1,873.44	56,933.81
OPERATOR I	HOLIDAY WORKED	1,810.08	37,585.11
FLEET MECHANIC	HOLIDAY WORKED	560.64	52,511.71
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	313.38	33,789.73
CARPENTER	HOLIDAY WORKED	624.48	53,290.31
OPERATOR II	HOLIDAY WORKED	244.44	43,270.12
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	374.40	41,196.04
MECHANIC II	HOLIDAY WORKED	465.84	43,705.87
LABORATORY TECHNICIAN	OVERTIME1	3,308.76	43,264.14

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Title	Type	Amount	Gross Earnings (W/ OT)
OPERATOR I	OVERTIME1	277.73	25,491.36
OPERATOR II	OVERTIME1	611.57	25,491.36
OPERATOR I	OVERTIME1	2,486.72	34,942.72
IM OPERATOR III	OVERTIME1	643.88	41,531.19
LABORATORY CLERK	OVERTIME1	160.83	34,230.67
MECHANIC II	OVERTIME1	2,562.68	52,819.98
PROCESS MONITOR	OVERTIME1	17,240.15	78,244.05
ASST. E&I TECHNICIAN	OVERTIME1	2,230.01	42,250.07
MECHANIC I	OVERTIME1	2,389.24	42,250.07
IM OPERATOR II	OVERTIME1	1,945.68	41,452.41
SENIOR FISCAL CLERK	OVERTIME1	136.45	43,270.21
LABORATORY TECHNICIAN	OVERTIME1	1,631.78	40,503.87
SR. ELECTRICIAN	OVERTIME1	8,625.15	58,778.42
OPERATOR II	OVERTIME1	1,115.08	40,390.76
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	803.60	40,599.25
MECHANIC I	OVERTIME1	1,648.93	15,576.94
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	238.80	13,089.99
HEAVY EQUIPMENT OPERATOR (BP)	OVERTIME1	484.71	50,908.41
IM MECHANIC	OVERTIME1	2,219.40	50,908.41
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	659.66	33,999.82
PROCESS MONITOR	OVERTIME1	3,031.83	61,464.25
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	416.08	40,025.52
OPERATOR II	OVERTIME1	6,690.16	58,426.72
E AND I TECHNICIAN	OVERTIME1	2,950.36	43,990.06
PROCESS MONITOR	OVERTIME1	1,092.82	61,371.95
OPERATOR II	OVERTIME1	608.54	49,208.88
PROCESS MONITOR	OVERTIME1	10,808.75	69,844.63
MECHANIC II	OVERTIME1	5,063.07	56,846.36
MECHANIC I	OVERTIME1	952.21	43,251.38
MECHANIC I	OVERTIME1	1,127.95	39,739.92
LABORATORY TECHNICIAN	OVERTIME1	2,409.26	42,336.91
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	1,071.26	41,388.36
ENVIRONMENTAL MONITOR	OVERTIME1	1,243.32	39,618.92
ELECTRICAL FOREMAN - BP	OVERTIME1	6,416.01	76,643.12
PROCESS MONITOR	OVERTIME1	1,338.00	60,970.80
PROCESS MONITOR	OVERTIME1	4,284.13	60,944.11
HEAVY EQUIPMENT OPERATOR (BP)	OVERTIME1	598.70	44,328.75
OPERATOR I	OVERTIME1	411.24	44,328.75
IM OPERATOR II	OVERTIME1	2,828.19	40,739.60
INVENTORY CONTROL CLERK	OVERTIME1	3,177.42	44,136.67
OPERATOR I	OVERTIME1	658.77	36,092.58
OPERATOR II	OVERTIME1	243.33	56,784.65
IM CLERICAL ASSISTANT	OVERTIME1	47.37	62,486.78
OPERATOR I	OVERTIME1	3,020.75	41,067.78
OPERATOR I	OVERTIME1	1,782.82	38,459.75
IM OPERATOR IV	OVERTIME1	934.23	48,045.97
ELECTRICIAN	OVERTIME1	2,557.69	30,527.81
ENVIRONMENTAL MONITOR	OVERTIME1	3,718.68	37,446.07
MECHANIC I	OVERTIME1	2,094.96	35,952.73
OPERATOR I	OVERTIME1	2,949.48	42,623.54
OPERATOR II	OVERTIME1	11.72	42,623.54
MECHANIC II	OVERTIME1	3,414.07	42,692.94
OPERATOR I	OVERTIME1	2,283.13	40,282.76
MECHANIC I	OVERTIME1	351.55	40,014.13
O AND M CLERK	OVERTIME1	371.93	43,805.73
ENVIRONMENTAL MONITOR	OVERTIME1	3,520.26	35,246.82
IM OPERATOR II	OVERTIME1	2,093.61	39,905.13
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	6.84	35,847.05
ENVIRONMENTAL MONITOR	OVERTIME1	3,343.90	38,815.06
OPERATOR I	OVERTIME1	2,441.29	41,839.47
ASST. E&I TECHNICIAN	OVERTIME1	1,331.36	51,957.89
E AND I TECHNICIAN	OVERTIME1	3,619.48	51,957.89
IM MECHANIC	OVERTIME1	703.03	40,404.44
MECHANIC I	OVERTIME1	378.99	40,404.44
FIELD INVESTIGATOR	OVERTIME1	15.24	40,479.34
CUST. SERVICE REP.-FISCAL CLERK	OVERTIME1	585.22	41,020.81
BIOLOGIST	OVERTIME1	56.92	50,454.33
OPERATOR I	OVERTIME1	1,263.86	30,216.73
CHEMIST	OVERTIME1	28.58	41,382.18
MECHANIC II	OVERTIME1	971.46	45,116.80
CHEMIST	OVERTIME1	182.27	51,881.12

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Title	Type	Amount	Gross Earnings (W/ OT)
OPERATOR I	OVERTIME1	2,319.35	48,245.39
INVENTORY CONTROL CLERK	OVERTIME1	432.60	40,476.20
PROCESS MONITOR	OVERTIME1	5,120.51	63,135.22
OPERATOR I	OVERTIME1	634.34	45,481.29
OPERATOR I	OVERTIME1	1,030.08	44,751.73
IM OPERATOR II	OVERTIME1	2,179.95	39,841.61
PROCESS MONITOR	OVERTIME1	3,809.35	54,821.96
MASTER ELECTRICIAN (FP)	OVERTIME1	7,188.20	72,241.39
INVENTORY CONTROL CLERK	OVERTIME1	8,188.46	53,129.42
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	447.72	38,249.41
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	6.74	58,418.01
LABORATORY TECHNICIAN	OVERTIME1	1,774.95	40,787.74
PROCESS MONITOR	OVERTIME1	3,861.92	54,595.15
SCADA SYSTEM OPERATOR	OVERTIME1	6,899.07	79,194.64
MECHANIC I	OVERTIME1	436.65	33,049.84
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	9.92	15,858.20
ELECTRICIAN	OVERTIME1	6,754.95	69,933.96
PROCESS MONITOR	OVERTIME1	4,477.50	43,541.34
MECHANIC I	OVERTIME1	1,244.67	16,450.94
OPERATOR II	OVERTIME1	476.83	53,970.32
HEAVY EQUIPMENT OPERATOR (IM)	OVERTIME1	895.21	82,584.95
OPERATOR II	OVERTIME1	375.69	40,875.14
ENVIRONMENTAL MONITOR	OVERTIME1	5,452.71	46,042.53
IM OPERATOR II	OVERTIME1	215.18	32,878.78
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	443.17	40,190.76
OPERATOR I	OVERTIME1	536.76	41,123.08
FISCAL CLERK - CUSTOMER SERVICE	OVERTIME1	647.28	37,265.67
MECHANIC II	OVERTIME1	7,655.86	50,944.78
LABORATORY TECHNICIAN	OVERTIME1	1,143.99	48,840.31
E&I TECHNICIAN (FP)	OVERTIME1	662.92	65,438.58
SENIOR E&I TECHNICIAN	OVERTIME1	5,223.70	65,438.58
MECHANIC II	OVERTIME1	2,885.73	49,950.63
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	456.54	39,998.39
OPERATOR II	OVERTIME1	1,156.05	51,227.94
MAINTENANCE SCHEDULER/PLANNER (BP)	OVERTIME1	2,804.72	56,747.38
PROCESS MONITOR	OVERTIME1	889.90	47,766.03
UTILITY CREW FOREMAN	OVERTIME1	1,005.32	64,344.97
OPERATOR II	OVERTIME1	4,568.85	50,573.79
PROCESS MONITOR	OVERTIME1	5,499.09	62,762.61
OPERATOR I	OVERTIME1	1,907.26	42,626.32
OPERATOR II	OVERTIME1	773.44	42,626.32
PROCESS MONITOR	OVERTIME1	12,112.25	70,982.52
IM OPERATOR IV	OVERTIME1	3,622.92	55,750.65
ENVIRONMENTAL MONITOR	OVERTIME1	3,203.00	42,252.37
PROCESS MONITOR	OVERTIME1	899.18	56,933.81
OPERATOR I	OVERTIME1	964.29	37,585.11
FLEET MECHANIC	OVERTIME1	1,630.13	52,511.71
ENVIRONMENTAL MONITOR	OVERTIME1	1,565.00	33,789.73
BP CONTRACT COORDINATOR	OVERTIME1	556.65	66,948.09
ELECTRICIAN	OVERTIME1	3,658.93	59,140.65
CARPENTER	OVERTIME1	3,268.34	53,290.31
IM OPERATOR II	OVERTIME1	2,426.19	45,105.90
OPERATOR II	OVERTIME1	1,246.82	43,270.12
ENVIRONMENTAL MONITOR	OVERTIME1	2,616.74	41,196.04
MECHANIC I	OVERTIME1	833.05	43,705.87
MECHANIC II	OVERTIME1	2,425.91	43,705.87
OPERATOR I	RETRO OVERTIME	515.77	25,491.36
MECHANIC I	RETRO OVERTIME	3.94	42,250.07
IM OPERATOR II	RETRO OVERTIME	956.22	41,452.41
SENIOR FISCAL CLERK	RETRO OVERTIME	19.21	43,270.21
OPERATOR II	RETRO OVERTIME	71.36	40,390.76
PROCESS MONITOR	RETRO OVERTIME	47.54	61,464.25
OPERATOR II	RETRO OVERTIME	46.11	58,426.72
PROCESS MONITOR	RETRO OVERTIME	40.68	69,844.63
OPERATOR I	RETRO OVERTIME	500.00	44,328.75
OPERATOR I	RETRO OVERTIME	0.76	36,092.58
OPERATOR I	RETRO OVERTIME	206.16	38,459.75
OPERATOR I	RETRO OVERTIME	157.06	42,623.54
OPERATOR II	RETRO OVERTIME	500.00	42,623.54
ENVIRONMENTAL MONITOR	RETRO OVERTIME	28.65	38,815.06
IM OPERATOR II	RETRO OVERTIME	395.28	39,841.61

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
PROCESS MONITOR	RETRO OVERTIME	36.56	54,821.96
PROCESS MONITOR	RETRO OVERTIME	501.02	54,595.15
ELECTRICIAN	RETRO OVERTIME	3.69	69,933.96
OPERATOR II	RETRO OVERTIME	-41.64	40,875.14
OPERATOR II	RETRO OVERTIME	84.57	50,573.79
OPERATOR I	RETRO OVERTIME	500.00	42,626.32
ENVIRONMENTAL MONITOR	RETRO OVERTIME	500.00	42,252.37
OPERATOR I	STRAIGHT OVERTIME	5.43	25,491.36
OPERATOR II	STRAIGHT OVERTIME	40.20	25,491.36
IM OPERATOR III	STRAIGHT OVERTIME	102.19	41,531.19
LABORATORY CLERK	STRAIGHT OVERTIME	106.85	34,230.67
MECHANIC II	STRAIGHT OVERTIME	64.72	52,819.98
PROCESS MONITOR	STRAIGHT OVERTIME	6.81	78,244.05
ASST. E&I TECHNICIAN	STRAIGHT OVERTIME	7.31	42,250.07
IM OPERATOR II	STRAIGHT OVERTIME	0.36	41,452.41
SENIOR FISCAL CLERK	STRAIGHT OVERTIME	11.86	43,270.21
SR. ELECTRICIAN	STRAIGHT OVERTIME	73.69	58,778.42
OPERATOR II	STRAIGHT OVERTIME	0.89	40,390.76
HEAVY EQUIPMENT OPERATOR (BP)	STRAIGHT OVERTIME	30.14	50,908.41
IM MECHANIC	STRAIGHT OVERTIME	59.39	50,908.41
PROCESS MONITOR	STRAIGHT OVERTIME	30.63	61,464.25
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	64.30	40,025.52
OPERATOR II	STRAIGHT OVERTIME	31.56	58,426.72
E AND I TECHNICIAN	STRAIGHT OVERTIME	255.68	43,990.06
PROCESS MONITOR	STRAIGHT OVERTIME	2.22	61,371.95
OPERATOR II	STRAIGHT OVERTIME	28.08	49,208.88
PROCESS MONITOR	STRAIGHT OVERTIME	24.70	69,844.63
MECHANIC I	STRAIGHT OVERTIME	56.04	43,251.38
MECHANIC I	STRAIGHT OVERTIME	37.07	39,739.92
LABORATORY TECHNICIAN	STRAIGHT OVERTIME	12.50	42,336.91
PROCESS MONITOR	STRAIGHT OVERTIME	59.87	60,970.80
PROCESS MONITOR	STRAIGHT OVERTIME	243.83	60,944.11
HEAVY EQUIPMENT OPERATOR (BP)	STRAIGHT OVERTIME	10.82	44,328.75
OPERATOR I	STRAIGHT OVERTIME	23.46	44,328.75
IM OPERATOR II	STRAIGHT OVERTIME	35.69	40,739.60
INVENTORY CONTROL CLERK	STRAIGHT OVERTIME	91.72	44,136.67
OPERATOR I	STRAIGHT OVERTIME	4.09	36,092.58
OPERATOR II	STRAIGHT OVERTIME	58.00	56,784.65
IM CLERICAL ASSISTANT	STRAIGHT OVERTIME	8.87	62,486.78
OPERATOR I	STRAIGHT OVERTIME	16.32	41,067.78
OPERATOR I	STRAIGHT OVERTIME	42.44	38,459.75
IM OPERATOR IV	STRAIGHT OVERTIME	36.45	48,045.97
ELECTRICIAN	STRAIGHT OVERTIME	43.88	30,527.81
MECHANIC I	STRAIGHT OVERTIME	25.52	35,952.73
OPERATOR I	STRAIGHT OVERTIME	67.17	42,623.54
OPERATOR II	STRAIGHT OVERTIME	6.33	42,623.54
MECHANIC II	STRAIGHT OVERTIME	70.36	42,692.94
MECHANIC I	STRAIGHT OVERTIME	103.18	40,014.13
O AND M CLERK	STRAIGHT OVERTIME	32.99	43,805.73
ENVIRONMENTAL MONITOR	STRAIGHT OVERTIME	0.35	35,246.82
IM OPERATOR II	STRAIGHT OVERTIME	96.00	39,905.13
OPERATOR I	STRAIGHT OVERTIME	23.33	41,839.47
ASST. E&I TECHNICIAN	STRAIGHT OVERTIME	9.26	51,957.89
E AND I TECHNICIAN	STRAIGHT OVERTIME	45.39	51,957.89
IM MECHANIC	STRAIGHT OVERTIME	22.61	40,404.44
MECHANIC I	STRAIGHT OVERTIME	76.33	40,404.44
OPERATOR I	STRAIGHT OVERTIME	54.21	30,216.73
MECHANIC II	STRAIGHT OVERTIME	87.12	45,116.80
OPERATOR I	STRAIGHT OVERTIME	1.05	48,245.39
INVENTORY CONTROL CLERK	STRAIGHT OVERTIME	61.00	40,476.20
PROCESS MONITOR	STRAIGHT OVERTIME	46.34	63,135.22
OPERATOR I	STRAIGHT OVERTIME	36.65	45,481.29
OPERATOR I	STRAIGHT OVERTIME	126.38	44,751.73
IM OPERATOR II	STRAIGHT OVERTIME	61.63	39,841.61
PROCESS MONITOR	STRAIGHT OVERTIME	217.97	54,821.96
MASTER ELECTRICIAN (FP)	STRAIGHT OVERTIME	122.44	72,241.39
INVENTORY CONTROL CLERK	STRAIGHT OVERTIME	59.15	53,129.42
PROCESS MONITOR	STRAIGHT OVERTIME	143.31	54,595.15
MECHANIC I	STRAIGHT OVERTIME	91.37	33,049.84
ELECTRICIAN	STRAIGHT OVERTIME	58.49	69,933.96
PROCESS MONITOR	STRAIGHT OVERTIME	120.55	43,541.34



Narragansett Bay Commission  
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Title	Type	Gross Earnings	
		Amount	(W/ OT)
MECHANIC I	STRAIGHT OVERTIME	7.31	16,450.94
HEAVY EQUIPMENT OPERATOR (IM)	STRAIGHT OVERTIME	24.16	82,584.95
OPERATOR II	STRAIGHT OVERTIME	7.82	40,875.14
IM OPERATOR II	STRAIGHT OVERTIME	1.37	32,878.78
OPERATOR I	STRAIGHT OVERTIME	87.18	41,123.08
SENIOR E&I TECHNICIAN	STRAIGHT OVERTIME	38.52	65,438.58
MECHANIC II	STRAIGHT OVERTIME	50.93	49,950.63
OPERATOR II	STRAIGHT OVERTIME	29.36	51,227.94
MAINTENANCE SCHEDULER/PLANNER (BP)	STRAIGHT OVERTIME	83.97	56,747.38
PROCESS MONITOR	STRAIGHT OVERTIME	21.94	47,766.03
UTILITY CREW FOREMAN	STRAIGHT OVERTIME	99.57	64,344.97
OPERATOR II	STRAIGHT OVERTIME	115.99	50,573.79
PROCESS MONITOR	STRAIGHT OVERTIME	466.80	62,762.61
OPERATOR I	STRAIGHT OVERTIME	20.72	42,626.32
OPERATOR II	STRAIGHT OVERTIME	12.47	42,626.32
PROCESS MONITOR	STRAIGHT OVERTIME	40.41	70,982.52
IM OPERATOR IV	STRAIGHT OVERTIME	102.84	55,750.65
OPERATOR I	STRAIGHT OVERTIME	12.57	37,585.11
FLEET MECHANIC	STRAIGHT OVERTIME	92.93	52,511.71
BP CONTRACT COORDINATOR	STRAIGHT OVERTIME	41.90	66,948.09
ELECTRICIAN	STRAIGHT OVERTIME	264.89	59,140.65
CARPENTER	STRAIGHT OVERTIME	48.15	53,290.31
IM OPERATOR II	STRAIGHT OVERTIME	6.56	45,105.90
OPERATOR II	STRAIGHT OVERTIME	56.39	43,270.12
MECHANIC I	STRAIGHT OVERTIME	9.34	43,705.87
MECHANIC II	STRAIGHT OVERTIME	13.20	43,705.87
		415,150.39	
	Accrual	7,543.11	
		422,693.50	
	General Ledger	422,693.50	

Narragansett Bay Commission  
Non Union OT FY 2012

Title	Type	Gross Earnings	
		Amount	(W/ OT)
ASST. CONTROL SYSTEM ADMINISTRATOR	CALL IN OVERTIME	177.44	67,810.89
MONITORING FIELD SUPERVISOR	CALL IN OVERTIME	156.19	47,847.27
O AND M SUPERVISOR	HOLIDAY STRAIGHT	205.16	61,225.10
SENIOR ORGANIC CHEMIST	HOLIDAY STRAIGHT	233.47	61,796.40
O AND M SUPERVISOR	HOLIDAY STRAIGHT	2,197.84	75,811.72
O AND M SUPERVISOR	HOLIDAY STRAIGHT	526.18	74,094.73
O AND M SUPERVISOR	HOLIDAY STRAIGHT	2,104.48	72,596.62
SENIOR MAINTENANCE SUPERVISOR	HOLIDAY WORKED	627.40	60,723.59
O AND M SUPERVISOR	HOLIDAY WORKED	2,154.18	61,225.10
CIVIL INSPECTOR	HOLIDAY WORKED	346.16	44,006.55
O AND M SUPERVISOR	HOLIDAY WORKED	824.20	75,811.72
MAINTENANCE SUPERVISOR	HOLIDAY WORKED	1,093.54	67,281.81
O AND M SUPERVISOR	HOLIDAY WORKED	2,762.48	74,094.73
O AND M SUPERVISOR	HOLIDAY WORKED	394.59	72,596.62
PRETREATMENT TECHNICIAN	OVERTIME1	157.15	36,528.77
ENVIRONMENTAL COMPLIANCE TECHNICAL ASSISTANT	OVERTIME1	39.06	39,490.30
SENIOR MAINTENANCE SUPERVISOR	OVERTIME1	5,752.70	60,723.59
O AND M TECHNICIAN	OVERTIME1	758.47	47,772.75
SENIOR CONSTRUCTION COORDINATOR	OVERTIME1	3,745.81	77,068.95
IM SUPERVISOR	OVERTIME1	4,873.34	62,266.89
PRETREATMENT TECHNICIAN	OVERTIME1	51.59	35,380.60
O AND M SUPERVISOR	OVERTIME1	4,663.66	61,225.10
ENGINEERING CONSTRUCTION COORDINATOR	OVERTIME1	3.11	41,926.92
ASST. CONTROL SYSTEM ADMINISTRATOR	OVERTIME1	6,037.54	67,810.89
PRETREATMENT TECHNICIAN	OVERTIME1	103.89	36,291.75
PRETREATMENT TECHNICIAN	OVERTIME1	56.22	38,988.25
O AND M COORDINATOR	OVERTIME1	762.71	51,079.05
ENGINEERING CONSTRUCTION COORDINATOR	OVERTIME1	110.31	27,734.78
SENIOR ORGANIC CHEMIST	OVERTIME1	735.95	61,796.40
MECHANICAL INSPECTOR	OVERTIME1	726.04	63,471.73
CIVIL INSPECTOR	OVERTIME1	4,689.79	60,628.40
MONITORING FIELD SUPERVISOR	OVERTIME1	467.73	43,496.27
CAPITAL ACCOUNTING ASSISTANT	OVERTIME1	4.15	18,559.13
CIVIL INSPECTOR	OVERTIME1	2,352.55	44,006.55
O AND M SUPERVISOR	OVERTIME1	1,123.45	75,811.72
ENVIRONMENTAL CHEMIST	OVERTIME1	42.71	56,396.38
MONITORING FIELD SUPERVISOR	OVERTIME1	17.23	40,860.00
MAINTENANCE SUPERVISOR	OVERTIME1	11,799.39	67,281.81
PRETREATMENT TECHNICIAN	OVERTIME1	21.03	36,430.21
ENVIRONMENTAL CHEMIST	OVERTIME1	236.66	53,076.20
O AND M SUPERVISOR	OVERTIME1	2,237.63	74,094.73
SENIOR ENVIRONMENTAL CHEMIST	OVERTIME1	790.07	66,293.17
MONITORING FIELD SUPERVISOR	OVERTIME1	370.95	47,847.27
O AND M SUPERVISOR	OVERTIME1	659.45	72,596.62
ADMINISTRATIVE ASSISTANT	RETRO OVERTIME	110.17	32,595.00
SENIOR MAINTENANCE SUPERVISOR	STRAIGHT OVERTIME	6.54	60,723.59
O AND M SUPERVISOR	STRAIGHT OVERTIME	28.72	61,225.10
SENIOR ORGANIC CHEMIST	STRAIGHT OVERTIME	5.00	61,796.40
ENVIRONMENTAL CHEMIST	STRAIGHT OVERTIME	15.11	53,076.20
O AND M SUPERVISOR	STRAIGHT OVERTIME	131.53	72,596.62
		67,490.72	
	Accrual	-991.46	
		<hr/> 66,499.26	
	General Ledger	66,499.26	

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
IM OPERATOR II	CALL IN OVERTIME	391.20	3,102.82
IM OPERATOR III	CALL IN OVERTIME	1,232.15	43,726.29
MECHANIC II	CALL IN OVERTIME	291.30	54,269.88
IM OPERATOR II	CALL IN OVERTIME	343.80	43,632.31
SR. ELECTRICIAN	CALL IN OVERTIME	586.08	60,252.40
MECHANIC I	CALL IN OVERTIME	426.24	43,976.86
HEAVY EQUIPMENT OPERATOR (IM)	CALL IN OVERTIME	231.96	23,619.93
IM OPERATOR II	CALL IN OVERTIME	762.10	23,619.93
HEAVY EQUIPMENT OPERATOR (BP)	CALL IN OVERTIME	1,093.04	54,346.98
E AND I TECHNICIAN	CALL IN OVERTIME	315.30	44,417.36
MECHANIC II	CALL IN OVERTIME	144.54	55,359.44
MECHANIC I	CALL IN OVERTIME	127.32	44,887.32
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	129.90	42,372.93
ELECTRICAL FOREMAN - BP	CALL IN OVERTIME	1,614.01	79,803.56
IM OPERATOR II	CALL IN OVERTIME	1,069.02	45,377.54
IM OPERATOR III	CALL IN OVERTIME	2,041.68	45,377.54
INVENTORY CONTROL CLERK	CALL IN OVERTIME	505.68	50,253.67
OPERATOR I	CALL IN OVERTIME	107.40	45,102.14
IM OPERATOR IV	CALL IN OVERTIME	421.02	44,013.91
ELECTRICIAN	CALL IN OVERTIME	518.34	54,132.49
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	223.80	41,448.21
OPERATOR II	CALL IN OVERTIME	113.76	44,793.23
MECHANIC II	CALL IN OVERTIME	147.13	56,337.42
OPERATOR I	CALL IN OVERTIME	429.36	41,827.41
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	109.20	38,208.74
IM OPERATOR II	CALL IN OVERTIME	243.36	46,577.40
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	119.52	41,515.72
E AND I TECHNICIAN	CALL IN OVERTIME	141.00	53,902.09
IM MECHANIC	CALL IN OVERTIME	647.39	15,124.27
OPERATOR I	CALL IN OVERTIME	128.88	47,689.17
IM OPERATOR II	CALL IN OVERTIME	644.04	37,436.11
MASTER ELECTRICIAN (FP)	CALL IN OVERTIME	943.80	74,882.17
ELECTRICIAN	CALL IN OVERTIME	2,365.35	73,567.05
IM OPERATOR II	CALL IN OVERTIME	630.99	38,806.95
MECHANIC II	CALL IN OVERTIME	254.04	52,724.64
SENIOR E&I TECHNICIAN	CALL IN OVERTIME	516.60	65,775.62
PROCESS MONITOR	CALL IN OVERTIME	141.78	53,229.42
OPERATOR II	CALL IN OVERTIME	113.76	45,910.39
IM OPERATOR IV	CALL IN OVERTIME	3,017.47	60,429.04
ENVIRONMENTAL MONITOR	CALL IN OVERTIME	259.80	44,155.52
ELECTRICIAN	CALL IN OVERTIME	796.20	62,852.49
IM OPERATOR II	CALL IN OVERTIME	1,914.96	49,961.40
LABORATORY TECHNICIAN	HOLIDAY STRAIGHT	917.70	44,812.78
OPERATOR II	HOLIDAY STRAIGHT	465.60	33,635.17
OPERATOR I	HOLIDAY STRAIGHT	286.40	36,012.69
OPERATOR II	HOLIDAY STRAIGHT	303.36	36,012.69
PROCESS MONITOR	HOLIDAY STRAIGHT	887.68	74,543.04
PROCESS MONITOR	HOLIDAY STRAIGHT	665.76	62,368.30
PROCESS MONITOR	HOLIDAY STRAIGHT	394.24	71,254.49
PROCESS MONITOR	HOLIDAY STRAIGHT	905.60	64,280.56
PROCESS MONITOR	HOLIDAY STRAIGHT	433.28	70,991.14
LABORATORY TECHNICIAN	HOLIDAY STRAIGHT	942.06	46,435.52
OPERATOR I	HOLIDAY STRAIGHT	140.00	16,927.68
PROCESS MONITOR	HOLIDAY STRAIGHT	443.84	61,269.30
PROCESS MONITOR	HOLIDAY STRAIGHT	866.96	64,609.35
OPERATOR I	HOLIDAY STRAIGHT	716.00	45,102.14
OPERATOR II	HOLIDAY STRAIGHT	151.68	44,793.23
OPERATOR I	HOLIDAY STRAIGHT	152.73	47,624.07
OPERATOR I	HOLIDAY STRAIGHT	343.68	49,503.61
OPERATOR I	HOLIDAY STRAIGHT	859.20	47,689.17
OPERATOR I	HOLIDAY STRAIGHT	162.24	46,060.00
PROCESS MONITOR	HOLIDAY STRAIGHT	775.04	59,393.28
PROCESS MONITOR	HOLIDAY STRAIGHT	193.76	53,562.90
OPERATOR II	HOLIDAY STRAIGHT	620.80	43,364.63
OPERATOR II	HOLIDAY STRAIGHT	190.00	53,441.81
PROCESS MONITOR	HOLIDAY STRAIGHT	378.08	53,229.42
OPERATOR II	HOLIDAY STRAIGHT	176.64	57,099.93
OPERATOR II	HOLIDAY STRAIGHT	455.04	45,910.39
PROCESS MONITOR	HOLIDAY STRAIGHT	678.24	79,594.93
PROCESS MONITOR	HOLIDAY STRAIGHT	212.32	59,657.09
OPERATOR I	HOLIDAY STRAIGHT	140.00	40,032.40
LABORATORY TECHNICIAN	HOLIDAY WORKED	884.30	44,812.78
OPERATOR I	HOLIDAY WORKED	859.20	36,012.69
OPERATOR II	HOLIDAY WORKED	227.52	36,012.69
PROCESS MONITOR	HOLIDAY WORKED	2,330.16	74,543.04
IM OPERATOR II	HOLIDAY WORKED	186.23	43,632.31
LABORATORY TECHNICIAN	HOLIDAY WORKED	711.61	44,934.09
SR. ELECTRICIAN	HOLIDAY WORKED	293.04	60,252.40
OPERATOR II	HOLIDAY WORKED	2,457.84	43,060.51
MECHANIC I	HOLIDAY WORKED	213.12	43,976.86
MECHANIC I	HOLIDAY WORKED	213.12	37,087.86
PROCESS MONITOR	HOLIDAY WORKED	2,330.16	62,368.30
OPERATOR II	HOLIDAY WORKED	1,291.95	71,254.49

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
PROCESS MONITOR	HOLIDAY WORKED	887.04	71,254.49
PROCESS MONITOR	HOLIDAY WORKED	1,698.00	64,280.56
OPERATOR II	HOLIDAY WORKED	1,924.44	50,448.04
PROCESS MONITOR	HOLIDAY WORKED	2,563.13	70,991.14
MECHANIC II	HOLIDAY WORKED	289.08	55,359.44
MECHANIC I	HOLIDAY WORKED	228.60	41,727.50
LABORATORY TECHNICIAN	HOLIDAY WORKED	922.57	46,435.52
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	519.60	42,372.93
OPERATOR I	HOLIDAY WORKED	202.45	16,927.68
PROCESS MONITOR	HOLIDAY WORKED	1,664.40	61,269.30
PROCESS MONITOR	HOLIDAY WORKED	1,553.55	64,609.35
OPERATOR II	HOLIDAY WORKED	263.76	45,329.03
INVENTORY CONTROL CLERK	HOLIDAY WORKED	236.09	50,253.67
OPERATOR I	HOLIDAY WORKED	1,436.40	38,286.70
OPERATOR I	HOLIDAY WORKED	1,865.59	44,804.28
OPERATOR I	HOLIDAY WORKED	214.80	45,102.14
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	143.12	44,013.91
ELECTRICIAN	HOLIDAY WORKED	262.20	54,132.49
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	228.60	41,448.21
MECHANIC I	HOLIDAY WORKED	271.56	49,054.09
OPERATOR II	HOLIDAY WORKED	910.08	44,793.23
MECHANIC II	HOLIDAY WORKED	294.27	56,337.42
OPERATOR I	HOLIDAY WORKED	1,502.76	41,827.41
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	218.40	38,208.74
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	239.04	41,515.72
OPERATOR I	HOLIDAY WORKED	1,145.40	47,624.07
E AND I TECHNICIAN	HOLIDAY WORKED	282.00	53,902.09
BIOLOGIST	HOLIDAY WORKED	208.88	53,092.26
OPERATOR I	HOLIDAY WORKED	1,502.76	35,597.84
OPERATOR I	HOLIDAY WORKED	2,319.84	49,503.61
PROCESS MONITOR	HOLIDAY WORKED	3,544.20	69,683.09
OPERATOR I	HOLIDAY WORKED	1,274.40	47,689.17
OPERATOR I	HOLIDAY WORKED	195.60	2,943.75
OPERATOR I	HOLIDAY WORKED	2,190.24	46,060.00
PROCESS MONITOR	HOLIDAY WORKED	1,743.84	59,393.28
MASTER ELECTRICIAN (FP)	HOLIDAY WORKED	377.52	74,882.17
INVENTORY CONTROL CLERK	HOLIDAY WORKED	246.36	52,594.32
LABORATORY TECHNICIAN	HOLIDAY WORKED	683.38	42,795.15
PROCESS MONITOR	HOLIDAY WORKED	1,673.00	53,562.90
MECHANIC I	HOLIDAY WORKED	213.12	41,486.98
OPERATOR II	HOLIDAY WORKED	1,629.60	43,364.63
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	135.60	47,669.66
MECHANIC II	HOLIDAY WORKED	254.04	52,724.64
LABORATORY TECHNICIAN	HOLIDAY WORKED	836.81	53,125.56
SENIOR E&I TECHNICIAN	HOLIDAY WORKED	346.68	65,775.62
MECHANIC II	HOLIDAY WORKED	277.71	51,790.55
OPERATOR II	HOLIDAY WORKED	2,280.00	53,441.81
PROCESS MONITOR	HOLIDAY WORKED	2,552.04	53,229.42
OPERATOR II	HOLIDAY WORKED	1,331.43	57,099.93
PROCESS MONITOR	HOLIDAY WORKED	1,910.88	65,807.03
OPERATOR II	HOLIDAY WORKED	1,820.16	45,910.39
PROCESS MONITOR	HOLIDAY WORKED	2,722.30	79,594.93
IM OPERATOR IV	HOLIDAY WORKED	228.24	60,429.04
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	324.75	44,155.52
PROCESS MONITOR	HOLIDAY WORKED	2,229.36	59,657.09
OPERATOR I	HOLIDAY WORKED	1,890.00	40,032.40
FLEET MECHANIC	HOLIDAY WORKED	285.84	53,366.16
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	327.60	36,560.15
ENVIRONMENTAL MONITOR	HOLIDAY WORKED	519.60	44,363.69
MECHANIC II	HOLIDAY WORKED	243.24	46,081.59
LABORATORY TECHNICIAN	OVERTIME1	2,540.59	44,812.78
OPERATOR II	OVERTIME1	4,917.57	33,635.17
OPERATOR I	OVERTIME1	1,629.73	36,012.69
OPERATOR II	OVERTIME1	365.15	36,012.69
IM OPERATOR II	OVERTIME1	101.96	3,102.82
IM OPERATOR III	OVERTIME1	1,713.79	43,726.29
LABORATORY CLERK	OVERTIME1	554.31	36,621.34
MECHANIC II	OVERTIME1	2,533.69	54,269.88
PROCESS MONITOR	OVERTIME1	12,421.76	74,543.04
ASST. E&I TECHNICIAN	OVERTIME1	1,025.65	24,262.39
IM OPERATOR II	OVERTIME1	2,661.10	43,632.31
SENIOR FISCAL CLERK	OVERTIME1	147.65	45,715.24
LABORATORY TECHNICIAN	OVERTIME1	2,799.12	44,934.09
SR. ELECTRICIAN	OVERTIME1	7,899.28	60,252.40
OPERATOR II	OVERTIME1	1,248.47	43,060.51
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	128.61	41,919.62
MECHANIC I	OVERTIME1	4,118.31	43,976.86
HEAVY EQUIPMENT OPERATOR (IM)	OVERTIME1	272.30	23,619.93
IM OPERATOR II	OVERTIME1	1,028.83	23,619.93
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	4.97	40,654.12
HEAVY EQUIPMENT OPERATOR (BP)	OVERTIME1	5,048.62	54,346.98
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	5.14	35,229.46
MECHANIC I	OVERTIME1	2,618.52	37,087.86

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
PROCESS MONITOR	OVERTIME1	1,335.16	62,368.30
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	11.48	41,353.18
OPERATOR II	OVERTIME1	2,265.43	71,254.49
PROCESS MONITOR	OVERTIME1	13,574.64	71,254.49
E AND I TECHNICIAN	OVERTIME1	1,795.75	44,417.36
PROCESS MONITOR	OVERTIME1	2,541.51	64,280.56
OPERATOR II	OVERTIME1	605.20	50,448.04
PROCESS MONITOR	OVERTIME1	10,799.38	70,991.14
MECHANIC II	OVERTIME1	2,014.35	55,359.44
MECHANIC I	OVERTIME1	399.93	44,887.32
MECHANIC I	OVERTIME1	1,383.65	41,727.50
LABORATORY TECHNICIAN	OVERTIME1	2,761.91	46,435.52
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	54.25	41,298.02
ENVIRONMENTAL MONITOR	OVERTIME1	1,642.27	42,372.93
ELECTRICAL FOREMAN - BP	OVERTIME1	6,754.01	79,803.56
OPERATOR I	OVERTIME1	969.30	16,927.68
PROCESS MONITOR	OVERTIME1	1,295.64	61,269.30
PROCESS MONITOR	OVERTIME1	7,277.13	64,609.35
OPERATOR I	OVERTIME1	770.56	45,329.03
OPERATOR II	OVERTIME1	578.05	45,329.03
IM OPERATOR II	OVERTIME1	742.00	45,377.54
IM OPERATOR III	OVERTIME1	2,193.59	45,377.54
IM CLERK	OVERTIME1	7.95	41,592.73
INVENTORY CONTROL CLERK	OVERTIME1	5,192.64	50,253.67
IM CLERK	OVERTIME1	13.91	41,592.73
OPERATOR I	OVERTIME1	1,094.68	38,286.70
OPERATOR I	OVERTIME1	4,902.16	44,804.28
OPERATOR I	OVERTIME1	6,166.62	45,102.14
ENVIRONMENTAL MONITOR	OVERTIME1	318.23	44,013.91
IM OPERATOR IV	OVERTIME1	659.19	44,013.91
ELECTRICIAN	OVERTIME1	5,172.92	54,132.49
ENVIRONMENTAL MONITOR	OVERTIME1	5,695.96	41,448.21
EMDA CLERK	OVERTIME1	3.12	38,240.44
MECHANIC I	OVERTIME1	1,363.12	49,054.09
OPERATOR II	OVERTIME1	4,701.63	44,793.23
MECHANIC II	OVERTIME1	4,391.64	56,337.42
OPERATOR I	OVERTIME1	2,425.93	41,827.41
MECHANIC I	OVERTIME1	448.39	42,395.70
ENVIRONMENTAL MONITOR	OVERTIME1	3,033.76	38,208.74
OPERATOR I	OVERTIME1	554.74	38,208.74
IM OPERATOR II	OVERTIME1	4,101.99	46,577.40
ENVIRONMENTAL MONITOR	OVERTIME1	4,426.71	41,515.72
ENVIRONMENTAL MONITOR	OVERTIME1	13.32	20,332.18
OPERATOR I	OVERTIME1	6,685.03	47,624.07
E AND I TECHNICIAN	OVERTIME1	4,338.43	53,902.09
IM MECHANIC	OVERTIME1	439.16	15,124.27
CUST. SERVICE REP.-FISCAL CLERK	OVERTIME1	27.03	42,005.44
BIOLOGIST	OVERTIME1	76.70	53,092.26
OPERATOR I	OVERTIME1	279.32	35,597.84
CHEMIST	OVERTIME1	289.13	44,111.64
MECHANIC II	OVERTIME1	1,380.13	50,771.91
CHEMIST	OVERTIME1	393.86	53,432.79
OPERATOR I	OVERTIME1	1,933.17	49,503.61
INVENTORY CONTROL CLERK	OVERTIME1	405.39	42,222.16
PROCESS MONITOR	OVERTIME1	9,237.94	69,683.09
OPERATOR I	OVERTIME1	1,508.92	47,689.17
OPERATOR I	OVERTIME1	42.60	2,943.75
OPERATOR I	OVERTIME1	1,382.90	46,060.00
IM OPERATOR II	OVERTIME1	1,410.69	37,436.11
PROCESS MONITOR	OVERTIME1	6,051.72	59,393.28
MASTER ELECTRICIAN (FP)	OVERTIME1	7,323.73	74,882.17
INVENTORY CONTROL CLERK	OVERTIME1	6,904.66	52,594.32
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	8.12	39,871.65
LABORATORY TECHNICIAN	OVERTIME1	2,229.22	42,795.15
PROCESS MONITOR	OVERTIME1	1,244.12	53,562.90
SCADA SYSTEM OPERATOR	OVERTIME1	1,107.05	49,549.21
MECHANIC I	OVERTIME1	78.49	14,232.33
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	15.28	34,357.97
CUSTOMER SERVICE REPRESENTATIVE	OVERTIME1	4.00	37,383.54
ELECTRICIAN	OVERTIME1	8,307.98	73,567.05
PROCESS MONITOR	OVERTIME1	7,458.70	61,423.69
MECHANIC I	OVERTIME1	3,652.07	41,486.98
OPERATOR II	OVERTIME1	627.88	43,364.63
ASST. E&I TECHNICIAN	OVERTIME1	1,788.58	47,669.66
ENVIRONMENTAL MONITOR	OVERTIME1	2,836.68	47,669.66
IM OPERATOR II	OVERTIME1	476.61	38,806.95
OPERATOR I	OVERTIME1	3,029.68	45,806.97
FISCAL CLERK - CUSTOMER SERVICE	OVERTIME1	77.73	38,179.08
MECHANIC II	OVERTIME1	7,808.99	52,724.64
LABORATORY TECHNICIAN	OVERTIME1	3,573.80	53,125.56
SENIOR E&I TECHNICIAN	OVERTIME1	4,461.52	65,775.62
MECHANIC II	OVERTIME1	2,789.83	51,790.55
OPERATOR II	OVERTIME1	1,031.07	53,441.81



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Title	Type	Gross Earnings	
		Amount	(W/ OT)
MAINTENANCE SCHEDULER/PLANNER (BP)	OVERTIME1	1,700.64	58,675.47
PROCESS MONITOR	OVERTIME1	985.33	53,229.42
UTILITY CREW FOREMAN	OVERTIME1	7,185.07	74,080.81
OPERATOR II	OVERTIME1	8,370.08	57,099.93
OPERATIONS FOREMAN (BP)	OVERTIME1	2,393.46	65,807.03
PROCESS MONITOR	OVERTIME1	4,498.68	65,807.03
OPERATOR II	OVERTIME1	1,436.37	45,910.39
PROCESS MONITOR	OVERTIME1	16,406.45	79,594.93
IM OPERATOR IV	OVERTIME1	3,647.76	60,429.04
ENVIRONMENTAL MONITOR	OVERTIME1	3,672.15	44,155.52
PROCESS MONITOR	OVERTIME1	1,547.20	59,657.09
OPERATOR I	OVERTIME1	1,393.17	40,032.40
FLEET MECHANIC	OVERTIME1	750.21	53,366.16
ENVIRONMENTAL MONITOR	OVERTIME1	2,830.48	36,560.15
BP CONTRACT COORDINATOR	OVERTIME1	500.67	71,042.42
ELECTRICIAN	OVERTIME1	6,958.19	62,852.49
CARPENTER	OVERTIME1	850.99	58,897.98
IM OPERATOR II	OVERTIME1	5,133.74	49,961.40
OPERATOR II	OVERTIME1	1,186.60	27,056.32
ENVIRONMENTAL MONITOR	OVERTIME1	3,383.44	44,363.69
MECHANIC II	OVERTIME1	3,358.72	46,081.59
LABORATORY TECHNICIAN	RETRO OVERTIME	167.30	44,812.78
OPERATOR II	RETRO OVERTIME	500.00	36,012.69
IM OPERATOR III	RETRO OVERTIME	143.52	43,726.29
LABORATORY CLERK	RETRO OVERTIME	28.58	36,621.34
CUSTOMER SERVICE REPRESENTATIVE	RETRO OVERTIME	102.88	41,919.62
HEAVY EQUIPMENT OPERATOR (IM)	RETRO OVERTIME	21.18	23,619.93
CUSTOMER SERVICE REPRESENTATIVE	RETRO OVERTIME	100.00	35,229.46
CUSTOMER SERVICE REPRESENTATIVE	RETRO OVERTIME	100.00	41,353.18
PROCESS MONITOR	RETRO OVERTIME	500.00	71,254.49
PROCESS MONITOR	RETRO OVERTIME	113.20	64,280.56
PROCESS MONITOR	RETRO OVERTIME	123.91	70,991.14
MECHANIC I	RETRO OVERTIME	1.76	41,727.50
LABORATORY TECHNICIAN	RETRO OVERTIME	669.76	46,435.52
PROCESS MONITOR	RETRO OVERTIME	-110.96	61,269.30
IM OPERATOR II	RETRO OVERTIME	500.00	45,377.54
OPERATOR I	RETRO OVERTIME	143.20	45,102.14
PROCESS MONITOR	RETRO OVERTIME	115.80	69,683.09
IM OPERATOR II	RETRO OVERTIME	131.76	37,436.11
PROCESS MONITOR	RETRO OVERTIME	94.05	59,393.28
ELECTRICIAN	RETRO OVERTIME	500.00	73,567.05
MECHANIC I	RETRO OVERTIME	500.00	41,486.98
OPERATOR II	RETRO OVERTIME	77.60	43,364.63
LABORATORY TECHNICIAN	RETRO OVERTIME	149.76	53,125.56
OPERATOR II	RETRO OVERTIME	131.08	57,099.93
PROCESS MONITOR	RETRO OVERTIME	500.00	65,807.03
PROCESS MONITOR	RETRO OVERTIME	113.04	79,594.93
ELECTRICIAN	RETRO OVERTIME	59.72	62,852.49
IM OPERATOR II	RETRO OVERTIME	500.00	49,961.40
LABORATORY TECHNICIAN	STRAIGHT OVERTIME	76.48	44,812.78
OPERATOR II	STRAIGHT OVERTIME	548.56	33,635.17
OPERATOR II	STRAIGHT OVERTIME	3.03	36,012.69
IM OPERATOR III	STRAIGHT OVERTIME	147.90	43,726.29
LABORATORY CLERK	STRAIGHT OVERTIME	287.53	36,621.34
MECHANIC II	STRAIGHT OVERTIME	233.08	54,269.88
PROCESS MONITOR	STRAIGHT OVERTIME	41.08	74,543.04
ASST. E&I TECHNICIAN	STRAIGHT OVERTIME	92.46	24,262.39
IM OPERATOR II	STRAIGHT OVERTIME	167.50	43,632.31
SENIOR FISCAL CLERK	STRAIGHT OVERTIME	123.20	45,715.24
LABORATORY TECHNICIAN	STRAIGHT OVERTIME	134.71	44,934.09
SR. ELECTRICIAN	STRAIGHT OVERTIME	242.74	60,252.40
OPERATOR II	STRAIGHT OVERTIME	149.33	43,060.51
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	3.38	41,919.62
MECHANIC I	STRAIGHT OVERTIME	150.96	43,976.86
PRETREATMENT CLERK	STRAIGHT OVERTIME	138.00	40,868.52
HEAVY EQUIPMENT OPERATOR (IM)	STRAIGHT OVERTIME	30.73	23,619.93
IM OPERATOR II	STRAIGHT OVERTIME	0.82	23,619.93
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	76.84	40,654.12
HEAVY EQUIPMENT OPERATOR (BP)	STRAIGHT OVERTIME	499.38	54,346.98
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	33.72	35,229.46
MECHANIC I	STRAIGHT OVERTIME	158.24	37,087.86
PROCESS MONITOR	STRAIGHT OVERTIME	157.56	62,368.30
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	120.46	41,353.18
OPERATOR II	STRAIGHT OVERTIME	240.53	71,254.49
PROCESS MONITOR	STRAIGHT OVERTIME	10.35	71,254.49
E AND I TECHNICIAN	STRAIGHT OVERTIME	213.44	44,417.36
OPERATOR II	STRAIGHT OVERTIME	126.47	50,448.04
PROCESS MONITOR	STRAIGHT OVERTIME	9.21	70,991.14
MECHANIC II	STRAIGHT OVERTIME	202.84	55,359.44
MECHANIC I	STRAIGHT OVERTIME	286.86	44,887.32
MECHANIC I	STRAIGHT OVERTIME	166.88	41,727.50
LABORATORY TECHNICIAN	STRAIGHT OVERTIME	160.42	46,435.52
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	147.69	41,298.02

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
ENVIRONMENTAL MONITOR	STRAIGHT OVERTIME	162.38	42,372.93
ELECTRICAL FOREMAN - BP	STRAIGHT OVERTIME	305.02	79,803.56
OPERATOR I	STRAIGHT OVERTIME	1.40	16,927.68
PROCESS MONITOR	STRAIGHT OVERTIME	200.28	61,269.30
PROCESS MONITOR	STRAIGHT OVERTIME	75.58	64,609.35
OPERATOR I	STRAIGHT OVERTIME	170.55	45,329.03
OPERATOR II	STRAIGHT OVERTIME	25.01	45,329.03
IM OPERATOR III	STRAIGHT OVERTIME	193.84	45,377.54
INVENTORY CONTROL CLERK	STRAIGHT OVERTIME	225.86	50,253.67
IM CLERK	STRAIGHT OVERTIME	162.95	41,592.73
OPERATOR I	STRAIGHT OVERTIME	46.00	38,286.70
OPERATOR I	STRAIGHT OVERTIME	455.97	44,804.28
OPERATOR I	STRAIGHT OVERTIME	205.53	45,102.14
IM OPERATOR IV	STRAIGHT OVERTIME	143.13	44,013.91
ELECTRICIAN	STRAIGHT OVERTIME	271.77	54,132.49
ENVIRONMENTAL MONITOR	STRAIGHT OVERTIME	123.83	41,448.21
EMDA CLERK	STRAIGHT OVERTIME	75.43	38,240.44
PRETREATMENT CLERK	STRAIGHT OVERTIME	143.52	40,988.92
FISCAL CLERK - ACCOUNTING	STRAIGHT OVERTIME	106.43	39,228.55
MECHANIC I	STRAIGHT OVERTIME	201.64	49,054.09
OPERATOR II	STRAIGHT OVERTIME	159.10	44,793.23
MECHANIC II	STRAIGHT OVERTIME	245.97	56,337.42
OPERATOR I	STRAIGHT OVERTIME	147.59	41,827.41
MECHANIC I	STRAIGHT OVERTIME	238.42	42,395.70
ENVIRONMENTAL MONITOR	STRAIGHT OVERTIME	145.60	38,208.74
OPERATOR I	STRAIGHT OVERTIME	2.93	38,208.74
IM OPERATOR II	STRAIGHT OVERTIME	17.04	46,577.40
ENVIRONMENTAL MONITOR	STRAIGHT OVERTIME	69.72	41,515.72
FISCAL CLERK - PURCHASING	STRAIGHT OVERTIME	127.49	46,395.17
OPERATOR I	STRAIGHT OVERTIME	173.40	47,624.07
E AND I TECHNICIAN	STRAIGHT OVERTIME	209.23	53,902.09
IM MECHANIC	STRAIGHT OVERTIME	73.05	15,124.27
FIELD INVESTIGATOR	STRAIGHT OVERTIME	95.38	34,679.44
BIOLOGIST	STRAIGHT OVERTIME	82.63	53,092.26
OPERATOR I	STRAIGHT OVERTIME	227.52	35,597.84
CHEMIST	STRAIGHT OVERTIME	88.50	44,111.64
MECHANIC II	STRAIGHT OVERTIME	280.67	50,771.91
CHEMIST	STRAIGHT OVERTIME	99.96	53,432.79
PRETREATMENT CLERK	STRAIGHT OVERTIME	91.19	40,675.99
OPERATOR I	STRAIGHT OVERTIME	86.56	49,503.61
INVENTORY CONTROL CLERK	STRAIGHT OVERTIME	228.15	42,222.16
PROCESS MONITOR	STRAIGHT OVERTIME	501.82	69,683.09
OPERATOR I	STRAIGHT OVERTIME	40.77	47,689.17
FIELD INVESTIGATOR	STRAIGHT OVERTIME	95.03	32,469.03
OPERATOR I	STRAIGHT OVERTIME	185.73	46,060.00
IM OPERATOR II	STRAIGHT OVERTIME	267.42	37,436.11
PROCESS MONITOR	STRAIGHT OVERTIME	22.52	59,393.28
MASTER ELECTRICIAN (FP)	STRAIGHT OVERTIME	259.55	74,882.17
INVENTORY CONTROL CLERK	STRAIGHT OVERTIME	351.26	52,594.32
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	119.29	39,871.65
LABORATORY TECHNICIAN	STRAIGHT OVERTIME	60.31	42,795.15
PROCESS MONITOR	STRAIGHT OVERTIME	195.13	53,562.90
MECHANIC I	STRAIGHT OVERTIME	144.32	14,232.33
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	59.15	34,357.97
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	88.97	37,383.54
EMDA DATA ASSISTANT	STRAIGHT OVERTIME	114.53	44,031.97
ELECTRICIAN	STRAIGHT OVERTIME	327.38	73,567.05
PROCESS MONITOR	STRAIGHT OVERTIME	595.77	61,423.69
MECHANIC I	STRAIGHT OVERTIME	152.56	41,486.98
OPERATOR II	STRAIGHT OVERTIME	22.50	43,364.63
ASST. E&I TECHNICIAN	STRAIGHT OVERTIME	5.65	47,669.66
IM OPERATOR II	STRAIGHT OVERTIME	147.95	38,806.95
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	140.14	41,750.30
OPERATOR I	STRAIGHT OVERTIME	397.49	45,806.97
FISCAL CLERK - CUSTOMER SERVICE	STRAIGHT OVERTIME	34.09	38,179.08
MECHANIC II	STRAIGHT OVERTIME	169.36	52,724.64
LABORATORY TECHNICIAN	STRAIGHT OVERTIME	198.79	53,125.56
SENIOR E&I TECHNICIAN	STRAIGHT OVERTIME	260.29	65,775.62
MECHANIC II	STRAIGHT OVERTIME	233.75	51,790.55
CUSTOMER SERVICE REPRESENTATIVE	STRAIGHT OVERTIME	144.26	41,662.41
OPERATOR II	STRAIGHT OVERTIME	100.94	53,441.81
MAINTENANCE SCHEDULER/PLANNER (BP)	STRAIGHT OVERTIME	279.03	58,675.47
PROCESS MONITOR	STRAIGHT OVERTIME	127.27	53,229.42
FISCAL CLERK - ACCOUNTING	STRAIGHT OVERTIME	74.41	44,656.10
UTILITY CREW FOREMAN	STRAIGHT OVERTIME	539.92	74,080.81
OPERATOR II	STRAIGHT OVERTIME	329.87	57,099.93
OPERATIONS FOREMAN (BP)	STRAIGHT OVERTIME	27.29	65,807.03
PROCESS MONITOR	STRAIGHT OVERTIME	242.85	65,807.03
OPERATOR II	STRAIGHT OVERTIME	101.25	45,910.39
PROCESS MONITOR	STRAIGHT OVERTIME	580.18	79,594.93
IM OPERATOR IV	STRAIGHT OVERTIME	331.76	60,429.04
ENVIRONMENTAL MONITOR	STRAIGHT OVERTIME	162.38	44,155.52
PROCESS MONITOR	STRAIGHT OVERTIME	212.32	59,657.09

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Title	Type	Gross Earnings	
		Amount	(W/ OT)
OPERATOR I	STRAIGHT OVERTIME	203.35	40,032.40
FLEET MECHANIC	STRAIGHT OVERTIME	172.17	53,366.16
ENVIRONMENTAL MONITOR	STRAIGHT OVERTIME	141.05	36,560.15
BP CONTRACT COORDINATOR	STRAIGHT OVERTIME	264.96	71,042.42
ELECTRICIAN	STRAIGHT OVERTIME	272.09	62,852.49
CARPENTER	STRAIGHT OVERTIME	195.36	58,897.98
IM OPERATOR II	STRAIGHT OVERTIME	162.24	49,961.40
OPERATOR II	STRAIGHT OVERTIME	509.97	27,056.32
ENVIRONMENTAL MONITOR	STRAIGHT OVERTIME	75.78	44,363.69
MECHANIC II	STRAIGHT OVERTIME	211.81	46,081.59
		493,542.40	
OT charged to 10901C		(12,264.94)	
Accrual		<u>(41,851.80)</u>	
		439,425.66	
General Ledger		439,425.66	

Narragansett Bay Commission  
Non Union OT FY13

Title	Type	Gross Earnings	
		Amount	(W/ OT)
IM SUPERVISOR	CALL IN OVERTIME	171.23	66,844.19
ASST. CONTROL SYSTEM ADMINISTRATOR	CALL IN OVERTIME	537.20	66,708.49
MONITORING FIELD SUPERVISOR	CALL IN OVERTIME	324.10	51,639.58
O AND M SUPERVISOR	HOLIDAY STRAIGHT	433.92	69,114.65
O AND M SUPERVISOR	HOLIDAY STRAIGHT	2,538.18	81,369.88
O AND M SUPERVISOR	HOLIDAY STRAIGHT	270.70	75,257.47
O AND M SUPERVISOR	HOLIDAY STRAIGHT	2,432.70	75,101.78
SENIOR MAINTENANCE SUPERVISOR	HOLIDAY WORKED	329.66	62,216.14
O AND M SUPERVISOR	HOLIDAY WORKED	2,115.36	69,114.65
RESIDENT REPRESENTATIVE	HOLIDAY WORKED	1,151.75	70,064.40
MONITORING FIELD SUPERVISOR	HOLIDAY WORKED	155.80	46,703.38
RESIDENT REPRESENTATIVE	HOLIDAY WORKED	424.42	63,541.61
O AND M SUPERVISOR	HOLIDAY WORKED	802.17	81,369.88
MAINTENANCE SUPERVISOR	HOLIDAY WORKED	806.49	64,162.60
O AND M SUPERVISOR	HOLIDAY WORKED	3,654.36	75,257.47
O AND M SUPERVISOR	HOLIDAY WORKED	405.45	75,101.78
PRETREATMENT TECHNICIAN	OVERTIME1	16.99	37,824.18
CAPITAL ACCOUNTING ASSISTANT	OVERTIME1	17.14	11,684.15
SENIOR MAINTENANCE SUPERVISOR	OVERTIME1	4,155.33	62,216.14
O AND M TECHNICIAN	OVERTIME1	125.01	49,004.07
TECHNICAL ASSISTANT	OVERTIME1	87.24	41,676.25
ENVIRONMENTAL COMPLIANCE TECHNICAL ASSISTANT	OVERTIME1	188.76	27,404.22
SENIOR CONSTRUCTION COORDINATOR	OVERTIME1	11,285.13	85,730.87
IM SUPERVISOR	OVERTIME1	6,329.58	66,844.19
PRETREATMENT TECHNICIAN	OVERTIME1	22.52	36,753.43
O AND M SUPERVISOR	OVERTIME1	8,885.44	69,114.65
ASST. CONTROL SYSTEM ADMINISTRATOR	OVERTIME1	2,204.61	66,708.49
PRETREATMENT TECHNICIAN	OVERTIME1	24.39	41,024.57
RESIDENT REPRESENTATIVE	OVERTIME1	603.12	62,709.72
CONSTRUCTION OFFICE COORDINATOR	OVERTIME1	93.53	45,684.96
O AND M COORDINATOR	OVERTIME1	31.50	52,355.92
ADMINISTRATIVE ASSISTANT	OVERTIME1	129.22	39,402.41
SENIOR ORGANIC CHEMIST	OVERTIME1	912.58	64,418.30
ADMINISTRATIVE ASSISTANT	OVERTIME1	28.19	13,721.11
MECHANICAL INSPECTOR	OVERTIME1	1,046.34	66,464.28
RESIDENT REPRESENTATIVE	OVERTIME1	6,681.22	70,064.40
MONITORING FIELD SUPERVISOR	OVERTIME1	1,737.33	46,703.38
CAPITAL ACCOUNTING ASSISTANT	OVERTIME1	8.42	34,357.97
CAPITAL ACCOUNTING ASSISTANT	OVERTIME1	4.89	42,339.45
RESIDENT REPRESENTATIVE	OVERTIME1	536.12	63,541.61
O AND M SUPERVISOR	OVERTIME1	3,606.31	81,369.88
ENVIRONMENTAL CHEMIST	OVERTIME1	281.88	58,324.29
MAINTENANCE SUPERVISOR	OVERTIME1	6,754.63	64,162.60
PRETREATMENT TECHNICIAN	OVERTIME1	18.66	38,239.30
ENVIRONMENTAL CHEMIST	OVERTIME1	370.04	55,270.12
O AND M SUPERVISOR	OVERTIME1	659.80	75,257.47
SENIOR ENVIRONMENTAL CHEMIST	OVERTIME1	1,225.50	68,521.48
MONITORING FIELD SUPERVISOR	OVERTIME1	1,500.19	51,639.58
O AND M SUPERVISOR	OVERTIME1	885.89	75,101.78
ENGINEERING CONSTRUCTION COORDINATOR	RETRO OVERTIME	96.23	48,217.47
CHIEF ENVIRONMENTAL ENGINEER	STRAIGHT OVERTIME	292.30	91,157.35
HUMAN RESOURCES MANAGER	STRAIGHT OVERTIME	263.05	80,573.51
SENIOR FINANCIAL ANALYST	STRAIGHT OVERTIME	96.58	65,607.34
PRETREATMENT TECHNICIAN	STRAIGHT OVERTIME	146.83	37,824.18
RESIDENT REPRESENTATIVE	STRAIGHT OVERTIME	238.28	62,243.76
SAFETY COMPLIANCE COORDINATOR	STRAIGHT OVERTIME	148.92	41,806.48
SENIOR MAINTENANCE SUPERVISOR	STRAIGHT OVERTIME	219.78	62,216.14
PAYROLL ADMINISTRATOR	STRAIGHT OVERTIME	69.00	43,481.29
ENGINEERING MANAGER	STRAIGHT OVERTIME	404.44	124,995.27
LABOR AND EMPLOYEE RELATIONS MANAGER	STRAIGHT OVERTIME	141.80	85,085.29
O AND M TECHNICIAN	STRAIGHT OVERTIME	186.44	49,004.07
ENVIRONMENTAL ENGINEER	STRAIGHT OVERTIME	242.33	55,720.81
CUSTOMER SERVICE ANALYST	STRAIGHT OVERTIME	80.35	45,444.10
CUSTOMER SERVICE MANAGER	STRAIGHT OVERTIME	266.30	89,386.92
PURCHASING MANAGER	STRAIGHT OVERTIME	152.02	86,495.07
TECHNICAL ASSISTANT	STRAIGHT OVERTIME	82.48	41,676.25
SENIOR CONSTRUCTION COORDINATOR	STRAIGHT OVERTIME	84.12	64,039.19
IM INSPECTOR	STRAIGHT OVERTIME	121.13	41,778.03
BUDGET ANALYST	STRAIGHT OVERTIME	114.53	47,240.73
ENVIRONMENTAL SCIENTIST	STRAIGHT OVERTIME	95.74	40,490.32
SENIOR PRETREATMENT TECHNICIAN	STRAIGHT OVERTIME	126.18	52,808.00
PRINCIPAL ENVIRONMENTAL ENGINEER	STRAIGHT OVERTIME	199.47	72,081.54
ENVIRONMENTAL COMPLIANCE TECHNICAL ASSISTANT	STRAIGHT OVERTIME	87.52	27,404.22
PRETREATMENT ENGINEER	STRAIGHT OVERTIME	134.66	49,167.75
SENIOR CONSTRUCTION COORDINATOR	STRAIGHT OVERTIME	265.58	85,730.87
ASST. PRETREATMENT MANAGER	STRAIGHT OVERTIME	118.65	67,080.83

Narragansett Bay Commission  
Non Union OT FY13

Title	Type	Gross Earnings	
		Amount	(W/ OT)
EXECUTIVE PARALEGAL	STRAIGHT OVERTIME	107.84	41,164.65
ASST. OPERATIONS MANAGER	STRAIGHT OVERTIME	412.57	90,627.08
IM SUPERVISOR	STRAIGHT OVERTIME	463.75	66,844.19
PRETREATMENT TECHNICIAN	STRAIGHT OVERTIME	142.71	36,753.43
O AND M SUPERVISOR	STRAIGHT OVERTIME	108.48	69,114.65
SYSTEMS DESIGN PROGRAMMER	STRAIGHT OVERTIME	112.71	63,474.69
SENIOR RESIDENT REPRESENTATIVE	STRAIGHT OVERTIME	163.42	90,343.75
ASST. CONTROL SYSTEM ADMINISTRATOR	STRAIGHT OVERTIME	228.82	66,708.49
CONTROLLER	STRAIGHT OVERTIME	302.25	103,400.37
LEGAL COUNSEL	STRAIGHT OVERTIME	197.15	61,636.74
SR. SYSTEMS PROGRAMMER/SYSTEMS ADMINISTRATOR	STRAIGHT OVERTIME	106.26	63,593.46
CHIEF LEGAL COUNSEL	STRAIGHT OVERTIME	205.73	86,006.35
CUSTOMER SERVICE ANALYST	STRAIGHT OVERTIME	79.44	43,468.11
PRETREATMENT TECHNICIAN	STRAIGHT OVERTIME	72.39	41,024.57
RESIDENT REPRESENTATIVE	STRAIGHT OVERTIME	151.60	62,709.72
PUBLIC AFFAIRS SPECIALIST	STRAIGHT OVERTIME	115.02	25,980.85
STAFF ACCOUNTANT	STRAIGHT OVERTIME	82.11	43,171.67
ASST. LABORATORY MANAGER	STRAIGHT OVERTIME	212.05	62,348.08
INSTRUMENTATION ENGINEER	STRAIGHT OVERTIME	174.73	57,715.18
APPLICATIONS SYSTEM SUPERVISOR	STRAIGHT OVERTIME	293.71	84,556.45
OPERATIONS MANAGER FP	STRAIGHT OVERTIME	552.55	106,913.62
O AND M COORDINATOR	STRAIGHT OVERTIME	197.66	52,355.92
IM MANAGER	STRAIGHT OVERTIME	432.29	86,615.99
ENGINEERING CONSTRUCTION COORDINATOR	STRAIGHT OVERTIME	147.19	48,217.47
LAB SAMPLE COMPLIANCE COORDINATOR	STRAIGHT OVERTIME	178.94	52,224.68
PRETREATMENT ENGINEER	STRAIGHT OVERTIME	87.11	49,385.07
ASST. ENVIRONMENTAL MONITORING MANAGER	STRAIGHT OVERTIME	280.80	71,051.13
PRINCIPAL ENVIRONMENTAL ENGINEER	STRAIGHT OVERTIME	88.50	64,397.17
ADMINISTRATIVE ASSISTANT	STRAIGHT OVERTIME	124.05	39,402.41
PERMITS COORDINATOR	STRAIGHT OVERTIME	181.20	54,991.63
O AND M SUPPORT SUPERVISOR	STRAIGHT OVERTIME	384.67	69,055.81
SENIOR ORGANIC CHEMIST	STRAIGHT OVERTIME	250.10	64,418.30
CONTROL SYSTEMS ASSOCIATE	STRAIGHT OVERTIME	149.79	41,569.22
GOVERNMENT AFFAIRS MANAGER	STRAIGHT OVERTIME	248.37	87,013.26
HUMAN RESOURCES REP./BENEFITS COORDINATOR	STRAIGHT OVERTIME	96.88	46,261.61
ASSOCIATE LEGAL COUNSEL	STRAIGHT OVERTIME	135.26	25,954.56
ENVIRONMENTAL SAFETY & TECHNICAL ASSISTANT MANAGER	STRAIGHT OVERTIME	286.26	87,961.38
MECHANICAL INSPECTOR	STRAIGHT OVERTIME	233.25	66,464.28
RESIDENT REPRESENTATIVE	STRAIGHT OVERTIME	227.26	70,064.40
SENIOR DATA BASE ADMINISTRATOR	STRAIGHT OVERTIME	241.64	80,518.62
ENVIRONMENTAL EDUCATION COORDINATOR	STRAIGHT OVERTIME	161.66	49,175.69
ENVIRONMENTAL MONITORING MANAGER	STRAIGHT OVERTIME	166.99	88,512.57
CUSTOMER SERVICE STATISTICAL ANALYST	STRAIGHT OVERTIME	93.39	52,901.34
EXECUTIVE ASSISTANT	STRAIGHT OVERTIME	155.30	55,136.88
COLLECTIONS SUPERVISOR	STRAIGHT OVERTIME	135.74	47,602.55
MONITORING FIELD SUPERVISOR	STRAIGHT OVERTIME	85.54	46,703.38
ASST. IM MANAGER	STRAIGHT OVERTIME	236.67	60,750.74
ENVIRONMENTAL SCIENTIST	STRAIGHT OVERTIME	96.33	50,438.33
FINANCIAL ANALYST	STRAIGHT OVERTIME	84.15	32,630.37
LABORATORY MANAGER	STRAIGHT OVERTIME	216.52	81,378.50
CAPITAL PRINCIPAL ACCOUNTANT	STRAIGHT OVERTIME	61.85	71,337.82
PURCHASING COORDINATOR	STRAIGHT OVERTIME	172.92	59,012.58
STAFF ACCOUNTANT	STRAIGHT OVERTIME	117.89	42,339.45
NETWORK AND COMMUNICATIONS ADMINISTRATOR	STRAIGHT OVERTIME	149.41	84,322.56
OFFICE ADMINISTRATOR	STRAIGHT OVERTIME	104.47	40,183.15
ENVIRONMENTAL SCIENTIST	STRAIGHT OVERTIME	96.04	57,441.80
ENVIRONMENTAL ENGINEER	STRAIGHT OVERTIME	53.91	46,330.76
RESIDENT REPRESENTATIVE	STRAIGHT OVERTIME	230.83	63,541.61
O AND M SUPERVISOR	STRAIGHT OVERTIME	105.76	81,369.88
PUBLIC AFFAIRS MANAGER	STRAIGHT OVERTIME	260.27	81,183.70
COMPUTER TRAINING APPLICATIONS SPECIALIST	STRAIGHT OVERTIME	135.40	50,893.83
ENVIRONMENTAL CHEMIST	STRAIGHT OVERTIME	18.44	58,324.29
CONTROL SYSTEMS ADMINISTRATOR	STRAIGHT OVERTIME	275.04	90,343.65
PRINCIPAL ACCOUNTANT	STRAIGHT OVERTIME	195.53	66,951.17
SENIOR HUMAN RESOURCES REPRESENTATIVE	STRAIGHT OVERTIME	110.96	66,189.77
IT MANAGER	STRAIGHT OVERTIME	466.93	106,783.60
SENIOR DATA BASE ADMINISTRATOR	STRAIGHT OVERTIME	255.01	87,537.11
MONITORING FIELD SUPERVISOR	STRAIGHT OVERTIME	85.33	42,996.45
MAINTENANCE SUPERVISOR	STRAIGHT OVERTIME	215.08	64,162.60
PRETREATMENT TECHNICIAN	STRAIGHT OVERTIME	142.62	38,239.30
ENVIRONMENTAL CHEMIST	STRAIGHT OVERTIME	216.36	55,270.12
CONSTRUCTION MANAGER	STRAIGHT OVERTIME	457.99	117,916.21
EXECUTIVE PARALEGAL II	STRAIGHT OVERTIME	101.04	50,927.04
MONITORING FIELD SUPERVISOR	STRAIGHT OVERTIME	202.57	51,639.58
ENGINEERING AND OPERATIONS FISCAL ADMINISTRATOR	STRAIGHT OVERTIME	194.25	58,589.94
POLLUTION PREVENTION ENGINEER	STRAIGHT OVERTIME	144.02	68,024.56



Narragansett Bay Commission  
Non Union OT FY13

Title	Type	Gross Earnings	
		Amount	(W/ OT)
CUSTOMER RESEARCH SUPERVISOR	STRAIGHT OVERTIME	184.86	66,459.72
PERMITS AND PLANNING MANAGER	STRAIGHT OVERTIME	261.03	77,997.45
SENIOR SYSTEMS ADMINISTRATOR	STRAIGHT OVERTIME	125.45	73,403.85
		96,315.76	
	Adjustment	(445.45)	
	Adjustment	<u>(603.78)</u>	
		95,266.53	
	General ledger	<u>95,266.53</u>	

COM 1.11 Please provide a chart noting by year and specifying either union or non-union, the amount of salary increases in dollar amount as well as percentage that have been provided to NBC employees over the past five years.

**Answer:** See below:

<b>NON-UNION EMPLOYEES</b>				
<b>Year</b>	<b>Annualized Salaries for the Pay Period Prior to Increases</b>	<b>Annualized Salaries for the Pay Period Post Increases</b>	<b>Difference</b>	<b>% Increase</b>
<b>2009</b>	7,614,360.97	7,764,259.48	149,898.51	1.97%
<b>2010</b>	7,593,003.28	7,593,003.28	0.00	0.00%
<b>2011</b>	7,528,075.29	7,725,518.52	197,443.23	2.62%
<b>2012</b>	7,864,759.90	8,113,578.18	248,818.28	3.16%
<b>2013</b>	8,269,036.41	8,611,805.48	342,769.07	4.15%

<b>UNION EMPLOYEES</b>				
<b>Year</b>	<b>Annualized Salaries for the Pay Period Prior to Increases</b>	<b>Annualized Salaries for the Pay Period Post Increases</b>	<b>Difference</b>	<b>% Increase</b>
<b>2009</b>	4,840,382.20	5,053,058.40	212,676.20	4.39%
<b>2010</b>	5,103,032.82	5,170,560.20	67,527.38	1.32% (no COLA)
<b>2011</b>	5,243,986.80	5,404,006.40	160,019.60	3.05%
<b>2012</b>	5,359,663.40	5,534,399.00	174,735.60	3.26%
<b>2013</b>	5,597,277.40	5,830,175.00	232,897.60	4.16%

By: WEE

COM 1.12 Provide a list of all benefits in addition to salary plus the cost of each given to union and non-union employees, including but not limited to vacation time, personal time, sick time, various insurances, professional dues, etc.

**Answer:** Please see the response to COM 1.13 for health, dental and vision coverage. NBC pays approximately \$34,244 annually for long-term disability insurance for non-union employees. NBC pays for licenses and memberships to professional organizations that benefit NBC including those for professional engineers, lawyers, accounts, wastewater treatment professionals, etc. Vacation, personal and sick time for non-union employees is in the non-union handbook and is summarized as follows:

#### **403 PERSONAL LEAVE**

The NBC shall allow each employee a maximum of 28 hours leave for a 35 hour work week and 32 hours leave for a 40 hour work week per calendar year to be used for personal business and/or religious observance. Accruals of regular part-time employees will be prorated based upon actual number of hours worked. Personal leave shall not be carried over from year to year.

New employees will be granted one personal day per quarter per calendar year based upon the quarter that they are hired. Employees hired prior to April 1st shall be entitled to 28 hours/32 hours personal leave if they are a 70 hour or 80 hour per pay period employee accordingly. Employees hired between April 1st and June 30th shall be entitled to 21 hours/24 hours personal leave. Employees hired between July 1st and September 30th shall be entitled to 14 hours/16 hours personal leave. Employees hired on/after October 1st shall be entitled to 7 hours/8 hours personal leave.

#### **404 VACATION LEAVE**

NBC provides paid vacation for all regular full time employees. Paid vacation accruals are pro-rated for employees who work less than 1,820 (70 hour per pay period employees) or 2,080 (80 hour per pay period employees). Vacation time is accrued biweekly based upon hours worked. Upfront days, which are part of the allotted days per year, are based on length of service. Upfront days are credited with the first paycheck of the year and are not subject to accrual. Unused vacation days may be carried over the next calendar year to a maximum based on years of service.

Length of Service	Days per Year	Upfront Days	Maximum Carry-over Days per Year
Less than 5 yrs.	10	2	10
5 yrs. or more, less than 10	15	2	15
10 yrs. or more, less than 15	18	4	18
15 yrs. or more, less than 20	20	4	20
20 yrs. or more, less than 25	26	9	26
25 yrs. or more	28	9	28

#### **406 SICK LEAVE**

Hours per Pay Period	Accrual per Pay Period	Maximum Accrual per Year
70 hours	4.0 hours	1,050 hours (150 days)
80 hours	5.0 hours	1,200 hours (150 days)

#### **408 SICK LEAVE BONUS**

On an annual basis (November 1 through October 31), if a regular full-time employee discharges a limited amount of sick leave plus non-disciplinary leave without pay, he/she shall be eligible to receive a cash bonus as follows:

Hours Used 35-Hour Employee	Hours Used 40-Hour Employee	Cash Bonus
0 – 21	0 – 24	\$175
21.1 – 35	24.1 – 40	\$125
35.1 – 49	40.1 – 56	\$ 75
49.1 – over	56.1 – over	-0-

By: WEE

COM 1.13      What is the current cost of health insurance premiums for medical, dental and vision care for family and individual coverage? What is the co-share amount that union and non-union employees pay for healthcare and dental for family and individual plans.

**Answer:**      With respect to health insurance premiums, effective the first full pay period after July 1, 2013, employee co-sharing is the lesser 8.75% of the employee's base wages or 20.00% of premium. There is no co-share of dental premium.

Health and dental premiums were provided in response to DIV. 1-10 and are as follows:

**Health:**

Unitedhealthcare: July 1, 2013 to July 1, 2014

Annual Premium

Family	\$ 21,711.60
Single	7,945.32
Waiver	2,500.00

**Dental:**

Delta Dental: July 1, 2013 to June 30, 2014

Family	\$ 1,228.44
Single	423.48
Waiver	110.00

The vision premium is \$195.48 for family and \$90.84 for individual plan coverage.

By: Walter Edge.



COM 1.14 Is the healthcare waiver contractual for union employees and/or non-union employees? How much does NBC compensate employees who waive healthcare benefits?

**Answer:** Please refer to the premium for a single plan of \$7,945.32 and a family plan of \$21,711.60 provided in response to COM 1.13 and not that NBC's waiver of \$2,500 is considerably less. The waiver is contractual.

By: WEE

COM 1.15 Please provide a copy of any correspondence, notes, or the minutes of any Board of Directors meetings that discussed increasing NBC's non-union pension amount.

**Answer:** See attached Board and Finance Committee Meeting Minutes and Resolution 2013:34 and associated memo.

By: WEE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

NARRAGANSETT BAY COMMISSION

IN RE: NBC MONTHLY BOARD MEETING

DATE: September 24, 2013  
 TIME: 11:00 A.M.  
 PLACE: Narragansett Bay Commission  
 Corporate Office Building  
 One Service Road  
 Providence, RI 02905

PRESENT:

Vincent Mesolella, Chairman  
 Angelo S. Rotella, Vice Chair  
 Raymond Marshall, Executive Director  
 Robert Andrade, Treasurer  
 Joseph De Angelis, Esquire  
 Joseph Kimball  
 Jonathan Farnum  
 Bruce Campbell  
 Dr. Richard Burroughs  
 Mario Carlino  
 Seth Handy  
 Joan P. Milas  
 Alessandro Montanari  
 Ronald Leone  
 Alan Nathan

## 1 OTHER ATTENDEES:

2 Thomas Uva, NBC  
Karen Giebink, NBC  
3 Laurie Horridge, NBC  
Jennifer Harrington, NBC  
4 Harold Gadon, CAC  
Linda George, RI Senate  
5 Shaylyn McCauley, NBC  
Sherri Arnold, NBC  
6 Jean Lynch, CAC  
Joe Pratt, Louis Berger Group  
7 Tom Brueckner, NBC  
Paul Nordstorm, NBC  
8 Diane Buerger, NBC  
Jamie Samons, NBC  
9 John Zuba, NBC  
Richard Bernier, NBC  
10 John Bulman, LBMW  
Tom Dunn, LBMW  
11 Patricia Boucer, Bacon & Company  
Leah Foster, NBC  
12 Deborah Samson, NBC  
Talia Girard, NBC  
13 Karen Musumeci, NBC

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1 (HEARING COMMENCED AT 11:10 A.M.)

2 CHAIRMAN MESOLELLA: Good morning,  
3 everyone. We will call the Tuesday, September  
4 24th, meeting of the Narragansett Bay Commission  
5 to order at 11:06. Of course, recognizing a  
6 quorum, we'll call the meeting to order.

7 First order of business, I think,  
8 today is some of you know, maybe some of you  
9 don't know, long time Commissioner Mike  
10 Salvadore has passed. It was in this morning's  
11 paper. Mike served for 27 years. Next to me,  
12 the longest serving Commissioner on the Board,  
13 truly dedicated public servant. If you read the  
14 obituary today, you would see that Mike gave  
15 unselfishly and tirelessly of himself. He was a  
16 dear friend for many years.

17 So I considered cancelling the  
18 Board meeting today out of tribute and respect  
19 to Mike, but after spending a considerable  
20 amount of time over the weekend with the family,  
21 they convinced me that that's not what Mike  
22 would have wanted, and he would have wanted the  
23 Commission to move forward.

24 The Commission was a true source of  
25 pride for Mike. So after discussion with the



1 Executive Director, I think it's appropriate  
2 today -- well, let me say first that we have had  
3 several discussions about the dedication and to  
4 whom the new operations building should be  
5 dedicated to. So today, I think it's fitting  
6 for me to offer to the Board and as a tribute to  
7 Mike for all his participation and contributions  
8 to this agency that I would make a motion that  
9 this Board support me in naming the operations  
10 building after our late member, Commissioner  
11 Mike Salvadore.

12 COMMISSIONER ROTELLA: Second.

13 CHAIRMAN MESOLELLA: Seconded by  
14 Commissioner Rotella and the entire Board. I  
15 would further move that we extend our sincere  
16 sympathy and prepare the proper resolution for  
17 the family in expression of our appreciation for  
18 Mike, I would make that motion.

19 If you haven't read in the paper  
20 the OBA showing 4 to 8 at the Nardillio Home in  
21 Cranston, and Friday there's a mass scheduled  
22 for 10:00 at the Cathedral, so obviously, those  
23 of you who have any interest of attending, would  
24 certainly I'm sure would be appreciated by the

25 family. So before we begin the meeting this

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1 morning, I would ask that we spend a moment of  
2 silence in respect and consideration of Mike  
3 Salvadore.

4 (MOMENT OF SILENCE)

5 CHAIRMAN MESOLELLA: Okay, thank  
6 you. Our steno isn't here, so we're going to  
7 have to hold up at anything else at this point.  
8 I think, Karen, just went out to see if the  
9 person's on their way. Probably just as best,  
10 give me a moment to compose myself.

11 You know, I think, you know, times  
12 like this, you start to reminisce and recall,  
13 you know, certain times. Mike was always here  
14 early. He'd come upstairs, and he'd say, Mr.  
15 Chairman, how can I serve you today, without  
16 fail. He was such a good guy. He'll be missed.  
17 He was supposed to come to a party at my house  
18 Saturday.

19 Okay, for the record, the meeting  
20 of Narragansett Bay Commission, September 24th,  
21 2013 was convened at 11:06. Brief discussion  
22 regarding late Commissioner Mike Salvadore.  
23 There was an official vote of the Board to name  
24 and dedicate the new operations building in his

25 honor. Counsel, do I have to call the Board to

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1 order again?

2 ATTORNEY DE ANGELIS: I think you  
3 should.

4 CHAIRMAN MESOLELLA: Do you think  
5 it's appropriate?

6 ATTORNEY DE ANGELIS: We're  
7 required to have a stenographic record.

8 CHAIRMAN MESOLELLA: Recognizing a  
9 quorum, the meeting of the Narragansett Bay to  
10 order, again, at 11:16. The first order of  
11 business is the approval of the previous minutes  
12 of June 25, 2013. Have all of our members had  
13 an opportunity to review the previous minutes,  
14 and, if so, are there any comments, corrections?

15 COMMISSIONER MACQUEEN: Motion to  
16 approve.

17 COMMISSIONER KIMBALL: Second

18 CHAIRMAN MESOLELLA: We have a  
19 motion to approve the minutes of June 25,  
20 seconded by Commissioner MacQueen and  
21 Commissioner Kimball. Discussion on the  
22 minutes? Hearing none. All of those that are  
23 in favor will say aye? Are there any opposed?

24 There are none opposed, and the motion carries.

25 (UNANIMOUS VOTE)

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1 CHAIRMAN MESOLELLA: Has everyone  
2 signed the sign-in sheet? Commissioner Handy,  
3 did you sign the sign-in sheet?

4 COMMISSIONER HANDY: Yes, thank  
5 you.

6 CHAIRMAN MESOLELLA: First order of  
7 business is old business. Is there any old  
8 business to come before the Commission this  
9 morning, old business? Hearing none. Item  
10 Number 4 is acknowledgement of award, and that's  
11 the NACWA Award. What are we doing about that?

12 SECRETARY MARSHALL: I wanted to  
13 mention that, and I also wanted to mention the  
14 NACWA award.

15 CHAIRMAN MESOLELLA: All right.  
16 Mr. Secretary.

17 SECRETARY MARSHALL: Sure. As you  
18 know we belong to the National Association of  
19 Clean Water agencies. They have a number of  
20 award programs for technical excellence and  
21 leading edge programs that we have won in the  
22 past. They do have one also for management.  
23 The program was revamped just about two years

24 ago to make it much more difficult to obtain.  
25 We've won this award in its prior form on two

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1 occasions. You can only win it every three  
2 years, by the way, because it is regarded as a  
3 three-year award, and they've divided the  
4 levels. They've identified it as silver, gold  
5 and platinum. And it depends on how many of the  
6 criteria you meet. And I'm happy to report that  
7 we've achieved the platinum level which is the  
8 highest level. And of 230-member organizations  
9 in NACWA we were one of only three that received  
10 it at the platinum level. And I think what this  
11 is is a testament to the high quality staff we  
12 have, all of the support that you as the Board  
13 have given us, the great programs that we have  
14 been able to put in place as a result. Just as  
15 an example of how difficult it is to win this  
16 award, unless your treatment plants, whether you  
17 have one, two, like we do, or five, every one of  
18 your treatment plants has to at least receive a  
19 silver award for treatment, otherwise, you're  
20 not even eligible to, you know, to be further  
21 considered. So it's a very, very stringent  
22 criteria. And then on top of that, you have to



23 show a strong environmental advocacy program, as  
24 we do, with our WOON water shed education  
25 program, all the sampling we do out in the bay

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1 and providing that information for the public to  
2 consume.

3 Our state of the art management  
4 tools such as asset management and C-MOM plans,  
5 wellness programs, good, strong financial  
6 management where they want a fair amount of  
7 information on how we financially manage our  
8 organization. And then with the human touch,  
9 whether we have programs like wellness, and  
10 affirmative action, and things of that nature.

11 So it was an extensive application. I want to  
12 thank Jamie for putting it together on short  
13 notice. I want to thank all of my directors,  
14 Tom and Karen and Laurie and Paul, and Rich, for  
15 all the great work that they do, and all of your  
16 support throughout the years because these  
17 programs don't happen in two months, or six  
18 months. It takes years to develop them and put  
19 them in place.

20 And so I wanted to let you know  
21 that we're doing our best every day to make this  
22 the best organization, not only in the State of

23 Rhode Island, but in the entire country. So,  
24 and this is a little bit of an affirmation that  
25 we're -- at some level we're actually

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1 accomplishing that, so, that's it.

2 COMMISSIONER ROTELLA: Mr.  
3 Chairman.

4 CHAIRMAN MESOLELLA: Commissioner  
5 Rotella, go ahead.

6 COMMISSIONER ROTELLA: If I could  
7 from the Board of Commissioners, itself, I want  
8 to say congratulations, of course, to Ray and  
9 all of the staff. It's extraordinarily  
10 difficult to earn these awards, especially at  
11 the level that we seem to consistently be able  
12 to win them.

13 It's amazing when you think that we  
14 had, when Chairman Mesolella and Commissioner  
15 Salvatore joined this Commission, the worst  
16 treatment center in the country, just guaranteed  
17 certified, that we could have come so far in  
18 such a short time. And I think it's a tribute,  
19 of course, to the Commissioners -- I'm sorry, to  
20 the Chairman, to the Board, but more  
21 importantly, to all the staff that work here and

22 come here every day, and not only do their job,  
23 but go above and beyond what their job is, and  
24 I'm just proud to be -- and I think I speak for  
25 all Commissioners when I say I'm proud to be

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1 involved with this Board and with these people,  
2 and I thank you for working as hard as you do,  
3 and showing the excellence that you constantly  
4 show and the work that you do which brings such  
5 a bright and good light upon us from all  
6 corners. So I just want to say thank you,  
7 again.

8 CHAIRMAN MESOLELLA: Thank you.

9 SECRETARY MARSHALL: Thank you.

10 (APPLAUSE)

11 CHAIRMAN MESOLELLA: Thank you,  
12 Angelo, for those kinds words. That's it's very  
13 nice of you and very well spoken. Okay. Moving  
14 right along, item Number 5, which is the  
15 Executive Director's Report. Mr. Secretary, do  
16 you have a report for us today?

17 SECRETARY MARSHALL: Yes, I do.

18 Last time we spoke was prior to the summer, but  
19 I want you to know that both plants ran well  
20 over the summer after some big rains in June.  
21 The treatment settled down. We're getting

22 remarkable treatment at Field's Point and  
23 Bucklin Point, and that's a credit to both of  
24 the staffs there.

25 The Field's Point people have a

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1 brand-new system that they're operating, and  
2 they're exceeding expectations which are five  
3 parts per million, and they're down in the three  
4 to four part per million range. They're doing a  
5 very good job handling that new system. And  
6 Bucklin Point, while they seemingly have  
7 construction going on every time they turn the  
8 corner, they have been meeting their permit for  
9 nitrogen too which is no easy thing to do when  
10 someone is tearing up your plant.

11 And in that regard, I want to thank  
12 Paul Nordstorm for guiding both of those groups  
13 to their high level of achievement. Paul spent  
14 a lot of time out at the plants, you know,  
15 working with the staff, and making sure he's  
16 intimately involved in resolving any problems  
17 that come up, and we can't take that for  
18 granted. The CSO tunnel is now up to 5.25  
19 billion gallons of flow, captured and treated.  
20 So the number keeps climbing, water quality

21 keeps getting better. We have now fully  
22 integrated asset management into all aspects of  
23 our collection and treatment facilities. Our  
24 wind turbines continue to perform well for us.  
25 So far this year they have generated 45% of the

13

1 power needed at the Field's Point waste water  
2 treatment facility. The summer is a quieter  
3 time in terms of wind, so the percentages have  
4 dropped off a little bit. We expected as the  
5 fall rolls in which it did the other day, that  
6 the winds will pick up, and we will become,  
7 achieve even a higher of electricity generation.  
8 We're still waiting for Verizon to complete  
9 their work to create a hardline from the  
10 Manchester Street Station down here, so that  
11 National Grid can give us the green light to go  
12 to full power on our units. But right now we're  
13 waiting on Verizon. Right now the estimated  
14 completion date is at mid October at this point.  
15 And engineering has been working finalizing the  
16 last few easements on Phase II of our CSO  
17 Program. We met with Resource Recovery and DEM  
18 a couple of times over the summer to discuss the  
19 requirements for their discharge coming into our  
20 system, most notably, the leachate which drains



21 out of the bottom of the landfill. DEM has been  
22 reluctant to give the green light for sending  
23 that material from Cranston to us, but we  
24 continue to be in discussions in generating  
25 information for them to evaluate.

14

1 We have engineering prepared and  
2 advertised an RFQP for Phase III of the CSO  
3 Program over the summer, and we'd expect that to  
4 probably come before you at the October board  
5 meeting. And if you were to concur with our  
6 recommendation, the work would probably start  
7 around the first of the year. It will involve a  
8 brand-new look at Phase III to see if what we  
9 originally agreed to do can be modified in some  
10 way, whether it's a matter of changing the  
11 facilities, themselves, or extending the period  
12 that they will be completed in.

13 Construction's been pretty busy. I  
14 think Rich would attest to that. I don't even  
15 know if he's in the room right now, he might be.  
16 There he is. Overall, things have been going  
17 well. The work up on Hope Street, the Hope  
18 Street area is done. It's all paved. Jamie  
19 Samons is now allowed to walk around in her

20 neighborhood without sunglasses and a hat on.  
21 Actually, I want to thank Jamie for all the  
22 great work she did being on the front lines.  
23 Thank you.  
24 MS. SAMONS: Thank you.  
25 SECRETARY MARSHALL: And for the

15

1 construction staff to responding to the problems  
2 that people have, and a lot of them were  
3 legitimate problems and concerns. Some were --  
4 you know, well, you just can't keep some people  
5 happy, but in overall, they work very hard, they  
6 were very responsive, and I think it's the  
7 philosophy that Vin and the rest of you on the  
8 Board want us to adopt, which is to work with  
9 the people and get things done in a positive  
10 fashion, so we're happy to report that.

11 North Main Street should be coming  
12 to a completion this fall. The projects on both  
13 north and south of Miriam Hospital are  
14 progressing well. That's a highly sensitive  
15 area, as you know, with all the emergency  
16 vehicles. The Seekonk River Interceptor, which  
17 starts basically over on South Water Street.

18 It goes through India Point Park,  
19 up along the Seekonk. We are making good

20 progress on that job. Overflow 106, which is  
21 Central Falls, the PCB contaminated site. We  
22 finally got that resolved in terms of the change  
23 orders. Based on the authority that the Board  
24 gave us, the Executive Committee was able to act  
25 on that. And the Woonasquatucket CSO

16

1 Interceptor job, which we've had all the  
2 geotechnical problems on, while we're making  
3 progress, we still continue to have issues to  
4 resolve from time to time. The Executive  
5 Committee approved a change order for \$1.2  
6 million. The claim was \$1.48 million. That was  
7 to excavate the soil that was frozen inside of  
8 the tunnel drop shaft.

9       You gave the authority for them to  
10 be able to approve those change orders in order  
11 to keep the project moving. That was a great  
12 example of how we needed action in the middle of  
13 the summer in order to keep the project moving  
14 forward.

15       So overall construction's going  
16 well. We are doing well also over at Bucklin  
17 Point. We had to start achieving our nitrogen  
18 removal down to five parts per million by next

19 May. So there's still a lot to do, but they're  
20 about 75% done at this point.  
21 Administration & Finance, if you  
22 were here for the Finance Committee, you heard  
23 about the audit. You'll hear more in just a few  
24 minutes. We'll give you an overall update. It  
25 came out well. I think you'll be pleased. FY

17

1 Budget is up, FY-14 Budget is up and running.  
2 In your package you might see there's a lot of  
3 purchase orders that have been generated, and  
4 that is because it's the beginning of the fiscal  
5 year, and we do that to be able to pay our  
6 vendors as we use their goods and services. And  
7 all of those items were part of the budget that  
8 you approved in June.

9 We're looking at the nonunion  
10 retirement plans in terms of making sure all of  
11 our terminology and wording and terms and  
12 conditions are in compliance with all  
13 regulations. And we're moving to that single  
14 platform where both the nonunion defined  
15 contribution defined benefit and the 457 Plans  
16 will be under Mass. Mutual, and that will give  
17 us a more, that will give us better results,  
18 more efficient management and better service for

19 the employees. They'll get one statement with  
20 all of those being reported on one sheet of  
21 paper.

22 The billings were good in July,  
23 just over \$7 million, we collected \$7.8 million,  
24 and we're actively pursuing water shutoffs and  
25 we've collected over half a million dollars in

18

1 the month of July for that through that program.  
2 As we moved into the summer months, the sampling  
3 out in the receiving waters got very busy. Our  
4 RV monitor boat, or vessel -- excuse me, was out  
5 there pulling samples like crazy, and the lab  
6 was doing an analysis on them. And  
7 interestingly, one day they were anchored out  
8 there to take some samples.

9 When they went to pull up the  
10 anchor, they pulled up a second anchor. On page  
11 34 of my report, if you wanted to call it up on  
12 your I-pad. They pulled up an anchor that is  
13 believed to be from the mid 17th or 18th  
14 Century. Pretty interesting. And Tom and his  
15 group went and talked to some of the historic  
16 preservation people. That's what they  
17 identified it as, and they asked us to put it



18 back until they could figured out what they  
19 wanted us to do with it, is that right Tom.  
20 MR. UVA: Yes, unfortunately, in  
21 the Ocean State we don't have any aquarium or  
22 anyplace, any research facility that can house  
23 antiquities that are brought up from the bay, so  
24 they go back in, and the State of Rhode Island  
25 owns them all anyway. They changed legislation

19

1 years ago, so if anybody finds a shipwreck full  
2 of gold, they want the gold.

3 SECRETARY MARSHALL: So that was  
4 kind of a unique experience. And then we  
5 worked with Coast Guard on man overboard drills,  
6 because our people are out there on a regular  
7 basis and we wanted to make sure we're taking  
8 the utmost safety precautions.

9 We've been looking at our  
10 turnaround for permitting, because there is a  
11 big push to be business friendly, and to try to  
12 help people move on with their programs or their  
13 plans, as much as we possibly can. So we found  
14 that in the last year, our sewer connection  
15 permit turnaround has gone from 2.4 days to just  
16 under two days. So we shaved a half a day off  
17 of that.

18 And for pretreatment, our request,  
19 which are a little more challenging, we've gone  
20 from 22 days down to 18 days. And we also had  
21 an industry come in, very clean industry, high  
22 tech manufacturing. Was it Eaton, was that the  
23 name of it.

24 MR. UVA: Eaton Aerospace.

25 SECRETARY MARSHALL: Eaton

20

1 Aerospace. They do a lot of high tech  
2 production for the aerospace industry. And the  
3 brand-new equipment and processes that they have  
4 set up didn't quite jive with some of the  
5 regulations that we had. So, I don't know, Vin,  
6 do you want to mention anything about that?

7 CHAIRMAN MESOLELLA: Yeah. About a  
8 month ago, now, I was contacted by an attorney  
9 who represented Eaton Aerospace. Eaton  
10 Aerospace is a very large company that employs,  
11 about 233 people. They were formally located in  
12 West Warwick right on the river, and the 2010  
13 hurricane basically got flooded out, lost over  
14 13 million dollars in equipment. So they had to  
15 find a new home. So while they were actively  
16 looking for a new home in Rhode Island, they

17 were informed by their parent company, Eaton  
18 Corporation, that Rhode Island since this  
19 incident, that perhaps they should be looking  
20 out of state for more of a business-friendly  
21 situation, and they were confronted with the  
22 possibility of having to move their operations  
23 out of Rhode Island, therefore, laying off 230  
24 people, and having to start operations out of  
25 state. I guess they went to the Department of

21

1 Economic Development, they got some assistance,  
2 and, of course, they encountered this problem  
3 with regard to being in conflict with their  
4 operation and our regulations. They took over  
5 about 110 or 120,000 square feet in the old Fram  
6 building in East Providence, which put them in  
7 our district.

8 So after being contacted by this  
9 attorney, who said we need some relief and if we  
10 don't get some relief, we're concerned that our  
11 parent is going to make us move out of state,  
12 and we want to stay in Rhode Island.

13 So I wasn't familiar with the  
14 operation or the nature of the relief that they  
15 were seeking, so, of course I spoke with Ray,  
16 and he brought Laurie in. And who else was

17 involved in that discussion, Laurie?

18 MS. HORRIDGE: Tom.

19 CHAIRMAN MESOLELLA: Tom was, so we

20 brought the people in. They explained their

21 situation, and quickly we listened intently.

22 They offered some alternatives, which we found

23 very acceptable and viable, so rather than what

24 many, unfortunately, many other state agencies

25 do, and that's we can't help you, we can't and

22

1 tell you why they can't. We immediately reached

2 out to have a discussion about how we can help

3 this company. And within very short order, an

4 hour or so, we came up with a conclusion on how

5 we could assist this company, asked them to

6 submit a waiver ask for, request a waiver of the

7 regulations, and present the alternative that

8 would satisfy us and our requirements, and the

9 Department of Environmental Management if they

10 were to ask. And within an hour, we were able

11 to deduce that we could solve their problem and

12 keep them right here in Rhode Island.

13 And I received a couple of

14 telephone calls, astonished, that, you know, a

15 regulatory agency like the Narragansett Bay

16 Commission could move so expeditiously when it's  
17 required, and I'm proud and happy to say that  
18 the decision is made to keep that company right  
19 here in Rhode Island, and it's the cooperation  
20 of the staff and the willingness to take the  
21 time to listen to businesses which experience  
22 similar kinds of problems that keeps them right  
23 here in Rhode Island, so I'm very happy to say  
24 that they're staying, so that's the long and  
25 short of it.

23

1 SECRETARY MARSHALL: And again, I  
2 want to thank Laurie and Tom for being so  
3 cooperative on this, and they went out, they  
4 took a look at the facility and made sure  
5 whatever relief we were able to provide, as Vin  
6 pointed out, wasn't going to hurt our facilities  
7 in any way, shape or form. And I think we  
8 learned a lot in that trip, and hopefully, that  
9 will, the word will get around and we'll be able  
10 to attract more businesses like that into our  
11 service district.

12 CHAIRMAN MESOLELLA: You really had  
13 to be there. After about an hour after of  
14 discussions, okay, we got it. We're done. And  
15 the fellow who was representing the company's



16 looking at the attorney, he goes, is he serious?

17 Is he serious? Yes, I'm serious.

18 And, by the way, everyone around

19 this table is getting compensated for their

20 time, and I'm not, so I got to go. So let's get

21 out of here. So, it was a good feeling to be

22 able to accomplish that. Anyway.

23 COMMISSIONER CAMPBELL: What was

24 the conflict, specifically?

25 CHAIRMAN MESOLELLA: Well,

24

1 basically, they have all this equipment that

2 generates very little discharge waters, three to

3 five gallons, I think, per machine.

4 COMMISSIONER CAMPBELL: Per week,

5 or something like that?

6 SECRETARY MARSHALL: Yeah, I think

7 it's something in that real low -- filtration.

8 CHAIRMAN MESOLELLA: And our

9 regulations suggest, state that when you're

10 creating discharge water that it has to be hard

11 piped. So they would have had 150 pipes all

12 over the place, coming up from this equipment.

13 And because the volumes were so low, they

14 introduced this high tech facility -- and

15 they're a very green company. And correct me if  
16 I'm wrong, Laurie, but they introduced this  
17 concept which is being embraced elsewhere, where  
18 they had this high tech piece of equipment which  
19 is mobile, so it goes to each of the individual  
20 pieces of equipment, extracts the discharge, the  
21 three to five gallons, and then contains it, and  
22 then discharges it in some appropriate way. And  
23 I don't know if that is in the system, or --  
24 MS. HORRIDGE: It brings it all to  
25 another containment and then it pretreats it and

25

1 then it does.  
2 CHAIRMAN MESOLELLA: Yeah, so with  
3 all the pipes, it would have been a pretty  
4 hostile business environment. So it didn't seem  
5 to be anything that we couldn't resolve very  
6 quickly, and he was amazed, amazed that a  
7 regulatory agency would act so expeditiously,  
8 and I was very pleased. So, okay. All right,  
9 anything else, Ray.  
10 SECRETARY MARSHALL: Just a couple  
11 of more things. We're moving forward with our  
12 WOON watershed watershed program for another  
13 academic year. Interceptor maintenance took  
14 part in the Children's Museum in the Big Trucks

15 Program, so we rolled in a few of our big trucks  
16 down there and the kids got to climb in them.  
17 We made sure they were all clean, and everything  
18 before we did that, and the kids had a great  
19 time. They got to put on hard hats.

20 Our interceptor maintenance guys  
21 had a great time showing the kids what they do  
22 every day. We hosted Senator Reed for a press  
23 conference on August 2nd. It had to do with the  
24 drop in, or the projected drop in EPA funding  
25 for Clean Water programs. He's out in front

26

1 trying to keep the levels at least what they had  
2 been. Everyone's struggling as it is, and now  
3 even the administration wants to cut them back,  
4 that is federal administration.

5 So he wanted to get some press out  
6 on that, and the legislative session, our  
7 general assembly ended, thankfully, and we made  
8 out pretty well, and most importantly, they did  
9 officially reduce our number from 23 to 19, and  
10 this calls for a simple majority in order to  
11 have a quorum. So we've gone from 12 down to  
12 10, is all we need to hold the Board meeting  
13 now. I hope that doesn't encourage anyone to

14 stay home, but it certainly makes the stress on  
15 Karen a little less as she tries to round up  
16 enough members for other meetings. But this  
17 should really help us big time.

18           October 10th, we have a lien sale.  
19 We have 135 properties, or so, I think, still  
20 on the list. And I'm attending a meeting  
21 tomorrow, the Mayor of Providence, his Advisory  
22 Committee on Stormwater Regional Planning. The  
23 first meeting is tomorrow. The City of  
24 Providence is funding a consultant to look at  
25 what is the best way to handle stormwater in the

27

1 urban areas of Rhode Island, so I'm going to  
2 participate in that.

3           And other than that, I think that's  
4 it, Mr. Chairman.

5           CHAIRMAN MESOLELLA: Thank you.

6 Any questions for the Executive Director  
7 pursuant to the Director's Report? Hearing  
8 none. Moving right along to Item Number 6,  
9 which is Committee Reports and Action Items  
10 Resulting. The first Committee reporting is  
11 Finance and Long Range Planning. Chairman  
12 Andrade, do you have a report for us today?

13           COMMISSIONER ANDRADE: Yes, I do,

14 Mr. Chairman.

15 CHAIRMAN MESOLELLA: Proceed.

16 COMMISSIONER ANDRADE: Thank you.

17 There were four resolutions, four resolutions  
18 that were brought before the Long Range Planning  
19 and Finance committee this morning, and all were  
20 recommended for approval by the Board. The  
21 first is Resolution 2013:33, Authorization to  
22 Approve and Accept the Comprehensive Annual  
23 Financial Report for Fiscal Year 2013. And I  
24 believe we have Pat Boucher our auditor. Pat,  
25 are you here? Pat is going to come up here and

28

1 briefly review some of the highlights of the  
2 reports for us.

3 MS. BOUCHER: Good morning, just to  
4 give a few highlights. Pages 13 through 15 is  
5 our independent Auditor's Report. It is a  
6 unmodified opinion which means the statements  
7 are presented in conformance with generally  
8 excepted accounting principles. This was  
9 previously referred to as an unqualified opinion  
10 but under some new auditing standards there has  
11 been some change in the wording but it still  
12 would have been considered a clean opinion so



13 your statements as presented are in conformance  
14 with GAP.

15 Pages 23 through 24 are your  
16 statement and net position, again, that's a  
17 change from prior years that used to be  
18 statement of net assets. They were changed  
19 under the standards. Basically, in title the  
20 statements look the same as in previous years.

21 You had total assets as of June  
22 30th, 2013, of \$994 million the biggest increase  
23 that you note would be in your capital assets  
24 there was an increase of \$80.7 million, I'm  
25 sorry, \$93.5 million. On page 24 is your

29

1 Statement of Liabilities and Net Position you  
2 had an overall increase in your total  
3 liabilities of the \$80.7 million, that's  
4 primarily attributable to the issuance of loans  
5 and bonds that were needed for all that capital  
6 those capital additions. So overall you had a  
7 statement in your statement of net position.  
8 Your net position was approximately \$397  
9 million. Of that \$320 million is your  
10 investment in capital net of debt. You had an  
11 unrestricted net position of approximately \$76.4  
12 million. And page 25 reflects your change in

13 net position for the year difference between  
14 revenues, operating revenues, operating  
15 expenses, and non-operating revenues and  
16 expenses and addition in capital contribution.  
17 You had an overall increase in your net position  
18 of \$20.6 million, so a positive increase there.

19 Just a couple other highlights that  
20 I went over in the previous meeting. We did  
21 touch upon the Defined Benefit Plan, and where  
22 that stood. That's on pages 46. There is a  
23 schedule of funding progress. The plan as of  
24 12/31/2012 was at 60% funded the actual  
25 evaluation.

30

1 Pages 48 through 50 are your  
2 Budgetary Statements, and those reflect a  
3 positive variance Budget to Actual for expenses  
4 of \$5.6 million and that's primarily  
5 attributable to savings in electricity of \$1  
6 million, personnel cost of approximately  
7 \$360,000 debt service of \$2.7 and \$1.2.

8 Okay. And the only other thing is  
9 your debt coverage, which we do take a look at  
10 as part of the audit. It's at 133% and that's  
11 reflected a couple of places in this audit so

12 you've met the 125% requirement per the  
13 indentures and PUC and there were no material  
14 weaknesses or significant deficiencies reported  
15 in our internal control report on page 71 and  
16 there was no management letter this year.

17 Questions?

18 MR. ANDRADE: Mr. Chairman, I move  
19 approval of Resolution 2013:33

20 CHAIRMAN MESOLELLA: We have a  
21 motion off to approve Resolution 2013:33.

22 COMMISSIONER FARNUM: Second.

23 COMMISSIONER MONTANARI: Second.

24 CHAIRMAN MESOLELLA: Further  
25 discussion regarding the resolution? Is there

31

1 further discussion or comment? Hearing none.  
2 All those in favor will say aye. Are there any  
3 opposed? There are none opposed, and the motion  
4 carries. Thank you, very much. Continue.

5 (UNANIMOUS VOTE)

6 COMMISSIONER ANDRADE: The next  
7 resolution is 2013:34 is an Amendment and  
8 Restatement Resolution for the 2013:28 FY 2014  
9 Operating Budget. And I believe, Karen, are you  
10 going to review that? This is the matter of the  
11 surplus cash.

12 MS. GIEBINK: There's two items  
13 that would be addressed. The first has to do  
14 with giving specific authorization to the  
15 Executive Director to post and fill vacancies  
16 that were not originally included in the budget  
17 but are subsequently approved by the Personnel  
18 Committee and the second item is Amendment of  
19 the Budget language, resolution that deals with  
20 the ability of us to use unspent budgeted  
21 personnel funds to make an additional  
22 contribution, employer contribution to the  
23 nonunion Defined Benefits Plan, as long that  
24 doesn't impede our ability to meet coverage  
25 requirements.

32

1 COMMISSIONER ANDRADE: I'd like to  
2 move approval of Resolution 2013:34.

3 CHAIRMAN MESOLELLA: We have a  
4 motion. We have a second. Commissioner Farnum,  
5 Commissioner MacQueen, Commissioner Milas.  
6 Discussion on Resolution 2013:34? Further  
7 discussion? Hearing none. All of those that  
8 are in favor will say aye. Any opposed? There  
9 are none opposed, and that motion carries.

10 (UNANIMOUS VOTE)

11 CHAIRMAN MESOLELLA: Further  
12 report.  
13 COMMISSIONER ANDRADE: Mr.  
14 Chairman, Resolution 2013:35 is authorizing the  
15 Modification of the Schedule for Redemption of  
16 the Outstanding Narragansett Bay Commission  
17 Wastewater System, Revenue Bonds, 2008, Series  
18 A. Karen, again.  
19 MS. GIEBINK: This resolution would  
20 give me the authority to modify the redemption  
21 schedule associated with the variable rate  
22 demand obligations. We're in the process right  
23 now of structuring our next debt issuance and  
24 this would give us a little bit more flexibility  
25 as we go forward and alleviate some of the

33

1 capacity constraints that we might have in the  
2 early years. And if it's determined to be in  
3 the best interest this resolution would further  
4 give the authority to the Executive Director and  
5 the Chairman's to execute the required required  
6 documents.  
7 COMMISSIONER ANDRADE: I'll move  
8 approval of resolution 2013:35. That's pretty  
9 straightforward. We have a motion, Mr.  
10 Chairman, second by Commissioner Montanari,

11 Commissioner MacQueen, Commisioner Carlino.

12 CHAIRMAN MESOLELLA: Further

13 discussion on the resolution? Hearing none.

14 All those in favor of Resolution 2013:35 will

15 say aye. Are there any opposed? There are none

16 opposed, and that motion carries.

17 (UNANIMOUS VOTE)

18 CHAIRMAN MESOLELLA: One other

19 item.

20 COMMISSIONER ANDRADE: One other

21 item, Mr. Chairman. That is Resolution 2013:36,

22 a Recommendation for use of Environmental

23 Enforcement Funds. I believe the secretary will

24 --

25 SECRETARY MARSHALL: Yes, this is

34

1 for the Providence Children's Museum, and they

2 have made a request this year as they have in

3 prior years. It's a program that you support

4 funds are dwindling in an environmental

5 enforcement what we're recommending is a

6 five-hundred-dollar amount for the Children's

7 Museum.

8 COMMISSIONER ANDRADE: I'll move

9 approval of 2013:36.



10 CHAIRMAN MESOLELLA: We have a  
11 motion.

12 MS. HARRINGTON: I just wanted to  
13 put on the record that Commissioner Kimball has  
14 recused himself from that vote.

15 CHAIRMAN MESOLELLA: Thank you,  
16 very much. We have a motion. We have a second,  
17 I think, Commissioner Handy, second or question?

18 COMMISSIONER HANDY: Second.

19 CHAIRMAN MESOLELLA: Okay. So this  
20 is in the amount of \$500 for the children's  
21 Museum. They asked for \$10,000, by the way. We  
22 just don't have the funds any longer to afford  
23 that, so we wanted to participate. We've been a  
24 great supporter. So all in favor will say aye?  
25 Are there any opposed? There are none opposed,

35

1 that motion carries.

2 (UNANIMOUS VOTE)

3 COMMISSION ANDRADE: That concludes  
4 the report of the committees, Mr. Chairman.

5 CHAIRMAN MESOLELLA: Thank you.

6 Next Committee reporting is the Personnel  
7 Committee, Commissioner Campbell.

8 COMMISSIONER CAMPBELL: Our  
9 Personnel Committee met and approved some

10 amendments to the organizational plan, which I  
11 don't believe require full Board approval.

12 CHAIRMAN MESOLELLA: Okay. Do I  
13 need to tell the Board what they are, at least.

14 SECRETARY MARSHALL: No, just some  
15 type of change.

16 CHAIRMAN MESOLELLA: Okay. CEO  
17 Committee did not meet. Rules and Regulations  
18 did not meet. Harold, citizens advised your  
19 group. Do you have a report for us today?

20 MR. GADON: Yes, I do, Mr.  
21 Chairman. The CAC met September 18th, with a  
22 quorum present. Jamie presented this past  
23 summer's report and that construction Board.  
24 Was proceeding as planned on North Main Street.  
25 All were pleased as Hope Street was now back to

36

1 normal. Phil Holmes a former shell fisherman  
2 and long time CAC member requested that I report  
3 to the NBC Board. While he was at Conimicut  
4 Point, a working shell fisherman approached him  
5 and he wanted Phil to thank the NBC for making  
6 it possible that he was presently able to  
7 continue working this year without the frequent  
8 bay closures that occurred in the past.

9           The CAC does appreciate the naming  
10 of the operations building in honor of Mike.  
11 Our next meeting is December 4th. Thank you.

12           CHAIRMAN MESOLELLA: Thank you,  
13 Harold. The next committee reporting is  
14 Executive Committee. Commissioner Rotella.

15           COMMISSIONER ROTELLA: Mr.  
16 Chairman, I would like to recommend that the  
17 Board enter into a executive session pursuant to  
18 42.46.5-A2 to discuss the potential for  
19 litigation with regards to the geotechnical  
20 issues on the CSO Phase II Project, Item 6.

21           COMMISSIONER ANDRADE: Second.

22           CHAIRMAN MESOLELLA: That's in a  
23 form of a motion. Seconded by Commissioner  
24 Andrade. All in favor of going into executive  
25 session pursuant to this matter will say aye?

37

1 Are there any opposed?

2 (UNANIMOUS VOTE)

3           CHAIRMAN MESOLELLA: There are none  
4 opposed, and we are now in executive session. I  
5 would ask that our guests and all that are  
6 appropriately before us to leave the room.

7           CHAIRMAN MESOLELLA: All members of  
8 the public are able to return at this time.

9 Okay. And now we have entered back into open  
10 session, the Chairman moves that the minutes of  
11 the Executive Session be sealed.

12 COMMISSIONER ANDRADE: Second.

13 CHAIRMAN MESOLELLA: Seconded by  
14 Commissioner Andrade and Commissioner Montanari  
15 and Commissioner MacQueen. All those in favor  
16 will say aye. Are there any opposed? There are  
17 none opposed and that motion carries.

18 (UNANIMOUS VOTE)

19 CHAIRMAN MESOLELLA: Okay. Being  
20 back into executive session, we can now return  
21 to Committee Reports. There is no Ad Hoc Report  
22 on compensation or on Ethics Legislative Report:  
23 Unfortunately, Joanne is on the injured list for  
24 the next three weeks with foot surgery so  
25 there's no Legislative Report except to say that

38

1 our bill reducing the quorum from 13 --

2 SECRETARY MARSHALL: From 12.

3 CHAIRMAN MESOLELLA: From 12 --

4 SECRETARY MARSHALL: To 10.

5 CHAIRMAN MESOLELLA: -- to 10 has  
6 been passed. Please don't let that discourage  
7 you from attending the meetings. The next

8 report is the Chairman's Report. I'd like to  
9 report that of course a lot was discussed in the  
10 earlier session and during executive session,  
11 but I'd like to tell the Board that there was a  
12 meeting with the Executive Director and the  
13 mayor of Johnston. We've had a request from the  
14 mayor and from a developer who is intending to  
15 do a quite large development that would be  
16 heading west on Hartford Avenue, past Atwood  
17 Avenue. It appears as though there is a  
18 significant amount of anticipated development in  
19 that area.

20 The mayor has arranged a meeting  
21 with the Executive Director and the developer to  
22 talk about participating in an expansion of our  
23 sewer services heading west on Route 6. This  
24 fits nicely into our previous discussions with  
25 regard to expanding our systems especially in

39

1 light of the discussion we had earlier about the  
2 consumption being lower than it has been  
3 historically.

4 So I'm intending to put on for the  
5 2014 agenda, an aggressive plan for long-range  
6 planning to consider and the Board to consider  
7 with regard to get back on that track of

8 expanding our presence and services and  
9 certainly a positive for Johnston which is  
10 ideally situated for expansion and other parts.

11 Who did we hire to provide us with a report.

12 SECRETARY MARSHALL: The report was  
13 done by a combination of Beta & Pare.

14 CHAIRMAN MESOLELLA: Yeah, so we're  
15 going take a look at that report, maybe come  
16 back to the Board with some recommendations for  
17 some future expansion and get a sense of the  
18 Board of whether or not they think it's feasible  
19 to do so. The next board meeting is --

20 SECRETARY MARSHALL: October 29th?

21 CHAIRMAN MESOLELLA: October 29th.  
22 Please make a note. Anything else?

23 SECRETARY MARSHALL: No, I have  
24 nothing else.

25 CHAIRMAN MESOLELLA: I think that's

40

1 it for the Chairman's Report. A lot you've  
2 already heard so that concludes the Chairman's  
3 Report. Is there any new business to come  
4 before the Commission? Commissioner Burroughs.

5 CHAIRMAN BURROUGHS: Do we in this  
6 session need to reaffirm our decision about



7 naming the administration building?

8 CHAIRMAN MESOLELLA: Huh, I thought

9 I did that. I neglected to do that.

10 ATTORNEY DE ANGELIS: You stated

11 for the record that it had been voted but if you

12 wanted to make a motion again it would be

13 official.

14 CHAIRMAN MESOLELLA: Yes, we have a

15 quorum present, right. Yes. I would like to

16 formally make a motion to the Board of

17 Commissioners that we named the Operations

18 Building under the late Commissioner Mike

19 Salvadore, Chairman of the Construction,

20 Engineering and Operations Committee with the

21 appropriate --

22 SECRETARY MARSHALL: Plaque.

23 CHAIRMAN MESOLELLA: -- plaque and

24 signage necessary to appropriately recognize his

25 influence on this Board. So I make that motion.

41

1 (UNANIMOUS VOTE)

2 CHAIRMAN MESOLELLA: I believe

3 that's a unanimous second by the entire Board of

4 Commissioners. All those in favor will say aye?

5 I'm sorry. Any opposed? None opposed, and that

6 motion carries. Thank you.

7 (UNANIMOUS VOTE)  
8 CHAIRMAN MESOLELLA: New business?  
9 Hearing none. Other business? Commissioner  
10 Rotella.  
11 COMMISSIONER ROTELLA: I move  
12 adjournment.  
13 CHAIRMAN MESOLELLA: I have a  
14 motion to adjourn, seconded by Commissioner  
15 Montanari. All in favor will say aye, any  
16 opposed? None opposed, and the motion carries.  
17 Thank you, very much, for coming today.

18 (UNANIMOUS VOTE)  
19 (HEARING COMMENCED AT 1:40 P.M.)  
20  
21  
22  
23  
24  
25

42

1 C-E-R-T-I-F-I-C-A-T-E  
2

3 I, PAULA J. CAMPAGNA, CSR, a Notary  
4 Public, do hereby certify that the foregoing is  
5 a true, accurate, and complete transcript of my  
notes taken at the above-entitled hearing.

IN WITNESS WHEREOF, I hereunto set my

6 hand this 21st day of October, 2013.

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PAULA J. CAMPAGNA, CSR, NOTARY PUBLIC/CERTIFIED  
COURT REPORTER

21

MY COMMISSION EXPIRES: April 19, 2014

22

23 IN RE: NBC Monthly Board Meeting

24 DATE: September 24, 2013

25

The Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

(401) 461-8848  
(401) 461-6540 FAX

Vincent J. Mesolella  
Chairman

Raymond J. Marshall, P.E.  
Executive Director



## OFFICIAL MINUTES OF:

Meeting of:	Joint LRP-Finance Committee Meeting
Date:	September 24, 2013
Time:	10:00 a.m.

### MEMBERS PRESENT:

Robert Andrade, Committee Chairman  
Richard Burroughs  
Mario Carlino  
Jonathan Farnum  
Joseph Kimball  
Vincent Mesolella  
John MacQueen  
Joan Milas  
Alan Nathan  
Harold Gadon, CAC

### MEMBERS ABSENT:

Michael DiChiro  
Ronald Leone  
Leo Thompson

### STAFF AND GUESTS PRESENT:

Raymond J. Marshall, NBC Executive Director  
Thomas Uva, NBC  
Jennifer Harrington, NBC  
Karen Musumeci, NBC  
Joe Pratt, Louis Berger Group  
Karen Giebink, NBC  
Richard Bernier, NBC  
Deborah Samons, NBC  
Laurie Horridge, NBC  
Linda George, RI Senate

Shaylyn McCauley, NBC  
Sherri Arnold, NBC  
Jamie Samons, NBC  
Cecille Antonelli, NBC  
Leah Foster, NBC  
Patricia Boucher, Bacon & Company  
Paul Nordstrom, NBC  
Diane Buerger, NBC

### 1. Call to Order

Finance Committee Chairman Robert Andrade called the September 24, 2013 Joint LRP-Finance Committee Meeting to order at 10:30 a.m.

**2. Approval of Minutes – Finance Committee – June 6, 2013  
Joint LRP-Finance Committee – June 25, 2013**

Chairman Andrade asked for a motion to approve the June 6, 2013 Finance Committee meeting minutes as written and the June 25, 2013 Joint LRP- Finance Committee meeting minutes as written. NBC Chairman Kimball moved to approve the June 6, 2013 Joint LRP- Finance Committee meeting minutes as written and the June 25, 2013 Finance Committee meeting minutes as written. Commissioner MacQueen seconded the motion. The vote taken by the Joint LRP-Finance Committee was unanimous. The motion carries.

**3. Items for Action**

**A. Review of Monthly Financial Statements and Expenditures**

Karen Giebink advised that the Committee members have before them the August 2013 monthly financial report.

With respect to Budget vs. Actual NBC is currently spending under budget and staff is keeping a close eye on some of the larger accounts especially the electricity account as large amount to be generated from the wind turbines was included in the budget as an offset.

With respect to Personnel 97% of the budgeted positions were filled as of August 2013. The billings are slightly below what was projected at 97% through August of 2013 and she noted that this figure is before any adjustments. She noted that there was another strong billing at the beginning of September which hopefully will recover somewhat. With respect to the receivables, they are up slightly at \$11.9 million as opposed to \$10.1 million at this point in time last year. She noted that is a result of a larger current billing as well as the over 120 day amount is slightly higher than it was at this point last year. She added that a lien sale is scheduled shortly so that should bring in some additional cash.

On page 3 of the report, cash and investments total \$88.7 million. On Page 4 of the report shows that the VRDB's are still performing very well at around .05%.

Total debt outstanding as of August 31, 2013 is \$571.4 million.

Ms. Giebink stated that Page 5 shows Capital Funds available of \$62.1. She added that NBC is spending a fair amount of cash. Page 6, of the report shows capital payments by month and source and reflects that June 2013 was a very large month with over \$12 million dollars of capital payments. Staff is continuing to monitor the cash flows and prepare for another debt issuance prior to Thanksgiving.

Ms. Giebink noted the attachments to the Monthly Financial Report include the Statement of Net Assets, the Statement of Revenues, Expenses and Changes in Net Assets as well as the detailed Budget vs. Actual report.

This concluded Ms. Giebink's report.

**B. Consideration of Purchase Requisition**

Mr. Marshall stated the Committee members have before them a list of Purchase Requisitions. There are none that require the Committee's approval. There is a fairly long list of them that have been set up over the summer as a result of the beginning of the new fiscal year all the items that are on that list were included as part of the Budget. It is usually the busiest month or two of the year.

The members also have a list of budget transfers for the months of June, July and August, 2013.

**C. Consideration of Personnel Actions**

None.

**D. Review and Approval of Resolution 2013:33; Authorization to Approve and Accept the Comprehensive Annual Financial Report for Fiscal Year 2013**

Committee Chairman Robert Andrade advised that all of the Committee members should have before them The Comprehensive Annual Financial Report for Fiscal Year 2013.

Karen Giebink advised that Patricia Boucher from Bacon & Company is going to review the Report with the Committee.

Ms. Boucher stated that she would be reviewing some of the highlights of the Report and then would be available to answer any questions the Committee might have.

The first item is Pages 13 through 15 which is the independent auditors report is an unmodified opinion. This is a change in wording as it used to be called an unqualified opinion. This is a new auditing standard so it's now unmodified but it still means the same thing as an unqualified, or a clean opinion. NBC's statements are presented in accordance with Generally Accepted Accounting Principles (GAAP).

Pages 16 thorough 22, is the management discussion and analysis prepared by management. It's what would be considered an Executive Summary and it highlights the current year activity in comparison to prior year. She added that her firm reviews this to make sure it meets all the required elements under the standards and also to make sure that all the numbers as presented agree to the audited figures in the financial statements. It is a good source of information and summarizes all the major components of the financial statements.

Pages 23 through 24, is NBC's Statement of Net Position. She noted that this is another change as it used to be called the Statements of Net Assets but now under the new reporting standard under GASB, it's referred to as Statement of Net Position. This change is primarily just a change in title and the statements very similar to the prior year. Overall on Page 23 the total assets of the Commission at June 30, 2013 were \$994 million. The biggest increase in that total asset number is NBC's increase in the capital assets. There was an overall increase in capital assets net of \$93.5 million which reflects a lot of capital activity during the year.

Page 24 is NBC's Liabilities and Net Position. With respect to total liabilities of \$597 million, again the biggest increase was in the loans and bonds payable and increase of about \$80.7 million overall.

She added that on the bottom of Page 24 is the Statement of Net Position which used to be referred to as the Statement of Net Assets. NBC's Total Net Position at June 30th was \$396 million. Of that amount, the biggest component is NBC's investment in capital net of related debt at \$320 million. There was an



increase of about \$22 million from prior year. The unrestricted net position is \$76 million which was a decrease from the prior year in that net figure of \$1.3 million.

Page 25 is NBC's Statement of Revenues, Expenses and Change in Net Position which shows NBC's overall total operating revenues and expenses. It shows total operating revenues of \$80.3 million and operating expenses of \$46.5 million, so NBC had an operating income of \$33.8 million. NBC had non-operating expenses of \$13.5 plus capital contributions of \$354 which brings NBC down to an overall increase in net position for the year of \$20.7 million dollars so that a very positive increase in NBC's net position.

NBC's total operating revenues from prior year increased about \$1.9 and operating expenses increased approximately \$1 million. So that's an overview of Revenues and Expenses.

Page 26 is NBC's Statement of Cash Flows and reflects the inflows and outflows of all the cash transactions during the year. NBC had an overall increase in cash from the cash flows of \$22.5 million dollars for the year. Pages 26 and 27 show all the related cash flows from operating, noncapital financing and capital financing activities. On the bottom of Page 27 NBC has a lot of activity with Rhode Island Clean Water that's broken out in more detail this year.

Commissioner Milas arrives at 10:25 a.m.

She continued to say that next are the notes to the Financial Statements and that the only highlight that should would like to bring to the Committee's attention, and it's not even a note, is on Page 46 and is the supplementary information on the Non-Union Defined Benefit Plan. It reports six years' worth of funding progress on that plan and as of the December 31, 2013 calendar year the valuation of the plan was 60.16% funded. Page 47 shows what NBC's annual required contribution was and what was contributed for the last six years.

Pages 48 through 50 are the Budgetary Statements. It shows Budget and Actual Expenses. Page 50 shows and overall positive budget variance of \$55.6 million. The biggest components of that positive variance were NBC's positive number on electricity about \$1 million, personnel expenses of \$358,000 and then debt service came in positive \$2.7 million and some planned capital outlays vs. budget came in under \$1.6 million.

There were questions from the Commissioners regarding the Defined Benefit Plan funding.

Ms. Giebink answered all of the Commissioner questions.

Ms. Boucher noted that one of things the auditors take a look at and, its one of the requirements on NBC's Bond Indentures and a PUC requirement, is NBC's debt service coverage. She noted that it is disclosed in the report several places. NBC's debt coverage as of June 30, 2013 was at 133% so NBC met the 125% debt requirement.

She added that in the back of the report is the Internal Control Report which is on Pages 71 and 72 and is required under the Government Auditing Standards. NBC has no material weaknesses or significant deficiencies or issues of non-compliance which are required to be reported under those events. She added that again this year there is no management letter.

This completed Ms. Boucher presentation.

NBC Chairman Mesolella made a motion to approve Resolution 2013:33; Authorization to Approve and Accept the Comprehensive Annual Financial Report for Fiscal Year 2013. Commissioner Kimball seconded the motion and the vote taken by the Joint LRP-Finance Committee was unanimous. The motion carries.

**E. Review and Approval of Resolution 2013:34; Amendment and Restatement Resolution 2013:28 FY 2014 Operating Budget**

Ms. Giebink advised that there are two proposed amendments to the language in the FY 2014 Budget Resolution which are underlined below. First is the inclusion of the following language with respect to the posting and filling of positions –

- 8 b. Personnel Committee review and approval is required for the creation of new positions and the upgrading of existing positions not included in this budget. Finance Committee approval is also required if the action will result in a net increase in operating costs. The Executive Director may post and fill vacancies of existing positions, modified positions or newly created positions included in this budget as well as other changes made as outlined in this item 8b.

The second item is the addition of language that will allow NBC to strengthen its financial position and take advantage of operating efficiencies by using unspent budgeted personnel funds to increase the employer contribution to the non-union defined benefit plan. This is based, in part, on a recommendation from NBC's new Third Party Administrator to bring the plan to fully funded status within 10 years. The additional contribution will be made only if it will not preclude NBC from meeting its coverage requirements.

- 8d. This budget shall include a 5% employer contribution to the non-union defined contribution retirement plan, funding of the employer share of the non-union defined benefit plan and an employer contribution to the union retirement plan at the rate established by the State Retirement Board. Budgeted personnel funds unspent at the end of the fiscal year may be used to increase the employer contribution to the non-union defined benefit plan as long the action does not preclude NBC from meeting its coverage requirements.

Your consideration of this request is appreciated.

Commissioner Nathan made a motion to approve Resolution 2013:34; Amendment and Restatement of Resolution 2013:28 FY 2014 Operating Budget. Commissioner MacQueen seconded the motion and the vote taken by the Joint LRP-Finance Committee was unanimous. The motion carries.

**F. Review and Approval of Resolution 2013:35; Authorizing the Modification of the Schedule for Redemption of the Outstanding Narragansett Bay Commission Wastewater System Revenue Bonds, Series A**

Ms. Giebink addressed this item and noted that the NBC is preparing to issue revenue bonds in order to finance capital improvements. In order to minimize costs, NBC works with its advisors to optimize the financing structure. As part of this process, it has been determined that it may be advantageous to modify the redemption schedule of the 2008 Series A Revenue Bonds that are currently in variable rate mode. An outward shift of the scheduled redemptions will alleviate capacity constraints and may permit NBC to secure additional proceeds within the constraints of existing revenues at approved rates.

She added that the 2008 Obligations are secured by a direct-pay letter of credit issued by U.S. Bank National Association (the “U.S. Bank Letter of Credit”), pursuant to a Reimbursement Agreement which permits the NBC and U.S. Bank to modify the schedule for redemption of the 2008 Obligations subject to consent of U.S. Bank. This resolution authorizes the Director of Finance and Administration to determine what modifications should be made to the U.S. Bank Reimbursement Agreement with respect to the schedule of dates and amounts of 2008 Obligations to be redeemed. It further authorizes the Chairman and the Executive Director to execute and deliver the documents necessary to effectuate such a modification.

Commissioner Kimball made a motion to approve Resolution 2013:35; Authorizing the Modification of the Schedule for Redemption of the Outstanding Narragansett Bay Commission Wastewater System Revenue Bonds, 2008 Series A. Commissioner MacQueen seconded the motion and the vote taken by the Joint LRP-Finance Committee was unanimous. The motion carries.

#### **G. Review and Approval of Resolution 2013:36; Recommendation for Use of Environmental Enforcement Funds**

Mr. Marshall advised that the NBC has received a \$10,000 request for grant funding with Environmental Enforcement Funds for a public information, outreach and education project at the Providence Children’s Museum. The mission of the Providence Children’s Museum is to inspire children to learn through active play and exploration.

The regionally and nationally-acclaimed Museum is located in the Commission’s service area, and targets traditionally underserved communities. Each year, the Museum welcomes more than 160,000 visitors, all of whom had the opportunity to explore the properties of water and the aquatic world through the Museum’s most popular exhibit, *Water Ways*. In 2012, 30% of museum visitors were welcomed for free, providing hands-on early science education to some of our service area’s most vulnerable children and families.

For the past six years, the Commission has provided support to *Water Ways*, which was also featured in the recent Commission video “Environmentalism at Work” as an example of the Commission’s successful education and community outreach activities. This exhibit and related programs provide a high-quality learning experience to serve children’s developmental needs through a variety of learning styles. To ensure that the water in the exhibit is pure and the play surfaces are safe for the children as they learn about water, the exhibit requires constant attention, maintenance and mechanical upgrades which this grant would support. The Providence Children’s Museum will recognize the NBC contribution to support the exhibit.

There are, only a dwindling level of funds available in the Environmental Enforcement Fund to fund this worthwhile project. Therefore it is necessary to limit the level of funding and it is recommended that approval of Resolution Number 2013:36 for funding in the amount of \$500.00 for the Providence Children’s Museum.

Commissioner Kimball recuses himself.

Commissioner Campbell made a motion to approve Resolution 2013:36; Recommendation for Use of Environmental Enforcement Funds. Commissioner Farnum seconded the motion and the vote taken by the Joint LRP-Finance Committee was unanimous. The motion carries.

#### **4. Other Business**

None.

**5. Adjournment**

A motion to adjourn was made by Commissioner MacQueen, seconded by Commissioner Kimball and the Joint LRP-Finance Committee meeting adjourned at 10:45 a.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Raymond J. Marshall".

---

Raymond J. Marshall, P.E.  
*Executive Director/Secretary*



Date: September 10, 2013

To: Finance Committee and NBC Board of Commissioners

From: Karen Giebink, Director for Administration & Finance

Through: Raymond J. Marshall, Executive Director

Subject: Approval of Resolution 2013:34 Amendment and Restatement Resolution  
2013:28 FY 2014 Operating Budget

There are two proposed amendments to the language in the FY 2014 Budget Resolution which are underlined below. First is the inclusion of the following language with respect to the posting and filling of positions –

- 8 b. Personnel Committee review and approval is required for the creation of new positions and the upgrading of existing positions not included in this budget. Finance Committee approval is also required if the action will result in a net increase in operating costs. The Executive Director may post and fill vacancies of existing positions, modified positions or newly created positions included in this budget as well as other changes made as outlined in this item 8b.

The second item is the addition of language that will allow NBC to strengthen its financial position and take advantage of operating efficiencies by using unspent budgeted personnel funds to increase the employer contribution to the non-union defined benefit plan. This is based, in part, on a recommendation from NBC's new Third Party Administrator to bring the plan to fully funded status within 10 years. The additional contribution will be made only if it will not preclude NBC from meeting its coverage requirements.

- 8d. This budget shall include a 5% employer contribution to the non-union defined contribution retirement plan, funding of the employer share of the non-union defined benefit plan and an employer contribution to the union retirement plan at the rate established by the State Retirement Board. Budgeted personnel funds unspent at the end of the fiscal year may be used to increase the employer contribution to the non-union defined benefit plan as long the action does not preclude NBC from meeting its coverage requirements.

Your consideration of this request is appreciated.

The Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

(401) 461-8848  
(401) 461-6540 FAX

Vincent J. Mesolella  
Chairman

Raymond J. Marshall, P.E.  
Executive Director



## RESOLUTION 2013:34

### AMENDED AND RESTATED FISCAL YEAR 2014 OPERATING BUDGET

1. The Board of Commissioners adopts this budget based upon the following schedule of projected revenue:

	Revenue
<b>Operating Revenue:</b>	
User Fees	\$ 91,723,324
Pretreatment Fees	1,100,000
Septage	300,000
Connection Permit Fees	100,000
<i>Sub-total Operating Revenue</i>	<u>93,223,324</u>
<b>Non-Operating Revenue:</b>	
Operating Grant Revenue	-
Investment Income	25,000
Late Charges	918,943
Transfer from Operating Capital	3,892,300
Miscellaneous	550,000
<i>Sub-total Non-Operating Revenue</i>	<u>5,386,243</u>
<b>Total Revenue</b>	<b><u>\$ 98,609,567</u></b>

2. The Board of Commissioners adopts this budget based upon the following schedule of projected expense.



	Expense
<b>O &amp; M Expense:</b>	
Personnel	\$ 21,764,249
Operating Supplies/Expense	13,944,019
Professional Services	2,901,900
<i>Sub-total Operating Expense</i>	<u>38,610,168</u>
<b>Debt Service:</b>	
Debt Service	40,471,282
Programmed New Debt	3,483,294
<i>Sub-total Debt Service</i>	<u>43,954,576</u>
<b>Debt Service Coverage</b>	12,152,523
<b>Operating Capital Outlays</b>	3,892,300
<b>Total Expense</b>	<u><u>\$ 98,609,567</u></u>

3. The number of full-time equivalent positions funded in this budget is 261. A list of the funded positions is included as part of this Resolution as Attachment 1.
4. The Finance Committee and the Executive Director shall at all times seek to ensure that total operational expenses do not exceed \$86,456,047 for the period July 1, 2013 to June 30, 2014.
5. The Executive Director shall administer this budget consistent with the restricted accounts imposed by the Public Utilities Commission until such time as the restricted accounts are modified, adjusted or amended.
6. The Executive Director shall administer this budget consistent with the Trust Indenture and all Supplemental Trust Indentures.
7. The Executive Director and Director of Administration and Finance are hereby authorized to finance FY 2014 Operating Capital Outlays and capital projects included in the NBC's 2015 – 2019 Capital Improvement Program from the Operating Capital Account of the Project Fund. The Director of Administration and Finance may authorize changes in Budgeted Operating Capital as long as the total expenditures do not exceed the total amount approved for Operating Capital Outlays. Any changes to the Budgeted Operating Capital Outlay in excess of \$50,000 shall also be approved by the Finance Committee.
8. For the period of July 1, 2013 to June 30, 2014:
  - a. The Executive Director shall provide a report to the Finance Committee of all purchase requisitions greater than \$10,000 for items included in this budget. The Executive Director will present all purchase requisitions greater than \$50,000 not included in the budget for approval by the Finance Committee.

- b. Personnel Committee review and approval is required for the creation of new positions and the upgrading of existing positions not included in this budget. Finance Committee approval is also required if the action will result in a net increase in operating costs. The Executive Director may post and fill vacancies of existing positions, modified positions or newly created positions included in this budget as well as changes as outlined in this item 8b.
  - c. The Finance Committee will review and approve the monthly financial statements, including the status of the budget versus expenses, prior to presentation at the monthly Board Meeting.
  - d. This budget shall include a 5% employer contribution to the non-union defined contribution retirement plan, funding of the employer share of the non-union defined benefit plan and an employer contribution to the union retirement plan at the rate established by the State Retirement Board. Budgeted personnel funds unspent at the end of the fiscal year may be used to increase the employer contribution to the non-union defined benefit plan as long the action does not preclude NBC from meeting its coverage requirements.
9. The Director of Administration & Finance may make adjustments between line items within categories, adjustments between categories and adjustments between cost centers. The Executive Director shall notify the Finance Committee on a monthly basis of all such adjustments.

ADOPTED ON: 9/24/13

SIGNED:   
Raymond J. Marshall, P.E.  
Executive Director & Secretary

COM 1.16 Regarding NBC's pension for non-union employees, please provide a chart indicating how much NBC has contributed each year to the defined benefit plan and to the defined contribution plan for these employees.

**Answer:** Please see figures below for 2003, 2004, 2005, 2006, and 2007 and note that the defined contribution plan is on a fiscal year basis and the defined benefit plan is on a calendar year basis. See the answer to Question 1 in the Annual Compliance Reports related to Docket 3651 for 2008, 2009, 2010, 2011, and 2012 (supplied again in response to this question).

<b>Fiscal Year</b>	<b>Defined Contribution Plan</b>
2003	595,593.48
2004	651,619.12
2005	532,001.53
2006	333,325.37
2007	315,135.36
2008	343,748.73
2009	358,852.02
2010	372,828.35
2011	375,430.20
2012	380,803.41
2013	394,326.57

<b>Calendar Year</b>	<b>Defined Benefit Plan</b>
2005	456,819.52
2006	397,118.99
2007	419,953.20
2008	415,590.82
2009	452,701.13
2010	458,461.91
2011	446,718.18
2012	439,942.53

By: WEE

The Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

(401) 461-8848  
(401) 461-6540 FAX

Vincent J. Mesoella  
Chairman

Raymond J. Marshall, P.E.  
Executive Director



April 8, 2008

Luly Massarro, Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Blvd.  
Warwick, RI 02888

Subject: Compliance Reporting Docket 3651

Dear Ms. Massaro:

Enclosed please find an original and nine copies of NBC's compliance reporting for Docket 3651. We apologize for not filing the first six items within the 60 day time period. Somehow we had erroneously put into our calendar that all of the items were due within 90 days of the end of the calendar year.

1. Annual calendar contributions made by NBC and its employees to the non-union Defined Benefit Plan, listed separately.

Employer: \$419,953.20

Employee: \$297,119.57

2. The annual calendar year contributions made by NBC to the non-union Defined Contribution Plan.

NBC's non-union Defined Contribution Plan is on a fiscal year and the contribution is calculated subsequent to June 30<sup>th</sup>. The employer contribution was \$315,135.36.

3. Any changes made to the Defined Benefit Plan in the past year.

The Plan was amended as followed:

#### **EXHIBIT A**

##### **AMENDMENT 2006-1 TO THE NARRAGANSETT BAY COMMISSION NON-UNION DEFINED BENEFIT PLAN**

WHEREAS, THE NARRAGANSETT BAY COMMISSION (the "NBC") established the NARRAGANSETT BAY COMMISSION NON-UNION DEFINED BENEFIT PLAN (the "Plan") for the benefit of certain of its eligible employees effective as of February 1, 2005; and

WHEREAS, the NBC desires to amend the Plan;

NOW THEREFORE, the Plan is hereby amended as follows effective as of January 1, 2007:

1. Section 1.26 shall be amended by adding the following sentence at the end thereof:

Commencing January 1, 2007, an Employee's service of less than 1,000 hours during any Plan Year shall not be recognized as a Period of Service under the Plan, including for the purpose of determining the Participant's Period of Participation.

4. Any changes to the Defined Benefit Plan that NBC may be considering or that its actuary or consultants may have recommended to NBC.

N/A

5. The total wages paid to non-union employees for the calendar year.

\$7,270,696.72

6. The costs that NBC incurred for administration of its Defined Benefit Plan for the most recent calendar year; this would include:

- a. Actuary's cost. \$ 0
- b. Audit cost. \$ 0
- c. Consulting cost for legal and other services related to the plan.  
DB and DC Plan combined issues: \$1,213.50  
DB issues only \$675.00
- d. Trustee's cost: \$500.
- e. Other costs.  
Third party administrator: \$6,300.

With respect to the other three items we offer the following:

1. The annual report from NBC's actuary on the Defined Benefit Plan.

See attached Information from NBC's Third Party Administrator.

2. The annual audit report on the Defined Benefit Plan.

Please see the attached correspondence from NBC's outside auditing firm.

3. The actuary's estimated cost of the Defined Benefit Plan for the prospective/current calendar year – if the actuary makes such an estimate for NBC.

The actuary does not provide such an estimate for the upcoming year.

Sincerely,

A handwritten signature in black ink, appearing to read 'Karen L. Gieblink', with a stylized flourish at the end.

Karen L. Gieblink  
Director of Administration and Finance



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**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

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**DECEMBER 31, 2007**

**ADMINISTRATIVE ANALYSIS**

**Contribution Information**

Contribution for the plan year beginning January 1, 2007 and ending December 31, 2007:

Minimum Required Contribution (net of 2007 credit):	\$ 577,051
Maximum Deductible Contribution:	\$1,036,310

There were contributions deposited throughout the plan year. The total contribution for the plan year was \$717,072.77

Employee Contributions:	\$297,119.57
Employer Contributions:	\$419,953.20

The above minimum contribution for the 2007 plan year reflects a prior year credit balance of \$110,886 which was applied.

The total Minimum Required contribution on the report, exclusive of the credit balance, is \$687,937.00

**Plan Document Information**

The Plan Document was amended effective January 1, 2007 under Article 1.26. An employee must work 1000 hours during the plan year to earn a "Period of Service" and a "Period of Participation." This amendment determines the projected Normal Retirement Benefit, Accrued Benefit and Vesting.

**Participant Information**

The following employees are new entrants to the plan:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following employees received a distribution of their benefit in the plan:

\_\_\_\_\_

**NARRAGANSETT BAY COMMISSION  
DEFINED BENEFIT PLAN**

**December 31, 2007**

**STATEMENT OF INCOME AND EXPENSES**

<b>BEGINNING BALANCE</b>		\$ 1,550,914.65
<b>INCOME:</b>		
Total Plan Contribution	\$ 717,032.77	
Total Gain/Loss	<u>85,690.33</u>	
<b>TOTAL INCOME</b>		802,723.10
<b>EXPENSES:</b>		
Participant Distributions		
	<u>\$ (2,572.94)</u>	
<b>TOTAL EXPENSES:</b>		<u>(2,572.94)</u>
<b>ENDING BALANCE</b>		<u><u>\$ 2,351,064.81</u></u>

**SUMMARY OF CONTRIBUTIONS**

<b>SOURCE:</b>	<u>Deposits as of Valuation Date</u>	<u>Receivable due as of Valuation Date</u>	<u>TOTAL</u>
<b>Employee Contributions</b>	\$ 297,119.57	\$ 0.00	\$ 297,119.57
<b>Employer Contributions</b>	<u>419,913.20</u>	<u>0.00</u>	<u>419,913.20</u>
<b>TOTAL PLAN CONTRIBUTION</b>	<u><u>\$ 717,032.77</u></u>	<u><u>\$ 0.00</u></u>	<u><u>\$ 717,032.77</u></u>

**STATEMENT OF ASSETS AND LIABILITIES**

<b>ASSETS</b>	
Nationwide	\$ 2,351,064.81
Receivable Contribution	<u>0.00</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 2,351,064.81</u></u>
<b>LIABILITIES</b>	
Participants Equity	<u>\$ 2,351,064.81</u>
<b>TOTAL LIABILITIES</b>	<u><u>\$ 2,351,064.81</u></u>

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

TYPE OF ENTITY      Corporation.

DATES                Effective-02/01/2005   Valuation-12/31/2007   Eligibility-12/31/2007   Year-end-12/31/2007

ELIGIBILITY        Minimum age- 21   Months of service- 12   Maximum age- None  
Age at last birthday.   Other ages at nearest birthday.  
Entry Age For Full Funding Limitation Calculation - as of date of hire.

HOURS REQUIRED FOR  
Eligibility - 1000      Benefit accrual - 1000      Vesting - 1000

PLAN ENTRY - January 1 of the year coincident with or following satisfaction of  
eligibility requirements.

RETIREMENT        NORMAL - First of month coincident with or following attainment of age 65, and  
completion of 5 years of participation.

EARLY - Upon attainment of age 62, and completion of 20 years of service.  
(100% Vested upon satisfaction of early retirement provisions).

AVERAGE COMPENSATION -- (retrospective salaries)

FUNDING - 3 Highest consecutive years of last 10 years.  
ACCRUED BENEFIT - 3 Highest consecutive years of last 10 years.

PLAN BENEFITS

RETIREMENT--      1.000% of average monthly compensation multiplied by total years of service limited  
to 30 years.

415 Limits - Percent 100.00   Dollar -      \$15,000

Minimum benefit - None                      Maximum benefit - None

Maximum 401(a)(17) compensation      \$225,000

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

NORMAL FORM	Life Annuity.
DEATH BENEFIT	Present value of accrued benefits.
ACCRUED BENEFIT	1.000% of average monthly compensation multiplied by total years of service limited to 30 years.
TERMINATION BENEFITS	100% vested in year 7, 0% vested in prior years. Service is calculated using all years of service.
CONTRIBUTIONS	
	EMPLOYEE REQUIRED -- None
	EMPLOYEE VOLUNTARY -- None
ASSET VALUATION METHOD	Market value.

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

PLAN ASSUMPTIONS

ACTUARIAL COST

METHOD

Aggregate entry age normal with frozen initial liability.

PRE-RETIREMENT

INTEREST ASSUMED FOR DEPOSIT-- 6.000% Compounded annually

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.  
TURNOVER/DISABILITY-- T2 .  
COST OF VESTING -- Yes.  
SALARY SCALE -- Salaries assumed to increase at 3.500%  
per year.  
INTEGRATION LVL INCR- None.  
BACKWARD SALARY PROJ. Based on increases of average earnings

POST RETIREMENT

ANNUITY FACTORS BASED ON:

INTEREST -- 6.000%  
MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.  
EXPENSE LOAD -- None  
COST OF LIVING -- None  
LOAD FOR  
ANCILLARY BENEFITS -- None

\* PVB for inactives based on funding assumptions.

ASSUMPTIONS FOR PRESENT VALUE OF ACCRUED BENEFIT CALCULATIONS

PRE-RETIREMENT: INTEREST -- 6.000%  
MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.  
POST-RETIREMENT: INTEREST -- 6.000%  
MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

ASSUMPTIONS FOR "RPA '94" MINIMUM CURRENT LIABILITY CALCULATIONS

PRE-RETIREMENT: INTEREST -- 5.770%  
MORTALITY TABLE -- 2007 IRS Reg. 1.412(1)(7)-1 for Current  
Liability - Combined Table.  
POST-RETIREMENT: INTEREST -- 5.770%  
MORTALITY TABLE -- 2007 IRS Reg. 1.412(1)(7)-1 for Current  
Liability - Combined Table.

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

ASSUMPTIONS FOR 410(b)/401(a)(4) CALCULATIONS

PRE-RETIREMENT:	INTEREST --	7.500%
POST-RETIREMENT:	INTEREST --	7.500%
	MORTALITY TABLE --	1994 GROUP ANNUITY RESERVING Unisex Proj to 2002 male rates.

PERMISSIVELY AGGREGATED PLANS: Not Tested as Single Plan.

COMPENSATION: Use Current Compensation to calculate the  
Benefit Accrual Rate (Annual Method).

TESTING AGE: Normal Retirement Age.



ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

A. VALUATION AS OF 12/31/2007

1. PRESENT VALUE OF BENEFITS.....	\$10,499,207.00
A. ACTIVE.....	\$9,826,876.00
B. RETIRED / LATE (POSTPONED) RETIREES.....	\$0.00
C. DEFERRED VESTED / VESTED TERMINEES.....	\$672,331.00
2. ASSETS.....	\$1,634,032.00
3. REMAINING UNFUNDED LIABILITY.....	\$5,578,116.00
4. PRESENT VALUE OF FUTURE NORMAL COST.....(1 - 2 - 3).....	\$3,287,059.00
5. PRESENT VALUE OF FUTURE COMPENSATION.....	\$66,782,647.00
6. CURRENT COMPENSATION.....	\$5,843,128.00
7. WEIGHTED AVERAGE TEMPORARY ANNUITY.....(5 / 6).....	11.4293
8. NORMAL COST.....(4 / 7).....	\$287,600.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

B. FULL FUNDING LIMITATION

---412---

---404---

1. A. ENTRY AGE ACCRUED LIABILITY.....	\$7,296,345.00	\$7,296,345.00
B. ENTRY AGE NORMAL COST.....	\$301,137.00	\$301,137.00
C. NET PREMIUMS.....	\$0.00	\$0.00
D. TOTAL.....	\$7,597,482.00	\$7,597,482.00
2. ASSETS.....	\$1,634,032.00	\$1,634,032.00
3. CREDIT BALANCE [412] / UNDEDUCTED CONTRIBUTIONS [404].....	\$110,886.00	\$0.00
4. NET ASSETS....(2-3).....	\$1,523,146.00	\$1,634,032.00
5. INTEREST ON (1D-4) TO END OF YEAR.....	\$0.00	\$0.00
6. FULL FUNDING LIMITATION 1 (NOT LESS THAN ZERO)...(1D-4+5).....	\$6,074,336.00	\$5,963,450.00

RPA '94 MINIMUM FULL FUNDING LIMITATION

7. A. RPA '94 CURRENT LIABILITY AS OF 01/01/2007.....	\$4,495,573.00	\$4,495,573.00
B. EXPECTED CURRENT LIABILITY INCREASE.....	\$370,963.00	\$370,963.00
C. INTEREST ON 7A AND 7B.....	\$280,799.00	\$280,799.00
D. EXPECTED BENEFIT PAYMENTS.....	\$0.00	\$0.00
E. .90 * (7A + 7B + 7C - 7D).....	\$4,632,601.00	\$4,632,601.00
8. A. ASSETS.....	\$1,634,032.00	\$1,634,032.00
B. INTEREST TO END OF YEAR.....	\$0.00	\$0.00
C. EXPECTED BENEFIT PAYMENTS.....	\$0.00	\$0.00
9. 412(C)(7)(E) FULL FUNDING LIMIT AMOUNT ITEMS 7E-(8A+8B-8C) .....	\$2,998,569.00	\$2,998,569.00
10. FULL FUNDING LIMITATION.....(GREATER OF 6 AND 9).....	\$6,074,336.00	\$5,963,450.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

C. ACCUMULATED FUNDING DEFICIENCY

1. PRIOR YEAR FUNDING DEFICIENCY.....	\$0.00
2. VALUATION NORMAL COST.....	\$287,600.00
3. AMORTIZATION CHARGES.....	\$400,337.00
4. INTEREST.....	\$0.00
5. ADDITIONAL FUNDING CHARGE.....	\$0.00
6. TOTAL CHARGES.....(1 + 2 + 3 + 4 + 5).....	\$687,937.00
7. AMORTIZATION CREDITS.....	\$0.00
8. INTEREST.....	\$0.00
9. TOTAL CREDITS.....(7 + 8).....	\$0.00
10. DEFICIENCY.....(IGNORING CREDIT BALANCE AND CONTRIBUTION FOR LAST YEAR).....(6 - 9).....	\$687,937.00
11. FULL FUNDING LIMITATION CREDIT (C10 - B10) NOT < 0.....	\$0.00

D. AMORTIZATION OF OBRA 87 FULL FUNDING LIMITATION CREDIT

NOT APPLICABLE

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

E. REQUIRED CONTRIBUTION	MINIMUM	MAXIMUM
1. NORMAL COST.....	\$287,600.00	\$287,600.00
2. AMORTIZATION CHARGES.....	\$400,337.00	\$748,710.00
3. PRIOR YEAR FUNDING DEFICIENCY.....	\$0.00	N/A
4. INTEREST.....	\$0.00	\$0.00
5. ADDITIONAL FUNDING CHARGE.....	\$0.00	N/A
6. TOTAL CHARGES.....(1 + 2 + 3 + 4 + 5).....	\$687,937.00	\$1,036,310.00
7. PRIOR YEAR CREDIT BALANCE.....	\$104,609.00	N/A
8. AMORTIZATION CREDITS.....	\$0.00	\$0.00
9. INTEREST.....	\$6,277.00	\$0.00
10. MISCELLANEOUS CREDITS FFL CREDIT.....	\$0.00	\$0.00
11. TOTAL CREDITS.....(7 + 8 + 9 + 10).....	\$110,886.00	\$0.00
12. REQUIRED CONTRIBUTION.....(6 - 11).....	\$577,051.00	\$1,036,310.00
13. CREDIT BALANCE ASSUMING NO CONTRIBUTION.....(11 - 6).....	\$0.00	\$0.00

14. UNFUNDED CURRENT LIABILITY (Not Less than Zero)

A. 150% of Current Liability.....	\$6,086,971.00
B. 100% of Current Liability.....	\$3,513,303.00

Current Liability calculated under Code Section 404(a)(1)(D) using 5.77% interest. Current liability equal to 150% or 100% of (B7A + B7B + B7C - B7D).

Assets equal [(B8A - B3 Undeducted contributions) \* (1.0600 if applicable) - B8C).

(Excess of RPA Current Liability over Assets (unreduced by credit balance) as of valuation date. Liability attributable to benefit increases for HCE's due to amendments made or effective within last two years should not be considered.)

- \* Minimum contribution to avoid a funding deficiency may vary with interest on late quarterly contributions, if applicable.

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

F. VALUES

1. BEGINNING OF PLAN YEAR	#	RPA '94		
RETIRED PARTICIPANTS AND BENEFICIARIES RECEIVING PAYMENTS				
(i) VESTED			0	
(ii) TOTAL	0		0	
TERMINATED PARTICIPANTS				
(i) VESTED			686,610	
(ii) NON-VESTED			0	
(iii) TOTAL	13		686,610	
ACTIVE PARTICIPANTS				
(i) VESTED			3,577,418	
(ii) NON-VESTED			231,545	
(iii) TOTAL	93		3,808,963	
GRAND TOTALS				
(i) VESTED			4,264,028	
(ii) NON-VESTED			231,545	
(iii) TOTAL	106		4,495,573	
2. EXPECTED BENEFIT PAYMENTS			0	
3. EXPECTED CURRENT LIABILITY INCREASE AS OF 01/01/2007			370,963	
4. PRESENT VALUE OF VESTED BENEFITS FOR PBGC REQUIRED INTEREST RATE = 6.280%				
(i) RETIREES/BENEFICIARIES RECEIVING BENEFITS	0		0	
(ii) PARTICIPANTS NOT RECEIVING BENEFITS	106		4,569,060	
(iii) TOTAL	106		4,569,060	
5. ACTUARIAL EQUIVALENCE BASIS	#	VESTED	NON-VESTED	TOTAL
(i) ACTIVE	93	3,949,860	165,405	4,115,265
(ii) RETIRED	0	0	0	0
(iii) DEFERRED VESTED	13	672,330	0	672,330
(iv) POSTPONED RETIREMENT	0	0	0	0
(v) TERMINATED VESTED	0	0	0	0
(vi) TERMINATED NON-VESTED	0	0	0	0
(vii) INACTIVE	0	0	0	0
(viii) TOTAL	106	4,622,190	165,405	4,787,595
6. ENTRY AGE ACCRUED LIABILITY				7,296,345
7. 2007 FUNDING TARGET ATTAINMENT PERCENT				
From Sch B: $1(b)(2) + 9i + (9k - [9h * i]) - [9h * (1+i)] / [1(d)(2)(a) + 1(d)(2)(b)]$				43.500
i = .06				

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

G. AMORTIZATION BASES

DATE ESTABLISHED	INITIAL LIABILITY	4 1 2 B A S E S		BALANCE	REASON
		---AMORTIZATION---	AMOUNT		
-----	-----	YEARS	-----	-----	-----
12/31/05	\$5,841,205	30	\$400,337	\$5,689,002	INITIAL
TOTAL:	\$5,841,205		\$400,337	\$5,689,002	

1. LAST YEAR'S REMAINING UNFUNDED ACCRUED LIABILITY.....	\$5,697,606.00
2. LAST YEAR'S NORMAL COST.....	\$276,958.00
3. FUND CONTRIBUTION FOR LAST YEAR.....	\$691,281.00
4. INTEREST ON THE FUND CONTRIBUTION.....	\$20,909.00
5. INTEREST ON ITEM (1+2-3-4).....	\$315,742.00
6. TOTAL..... (1+2-3-4+5) .....	\$5,578,116.00
7. ADJUSTMENT DUE TO ACTUARIAL ASSUMPTION OR PLAN CHANGES.....	\$0.00
8. REMAINING UNFUNDED LIABILITY.....	\$5,578,116.00

H. EQUATION OF BALANCE

1. UNAMORTIZED BASES.....	\$5,689,002.00
2. CREDIT BALANCE.....(FUNDING DEFICIENCY).....	\$110,886.00
3. ACCUMULATED RECONCILIATION AMOUNT.....	\$0.00
4. UNFUNDED LIABILITY.....(1 - 2 - 3).....	\$5,578,116.00



ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

DATE ESTABLISHED	INITIAL LIABILITY	4 0 4    B A S E S		BALANCE	REASON
		---AMORTIZATION---	AMOUNT		
-----	-----	YEARS	-----	-----	-----
12/31/05	\$5,841,205	10	\$748,710	\$5,578,116	INITIAL
TOTAL:	\$5,841,205		\$748,710	\$5,578,116	

SCHEDULE B ACTUARIAL INFORMATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

Basic Information

1a	Actuarial valuation date:	12/31/2007	
b	Assets:		
	(1) Current value of assets		\$1,634,032
	(2) Actuarial value of assets for funding standard account		\$1,634,032
c	(1) Accrued liability for plans using immediate gain method		N/A
	(2) Information for plans using spread gain methods		
	(a) Unfunded liability for methods with bases		\$5,578,116
	(b) Accrued liability under the entry age normal method		\$7,296,345
	(c) Normal cost under the entry age normal method		\$301,137
d	Information on current liabilities of the plan:		
	(1) Amount excluded from current liability attributable to pre-participation service		\$0
	(2) "RPA '94" information:		
	(a) Current liability		\$4,754,968
	(b) Expected increase in current liability due to benefits accruing during the plan year		\$392,368
	(c) Current liability computed with highest allowable interest rate		\$4,746,658
	(d) Expected release from "RPA '94" current liability for the plan year		\$0
	(3) "OBRA '87" information:		
	(a) Current liability		N/A
	(b) Expected increase in current liability due to benefits accruing during the plan year		N/A
	(c) Expected release from "OBRA '87" current liability for the plan year		N/A
	(4) Expected plan disbursements for the plan year		\$0

2 Operational information as of the beginning of this plan year:

a Current value of the assets as reported on Form 5500, 5500-C/R, or 5500-EZ		\$1,550,915	
b "RPA '94" current liability:	Number	vested	Total
(1) For retired participants and beneficiaries receiving benefits	0	0	0
(2) For terminated vested participants	13	686,610	686,610
(3) For active participants	93	3,577,418	3,808,963
(4) Total	106	4,264,028	4,495,573

c Percentage of 2a divided by 2b(4), if less than 70% else N/A 34.50%

4 Quarterly contributions and liquidity shortfall(s):

a Plans other than multiemployer plans, enter funded current liability percentage for preceding year. 35.5%

2007 Funding Target Attainment Percent 43.5%

From Sch B:  $1(b)(2) + 9i + (9k - [9h * i]) - [9h * (1+i)] / [1(d)(2)(a) + 1(d)(2)(b)]$

i = .06

7 New amortization bases established in the current plan year:

Type of base	Initial Base	Amortization amount
--------------	--------------	---------------------

SCHEDULE B FUNDING STANDARD ACCOUNT FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

9 Funding standard account statement for this plan year

CHARGES TO FUNDING STANDARD ACCOUNT:

a	Prior year funding deficiency, if any		\$0
b	Employer's normal cost for the plan year as of valuation date		\$287,600
c	Amortization charges as of valuation date	Outstanding Balance	
	(1) All bases except funding waivers	(\$5,689,002)	\$400,337
	(2) Funding waivers	(\$0)	\$0
d	Interest as applicable on lines 9a, 9b, and 9c		\$0
e	Additional interest charge due to late quarterly contributions, if applicable		\$175
f	Additional funding charge for certain non-multiemployer plans with more than 100 participants, if applicable		\$0
g	Total charges. Add lines 9a through 9f		\$688,112

CREDITS TO FUNDING STANDARD ACCOUNT:

h	Prior year credit balance, if any		\$104,609
i	Employer contributions. Total from column (b) of line 3a		\$717,033
		Outstanding Balance	
j	Amortization credits as of valuation date	(\$0)	\$0
k	Interest as applicable to end of plan year on lines 9h, 9i, and 9j		\$27,964
l	Full funding limitation (FFL) and credits		
	(1) ERISA FFL accrued liability	\$6,074,336	
	(2) "OBRA '87" FFL (170% current liability FFL)	N/A	
	(3) "RPA '94" override (90% current liability FFL)	\$2,998,569	
	(4) FFL credit		\$0
m	(1) Waived funding deficiency		\$0
	(2) Other credits		\$0
n	Total credits. Add lines 9h through 9k, 9l(4), 9l(5), 9m(1) and 9m(2)		\$849,606
o	Credit balance: If line 9n is greater than line 9g, enter the difference		\$161,494
p	Funding deficiency: If line 9g is greater than line 9n, enter the difference		\$0

SCHEDULE B FUNDING STANDARD ACCOUNT FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2007 THROUGH 12/31/2007

- q Current year's accumulated reconciliation account:
- |   |     |
|---|-----|
| (1) Due to additional funding charges as of the beginning of the plan year  | \$0 |
| (2) Due to additional interest charges as of the beginning of the plan year | \$0 |
| (3) Due to waived funding deficiencies:                                     |     |
| (a) Reconciliation outstanding balance as of valuation date                 | \$0 |
| (b) Reconciliation amount. Line 9c(2) balance minus line 9q(3)(a)           | \$0 |
| (4) Total as of valuation date  | \$0 |
- 10 Contribution necessary to avoid an accumulated funding deficiency. Enter the amount in line 9p or the amount required under the alternative funding standard account if applicable \$0

(Interest on contributions made during the year based on simple interest)

Additional interest charge due to late quarterly contributions (item 9e) calculated to 09/15/2008.



America Counts on CPAs

**BACON & COMPANY, CPA'S, LLC**

875 Centerville Road  
Bldg. 3, Unit 10  
Warwick, RI 02886

Phone: 401-586-6565  
Fax: 401-826-1710

March 13, 2008

Ms. Karen L. Giebink  
Director of Administration and Finance  
Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

Dear Ms. Giebink:


I am providing you with a status on your recent request for audits of Narragansett Bay Commission's Non-union defined benefit and defined contribution pension plans. After our initial meeting to discuss the scope of the engagement, I expressed my concern about whether it would be appropriate to report and give an opinion on the pension plans in a separate stand-alone financial statement. At that time, I indicated to you that I would have to research the matter further to determine whether under Governmental Accounting Standards the pension plans meet the criteria of a pension trust fund. Narragansett Bay Commission is a governmental entity and is therefore subject to the pronouncement of the Governmental Accounting Standards Board (GASB).

Based on my review of the accounting standards, my inquiry to GASB's technical inquiry department and our discussions it appears that NBC's pension plans do not meet the criteria of a pension trust fund and should not be reported as a fiduciary fund in NBC's annual financial statement or as a separate stand-alone financial statement. The standards state that trust and agency funds are to be used solely to account for resources that are held by the government. A government is considered to be holding assets in connection with its fiduciary responsibilities if it performs the investment function or if the government has significant administrative involvement. NBC currently has a trustee and third party administrator for the pension plans, which perform the significant administrative functions.

The GASB standards that are applicable to NBC's pension plans are the required pension disclosures that currently appear in the footnotes to your annual audited financial statements.

If you have any questions, please feel free to call.

Sincerely,

  
Patricia A. Boucher CPA  
Audit Partner

<http://www.narrabay.com>

Raymond J. Marshall, P.E.  
Executive Director





6. The costs that NBC incurred for administration of its Defined Benefit Plan for the most recent calendar year; this would include:
- a. Actuary's cost. \$ 0
  - b. Audit cost. \$ 0
  - c. Consulting cost for legal and other services related to the plan.  
DB and DC Plan combined issues: \$ 2,667.50
  - d. Trustee's Cost. \$ 0
  - e. Third party administrator: \$8,150.

With respect to the other three items we offer the following:

1. The annual report from NBC's actuary on the Defined Benefit Plan.

See attached report from NBC's Third Party Administrator.

2. The annual audit report on the Defined Benefit Plan.

No audit is prepared.

3. The actuary's estimated cost of the Defined Benefit Plan for the prospective/current calendar year – if the actuary makes such an estimate for NBC.

The actuary does not provide such an estimate for the upcoming year rather the actuary determines the minimum and maximum contributions to the plan subsequent to the plan year end.

Sincerely,



Karen L. Giebink  
Director of Administration and Finance

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**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

---

**DECEMBER 31, 2008**

**ADMINISTRATIVE ANALYSIS**

**Contribution Information**

Contribution for the plan year beginning January 1, 2008 and ending December 31, 2008:

Minimum Required Contribution (net of 2008 credit):	\$ 628,955
Maximum Deductible Contribution:	\$1,148,512

There were contributions deposited throughout the plan year. The total contribution for the plan year was \$734,888.56.

Employee Contributions:	\$319,297.74
Employer Contributions:	\$415,590.82

The above minimum contribution for the 2008 plan year reflects a prior year credit balance of \$171,184.00 which was applied.

The total Minimum Required contribution on the report, exclusive of the credit balance, is \$800,139.00.

**Plan Document Information**

The Plan Document was amended effective January 1, 2007 under Article 1.26. An employee must work 1000 hours during the plan year to earn a "Period of Service" and a "Period of Participation." This amendment determines the projected Normal Retirement Benefit, Accrued Benefit and Vesting.

**Participant Information**

The following employees are new entrants to the plan:

[REDACTED]

The following employees received a distribution of their benefit in the plan:

[REDACTED]

**NARRAGANSETT BAY COMMISSION  
DEFINED BENEFIT PLAN**

**December 31, 2008**

**STATEMENT OF INCOME AND EXPENSES**

<b>BEGINNING BALANCE</b>		\$ 2,351,064.81
<b>INCOME:</b>		
Total Plan Contribution	\$ 734,888.56	
Total Gain/Loss	<u>(758,933.83)</u>	
<b>TOTAL INCOME</b>		(24,045.27)
<b>EXPENSES:</b>		
Participant Distributions		
P. Davidson	<u>\$ (4,648.05)</u>	
<b>TOTAL EXPENSES:</b>		<u>(4,648.05)</u>
<b>ENDING BALANCE</b>		<u><u>\$ 2,322,371.49</u></u>

**SUMMARY OF CONTRIBUTIONS**

<b>SOURCE:</b>	<u>Deposits as of Valuation Date</u>	<u>Receivable due as of Valuation Date</u>	<u>TOTAL</u>
<b>Employee Contributions</b>	\$ 319,297.74	\$ 0.00	\$ 319,297.74
<b>Employer Contributions</b>	<u>415,590.82</u>	<u>0.00</u>	<u>415,590.82</u>
<b>TOTAL PLAN CONTRIBUTION</b>	<u><u>\$ 734,888.56</u></u>	<u><u>\$ 0.00</u></u>	<u><u>\$ 734,888.56</u></u>

**STATEMENT OF ASSETS AND LIABILITIES**

<b>ASSETS</b>	
Nationwide	\$ 2,331,075.71
Receivable Contribution	<u>0.00</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 2,331,075.71</u></u>
<b>LIABILITIES</b>	
Participants Equity	\$ 2,322,371.49
Advanced Contribution	<u>8,704.22</u>
<b>TOTAL LIABILITIES</b>	<u><u>\$ 2,331,075.71</u></u>

NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

EMPLOYER ID NUMBER: 06-1471715

THREE-DIGIT PLAN NUMBER: 002

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

TYPE OF ENTITY      Corporation.

DATES                Effective-02/01/2005    Valuation-12/31/2008    Eligibility-12/31/2008    Year-end-12/31/2008

ELIGIBILITY        Minimum age- 21    Months of service- 12    Maximum age- None  
Age at last birthday.    Other ages at nearest birthday.  
Entry Age For Full Funding Limitation Calculation - as of date of hire.

HOURS REQUIRED FOR  
Eligibility - 1000            Benefit accrual - 1000            Vesting - 1000

PLAN ENTRY - January 1 of the year coincident with or following satisfaction of  
eligibility requirements.

RETIREMENT        NORMAL - First of month coincident with or following attainment of age 65, and  
completion of 5 years of participation.

EARLY - Upon attainment of age 62, and completion of 20 years of service.  
(100% Vested upon satisfaction of early retirement provisions).

AVERAGE COMPENSATION -- (retrospective salaries)

FUNDING - 3 Highest consecutive years of last 10 years.

ACCRUED BENEFIT - 3 Highest consecutive years of last 10 years.

PLAN BENEFITS

RETIREMENT--      1.000% of average monthly compensation multiplied by total years of service limited  
to 30 years.

415 Limits - Percent 100.00    Dollar -    \$15,417

Minimum benefit - None            Maximum benefit - None

Maximum 401(a)(17) compensation    \$230,000

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

NORMAL FORM            Life Annuity.

DEATH BENEFIT           Present value of accrued benefits.

ACCRUED BENEFIT        1.000% of average monthly compensation multiplied by total years of service limited  
to 30 years.

TERMINATION  
BENEFITS                100% vested in year 7, 0% vested in prior years.  
Service is calculated using all years of service.

CONTRIBUTIONS

EMPLOYEE REQUIRED -- 5.000% of total participants compensation.

EMPLOYEE VOLUNTARY -- None

ASSET VALUATION  
METHOD                Market value.



PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

PLAN ASSUMPTIONS

ACTUARIAL COST  
METHOD

Aggregate entry age normal with frozen initial liability.

PRE-RETIREMENT

INTEREST ASSUMED FOR DEPOSIT-- 6.000% Compounded annually

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.  
TURNOVER/DISABILITY-- T2 .  
COST OF VESTING -- Yes.  
SALARY SCALE -- Salaries assumed to increase at 3.500%  
per year.  
INTEGRATION LVL INCR- None.  
BACKWARD SALARY PROJ. Based on increases of average earnings

POST RETIREMENT

ANNUITY FACTORS BASED ON:

INTEREST -- 6.000%  
MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.  
EXPENSE LOAD -- None  
COST OF LIVING -- None  
LOAD FOR  
ANCILLARY BENEFITS -- None

\* PVB for inactives based on funding assumptions.

ASSUMPTIONS FOR PRESENT VALUE OF ACCRUED BENEFIT CALCULATIONS

PRE-RETIREMENT: INTEREST -- 6.000%  
MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.  
POST-RETIREMENT: INTEREST -- 6.000%  
MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

ASSUMPTIONS FOR "RPA '94" MINIMUM CURRENT LIABILITY CALCULATIONS

PRE-RETIREMENT: INTEREST -- 5.770%  
MORTALITY TABLE -- 2007 IRS Reg. 1.412(1)(7)-1 for Current  
Liability - Combined Table.  
POST-RETIREMENT: INTEREST -- 5.770%  
MORTALITY TABLE -- 2007 IRS Reg. 1.412(1)(7)-1 for Current  
Liability - Combined Table.

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

ASSUMPTIONS FOR 410(b)/401(a)(4) CALCULATIONS

PRE-RETIREMENT:	INTEREST --	7.500%
POST-RETIREMENT:	INTEREST --	7.500%
	MORTALITY TABLE --	1994 GROUP ANNUITY RESERVING Unisex Proj to 2002 male rates.

PERMISSIVELY AGGREGATED PLANS: Not Tested as Single Plan.

COMPENSATION: Use Current Compensation to calculate the  
Benefit Accrual Rate (Annual Method).

TESTING AGE: Normal Retirement Age.

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

A. VALUATION AS OF 12/31/2008

1. PRESENT VALUE OF BENEFITS.....	\$11,562,242.00
A. ACTIVE.....	\$10,483,356.00
B. RETIRED / LATE (POSTPONED) RETIREES.....	\$0.00
C. DEFERRED VESTED / VESTED TERMINEES.....	\$1,078,886.00
2. ASSETS.....	\$1,587,483.00
3. REMAINING UNFUNDED LIABILITY.....	\$5,434,801.00
4. PRESENT VALUE OF FUTURE NORMAL COST.....(1 - 2 - 3).....	\$4,539,958.00
5. PRESENT VALUE OF FUTURE COMPENSATION.....	\$71,306,840.00
6. CURRENT COMPENSATION.....	\$6,279,494.00
7. WEIGHTED AVERAGE TEMPORARY ANNUITY.....(5 / 6).....	11.3555
8. NORMAL COST.....(4 / 7).....	\$399,802.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

B. FULL FUNDING LIMITATION

---412---

---404---

1. A. ENTRY AGE ACCRUED LIABILITY.....	\$8,229,436.00	\$8,229,436.00
B. ENTRY AGE NORMAL COST.....	\$317,197.00	\$317,197.00
C. NET PREMIUMS.....	\$0.00	\$0.00
D. TOTAL.....	\$8,546,633.00	\$8,546,633.00
2. ASSETS.....	\$1,587,483.00	\$1,587,483.00
3. CREDIT BALANCE [412] / UNDEDUCTED CONTRIBUTIONS [404].....	\$171,184.00	\$0.00
4. NET ASSETS....(2-3).....	\$1,416,299.00	\$1,587,483.00
5. INTEREST ON (1D-4) TO END OF YEAR.....	\$0.00	\$0.00
6. FULL FUNDING LIMITATION 1 (NOT LESS THAN ZERO)...(1D-4+5).....	\$7,130,334.00	\$6,959,150.00

RPA '94 MINIMUM FULL FUNDING LIMITATION

7. A. RPA '94 CURRENT LIABILITY AS OF 01/01/2008.....	\$5,161,896.00	\$5,161,896.00
B. EXPECTED CURRENT LIABILITY INCREASE.....	\$464,059.00	\$464,059.00
C. INTEREST ON 7A AND 7B.....	\$324,618.00	\$324,618.00
D. EXPECTED BENEFIT PAYMENTS.....	\$0.00	\$0.00
E. .90 * (7A + 7B + 7C - 7D).....	\$5,355,516.00	\$5,355,516.00
8. A. ASSETS.....	\$1,587,483.00	\$1,587,483.00
B. INTEREST TO END OF YEAR.....	\$0.00	\$0.00
C. EXPECTED BENEFIT PAYMENTS.....	\$0.00	\$0.00
9. 412(C)(7)(E) FULL FUNDING LIMIT AMOUNT ITEMS 7E-(8A+8B-8C) .....	\$3,768,033.00	\$3,768,033.00
10. FULL FUNDING LIMITATION.....(GREATER OF 6 AND 9).....	\$7,130,334.00	\$6,959,150.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

C. ACCUMULATED FUNDING DEFICIENCY

1. PRIOR YEAR FUNDING DEFICIENCY.....	\$0.00
2. VALUATION NORMAL COST.....	\$399,802.00
3. AMORTIZATION CHARGES.....	\$400,337.00
4. INTEREST.....	\$0.00
5. ADDITIONAL FUNDING CHARGE.....	\$0.00
6. TOTAL CHARGES.....(1 + 2 + 3 + 4 + 5).....	\$800,139.00
7. AMORTIZATION CREDITS.....	\$0.00
8. INTEREST.....	\$0.00
9. TOTAL CREDITS.....(7 + 8).....	\$0.00
10. DEFICIENCY.....(IGNORING CREDIT BALANCE AND CONTRIBUTION FOR LAST YEAR).....(6 - 9).....	\$800,139.00
11. FULL FUNDING LIMITATION CREDIT (C10 - B10) NOT < 0.....	\$0.00

D. AMORTIZATION OF OBRA 87 FULL FUNDING LIMITATION CREDIT

NOT APPLICABLE

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

E. REQUIRED CONTRIBUTION	MINIMUM	MAXIMUM
1. NORMAL COST.....	\$399,802.00	\$399,802.00
2. AMORTIZATION CHARGES.....	\$400,337.00	\$748,710.00
3. PRIOR YEAR FUNDING DEFICIENCY.....	\$0.00	N/A
4. INTEREST.....	\$0.00	\$0.00
5. ADDITIONAL FUNDING CHARGE.....	\$0.00	N/A
6. TOTAL CHARGES.....(1 + 2 + 3 + 4 + 5).....	\$800,139.00	\$1,148,512.00
7. PRIOR YEAR CREDIT BALANCE.....	\$161,494.00	N/A
8. AMORTIZATION CREDITS.....	\$0.00	\$0.00
9. INTEREST.....	\$9,690.00	\$0.00
10. MISCELLANEOUS CREDITS FFL CREDIT.....	\$0.00	\$0.00
11. TOTAL CREDITS.....(7 + 8 + 9 + 10).....	\$171,184.00	\$0.00
12. REQUIRED CONTRIBUTION.....(6 - 11).....	\$628,955.00	\$1,148,512.00
13. CREDIT BALANCE ASSUMING NO CONTRIBUTION.....(11 - 6).....	\$0.00	\$0.00

14. UNFUNDED CURRENT LIABILITY (Not Less than Zero).....\$4,350,538.00  
Current Liability calculated under Code Section 404(a)(1)(F) election using 5.77% interest.  
Assets equal ([B8A - B3 Undeducted contributions] \* (1.060, if applicable) - B8C).

(Excess of 100% of RPA Current Liability over Valuation Assets (unreduced by credit balance) as of valuation date. Liability attributable to benefit increases for HCE's due to amendments made or effective within last two years are not considered. No regulation or other official guidance specifies the method for calculating the unfunded current liability under Code Section 404(a)(1)(D).)

- \* Minimum contribution to avoid a funding deficiency may vary with interest on late quarterly contributions, if applicable.



ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

F. VALUES

1. BEGINNING OF PLAN YEAR	#	RPA '94		
RETIRED PARTICIPANTS AND BENEFICIARIES RECEIVING PAYMENTS				
(i) VESTED			0	
(ii) TOTAL	0		0	
TERMINATED PARTICIPANTS				
(i) VESTED			1,082,051	
(ii) NON-VESTED			0	
(iii) TOTAL	17		1,082,051	
ACTIVE PARTICIPANTS				
(i) VESTED			3,912,424	
(ii) NON-VESTED			167,421	
(iii) TOTAL	97		4,079,845	
GRAND TOTALS				
(i) VESTED			4,994,475	
(ii) NON-VESTED			167,421	
(iii) TOTAL	114		5,161,896	
2. EXPECTED BENEFIT PAYMENTS			0	
3. EXPECTED CURRENT LIABILITY INCREASE AS OF 01/01/2008			464,059	
4. PRESENT VALUE OF VESTED BENEFITS FOR PBGC				
REQUIRED INTEREST RATE = 6.640%				
(i) RETIREES/BENEFICIARIES RECEIVING BENEFITS	0		0	
(ii) PARTICIPANTS NOT RECEIVING BENEFITS	114		5,124,427	
(iii) TOTAL	114		5,124,427	
5. ACTUARIAL EQUIVALENCE BASIS	#	VESTED	NON-VESTED	TOTAL
(i) ACTIVE	97	4,408,135	68,767	4,476,902
(ii) RETIRED	0	0	0	0
(iii) DEFERRED VESTED	17	1,078,886	0	1,078,886
(iv) POSTPONED RETIREMENT	0	0	0	0
(v) TERMINATED VESTED	0	0	0	0
(vi) TERMINATED NON-VESTED	0	0	0	0
(vii) INACTIVE	0	0	0	0
(viii) TOTAL	114	5,487,021	68,767	5,555,788
6. ENTRY AGE ACCRUED LIABILITY				8,229,436

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

G. AMORTIZATION BASES

DATE ESTABLISHED	INITIAL LIABILITY	4 1 2     B A S E S		BALANCE	REASON
		---AMORTIZATION---			
		YEARS	AMOUNT		
12/31/05	\$5,841,205	30	\$400,337	\$5,605,985	INITIAL
TOTAL:	\$5,841,205		\$400,337	\$5,605,985	

1. LAST YEAR'S REMAINING UNFUNDED ACCRUED LIABILITY.....	\$5,578,116.00
2. LAST YEAR'S NORMAL COST.....	\$287,600.00
3. FUND CONTRIBUTION FOR LAST YEAR.....	\$717,033.00
4. INTEREST ON THE FUND CONTRIBUTION.....	\$21,512.00
5. INTEREST ON ITEM (1+2-3-4).....	\$307,630.00
6. TOTAL..... (1+2-3-4+5) .....	\$5,434,801.00
7. ADJUSTMENT DUE TO ACTUARIAL ASSUMPTION OR PLAN CHANGES.....	\$0.00
8. REMAINING UNFUNDED LIABILITY.....	\$5,434,801.00

H. EQUATION OF BALANCE

1. UNAMORTIZED BASES.....	\$5,605,985.00
2. CREDIT BALANCE.....(FUNDING DEFICIENCY).....	\$171,184.00
3. ACCUMULATED RECONCILIATION AMOUNT.....	\$0.00
4. UNFUNDED LIABILITY.....(1 - 2 - 3).....	\$5,434,801.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

DATE ESTABLISHED	INITIAL LIABILITY	4 0 4     B A S E S		BALANCE	REASON
		-----AMORTIZATION-----			
-----	-----	YEARS	AMOUNT	-----	-----
12/31/05	\$5,841,205	10	\$748,710	\$5,434,801	INITIAL
TOTAL:	\$5,841,205		\$748,710	\$5,434,801	

SCHEDULE B ACTUARIAL INFORMATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

Basic Information

1a Actuarial valuation date: 12/31/2008

b Assets:

(1) Current value of assets	\$1,587,483
(2) Actuarial value of assets for funding standard account	\$1,587,483

c (1) Accrued liability for plans using immediate gain method

N/A

(2) Information for plans using spread gain methods

(a) Unfunded liability for methods with bases	\$5,434,801
(b) Accrued liability under the entry age normal method	\$8,229,436
(c) Normal cost under the entry age normal method	\$317,197

d Information on current liabilities of the plan:

(1) Amount excluded from current liability attributable to pre-participation service	\$0
--	-----

(2) "RPA '94" information:

(a) Current liability	\$5,459,737
(b) Expected increase in current liability due to benefits accruing during the plan year	\$490,835
(c) Current liability computed with highest allowable interest rate	\$5,325,795
(d) Expected release from "RPA '94" current liability for the plan year	\$0

(3) "OBRA '87" information:

(a) Current liability	N/A
(b) Expected increase in current liability due to benefits accruing during the plan year	N/A
(c) Expected release from "OBRA '87" current liability for the plan year	N/A

(4) Expected plan disbursements for the plan year	\$0
---	-----

2 Operational information as of the beginning of this plan year:

a Current value of the assets as reported on Form 5500, 5500-C/R, or 5500-EZ	\$2,351,065
--	-------------

b "RPA '94" current liability:

	Number	Vested	Total
--	--------	--------	-------

(1) For retired participants and beneficiaries receiving benefits	0	0	0
(2) For terminated vested participants	17	1,082,051	1,082,051
(3) For active participants	97	3,912,424	4,079,845
(4) Total	114	4,994,475	5,161,896

c Percentage of 2a divided by 2b(4), if less than 70% else N/A	45.55%
--	--------

4 Quarterly contributions and liquidity shortfall(s):

a Plans other than multiemployer plans, enter funded current liability percentage for preceding year.	100.0%
---	--------

7 New amortization bases established in the current plan year:

Type of base	Initial Base	Amortization amount
--------------	--------------	---------------------

SCHEDULE B FUNDING STANDARD ACCOUNT FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

9 Funding standard account statement for this plan year

CHARGES TO FUNDING STANDARD ACCOUNT:

a	Prior year funding deficiency, if any		\$0
b	Employer's normal cost for the plan year as of valuation date		\$399,802
c	Amortization charges as of valuation date	Outstanding Balance	
	(1) All bases except funding waivers	(\$5,605,985)	\$400,337
	(2) Funding waivers	(\$0)	\$0
d	Interest as applicable on lines 9a, 9b, and 9c		\$0
e	Additional interest charge due to late quarterly contributions, if applicable		\$0
f	Additional funding charge for certain non-multiemployer plans with more than 100 participants, if applicable		\$0
g	Total charges. Add lines 9a through 9f		\$800,139

CREDITS TO FUNDING STANDARD ACCOUNT:

h	Prior year credit balance, if any		\$161,494
i	Employer contributions. Total from column (b) of line 3a		\$743,593
j	Amortization credits as of valuation date	Outstanding Balance (\$0)	\$0
k	Interest as applicable to end of plan year on lines 9h, 9i, and 9j		\$32,181
l	Full funding limitation (FFL) and credits		
	(1) ERISA FFL accrued liability	\$7,130,334	
	(2) "OBRA '87" FFL (170% current liability FFL)	N/A	
	(3) "RPA '94" override (90% current liability FFL)	\$3,768,033	
	(4) FFL credit		\$0
m	(1) waived funding deficiency		\$0
	(2) Other credits		\$0
n	Total credits, Add lines 9h through 9k, 9l(4), 9l(5), 9m(1) and 9m(2)		\$937,268
o	Credit balance: If line 9n is greater than line 9g, enter the difference		\$137,129
p	Funding deficiency: If line 9g is greater than line 9n, enter the difference		\$0

SCHEDULE B FUNDING STANDARD ACCOUNT FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2008 THROUGH 12/31/2008

- q Current year's accumulated reconciliation account:
- |   |     |
|---|-----|
| (1) Due to additional funding charges as of the beginning of the plan year  | \$0 |
| (2) Due to additional interest charges as of the beginning of the plan year | \$0 |
| (3) Due to waived funding deficiencies:                                     |     |
| (a) Reconciliation outstanding balance as of valuation date                 | \$0 |
| (b) Reconciliation amount. Line 9c(2) balance minus line 9q(3)(a)           | \$0 |
| (4) Total as of valuation date  | \$0 |
- 10 Contribution necessary to avoid an accumulated funding deficiency. Enter the amount in line 9p or the amount required under the alternative funding standard account if applicable \$0

(Interest on contributions made during the year based on simple interest)

Additional interest charge due to late quarterly contributions (item 9e) calculated to 09/15/2009.





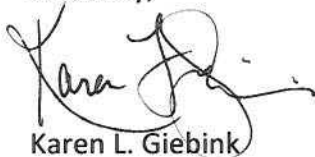
5. The total wages paid to non-union employees for the calendar year per the General Ledger (which includes accruals) were \$7,853,005.35.
6. The costs that NBC incurred for administration of its Defined Benefit Plan for the most recent calendar year; this would include:
  - a. Actuary's cost. \$ 0
  - b. Audit cost. \$ 0
  - c. Consulting cost for legal and other services related to the plan.  
\$ 6,520.
  - d. Trustee's Cost. \$ 0
  - e. Third party administrator: \$9,500.

With respect to the other three items we offer the following:

1. The annual report from NBC's actuary on the Defined Benefit Plan.  
  
See attached report from NBC's Third Party Administrator.
2. The annual audit report on the Defined Benefit Plan.  
  
No audit is prepared.
3. The actuary's estimated cost of the Defined Benefit Plan for the prospective/current calendar year – if the actuary makes such an estimate for NBC.

The actuary does not provide such and estimate for the upcoming year rather the actuary determines the minimum and maximum contributions to the plan subsequent to the plan year end.

Sincerely,



Karen L. Giebink

Director of Administration and Finance

**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

**DECEMBER 31, 2009**

---

**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

---

*DECEMBER 31, 2009*

**ADMINISTRATIVE ANALYSIS**

**Contribution Information**

Contribution for the plan year beginning January 1, 2009 and ending December 31, 2009:

Minimum Required Contribution (net of 2009 credit):	\$ 640,281
Maximum Deductible Contribution:	\$1,134,011

There were contributions deposited throughout the plan year. The total contribution for the plan year was \$787,898.45.

Employee Contributions:	\$335,197.37
Employer Contributions:	\$452,701.13

The above minimum contribution for the 2009 plan year reflects a prior year credit balance of \$145,357.00 which was applied.

The total Minimum Required contribution on the report, exclusive of the credit balance, is \$785,638.00.

**Plan Document Information**

The Plan Document was amended effective January 1, 2007 under Article 1.26. An employee must work 1000 hours during the plan year to earn a "Period of Service" and a "Period of Participation." This amendment determines the projected Normal Retirement Benefit, Accrued Benefit and Vesting.

**Participant Information**

The following employees are new entrants to the plan:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

There were no distributions during the plan year.

**Distribution Information**

Effective February 1, 2010 eligible participants may commence their accrued retirement benefit.

The following participants will be eligible to begin receiving their retirement benefits in 2010.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Those denoted with an asterisk (\*) have already submitted their distribution paperwork.

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

TYPE OF ENTITY      Corporation.

DATES                Effective-02/01/2005    Valuation-12/31/2009    Eligibility-12/31/2009    Year-end-12/31/2009

ELIGIBILITY        Minimum age- 21    Months of service- 12    Maximum age- None  
                         Age at last birthday.    Other ages at nearest birthday.  
                         Entry Age For Full Funding Limitation Calculation - as of date of hire.

                         HOURS REQUIRED FOR  
                         Eligibility - 1000            Benefit accrual - 1000            Vesting - 1000

                         PLAN ENTRY - January 1 of the year coincident with or following satisfaction of  
                         eligibility requirements.

RETIREMENT        NORMAL - First of month coincident with or following attainment of age 65, and  
                         completion of 5 years of participation.

                         EARLY - Upon attainment of age 62, and completion of 20 years of service.  
                         (100% Vested upon satisfaction of early retirement provisions).

AVERAGE COMPENSATION -- (retrospective salaries)

                         FUNDING - 3 Highest consecutive years of last 10 years.  
                         ACCRUED BENEFIT - 3 Highest consecutive years of last 10 years.

PLAN BENEFITS

RETIREMENT--      1.000% of average monthly compensation multiplied by total years of service limited  
                         to 30 years.

                         415 Limits - Percent 100.00    Dollar -    \$16,250

                         Minimum benefit - None            Maximum benefit - None

                         Maximum 401(a)(17) compensation    \$245,000

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

NORMAL FORM	Life Annuity.
DEATH BENEFIT	Present value of accrued benefits.
ACCRUED BENEFIT	1.000% of average monthly compensation multiplied by total years of service limited to 30 years.
TERMINATION BENEFITS	100% vested in year 7, 0% vested in prior years. Service is calculated using all years of service.
CONTRIBUTIONS	EMPLOYEE REQUIRED -- 5.000% of total participants compensation.  EMPLOYEE VOLUNTARY -- None
ASSET VALUATION METHOD	Market value.



PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

PLAN ASSUMPTIONS

ACTUARIAL COST METHOD Aggregate entry age normal with frozen initial liability.

PRE-RETIREMENT INTEREST ASSUMED FOR DEPOSIT-- 6.000% Compounded annually

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

TURNOVER/DISABILITY-- T2 .

COST OF VESTING -- Yes.

SALARY SCALE -- Salaries assumed to increase at 3.500% per year.

INTEGRATION LVL INCR- None.

BACKWARD SALARY PROJ. Based on increases of average earnings

POST RETIREMENT ANNUITY FACTORS BASED ON:

INTEREST -- 6.000%

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

EXPENSE LOAD -- None

COST OF LIVING -- None

LOAD FOR

ANCILLARY BENEFITS -- None

\* PVB for inactives based on funding assumptions.

ASSUMPTIONS FOR PRESENT VALUE OF ACCRUED BENEFIT CALCULATIONS

PRE-RETIREMENT: INTEREST -- 6.000%  
MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

POST-RETIREMENT: INTEREST -- 6.000%  
MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

ASSUMPTIONS FOR "RPA '94" MINIMUM CURRENT LIABILITY CALCULATIONS

PRE-RETIREMENT: INTEREST -- 5.770%  
MORTALITY TABLE -- 2007 IRS Reg. 1.412(1)(7)-1 for Current Liability - Combined Table.

POST-RETIREMENT: INTEREST -- 5.770%  
MORTALITY TABLE -- 2007 IRS Reg. 1.412(1)(7)-1 for Current Liability - Combined Table.

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

ASSUMPTIONS FOR 410(b)/401(a)(4) CALCULATIONS

PRE-RETIREMENT:	INTEREST --	7.500%
POST-RETIREMENT:	INTEREST --	7.500%
	MORTALITY TABLE --	1994 GROUP ANNUITY RESERVING Unisex Proj to 2002 male rates.

PERMISSIVELY AGGREGATED PLANS: Not Tested as Single Plan.

COMPENSATION: Use Current Compensation to calculate the  
Benefit Accrual Rate (Annual Method).

TESTING AGE: Normal Retirement Age.

**NARRAGANSETT BAY COMMISSION  
DEFINED BENEFIT PLAN**

**December 31, 2009**

**STATEMENT OF INCOME AND EXPENSES**

<b>BEGINNING BALANCE</b>		\$ 2,322,371.49
<b>INCOME:</b>		
Total Plan Contribution	\$ 787,898.45	
Total Gain/Loss	<u>530,911.05</u>	
<b>TOTAL INCOME</b>		1,318,809.50
<b>EXPENSES:</b>		
<b>TOTAL EXPENSES:</b>		<u>0.00</u>
<b>ENDING BALANCE</b>		<u><u>\$ 3,641,180.99</u></u>

**SUMMARY OF CONTRIBUTIONS**

<b>SOURCE:</b>	<b>Deposits as of Valuation Date</b>	<b>Receivable due as of Valuation Date</b>	<b>TOTAL</b>
Employee Contributions	\$ 335,197.32	\$ 0.00	\$ 335,197.32
Employer Contributions	<u>452,701.13</u>	<u>0.00</u>	<u>452,701.13</u>
<b>TOTAL PLAN CONTRIBUTION</b>	<u><u>\$ 787,898.45</u></u>	<u><u>\$ 0.00</u></u>	<u><u>\$ 787,898.45</u></u>

**STATEMENT OF ASSETS AND LIABILITIES**

<b>ASSETS</b>	
Nationwide	<u>\$ 3,641,180.99</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 3,641,180.99</u></u>
<b>LIABILITIES</b>	
Participants Equity	<u>\$ 3,641,180.99</u>
<b>TOTAL LIABILITIES</b>	<u><u>\$ 3,641,180.99</u></u>

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

A. VALUATION AS OF 12/31/2009

1. PRESENT VALUE OF BENEFITS.....	\$12,432,260.00
A. ACTIVE.....	\$11,205,345.00
B. RETIRED / LATE (POSTPONED) RETIREES.....	\$0.00
C. DEFERRED VESTED / VESTED TERMINEES.....	\$1,226,915.00
2. ASSETS.....	\$2,853,283.00
3. REMAINING UNFUNDED LIABILITY.....	\$5,372,630.00
4. PRESENT VALUE OF FUTURE NORMAL COST.....(1 - 2 - 3).....	\$4,206,347.00
5. PRESENT VALUE OF FUTURE COMPENSATION.....	\$72,015,047.00
6. CURRENT COMPENSATION.....	\$6,596,574.00
7. WEIGHTED AVERAGE TEMPORARY ANNUITY.....(5 / 6).....	10.9170
8. NORMAL COST.....(4 / 7).....	\$385,301.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

B. FULL FUNDING LIMITATION	---412---	---404---
1. A. ENTRY AGE ACCRUED LIABILITY.....	\$9,084,433.00	\$9,084,433.00
B. ENTRY AGE NORMAL COST.....	\$326,195.00	\$326,195.00
C. NET PREMIUMS.....	\$0.00	\$0.00
D. TOTAL.....	\$9,410,628.00	\$9,410,628.00
2. ASSETS.....	\$2,853,283.00	\$2,853,283.00
3. CREDIT BALANCE [412] / UNDEDUCTED CONTRIBUTIONS [404].....	\$145,357.00	\$0.00
4. NET ASSETS....(2-3).....	\$2,707,926.00	\$2,853,283.00
5. INTEREST ON (1D-4) TO END OF YEAR.....	\$0.00	\$0.00
6. FULL FUNDING LIMITATION 1 (NOT LESS THAN ZERO)...(1D-4+5).....	\$6,702,702.00	\$6,557,345.00
RPA '94 MINIMUM FULL FUNDING LIMITATION		
7. A. RPA '94 CURRENT LIABILITY AS OF 01/01/2009.....	\$5,978,886.00	\$5,978,886.00
B. EXPECTED CURRENT LIABILITY INCREASE.....	\$506,855.00	\$506,855.00
C. INTEREST ON 7A AND 7B.....	\$374,227.00	\$374,227.00
D. EXPECTED BENEFIT PAYMENTS.....	\$0.00	\$0.00
E. .90 * (7A + 7B + 7C - 7D).....	\$6,173,971.00	\$6,173,971.00
8. A. ASSETS.....	\$2,853,283.00	\$2,853,283.00
B. INTEREST TO END OF YEAR.....	\$0.00	\$0.00
C. EXPECTED BENEFIT PAYMENTS.....	\$0.00	\$0.00
9. 412(C)(7)(E) FULL FUNDING LIMIT AMOUNT		
ITEMS 7E-(8A+8B-8C) .....	\$3,320,688.00	\$3,320,688.00
10. FULL FUNDING LIMITATION.....(GREATER OF 6 AND 9).....	\$6,702,702.00	\$6,557,345.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

C. ACCUMULATED FUNDING DEFICIENCY

1. PRIOR YEAR FUNDING DEFICIENCY.....	\$0.00
2. VALUATION NORMAL COST.....	\$385,301.00
3. AMORTIZATION CHARGES.....	\$400,337.00
4. INTEREST.....	\$0.00
5. ADDITIONAL FUNDING CHARGE.....	\$0.00
6. TOTAL CHARGES.....(1 + 2 + 3 + 4 + 5).....	\$785,638.00
7. AMORTIZATION CREDITS.....	\$0.00
8. INTEREST.....	\$0.00
9. TOTAL CREDITS.....(7 + 8).....	\$0.00
10. DEFICIENCY.....(IGNORING CREDIT BALANCE AND CONTRIBUTION FOR LAST YEAR).....(6 - 9).....	\$785,638.00
11. FULL FUNDING LIMITATION CREDIT (C10 - B10) NOT < 0.....	\$0.00

D. AMORTIZATION OF OBRA 87 FULL FUNDING LIMITATION CREDIT

NOT APPLICABLE



ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

E. REQUIRED CONTRIBUTION	MINIMUM	MAXIMUM
1. NORMAL COST.....	\$385,301.00	\$385,301.00
2. AMORTIZATION CHARGES.....	\$400,337.00	\$748,710.00
3. PRIOR YEAR FUNDING DEFICIENCY.....	\$0.00	N/A
4. INTEREST.....	\$0.00	\$0.00
5. ADDITIONAL FUNDING CHARGE.....	\$0.00	N/A
6. TOTAL CHARGES.....(1 + 2 + 3 + 4 + 5).....	\$785,638.00	\$1,134,011.00
7. PRIOR YEAR CREDIT BALANCE.....	\$137,129.00	N/A
8. AMORTIZATION CREDITS.....	\$0.00	\$0.00
9. INTEREST.....	\$8,228.00	\$0.00
10. MISCELLANEOUS CREDITS FFL CREDIT.....	\$0.00	\$0.00
11. TOTAL CREDITS.....(7 + 8 + 9 + 10).....	\$145,357.00	\$0.00
12. REQUIRED CONTRIBUTION.....(6 - 11).....	\$640,281.00	\$1,134,011.00
13. CREDIT BALANCE ASSUMING NO CONTRIBUTION.....(11 - 6).....	\$0.00	\$0.00

14. UNFUNDED CURRENT LIABILITY (Not Less than Zero).....\$3,994,383.00  
 Current Liability calculated under Code Section 404(a)(1)(F) election using 5.77% interest.  
 Assets equal ([B8A - B3 Undeducted contributions] \* (1.060, if applicable) - B8C).

(Excess of 100% of RPA Current Liability over Valuation Assets (unreduced by credit balance) as of valuation date. Liability attributable to benefit increases for HCE's due to amendments made or effective within last two years are not considered. No regulation or other official guidance specifies the method for calculating the unfunded current liability under Code Section 404(a)(1)(D).)

- \* Minimum contribution to avoid a funding deficiency may vary with interest on late quarterly contributions, if applicable.

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

F. VALUES

1. BEGINNING OF PLAN YEAR	#	RPA '94		
RETIRED PARTICIPANTS AND BENEFICIARIES RECEIVING PAYMENTS				
(i) VESTED			0	
(ii) TOTAL	0		0	
TERMINATED PARTICIPANTS				
(i) VESTED			1,230,014	
(ii) NON-VESTED			0	
(iii) TOTAL	19		1,230,014	
ACTIVE PARTICIPANTS				
(i) VESTED			4,677,953	
(ii) NON-VESTED			70,919	
(iii) TOTAL	101		4,748,872	
GRAND TOTALS				
(i) VESTED			5,907,967	
(ii) NON-VESTED			70,919	
(iii) TOTAL	120		5,978,886	
2. EXPECTED BENEFIT PAYMENTS			0	
3. EXPECTED CURRENT LIABILITY INCREASE AS OF 01/01/2009			506,855	
4. PRESENT VALUE OF VESTED BENEFITS FOR PBGC				
REQUIRED INTEREST RATE = 7.220%				
(i) RETIREES/BENEFICIARIES RECEIVING BENEFITS	0		0	
(ii) PARTICIPANTS NOT RECEIVING BENEFITS	120		5,493,500	
(iii) TOTAL	120		5,493,500	
5. ACTUARIAL EQUIVALENCE BASIS	#	VESTED	NON-VESTED	TOTAL
(i) ACTIVE	101	5,161,390	42,028	5,203,418
(ii) RETIRED	0	0	0	0
(iii) DEFERRED VESTED	19	1,226,918	0	1,226,918
(iv) POSTPONED RETIREMENT	0	0	0	0
(v) TERMINATED VESTED	0	0	0	0
(vi) TERMINATED NON-VESTED	0	0	0	0
(vii) INACTIVE	0	0	0	0
(viii) TOTAL	120	6,388,308	42,028	6,430,336
6. ENTRY AGE ACCRUED LIABILITY				9,084,433

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

G. AMORTIZATION BASES

DATE ESTABLISHED	INITIAL LIABILITY	4 1 2     B A S E S		BALANCE	REASON
		-----AMORTIZATION-----	AMOUNT		
-----	-----	YEARS	-----	-----	-----
12/31/05	\$5,841,205	30	\$400,337	\$5,517,987	INITIAL
TOTAL:	\$5,841,205		\$400,337	\$5,517,987	

1. LAST YEAR'S REMAINING UNFUNDED ACCRUED LIABILITY.....	\$5,434,801.00
2. LAST YEAR'S NORMAL COST.....	\$399,802.00
3. FUND CONTRIBUTION FOR LAST YEAR.....	\$743,593.00
4. INTEREST ON THE FUND CONTRIBUTION.....	\$22,491.00
5. INTEREST ON ITEM (1+2-3-4).....	\$304,111.00
6. TOTAL..... (1+2-3-4+5) .....	\$5,372,630.00
7. ADJUSTMENT DUE TO ACTUARIAL ASSUMPTION OR PLAN CHANGES.....	\$0.00
8. REMAINING UNFUNDED LIABILITY.....	\$5,372,630.00

H. EQUATION OF BALANCE

1. UNAMORTIZED BASES.....	\$5,517,987.00
2. CREDIT BALANCE.....(FUNDING DEFICIENCY).....	\$145,357.00
3. ACCUMULATED RECONCILIATION AMOUNT.....	\$0.00
4. UNFUNDED LIABILITY.....(1 - 2 - 3).....	\$5,372,630.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2009 THROUGH 12/31/2009

DATE ESTABLISHED	INITIAL LIABILITY	4 0 4     B A S E S		BALANCE	REASON
		-----AMORTIZATION-----			
-----	-----	YEARS	AMOUNT	-----	-----
12/31/05	\$5,841,205	10	\$748,710	\$5,372,630	INITIAL
TOTAL:	\$5,841,205		\$748,710	\$5,372,630	



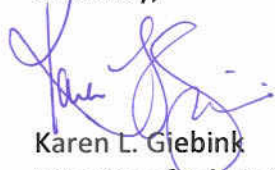
Minor language changes to reflect comments from IRS during Determination Letter review process. Elimination of the DROP provision and participation post NRA.

5. The total wages paid to non-union employees for the calendar year per the General Ledger (which includes accruals) were \$7,853,005.35.
6. The costs that NBC incurred for administration of its Defined Benefit Plan for the most recent calendar year; this would include:
  - a. Actuary's cost. \$ 0
  - b. Audit cost. \$ 0
  - c. Consulting cost for legal and other services related to the plan.  
\$ 6,520
  - d. Trustee's Cost. \$ 0
  - e. Third party administrator: \$6,550.

With respect to the other three items we offer the following:

1. The annual report from NBC's actuary on the Defined Benefit Plan.  
  
See attached report from NBC's Third Party Administrator.
2. The annual audit report on the Defined Benefit Plan.  
  
No audit is prepared.
3. The actuary's estimated cost of the Defined Benefit Plan for the prospective/current calendar year – if the actuary makes such an estimate for NBC.  
  
The actuary does not provide such and estimate for the upcoming year rather the actuary determines the minimum and maximum contributions to the plan subsequent to the plan year end.

Sincerely,



Karen L. Giebink  
Director of Administration and Finance

**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

**DECEMBER 31, 2010**



**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

**DECEMBER 31, 2010**

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**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

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*DECEMBER 31, 2010*

COMMENTARY

This report was prepared based upon information provided by representatives of Narragansett Bay Commission. Abacus Benefit Consultants, Inc. relied upon the accuracy of the information submitted in the application of the required benefit calculations and to determine the normal cost of the plan. We believe the results of the administration process to be accurate and complete.

**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

*DECEMBER 31, 2010*

**ADMINISTRATIVE ANALYSIS**

**Contribution Information**

Contribution for the plan year beginning January 1, 2010 and ending December 31, 2010:

Minimum Required Contribution (net of 2009 credit):	\$ 577,959
Maximum Deductible Contribution:	\$1,108,067

There were contributions deposited throughout the plan year. The total contribution for the plan year was \$803,413.83.

Employee Contributions:	\$344,951.92
Employer Contributions:	\$458,461.91

The above minimum contribution for the 2010 plan year reflects a prior year credit balance of \$181,735.00 which was applied.

The total Minimum Required contribution on the report, exclusive of the credit balance, is \$759,694.00.

**Plan Document Information**

The Plan Document was amended effective January 1, 2007 under Article 1.26. An employee must work 1000 hours during the plan year to earn a "Period of Service" and a "Period of Participation." This amendment determines the projected Normal Retirement Benefit, Accrued Benefit and Vesting.

**Participant Information**

The following employees are new entrants to the plan:

[REDACTED]

**Distribution Information**

Effective February 1, 2010 eligible participants may commence their accrued retirement benefit.

The following participants began receiving their retirement benefits in 2010:

[REDACTED] (\$1,399.28 mthly)	[REDACTED] (\$591.26)
[REDACTED] (\$784.29)	[REDACTED] (\$482.78)
[REDACTED] (\$217.84)	[REDACTED] (\$488.21)
[REDACTED] (\$958.14)	[REDACTED] (\$1,873.90)

The following participants are eligible to begin receiving their retirement benefits in 2011:

[REDACTED] (1/1/11)	[REDACTED] (1/1/11)
[REDACTED] (6/1/11)	

FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

Maximum 401(a)(17) compensation \$245,000

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

NORMAL FORM	Life Annuity.
DEATH BENEFIT	Present value of accrued benefits.
ACCRUED BENEFIT	1.000% of average monthly compensation multiplied by total years of service limited to 30 years.
TERMINATION BENEFITS	100% vested in year 7, 0% vested in prior years. Service is calculated using all years of service.
CONTRIBUTIONS	
	EMPLOYEE REQUIRED -- 5.000% of total participants compensation.
	EMPLOYEE VOLUNTARY -- None
ASSET VALUATION METHOD	Market value.

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

PLAN ASSUMPTIONS

ACTUARIAL COST  
METHOD

Aggregate entry age normal with frozen initial liability.

PRE-RETIREMENT

INTEREST ASSUMED FOR DEPOSIT-- 6.000% Compounded annually

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

TURNOVER/DISABILITY-- T2 .

COST OF VESTING -- Yes.

SALARY SCALE -- Salaries assumed to increase at 3.500%  
per year.

INTEGRATION LVL INCR- None.

BACKWARD SALARY PROJ. Based on increases of average earnings

POST RETIREMENT

ANNUITY FACTORS BASED ON:

INTEREST -- 6.000%

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

EXPENSE LOAD -- None

COST OF LIVING -- None

LOAD FOR

ANCILLARY BENEFITS -- None

\* PVB for inactives based on funding assumptions.

ASSUMPTIONS FOR PRESENT VALUE OF ACCRUED BENEFIT CALCULATIONS

PRE-RETIREMENT:

INTEREST -- 6.000%

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

POST-RETIREMENT:

INTEREST -- 6.000%

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

ASSUMPTIONS FOR "RPA '94" MINIMUM CURRENT LIABILITY CALCULATIONS

PRE-RETIREMENT:

INTEREST -- 5.770%

MORTALITY TABLE -- 2007 IRS Reg. 1.412(1)(7)-1 for Current  
Liability - Combined Table.

POST-RETIREMENT:

INTEREST -- 5.770%

MORTALITY TABLE -- 2007 IRS Reg. 1.412(1)(7)-1 for Current  
Liability - Combined Table.

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

ASSUMPTIONS FOR 410(b)/401(a)(4) CALCULATIONS

PRE-RETIREMENT:	INTEREST --	7.500%
POST-RETIREMENT:	INTEREST --	7.500%
	MORTALITY TABLE --	1994 GROUP ANNUITY RESERVING Unisex Proj to 2002 male rates.

PERMISSIVELY AGGREGATED PLANS: Not Tested as Single Plan.

COMPENSATION: Use Current Compensation to calculate the  
Benefit Accrual Rate (Annual Method).

TESTING AGE: Normal Retirement Age.



**NARRAGANSETT BAY COMMISSION  
DEFINED BENEFIT PLAN**

**December 31, 2010**

**STATEMENT OF INCOME AND EXPENSES**

<b>BEGINNING BALANCE</b>		<b>\$ 3,641,180.99</b>
<b>INCOME:</b>		
Total Plan Contribution	\$ 803,413.83	
Total Gain/Loss	<u>486,178.77</u>	
<b>TOTAL INCOME</b>		<b>1,289,592.60</b>
<b>EXPENSES:</b>		
Participant Distributions	<u>\$ (68,414.20)</u>	
<b>TOTAL EXPENSES:</b>		<u>(68,414.20)</u>
<b>ENDING BALANCE</b>		<u><u>\$ 4,862,359.39</u></u>

**SUMMARY OF CONTRIBUTIONS**

<b>SOURCE:</b>	<b>Deposits as of Valuation Date</b>	<b>Receivable due as of Valuation Date</b>	<b>TOTAL</b>
Employee Contributions	\$ 344,951.92	\$ 0.00	\$ 344,951.92
Employer Contributions	<u>458,461.91</u>	<u>0.00</u>	<u>458,461.91</u>
<b>TOTAL PLAN CONTRIBUTION</b>	<u><u>\$ 803,413.83</u></u>	<u><u>\$ 0.00</u></u>	<u><u>\$ 803,413.83</u></u>

**STATEMENT OF ASSETS AND LIABILITIES**

<b>ASSETS</b>	
Nationwide	<u>\$ 4,862,359.39</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 4,862,359.39</u></u>
<b>LIABILITIES</b>	
Participants Equity	<u>\$ 4,862,359.39</u>
<b>TOTAL LIABILITIES</b>	<u><u>\$ 4,862,359.39</u></u>

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

A. VALUATION AS OF 12/31/2010

1. PRESENT VALUE OF BENEFITS.....	\$13,133,535.00
A. ACTIVE.....	\$11,391,716.00
B. RETIRED / LATE (POSTPONED) RETIREES.....	\$856,349.00
C. DEFERRED VESTED / VESTED TERMINEES.....	\$885,470.00
2. ASSETS.....	\$4,058,945.00
3. REMAINING UNFUNDED LIABILITY.....	\$5,242,974.00
4. PRESENT VALUE OF FUTURE NORMAL COST.....(1 - 2 - 3).....	\$3,831,616.00
5. PRESENT VALUE OF FUTURE COMPENSATION.....	\$71,088,116.00
6. CURRENT COMPENSATION.....	\$6,667,172.00
7. WEIGHTED AVERAGE TEMPORARY ANNUITY.....(5 / 6).....	10.6624
8. NORMAL COST.....(4 / 7).....	\$359,357.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

B. FULL FUNDING LIMITATION

---412---

---404---

1. A. ENTRY AGE ACCRUED LIABILITY.....	\$9,871,087.00	\$9,871,087.00
B. ENTRY AGE NORMAL COST.....	\$329,591.00	\$329,591.00
C. NET PREMIUMS.....	\$0.00	\$0.00
D. TOTAL.....	\$10,200,678.00	\$10,200,678.00
2. ASSETS.....	\$4,058,945.00	\$4,058,945.00
3. CREDIT BALANCE [412] / UNDEDUCTED CONTRIBUTIONS [404].....	\$181,735.00	\$0.00
4. NET ASSETS....(2-3).....	\$3,877,210.00	\$4,058,945.00
5. INTEREST ON (1D-4) TO END OF YEAR.....	\$0.00	\$0.00
6. FULL FUNDING LIMITATION 1 (NOT LESS THAN ZERO)...(1D-4+5).....	\$6,323,468.00	\$6,141,733.00

RPA '94 MINIMUM FULL FUNDING LIMITATION

7. A. RPA '94 CURRENT LIABILITY AS OF 01/01/2010.....	\$6,898,340.00	\$6,898,340.00
B. EXPECTED CURRENT LIABILITY INCREASE.....	\$485,181.00	\$485,181.00
C. INTEREST ON 7A AND 7B.....	\$426,029.00	\$426,029.00
D. EXPECTED BENEFIT PAYMENTS.....	\$86,336.00	\$86,336.00
E. .90 * (7A + 7B + 7C - 7D).....	\$6,950,892.00	\$6,950,892.00
8. A. ASSETS.....	\$4,058,945.00	\$4,058,945.00
B. INTEREST TO END OF YEAR.....	\$0.00	\$0.00
C. EXPECTED BENEFIT PAYMENTS.....	\$0.00	\$0.00
9. 412(c)(7)(E) FULL FUNDING LIMIT AMOUNT ITEMS 7E-(8A+8B-8C) .....	\$2,891,947.00	\$2,891,947.00
10. FULL FUNDING LIMITATION.....(GREATER OF 6 AND 9).....	\$6,323,468.00	\$6,141,733.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

E. REQUIRED CONTRIBUTION	MINIMUM	MAXIMUM
1. NORMAL COST.....	\$359,357.00	\$359,357.00
2. AMORTIZATION CHARGES.....	\$400,337.00	\$748,710.00
3. PRIOR YEAR FUNDING DEFICIENCY.....	\$0.00	N/A
4. INTEREST.....	\$0.00	\$0.00
5. ADDITIONAL FUNDING CHARGE.....	\$0.00	N/A
6. TOTAL CHARGES.....(1 + 2 + 3 + 4 + 5).....	\$759,694.00	\$1,108,067.00
7. PRIOR YEAR CREDIT BALANCE.....	\$171,448.00	N/A
8. AMORTIZATION CREDITS.....	\$0.00	\$0.00
9. INTEREST.....	\$10,287.00	\$0.00
10. MISCELLANEOUS CREDITS FFL CREDIT.....	\$0.00	\$0.00
11. TOTAL CREDITS.....(7 + 8 + 9 + 10).....	\$181,735.00	\$0.00
12. REQUIRED CONTRIBUTION.....(6 - 11).....	\$577,959.00	\$1,108,067.00
13. CREDIT BALANCE ASSUMING NO CONTRIBUTION.....(11 - 6).....	\$0.00	\$0.00
14. UNFUNDED CURRENT LIABILITY (Not Less than Zero).....	\$3,671,993.00	
Current Liability calculated under Code Section 404(a)(1)(F) election using 5.77% interest. Assets equal ([B8A - B3 Undeducted contributions] * (1.060, if applicable) - B8C).		
(Excess of 100% of RPA Current Liability over Valuation Assets (unreduced by credit balance) as of Valuation date. Liability attributable to benefit increases for HCE's due to amendments made or effective within last two years are not considered. No regulation or other official guidance specifies the method for calculating the unfunded current liability under Code Section 404(a)(1)(b).)		

\* Minimum contribution to avoid a funding deficiency may vary with interest on late quarterly contributions, if applicable.

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

F. VALUES

1. BEGINNING OF PLAN YEAR	#	RPA '94		
RETIRED PARTICIPANTS AND BENEFICIARIES RECEIVING PAYMENTS				
(i) VESTED		892,550		
(ii) TOTAL	8	892,550		
TERMINATED PARTICIPANTS				
(i) VESTED		910,689		
(ii) NON-VESTED		0		
(iii) TOTAL	17	910,689		
ACTIVE PARTICIPANTS				
(i) VESTED		5,052,147		
(ii) NON-VESTED		42,954		
(iii) TOTAL	99	5,095,101		
GRAND TOTALS				
(i) VESTED		6,855,386		
(ii) NON-VESTED		42,954		
(iii) TOTAL	124	6,898,340		
2. EXPECTED BENEFIT PAYMENTS		83,948		
3. EXPECTED CURRENT LIABILITY INCREASE AS OF 01/01/2010		485,181		
4. PRESENT VALUE OF VESTED BENEFITS FOR PBGC				
REQUIRED INTEREST RATE = 5.600%				
(i) RETIREES/BENEFICIARIES RECEIVING BENEFITS				
(ii) PARTICIPANTS NOT RECEIVING BENEFITS		N/A		
(iii) TOTAL				
5. ACTUARIAL EQUIVALENCE BASIS	#	VESTED	NON-VESTED	TOTAL
(i) ACTIVE	99	5,459,256	68,474	5,527,730
(ii) RETIRED	8	856,349	0	856,349
(iii) DEFERRED VESTED	17	885,470	0	885,470
(iv) POSTPONED RETIREMENT	0	0	0	0
(v) TERMINATED VESTED	0	0	0	0
(vi) TERMINATED NON-VESTED	0	0	0	0
(vii) INACTIVE	0	0	0	0
(viii) TOTAL	124	7,201,075	68,474	7,269,549
6. ENTRY AGE ACCRUED LIABILITY				9,871,087

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

G. AMORTIZATION BASES

DATE ESTABLISHED	INITIAL LIABILITY	4 1 2     B A S E S		BALANCE	REASON
		-----AMORTIZATION----- YEARS	AMOUNT		
12/31/05	\$5,841,205	30	\$400,337	\$5,424,709	INITIAL
TOTAL:	\$5,841,205		\$400,337	\$5,424,709	

1. LAST YEAR'S REMAINING UNFUNDED ACCRUED LIABILITY.....	\$5,372,630.00
2. LAST YEAR'S NORMAL COST.....	\$385,301.00
3. FUND CONTRIBUTION FOR LAST YEAR.....	\$787,898.00
4. INTEREST ON THE FUND CONTRIBUTION.....	\$23,831.00
5. INTEREST ON ITEM (1+2-3-4).....	\$296,772.00
6. TOTAL..... (1+2-3-4+5) .....	\$5,242,974.00
7. ADJUSTMENT DUE TO ACTUARIAL ASSUMPTION OR PLAN CHANGES.....	\$0.00
8. REMAINING UNFUNDED LIABILITY.....	\$5,242,974.00

H. EQUATION OF BALANCE

1. UNAMORTIZED BASES.....	\$5,424,709.00
2. CREDIT BALANCE.....(FUNDING DEFICIENCY).....	\$181,735.00
3. ACCUMULATED RECONCILIATION AMOUNT.....	\$0.00
4. UNFUNDED LIABILITY.....(1 - 2 - 3).....	\$5,242,974.00

SCHEDULE B ACTUARIAL INFORMATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

Basic Information

- 1a Actuarial valuation date: 12/31/2010
- b Assets:
- |  |             |
|--|-------------|
| (1) Current value of assets                                | \$4,058,945 |
| (2) Actuarial value of assets for funding standard account | \$4,058,945 |
- c (1) Accrued liability for plans using immediate gain method N/A
- (2) Information for plans using spread gain methods
- |   |             |
|---|-------------|
| (a) Unfunded liability for methods with bases           | \$5,242,974 |
| (b) Accrued liability under the entry age normal method | \$9,871,087 |
| (c) Normal cost under the entry age normal method       | \$329,591   |
- d Information on current liabilities of the plan:
- (1) Amount excluded from current liability attributable to pre-participation service \$0
- (2) "RPA '94" information:
- |  |             |
|--|-------------|
| (a) Current liability  | \$7,210,038 |
| (b) Expected increase in current liability due to benefits accruing during the plan year | \$513,176   |
| (c) Current liability computed with highest allowable interest rate                      | \$6,563,851 |
| (d) Expected release from "RPA '94" current liability for the plan year                  | \$0         |
- (3) "OBRA '87" information:
- |  |     |
|--|-----|
| (a) Current liability  | N/A |
| (b) Expected increase in current liability due to benefits accruing during the plan year | N/A |
| (c) Expected release from "OBRA '87" current liability for the plan year                 | N/A |
- (4) Expected plan disbursements for the plan year \$0
- 2 Operational information as of the beginning of this plan year:
- a current value of the assets as reported on Form 5500, 5500-C/R, or 5500-EZ \$3,641,181
- b "RPA '94" current liability:
- |   | Number | Vested    | Total     |
|---|--------|-----------|-----------|
| (1) For retired participants and beneficiaries receiving benefits | 8      | 892,550   | 892,550   |
| (2) For terminated vested participants                            | 17     | 910,689   | 910,689   |
| (3) For active participants                                       | 99     | 5,052,147 | 5,095,101 |
| (4) Total   | 124    | 6,855,386 | 6,898,340 |
- c Percentage of 2a divided by 2b(4), if less than 70% else N/A 52.78%
- 4 Quarterly contributions and liquidity shortfall(s):
- a Plans other than multiemployer plans, enter funded current liability percentage for preceding year. 43.0%
- 7 New amortization bases established in the current plan year:

Type of base	Initial Base	Amortization amount
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SCHEDULE B FUNDING STANDARD ACCOUNT FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2010 THROUGH 12/31/2010

9 Funding standard account statement for this plan year

CHARGES TO FUNDING STANDARD ACCOUNT:

a	Prior year funding deficiency, if any		\$0
b	Employer's normal cost for the plan year as of valuation date		\$359,357
c	Amortization charges as of valuation date	Outstanding Balance	
	(1) All bases except funding waivers	(\$5,424,709)	\$400,337
	(2) Funding waivers	(\$0)	\$0
d	Interest as applicable on lines 9a, 9b, and 9c		\$0
e	Additional interest charge due to late quarterly contributions, if applicable		\$0
f	Additional funding charge for certain non-multiemployer plans with more than 100 participants, if applicable		\$0
g	Total charges. Add lines 9a through 9f		\$759,694

CREDITS TO FUNDING STANDARD ACCOUNT:

h	Prior year credit balance, if any		\$171,448
i	Employer contributions. Total from column (b) of line 3a		\$803,414
		Outstanding Balance	
j	Amortization credits as of valuation date	(\$0)	\$0
k	Interest as applicable to end of plan year on lines 9h, 9i, and 9j		\$34,587
l	Full funding limitation (FFL) and credits		
	(1) ERISA FFL accrued liability	\$6,323,468	
	(2) "OBRA '87" FFL (170% current liability FFL)	N/A	
	(3) "RPA '94" override (90% current liability FFL)	\$2,891,947	
	(4) FFL credit		\$0
m	(1) waived funding deficiency		\$0
	(2) other credits		\$0
n	Total credits, Add lines 9h through 9k, 9l(4), 9l(5), 9m(1) and 9m(2)		\$1,009,449
o	Credit balance: If line 9n is greater than line 9g, enter the difference		\$249,755
p	Funding deficiency: If line 9g is greater than line 9n, enter the difference		\$0



5. The total wages paid to non-union employees for the calendar year per the General Ledger (which includes accruals) were \$7,932,790.63.
6. The costs that NBC incurred for administration of its Defined Benefit Plan for the most recent calendar year; this would include:
  - a. Actuary's cost. \$ 0
  - b. Audit cost. \$ 0
  - c. Consulting cost for legal and other services related to the plan \$9,515
  - d. Trustee's Cost. \$ 0
  - e. Third party administrator: \$8,100.

With respect to the other three items we offer the following:

1. The annual report from NBC's actuary on the Defined Benefit Plan.

See attached report from NBC's Third Party Administrator.

2. The annual audit report on the Defined Benefit Plan.

No audit is prepared.

3. The actuary's estimated cost of the Defined Benefit Plan for the prospective/current calendar year – if the actuary makes such an estimate for NBC.

The actuary does not provide such an estimate for the upcoming year rather the actuary determines the minimum and maximum contributions to the plan subsequent to the plan year end.

Sincerely,



Karen L. Giebink

Director of Administration and Finance

**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

**DECEMBER 31, 2011**

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- Commentary
- Administrative Analysis
- Required Actions
- Plan Specifications
- Consolidated Financial Summary
- Employee Census
- Schedule of Benefits
- Development of Normal Cost
- Development of Minimum and Maximum Contributions
- Schedule of Employee Contributions
- Expected Benefit Payments

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**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

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*DECEMBER 31, 2011*

**COMMENTARY**

This report was prepared based upon information provided by representatives of Narragansett Bay Commission. Abacus Benefit Consultants, Inc. relied upon the accuracy of the information submitted in the application of the required benefit calculations and to determine the normal cost of the plan. We believe the results of the administration process to be accurate and complete.

**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

**DECEMBER 31, 2011**

**ADMINISTRATIVE ANALYSIS**

**Contribution Information**

Contribution for the plan year beginning January 1, 2011 and ending December 31, 2011:

Minimum Required Contribution (net of 2010 credit):	\$ 492,624
Maximum Deductible Contribution:	\$1,105,737

There were contributions deposited throughout the plan year. The total contribution for the plan year was \$782,571.72.

Employee Contributions:	\$335,853.54
Employer Contributions:	\$446,718.18

The above minimum contribution for the 2011 plan year reflects a prior year credit balance of \$264,740.00 which was applied.

The total Minimum Required contribution on the report, exclusive of the credit balance, is \$757,364.00.

**Plan Document Information**

The Plan Document was amended effective January 1, 2007 under Article 1.26. An employee must work 1000 hours during the plan year to earn a "Period of Service" and a "Period of Participation." This amendment determines the projected Normal Retirement Benefit, Accrued Benefit and Vesting.

**Participant Information**

The following employees are new entrants to the plan:

[REDACTED]

**Distribution Information**

The following participants will begin receiving their retirement benefits in 2012:

[REDACTED] (\$511.77 mthly)

The following participants began receiving their retirement benefits in 2010:

[REDACTED] (\$1,399.28)	[REDACTED] (\$591.26)
[REDACTED] (\$784.29)	[REDACTED] (\$482.78)
[REDACTED] (\$217.84)	[REDACTED] (\$488.21)
[REDACTED] (\$958.14)	[REDACTED] (\$1,873.90)

The following participants are eligible to begin receiving their retirement benefits in 2012:

[REDACTED] (1/1/12)	[REDACTED] (1/1/12)
[REDACTED] (1/1/12)	[REDACTED] (2/1/12)
[REDACTED] (7/1/12)	



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**NARRAGANSETT BAY COMMISSION  
NON- UNION DEFINED BENEFIT PLAN**

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*DECEMBER 31, 2011*

<b>ACTIONS REQUIRED</b>
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- Enclosed for each participant is a statement that reflects their projected normal defined benefit and their accrued benefit, if any. Please distribute the employee benefit statements once you have reviewed the valuation report.



FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

## PLAN BENEFITS

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

NORMAL FORM	Life Annuity.
DEATH BENEFIT	Present value of accrued benefits.
ACCRUED BENEFIT	1.000% of average monthly compensation multiplied by total years of service limited to 30 years.
TERMINATION BENEFITS	100% vested in year 7, 0% vested in prior years. Service is calculated using all years of service.
CONTRIBUTIONS	
	EMPLOYEE REQUIRED -- 5.000% of total participants compensation.
	EMPLOYEE VOLUNTARY -- None
ASSET VALUATION METHOD	Market value.

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

PLAN ASSUMPTIONS

ACTUARIAL COST  
METHOD

Aggregate entry age normal with frozen initial liability.

PRE-RETIREMENT

INTEREST ASSUMED FOR DEPOSIT-- 6.000% Compounded annually

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

TURNOVER/DISABILITY-- T2 .

COST OF VESTING -- Yes.

SALARY SCALE -- Salaries assumed to increase at 3.500%  
per year.

INTEGRATION LVL INCR- None.

BACKWARD SALARY PROJ. Based on increases of average earnings

POST RETIREMENT

ANNUITY FACTORS BASED ON:

INTEREST -- 6.000%

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

EXPENSE LOAD -- None

COST OF LIVING -- None

LOAD FOR

ANCILLARY BENEFITS -- None

\* PVB for inactives based on funding assumptions.

ASSUMPTIONS FOR PRESENT VALUE OF ACCRUED BENEFIT CALCULATIONS

PRE-RETIREMENT:

INTEREST -- 6.000%

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

POST-RETIREMENT:

INTEREST -- 6.000%

MORTALITY TABLE -- 1994 GROUP ANNUITY RESERVING.

ASSUMPTIONS FOR "RPA '94" MINIMUM CURRENT LIABILITY CALCULATIONS

PRE-RETIREMENT:

INTEREST -- 5.770%

MORTALITY TABLE -- 2007 IRS Reg. 1.412(1)(7)-1 for Current  
Liability - Combined Table.

POST-RETIREMENT:

INTEREST -- 5.770%

MORTALITY TABLE -- 2007 IRS Reg. 1.412(1)(7)-1 for Current  
Liability - Combined Table.

PLAN SPECIFICATIONS  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN

FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

ASSUMPTIONS FOR 410(b)/401(a)(4) CALCULATIONS

PRE-RETIREMENT:	INTEREST --	7.500%
POST-RETIREMENT:	INTEREST --	7.500%
	MORTALITY TABLE --	1994 GROUP ANNUITY RESERVING Unisex Proj to 2002 male rates.

PERMISSIVELY AGGREGATED PLANS: Not Tested as Single Plan.

COMPENSATION: Use Current Compensation to calculate the  
Benefit Accrual Rate (Annual Method).

TESTING AGE: Normal Retirement Age.

**NARRAGANSETT BAY COMMISSION  
DEFINED BENEFIT PLAN**

**December 31, 2011**

**STATEMENT OF INCOME AND EXPENSES**

<b>BEGINNING BALANCE</b>		\$ 4,862,359.39
<b>INCOME:</b>		
Total Plan Contribution	\$ 782,571.72	
Total Gain/Loss	<u>78,378.13</u>	
<b>TOTAL INCOME</b>		860,949.85
<b>EXPENSES:</b>		
Participant Distributions	<u>\$ (83,948.40)</u>	
<b>TOTAL EXPENSES:</b>		<u>(83,948.40)</u>
<b>ENDING BALANCE</b>		<u><u>\$ 5,639,360.84</u></u>

**SUMMARY OF CONTRIBUTIONS**

<b>SOURCE:</b>	<u>Deposits as of Valuation Date</u>	<u>Receivable due as of Valuation Date</u>	<u>TOTAL</u>
<b>Employee Contributions</b>	\$ 335,853.54	\$ 0.00	\$ 335,853.54
<b>Employer Contributions</b>	<u>446,718.18</u>	<u>0.00</u>	<u>446,718.18</u>
<b>TOTAL PLAN CONTRIBUTION</b>	<u><u>\$ 782,571.72</u></u>	<u><u>\$ 0.00</u></u>	<u><u>\$ 782,571.72</u></u>

**STATEMENT OF ASSETS AND LIABILITIES**

<b>ASSETS</b>	
Mass Mutual	<u>\$ 5,639,360.84</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 5,639,360.84</u></u>
<b>LIABILITIES</b>	
Participants Equity	<u>\$ 5,639,360.84</u>
<b>TOTAL LIABILITIES</b>	<u><u>\$ 5,639,360.84</u></u>

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

A. VALUATION AS OF 12/31/2011

1. PRESENT VALUE OF BENEFITS.....	\$13,571,782.00
A. ACTIVE.....	\$11,747,399.00
B. RETIRED / LATE (POSTPONED) RETIREES.....	\$923,994.00
C. DEFERRED VESTED / VESTED TERMINEES.....	\$900,389.00
2. ASSETS.....	\$4,856,789.00
3. REMAINING UNFUNDED LIABILITY.....	\$5,061,094.00
4. PRESENT VALUE OF FUTURE NORMAL COST.....(1 - 2 - 3).....	\$3,653,899.00
5. PRESENT VALUE OF FUTURE COMPENSATION.....	\$67,980,574.00
6. CURRENT COMPENSATION.....	\$6,642,470.00
7. WEIGHTED AVERAGE TEMPORARY ANNUITY.....(5 / 6).....	10.2342
8. NORMAL COST.....(4 / 7).....	\$357,027.00



ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

B. FULL FUNDING LIMITATION

---412---

---404---

1. A. ENTRY AGE ACCRUED LIABILITY.....	\$10,496,408.00	\$10,496,408.00
B. ENTRY AGE NORMAL COST.....	\$321,493.00	\$321,493.00
C. NET PREMIUMS.....	\$0.00	\$0.00
D. TOTAL.....	\$10,817,901.00	\$10,817,901.00
2. ASSETS.....	\$4,856,789.00	\$4,856,789.00
3. CREDIT BALANCE [412] / UNDEDUCTED CONTRIBUTIONS [404].....	\$264,740.00	\$0.00
4. NET ASSETS....(2-3).....	\$4,592,049.00	\$4,856,789.00
5. INTEREST ON (1D-4) TO END OF YEAR.....	\$0.00	\$0.00
6. FULL FUNDING LIMITATION 1 (NOT LESS THAN ZERO)...(1D-4+5).....	\$6,225,852.00	\$5,961,112.00

RPA '94 MINIMUM FULL FUNDING LIMITATION

7. A. RPA '94 CURRENT LIABILITY AS OF 01/01/2011.....	\$7,736,590.00	\$7,736,590.00
B. EXPECTED CURRENT LIABILITY INCREASE.....	\$443,204.00	\$443,204.00
C. INTEREST ON 7A AND 7B.....	\$471,974.00	\$471,974.00
D. EXPECTED BENEFIT PAYMENTS.....	\$92,652.00	\$92,652.00
E. .90 * (7A + 7B + 7C - 7D).....	\$7,703,204.00	\$7,703,204.00
8. A. ASSETS.....	\$4,856,789.00	\$4,856,789.00
B. INTEREST TO END OF YEAR.....	\$0.00	\$0.00
C. EXPECTED BENEFIT PAYMENTS.....	\$0.00	\$0.00
9. 412(c)(7)(E) FULL FUNDING LIMIT AMOUNT ITEMS 7E-(8A+8B-8C) .....	\$2,846,415.00	\$2,846,415.00
10. FULL FUNDING LIMITATION.....(GREATER OF 6 AND 9).....	\$6,225,852.00	\$5,961,112.00

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

C. ACCUMULATED FUNDING DEFICIENCY

1. PRIOR YEAR FUNDING DEFICIENCY.....	\$0.00
2. VALUATION NORMAL COST.....	\$357,027.00
3. AMORTIZATION CHARGES.....	\$400,337.00
4. INTEREST.....	\$0.00
5. ADDITIONAL FUNDING CHARGE.....	\$0.00
6. TOTAL CHARGES.....(1 + 2 + 3 + 4 + 5).....	\$757,364.00
7. AMORTIZATION CREDITS.....	\$0.00
8. INTEREST.....	\$0.00
9. TOTAL CREDITS.....(7 + 8).....	\$0.00
10. DEFICIENCY.....(IGNORING CREDIT BALANCE AND CONTRIBUTION FOR LAST YEAR).....(6 - 9).....	\$757,364.00
11. FULL FUNDING LIMITATION CREDIT (C10 - B10) NOT < 0.....	\$0.00

D. AMORTIZATION OF OBRA 87 FULL FUNDING LIMITATION CREDIT

NOT APPLICABLE

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

E. REQUIRED CONTRIBUTION	MINIMUM	MAXIMUM
1. NORMAL COST.....	\$357,027.00	\$357,027.00
2. AMORTIZATION CHARGES.....	\$400,337.00	\$748,710.00
3. PRIOR YEAR FUNDING DEFICIENCY.....	\$0.00	N/A
4. INTEREST.....	\$0.00	\$0.00
5. ADDITIONAL FUNDING CHARGE.....	\$0.00	N/A
6. TOTAL CHARGES.....(1 + 2 + 3 + 4 + 5).....	\$757,364.00	\$1,105,737.00
7. PRIOR YEAR CREDIT BALANCE.....	\$249,755.00	N/A
8. AMORTIZATION CREDITS.....	\$0.00	\$0.00
9. INTEREST.....	\$14,985.00	\$0.00
10. MISCELLANEOUS CREDITS FFL CREDIT.....	\$0.00	\$0.00
11. TOTAL CREDITS.....(7 + 8 + 9 + 10).....	\$264,740.00	\$0.00
12. REQUIRED CONTRIBUTION.....(6 - 11).....	\$492,624.00	\$1,105,737.00
13. CREDIT BALANCE ASSUMING NO CONTRIBUTION.....(11 - 6).....	\$0.00	\$0.00
14. UNFUNDED CURRENT LIABILITY (Not Less than Zero).....		\$3,702,903.00
Current Liability calculated under Code Section 404(a)(1)(F) election using 5.77% interest.		
Assets equal ([B8A - B3 Undeducted contributions] * (1.060, if applicable) - B8C).		

(Excess of 100% of RPA Current Liability over Valuation Assets (unreduced by credit balance) as of valuation date. Liability attributable to benefit increases for HCE's due to amendments made or effective within last two years are not considered. No regulation or other official guidance specifies the method for calculating the unfunded current liability under Code Section 404(a)(1)(D).)

- \* Minimum contribution to avoid a funding deficiency may vary with interest on late quarterly contributions, if applicable.

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

F. VALUES

1. BEGINNING OF PLAN YEAR	#	RPA '94		
RETIRED PARTICIPANTS AND BENEFICIARIES RECEIVING PAYMENTS				
(i) VESTED		969,606		
(ii) TOTAL	9	969,606		
TERMINATED PARTICIPANTS				
(i) VESTED		921,746		
(ii) NON-VESTED		0		
(iii) TOTAL	18	921,746		
ACTIVE PARTICIPANTS				
(i) VESTED		5,780,846		
(ii) NON-VESTED		64,392		
(iii) TOTAL	100	5,845,238		
GRAND TOTALS				
(i) VESTED		7,672,198		
(ii) NON-VESTED		64,392		
(iii) TOTAL	127	7,736,590		
2. EXPECTED BENEFIT PAYMENTS		90,090		
3. EXPECTED CURRENT LIABILITY INCREASE AS OF 01/01/2011		443,204		
4. PRESENT VALUE OF VESTED BENEFITS FOR PBGC				
REQUIRED INTEREST RATE = 4.700%				
(i) RETIREES/BENEFICIARIES RECEIVING BENEFITS	9	1,028,996		
(ii) PARTICIPANTS NOT RECEIVING BENEFITS	118	9,001,222		
(iii) TOTAL	127	10,030,218		
5. ACTUARIAL EQUIVALENCE BASIS	#	VESTED	NON-VESTED	TOTAL
(i) ACTIVE	100	6,182,135	67,785	6,249,920
(ii) RETIRED	9	923,994	0	923,994
(iii) DEFERRED VESTED	18	900,389	0	900,389
(iv) POSTPONED RETIREMENT	0	0	0	0
(v) TERMINATED VESTED	0	0	0	0
(vi) TERMINATED NON-VESTED	0	0	0	0
(vii) INACTIVE	0	0	0	0
(viii) TOTAL	127	8,006,518	67,785	8,074,303
6. ENTRY AGE ACCRUED LIABILITY				10,496,408

ACTUARIAL VALUATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

G. AMORTIZATION BASES

DATE ESTABLISHED	INITIAL LIABILITY	4 1 2     B A S E S		BALANCE	REASON
		----AMORTIZATION----			
		YEARS	AMOUNT		
12/31/05	\$5,841,205	30	\$400,337	\$5,325,834	INITIAL
TOTAL:	\$5,841,205		\$400,337	\$5,325,834	

1. LAST YEAR'S REMAINING UNFUNDED ACCRUED LIABILITY.....	\$5,242,974.00
2. LAST YEAR'S NORMAL COST.....	\$359,357.00
3. FUND CONTRIBUTION FOR LAST YEAR.....	\$803,414.00
4. INTEREST ON THE FUND CONTRIBUTION.....	\$24,300.00
5. INTEREST ON ITEM (1+2-3-4).....	\$286,477.00
6. TOTAL..... (1+2-3-4+5) .....	\$5,061,094.00
7. ADJUSTMENT DUE TO ACTUARIAL ASSUMPTION OR PLAN CHANGES.....	\$0.00
8. REMAINING UNFUNDED LIABILITY.....	\$5,061,094.00

H. EQUATION OF BALANCE

1. UNAMORTIZED BASES.....	\$5,325,834.00
2. CREDIT BALANCE.....(FUNDING DEFICIENCY).....	\$264,740.00
3. ACCUMULATED RECONCILIATION AMOUNT.....	\$0.00
4. UNFUNDED LIABILITY.....(1 - 2 - 3).....	\$5,061,094.00

SCHEDULE B ACTUARIAL INFORMATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

Basic Information

- 1a Actuarial valuation date: 12/31/2011
- b Assets:
- |  |             |
|--|-------------|
| (1) Current value of assets                                | \$4,856,789 |
| (2) Actuarial value of assets for funding standard account | \$4,856,789 |
- c
- |   |              |
|---|--------------|
| (1) Accrued liability for plans using immediate gain method | N/A          |
| (2) Information for plans using spread gain methods         |              |
| (a) Unfunded liability for methods with bases               | \$5,061,094  |
| (b) Accrued liability under the entry age normal method     | \$10,496,408 |
| (c) Normal cost under the entry age normal method           | \$321,493    |
- d Information on current liabilities of the plan:
- |  |             |
|--|-------------|
| (1) Amount excluded from current liability attributable to pre-participation service     | \$0         |
| (2) "RPA '94" information:   |             |
| (a) Current liability  | \$8,090,339 |
| (b) Expected increase in current liability due to benefits accruing during the plan year | \$468,777   |
| (c) Current liability computed with highest allowable interest rate                      | \$7,703,197 |
| (d) Expected release from "RPA '94" current liability for the plan year                  | \$0         |
| (3) "OBRA '87" information:  |             |
| (a) Current liability  | N/A         |
| (b) Expected increase in current liability due to benefits accruing during the plan year | N/A         |
| (c) Expected release from "OBRA '87" current liability for the plan year                 | N/A         |
| (4) Expected plan disbursements for the plan year  | \$0         |
- 2 Operational information as of the beginning of this plan year:
- a Current value of the assets as reported on Form 5500, 5500-C/R, or 5500-EZ \$4,862,359
- b "RPA '94" current liability:
- |   | Number | Vested    | Total     |
|---|--------|-----------|-----------|
| (1) For retired participants and beneficiaries receiving benefits | 9      | 969,606   | 969,606   |
| (2) For terminated vested participants                            | 18     | 921,746   | 921,746   |
| (3) For active participants                                       | 100    | 5,780,846 | 5,845,238 |
| (4) Total   | 127    | 7,672,198 | 7,736,590 |
- c Percentage of 2a divided by 2b(4), if less than 70% else N/A 62.85%
- 4 Quarterly contributions and liquidity shortfall(s):
- a Plans other than multiemployer plans, enter funded current liability percentage for preceding year. 53.3%
- 7 New amortization bases established in the current plan year:

Type of base	Initial Base	Amortization amount
--------------	--------------	---------------------

SCHEDULE B ACTUARIAL INFORMATION FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

Type of base	Initial Base	Amortization amount
9	\$	\$0



SCHEDULE B FUNDING STANDARD ACCOUNT FOR  
NARRAGANSETT BAY COMMISSION  
NON-UNION DEFINED BENEFIT PLAN  
FOR THE PLAN YEAR 01/01/2011 THROUGH 12/31/2011

9 Funding standard account statement for this plan year

CHARGES TO FUNDING STANDARD ACCOUNT:

a	Prior year funding deficiency, if any		\$0
b	Employer's normal cost for the plan year as of valuation date		\$357,027
c	Amortization charges as of valuation date	Outstanding Balance	
	(1) All bases except funding waivers	(\$5,325,834)	\$400,337
	(2) Funding waivers	(\$0)	\$0
d	Interest as applicable on lines 9a, 9b, and 9c		\$0
e	Additional interest charge due to late quarterly contributions, if applicable		\$0
f	Additional funding charge for certain non-multiemployer plans with more than 100 participants, if applicable		\$0
g	Total charges. Add lines 9a through 9f		\$757,364

CREDITS TO FUNDING STANDARD ACCOUNT:

h	Prior year credit balance, if any		\$249,755
i	Employer contributions. Total from column (b) of line 3a		\$782,572
		Outstanding Balance	
j	Amortization credits as of valuation date	(\$0)	\$0
k	Interest as applicable to end of plan year on lines 9h, 9i, and 9j		\$38,655
l	Full funding limitation (FFL) and credits		
	(1) ERISA FFL accrued liability	\$6,225,852	
	(2) "OBRA '87" FFL (170% current liability FFL)	N/A	
	(3) "RPA '94" override (90% current liability FFL)	\$2,846,415	
	(4) FFL credit		\$0
m	(1) Waived funding deficiency		\$0
	(2) Other credits		\$0
n	Total credits. Add lines 9h through 9k, 9l(4), 9l(5), 9m(1) and 9m(2)		\$1,070,982
o	Credit balance: If line 9n is greater than line 9g, enter the difference		\$313,618
p	Funding deficiency: If line 9g is greater than line 9n, enter the difference		\$0

The Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

(401) 461-8848  
(401) 461-6540 FAX

Vincent J. Mesolella  
Chairman

Raymond J. Marshall, P.E.  
Executive Director



November 7, 2013

Luly Massaro, Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Blvd.  
Warwick, RI 02888

Subject: Compliance Reporting Docket 3651

Dear Ms. Massaro:

Enclosed please find NBC's compliance reporting for Docket 3651 for the PYE 2012.

1. Annual calendar contributions made by NBC and its employees to the non-union Defined Benefit Plan, listed separately.

Employer: \$ 439,942

Employee: \$ 354,986

2. The annual calendar year contributions made by NBC to the non-union Defined Contribution Plan.

Contributions to NBC's non-union Defined Contribution Plan have been on a fiscal year and the contribution is calculated subsequent to June 30<sup>th</sup>. The employer contribution in FY 12 was \$ 380,803.41.

3. Any changes made to the Defined Benefit Plan in the past year (2012).

N/A.

4. Any changes to the Defined Benefit Plan that NBC may be considering or that its actuary or consultants may have recommended to NBC.

The Defined Benefit Plan was amended in CY 2013 to reflect changes in federal law and to allow eligible employees that originally opted out of the plan one more opportunity to opt into the plan with no credit given for past service.

5. The total wages paid to non-union employees for the calendar year (2012) per the General Ledger (which includes accruals) were \$ 8,363,055.
6. The costs that NBC incurred for administration of its Defined Benefit Plan for the most recent calendar year; this would include:
  - a. Actuary's cost. \$ 0
  - b. Audit cost. \$ 0
  - c. Consulting cost for legal and other services related to the plan \$9,679.
  - d. Trustee's Cost. \$ 0
  - e. Third party administrator: \$6,300.

With respect to the other three items we offer the following:

1. The annual report from NBC's actuary on the Defined Benefit Plan.

See attached report from NBC's new Third Party Administrator.

2. The annual audit report on the Defined Benefit Plan.

No audit is prepared.

3. The actuary's estimated cost of the Defined Benefit Plan for the prospective/current calendar year – if the actuary makes such an estimate for NBC.

The actuary does not provide such an estimate for the upcoming year rather the actuary determines the minimum and maximum contributions to the plan subsequent to the plan year end.

Sincerely,



Karen L. Giebink

Director of Administration and Finance

**NARRAGANSETT BAY COMMISSION**

**NON-UNION DEFINED BENEFIT PLAN**

**Actuarial Valuation as of December 31, 2012**

**For the Plan Year Beginning January 1, 2012 and**

**Ending December 31, 2012**

**REVISED**

**Prepared By:**

**The Angell Pension Group, Inc.  
88 Boyd Avenue  
East Providence, RI 02914  
401-438-9250**

**June 2013**

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## I. INTRODUCTION

This revised report presents the results of the actuarial valuation as of December 31, 2012 of the Narragansett Bay Commission Non-Union Defined Benefit Pension Plan. The report is prepared for the plan year beginning January 1, 2012 and ending December 31, 2012. The purpose of the report is to:

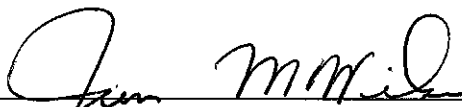
Illustrate the current actuarial position of the plan.

Provide a summary of participant census and benefit detail.

Present information which will assist the plan sponsor in determining the appropriate contribution for the plan year.

Outline the actuarial assumptions and methods used.

This valuation was prepared on the basis of information submitted to The Angell Pension Group, Inc. in the form of payroll and asset data, as well as ancillary material pertaining to the plan and the plan sponsor, and was prepared in accordance with current federal statutes and regulations. We have not independently verified, nor do we make any representations as to, the accuracy of such information.



Jean M. Wilson, E.A.  
Member, American Academy of Actuaries

6/6/2013

Date



Joseph D. Harrison, E.A.  
Consulting Actuary

## II. VALUATION RESULTS

### Contributions for Plan Year Ending December 31, 2012

Minimum Recommended Contribution:	\$	492,725*
Maximum Deductible Contribution:	\$	1,173,533

- \* The Minimum Recommended Contribution for the 2012 plan year reflects a prior year credit balance of \$332,435. The total Minimum Recommended Contribution on the report exclusive of the credit balance is \$825,160.

The Minimum Recommended Contribution must be paid prior to September 15, 2013 to satisfy the minimum funding standard account and avoid a funding deficiency.

Contributions up to the Maximum Deductible Contribution may be deducted to the extent that they are deemed paid in the corporate taxable year for which the deduction is taken. Contributions are deemed paid in a taxable year if they are paid by the due date for filing the corporate tax return, including any extensions thereof. Please consult your tax advisor for further guidance with respect to deductible contributions.



### **Plan Assets as of December 31, 2012**

Market Value of Assets	\$ 6,188,304*
<b>Total Value of Plan Assets:</b>	<b>\$ 6,188,304*</b>

\* The Market Value of Assets illustrated is the amount used for funding calculations, which does not include the contribution made for the 2012 plan year. The Market Value of Assets as of December 31, 2012, including the 2012 contribution is \$6,983,232.

### **Actuarial Present Value of Accumulated Plan Benefits**

The actuarial present value of accumulated plan benefits is a measurement of plan liabilities attributable to credited service and/or compensation as of a certain point in time. The information provided below can be used to satisfy Statement of Financial Accounting Standards No. 35 (FAS 35). It can also be used to gauge funding progress relative to plan assets.

The liability figures presented below are based upon actuarial assumptions which reflect the long term nature of an ongoing plan. The present values shown **do not** represent the liabilities that would be incurred to purchase annuity contracts or to pay single sums in the event of the termination of this Plan. The cost to purchase annuity contracts is dependent upon insurance company rates. The cost to pay single sums would necessitate a comparison with 30 year Treasury interest rates and will be higher than the figures shown below.

### **Present Values as of December 31, 2012**

	<b><u>Number of Lives</u></b>	<b><u>Vested Benefits</u></b>	<b><u>Non-Vested Benefits</u></b>	<b><u>Total Present Value</u></b>
Active Lives:	104	\$ 7,013,401	\$ 46,586	\$ 7,059,987
Vested Terminations/Inactives:	21	1,047,426	0	1,047,426
Disabled Lives:	0	0	0	0
Retired Lives:	9	893,677	0	893,677
Other Lives:	0	0	0	0
<b>Totals:</b>	<b>134</b>	<b>\$ 8,954,504</b>	<b>\$ 46,586</b>	<b>\$ 9,001,090</b>

### **Basis of Determination**

The actuarial assumptions used in calculating the Actuarial Present Value of Accumulated Plan Benefits are as follows:

<i>Pre-Retirement Investment Return:</i>	6.00% per annum
<i>Post-Retirement Investment Return:</i>	6.00% per annum
<i>Pre-Retirement Mortality:</i>	1994 Group Annuity Reserving Table (Male/Female)
<i>Post-Retirement Mortality:</i>	1994 Group Annuity Reserving Table (Male/Female)
<i>Withdrawal Rate:</i>	T-2
<i>Assumed Retirement Age:</i>	Normal Retirement Age under the Plan, or attained age if greater

### **Statement of Change in Accumulated Plan Benefits**

Actuarial present value of accumulated plan benefits as of the prior valuation date	\$ 8,074,303
Increase (decrease) during the year attributable to:	
Plan amendment	\$ 0
Change in actuarial assumptions	0
Benefits accumulated	535,122
Increase for interest due to the decrease in the discount period	481,755
Benefits paid	(90,090)
Net increase (decrease):	\$ 926,787
<b>Actuarial present value of accumulated plan benefits as of the current valuation date</b>	<b>\$ 9,001,090</b>

### III. SUMMARY OF PLAN PROVISIONS

*Plan Effective Date:* February 1, 2005.

*Eligibility:* Any Eligible Employee who has completed one year of service and attained age 21.

*Plan Entry Date:* An Eligible Employee shall become a Participant effective the first day of the plan year following satisfaction of the eligibility requirement.

*Normal Retirement Date:* An Employee shall be fully vested in his accrued benefit and eligible to retire after he has attained age 65 or the 5<sup>th</sup> anniversary of joining the plan, if later.

*Normal Form of Benefit:* Single Life Annuity.

*Normal Retirement Benefit:* 1% of Participants Average Monthly Compensation multiplied by the Participant's Period of Participation up to a maximum of 30 years.

*Early Retirement:* Upon attainment of age 62 and 5 years of plan participation and completion of 20 years of service.

*Death Benefit:* If a participant dies after termination but before reaching the annuity Starting Date, the Death Benefit is the greater of the Accumulated Employee Contribution Account and the Actuarial Equivalent of the survivor portion of a Joint and 50% Survivor Annuity.

If a participant dies before terminating employment the Death Benefit is the greater of the Accumulated Employee Contribution Account and the Actuarial Equivalent of the Participants Accrued Benefit.

*Disability Benefit:* Actuarial Equivalent of the Participants Accrued benefit.

*Vesting:* A participant shall become fully vested upon completion of a period of 7 years of service.

## **IV. ACTUARIAL METHODS**

### **Actuarial Cost Method**

The ultimate cost of a pension plan cannot be determined until the last participant is paid and all obligations are discharged. An Actuarial Cost Method, rather than determining the cost of a pension plan, assigns the cost to a period of time. The Employee Retirement Income Security Act of 1974 (ERISA) specifies several acceptable cost methods. IRS regulations allow some variations.

Costs have been computed in accordance with the Aggregate Entry Age Normal Cost Method with Frozen Initial Liability.

The normal cost is the sum of the Present Value of all Plan Benefits for all plan participants minus the value of Plan Assets, further reduced by the balance of the unfunded liability; and spread over the ratio of the present value of salaries for active participants less than Normal Retirement age divided by the actual salaries of such plan participants.

The accrued liability is the remainder of the initial accrued liability as of 12/31/2005 amortized over an initial period of 30 years.

### **Asset Valuation Method**

The actuarial value of the plan assets used in determining plan costs is equal to the Market Value of Asset.

### **Changes In Actuarial Methods**

No changes in actuarial methods have occurred since the prior plan year.

## V. ACTUARIAL ASSUMPTIONS

### Assumptions Used For The Current Plan Year

Actuarial assumptions are estimates as to the occurrence of future events affecting the costs of the plan such as mortality rates, withdrawal rates, changes in compensation level, retirement ages, rates of investment earnings, expenses, etc. The assumptions have been chosen to anticipate the long-range experience of the plan. The enrolled actuary has certified to the reasonableness of these assumptions.

*Pre-Retirement Investment Return:* 6.00% per annum

*Post-Retirement Investment Return:* 6.00% per annum

*Pre-Retirement Mortality:* 1994 Group Annuity Reserves Table (Separate Tables for Male/Female)

*Post-Retirement Mortality:* 1994 Group Annuity Reserves Table (Separate Tables for Male/Female)

*RPA Current Liability Rate:* 5.07% per annum

*RPA Current Liability*

*Mortality Table:* IRS 2012 P.V. Optional Combined Tables

*Withdrawal Rate:* T-2

*Disability Rate:* None

*Salary Scale:* 3.50%

*Assumed Retirement Age:* Age 65 for active participants and Normal Retirement Age for inactive participants

## Changes In Actuarial Assumptions

The table below indicates which assumptions have changed from the prior plan year. In the opinion of the enrolled actuary, these changes were made to better reflect anticipated experience under the plan. Current liability rates may have been changed to remain within the mandated corridor.

	Prior Plan Year	Current Plan Year
<i>RPA '94 Current Liability Interest Rate:</i>	5.77%	5.07%
<i>RPA Current Liability Mortality:</i>	2007 IRS Regulation 1.412(a)(7)-1	IRS 2012 P.V. Optional Combined Tables

## Appendix A

### Development of Normal Cost

The Normal Cost is the portion of plan benefit costs which is allocated to the current plan year by the Actuarial Cost Method being used. The following represents the development of the Normal Cost under the chosen Actuarial Cost Method, unless the method determines the normal cost on an individual participant basis.

	<b>Code Section <u>412</u></b>	<b>Code Section <u>404</u></b>
1. Present Value of Benefits	\$ 15,270,503	\$ 15,270,503
2. Actuarial Value of Assets	6,188,304	6,188,304
3. Unamortized Balance of Amortization Bases (412)/ Unfunded Liability (404)	5,221,027	4,888,592
4. Funding Standard Account Credit Balance (412)/ Prior year's carry forward (404)	332,435	N/A
5. Accumulated Reconciliation Account (431)	0	N/A
6. Present Value of Future Normal Cost [(1) - (2) - (3) + (4) + (5)]	4,193,607	4,193,607
7. Present Value of Future Compensation	69,657,300	69,657,300
8. Current Compensation	7,056,463	7,056,463
9. Normal Cost [(6) / (7) x (8)]	424,823	424,823
10. Expense Load / Term Cost	0	0
11. <b>Total Normal Cost [(9) + (10)]</b>	<b>\$ 424,823</b>	<b>\$ 424,823</b>



## APPENDIX B Development of Full Funding Limitation

The Full Funding Limitation is a measurement of relative plan assets and liabilities established by ERISA and modified by subsequent language. The primary purpose is to determine, based upon certain criteria, whether plan contributions otherwise deductible should be limited. Plan contributions which otherwise would be Recommended are not deductible if they would cause plan assets to exceed the Full Funding Limitation.

	<b>Code Section <u>412</u></b>	<b>Code Section <u>404</u></b>
1. Entry Age Normal Accrued Liability	\$ 11,608,513	\$ 11,608,513
2. Entry Age Normal Cost	375,958	375,958
3. Adjusted Actuarial Value of Plan Assets	5,855,869	6,188,304
4. Subtotal [(1) + (2) - (3), or zero, if greater]	6,128,602	5,796,167
5. Interest on (4) to the end of the Plan Year at the Valuation Interest Rate	0	0
6. Subtotal [(4) + (5)]	6,128,602	5,796,167
7. RPA '94 Full Funding Limitation Override	3,535,117	3,208,871
<b>8. Full Funding Limitation [greater of (6) or (7)]</b>	<b>\$ 6,128,602</b>	<b>\$ 5,796,167</b>

## APPENDIX C Development of Contributions

### Minimum Recommended Contribution

1. Normal Cost	\$ 424,823
2. Net Minimum Amortization of Unfunded Liability	400,337
3. Interest on (1) and (2) to the end of the Plan Year	0
4. Deficit Reduction Contribution	N/A
5. Quarterly Contribution Interest Charge (assuming no quarterly contributions are paid)	N/A
6. Subtotal [(1) + (2) + (3) + (4) + (5)]	825,160
7. Full Funding Limitation (Code Section 412)	6,128,602
8. Lesser of (6) or (7)	825,160
9. Funding Standard Account credit balance (deficiency), with interest to the end of the Plan Year	332,435
<b>10. Minimum Recommended Contribution if paid on September 15, 2013 [(8) - (9)]</b>	<b>\$ 492,725</b>

### Maximum Deductible Contribution

1. Normal Cost	\$ 424,823
2. Limit Adjustment (10 Year Amortization)	748,710
3. Interest on (1) and (2) to the earlier of the end of the Plan Year or the end of the Fiscal Year	0
4. Subtotal [(1) + (2) + (3)]	1,173,533
5. Full Funding Limitation (Code Section 404)	5,796,167
6. Lesser of (4) and (5)	1,173,533
7. Minimum Recommended Contribution	492,725
<b>8. Maximum Deductible Contribution [greater of (6) or (7)]</b>	<b>\$ 1,173,533</b>

## APPENDIX D Funding Standard Account

Section 412 of the Internal Revenue Code establishes minimum funding requirements for defined benefit pension plans. Each such plan is required to maintain a Funding Standard Account. This account is charged with the amounts that must be paid to meet the minimum funding standard requirements, and credited with the contributions made for the plan year. The following shows the status of the Funding Standard Account for this plan.

### A. Charges

1. Deficiency as of beginning of year	\$ 0
2. Normal Cost	424,823
3. Amortization Charges	400,337
4. Interest	0
5. Additional Interest Charge due to late quarterly contributions	0
6. Additional Funding Charge due to Deficit Reduction Contribution	0
7. Total Charges	\$ 825,160

### B. Credits

1. Credit Balance as of beginning of year	\$ 313,618
2. Employer Contributions (see D below)	794,928
3. Amortization Credits	0
4. Interest	42,860
5. Full Funding Limitation Credits	0
6. Total Credits	\$ 1,151,406

<b>C. Credit Balance (Deficiency) as of plan year end [B(6) - A(7)]</b>	<b>\$ 326,246</b>
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### D. Contributions Credited for the Plan Year

<u>Date Received</u>	<u>Amount</u>
01/06/2012	24,199.90
01/09/2012	6,049.98
01/20/2012	24,152.78
01/23/2012	6,038.19
02/03/2012	24,224.61
02/06/2012	6,056.15
02/17/2012	24,320.15
02/21/2012	6,080.04
03/02/2012	24,322.47
03/05/2012	6,080.62
03/16/2012	24,320.41
03/19/2012	6,080.10

03/30/2012	24,185.13
04/02/2012	6,046.28
04/13/2012	24,287.16
04/16/2012	6,071.79
04/27/2012	24,258.40
04/30/2012	6,064.60
05/11/2012	24,251.54
05/14/2012	6,062.88
05/25/2012	24,292.67
05/29/2012	6,073.17
06/08/2012	24,313.22
06/11/2012	6,078.31
06/22/2012	24,330.92
06/25/2012	6,082.73
07/06/2012	24,160.22
07/09/2012	6,040.06
07/20/2012	24,840.02
07/23/2012	6,210.01
08/03/2012	24,854.60
08/06/2012	6,213.65
08/17/2012	24,823.53
08/20/2012	6,205.88
08/31/2012	24,761.92
09/04/2012	6,190.48
09/14/2012	24,672.23
09/17/2012	6,168.06
09/28/2012	24,804.98
10/01/2012	6,201.24
10/12/2012	24,769.89
10/15/2012	6,192.47
10/30/2012	24,643.65
10/31/2012	6,160.91
11/09/2012	23,992.44
11/12/2012	5,998.11
11/23/2012	24,683.30
11/26/2012	6,170.83
12/07/2012	24,736.18
12/10/2012	6,184.05
12/21/2012	24,740.43
12/24/2012	6,185.11
<b>TOTAL</b>	<b>794,928.45</b>

## **APPENDIX E Amortization Bases and Unfunded Liability**

ERISA, subsequent legislation, and IRS regulations require that certain charges and credits be amortized over the future rather than being reflected currently in the Normal Cost. These charges and credits can include plan amendments, experience gains and losses, changes in actuarial assumptions or methods, or certain Full Funding Limitation credits. The charges or credits which are being amortized are as follows:

### **Funding Standard Account Amortization Bases**

<b><u>Description</u></b>	<b><u>Date Established</u></b>	<b><u>Original</u></b>	<b><u>Remaining Amount</u></b>	<b><u>Years</u></b>	<b><u>Annual Payment</u></b>
Initial	12/31/2005	5,841,205	5,221,027	23	400,337

### **Development of Remaining Unfunded Liability**

1. Last year's remaining unfunded Accrued Liability	\$ 5,061,094
2. Last year's normal cost	357,027
3. Fund Contribution for last year	782,572
4. Interest on the Fund Contribution	23,670
5. Interest on Item (1+2-3-4)	276,713
6. Total (1+2-3-4+5)	4,888,592
7. Adjustment due to Actuarial Assumption or Plan Changes	0
8. Remaining Unfunded Liability	4,888,592

### **Development of Equation of Balance**

1. Unamortized Bases	\$ 5,221,027
2. Credit Balance	332,435
3. Accumulated Reconciliation Amount	0
4. Unfunded Liability (1-2-3)	4,888,592

COM 1.17 For NBC's non-union defined benefit plan, provide the following summary information for each year the plan has been in existence:

***Answer:***

- a. NBC's payments made to the plan for each year

Assuming that "payments" means contributions please see the answer to COM 1.16.

- b. The value of plan assets at June 30, 2013

The plan is on a calendar year basis and the assets are shown in the actuary reports.

- c. The number of employees currently in the non-union defined benefit plan

As of the last valuation completed 12/31/12, there were 134 participants in the Narragansett Bay Commission Non-union Defined Benefit Plan.

By: WEE

COM 1.18 Please provide the non-union defined benefit pension plan expense amounts that NBC recorded for each of the years since 2005.

**Answer:** The NBC has a single expense line item for the non-union pension (defined benefit and defined contribution) and the annual expense by fiscal year is as follows:

<b>Non Union Pension Expense</b>	
<b>G/L 52920</b>	
2005	702,842.00
2006	712,521.00
2007	742,524.00
2008	680,744.94
2009	854,916.23
2010	848,281.56
2011	769,390.00
2012	795,778.67
2013	871,331.85

By: WEE



COM 1.19      Of the 10% of non-union salaries and wages budgeted and funded for NBC's non-union retirement programs, what portion of the 10% is allocated to the non-union defined benefit plan and what portion is allocated to the non-union defined contribution plan.

**Answer:**      NBC contributes 5% of non-union salaries and wages to both the defined benefit plan and the defined contribution plan, based on the respective participants' wages. Any funds remaining after the two calculations are deposited into the defined benefit pension plan.

By:      WEE

COM 1.20 For the non-union defined benefit plan, what has the plan's actuary determined NBC's contribution requirement to be for each year since the plan commenced.

**Answer:** See the actuary reports attached to the response to question COM 1.16.

By: WEE

COM 1.21 Please identify employee, union and non-union, contributions to NBC's pension plans.

**Answer:** For the employer contributions to the NBC's Non-union Defined Benefit Plan see the answer to COM 1.16 and for the employee contributions please see below.

<b>Calendar Year</b>	<b>EE DB Contribution</b>
2005	270,076.84
2006	294,142.11
2007	297,119.57
2008	319,297.74
2009	335,197.32
2010	344,951.92
2011	335,853.54
2012	354,985.92

By: WEE

COM 1.22 Please provide copies of the actuary reports for the non-union hybrid pension since its inception.

**Answer:** There are no reports for the non-union “hybrid” pension actuary report. There are reports for the for the non-union defined benefit plan and for the non-union defined contribution plan but they are separate plans.

By: WEE

COM 1.23 By year since the inception of the non-union defined benefit plan, please provide a list of any person, including company, corporation, partnership, limited liability corporation, etc., that provides any type of professional of record keeping service regarding the administration of the non-union defined benefit plan. Include the amount paid to each such person.

**Answer:** All expenses related to the defined benefit plan have been provided on an annual basis in the compliance reports from Docket 3651 since 2008 and were provided in response to COM 1.16. The third party administrator that originally provided recordkeeping services was Abacus. NBC hired ANGELL Pension Group, Inc. in the fall of 2012 and they performed the year-end report for the defined benefit plan year ending 12/31/12.

By: WEE

COM 1.24 In Docket No. 3651, NBC represented that “the funding requirement for the defined benefit and defined contribution components of the retirement program offer NBC sufficient flexibility to ensure that the average annual cost of the program will be within the 10% of budgeted non-union salaries and wages.” Please advise whether this statement is still true and if not, explain in detail, why.

**Answer:** There are numerous factors that must be taken into consideration when managing a defined benefit plan and NBC’s funding of 10% of budgeted salaries and NBC’s funding approach has worked well. That being said, NBC requested that its new third party administrator review the plan and determine if there were any concerns and/or to recommend any changes. Based upon their review, they indicated that the plan could be strengthened if NBC were to increase the annual contribution to the maximum amount if the NBC were in a position to do so which would more rapidly increase the percent funded level of the plan.

By: WEE

COM 1.25 Please provide a list of any changes made to the plan since its inception, an explanation of the changes and the date such changes were made.

**Answer:** Please refer to the data responses provided as part of Docket 3561 and the annual compliance reports filed with the PUC and provided in response to COM 1.16, specifically item 4.

By: WEE



COM 1.26 With the inception of NBC's creation of its defined benefit plan for non-union employees, NBC incurred an immediate unfunded liability of \$3.2 million which it represented would be paid over the course of thirty years. Is this still NBC's intention? What is the amount of the current unfunded liability and what is the current projection of payoff of this unfunded liability.

**Answer:** The first year present value of accrued benefits associated with past service was \$3.2 million. The Initial past service liability was and is \$5.8 million and this was to be amortized over 30 years. It continues to be amortized over 30 years. As of the 12/31/12 valuation the remaining unfunded liability was \$4.8 million with 23 years remaining.

By: WEE

COM 1.27      During any year since its inception, has NBC's contribution to its non-union defined benefit plan exceeded ten percent of actual wages and if so, by how much?

***Answer:***      No.

By: WEE

COM 1.28 Please identify any changes made to the defined benefit plan since its inception and provide a copy of the document notifying the Commission of such change.

**Answer:** This appears to be the same question as 1.25.

By: WEE

COM 1.29 Please identify any changes that NBC is contemplating making to the defined benefit plan and provide any documentation supporting such change.

***Answer:*** None.

By: WEE

COM 1.30 Please define a “compensated absence” as referred to on page 12, line 3 of Walter Edge’s testimony and explain what “the change” in compensated absence is.

**Answer:** Compensated absences refers to payment for unused vacation, deferred leave and sick leave to which an employee is entitled if they terminate employment from NBC. NBC is obligated to pay a portion of employees’ unused sick leave at the end of their active service life if they have met the retirement requirements. Therefore, NBC accrues the earned sick leave as well as the vacation and deferred leave liability at the end of the fiscal year.

The “change” in compensated absences is the difference between the calculated year-end compensated absences balances between two fiscal years. As a result of NBC’s aging population, there are an increasing number of employees reaching the retirement requirements, which makes them eligible for payment of a portion of their sick leave upon termination. This in turn increases the compensated absences liability and termination payouts.

Although the cost of the compensated absences has been rising, it has not previously been included in rates.

By: WEE

COM 1.31 With regard to compensated absences, please explain how unused sick and vacation leave are calculated at the termination of an employee's service. Please also provide the detail related to deferred leave and the calculation associated thereto.

**Answer:** Upon termination, employees are paid unused vacation hours multiplied by their current pay rate. If an employee meets the retirement criteria, the sick payout is calculated by taking half the number of hours of unused sick time an employee has multiplied their current pay rate. Salary deferred under the salary reduction plan is also included in compensated absences. Currently, there are only 15 employees who still have deferred leave.

By: WEE

COM 1.32 Please provide the amounts paid for both unused sick and vacation leave to employees for the past five years, including the calculation behind each payout. Please indicate whether the employee was a union or a non-union employee.

**Answer:** By: WEE

			Rate	Sick Hours	Sick Dollars	Vacation Hours	Vacation Dollars	Personal Hours	Personal Dollars	Deferred Vac Hrs	Deferred Vac Dollars	Early Retirement	Total Pay Out
<b>2013 Terminated Employees</b>													
Operator II	U	21.2200			26.27	557.45						557.45	
Assist E&I Technician	U	18.2000			57.38	1,044.32						1,044.32	
Fiscal Clerk - Accounting	U	17.7600			34.20	607.39						607.39	
Capital Accounting Assist	U	19.3600			43.10	834.42	26.61	515.17				1,349.59	
Operator II	U	19.4000			55.60	1,078.64		-				1,078.64	
Lab Sample Compliance C	NU	28.5844			117.18	3,349.52	21.47	613.71				3,963.23	
O&M Supervisor	NU	35.1419	1,244.00	622.00	21,858.26	122.89	4,318.59					26,176.85	
Operator II	U	19.8100			0.30	5.94						5.94	
EMDA Clerk	U											-	
Solutions Architect	NU	43.9881			131.70	5,793.23						5,793.23	
Pretreatment Technician	NU	21.4155			12.82	274.55						274.55	
Senior Construction Coord	NU	35.6214	1,113.00	556.50	19,823.31	34.20	1,218.25					21,041.56	
O&M Clerk	U	22.4439									20,423.95	20,423.95	
Lab Aide	NU	21.9146			4.50	98.62						98.62	
Chemist	U	30.2000	792.82	396.41	11,971.58	89.49	2,702.60				27,482.00	42,156.18	
<b>2012 Terminated Employees</b>													
Administrative Assistant	U	25.2167			121.22	3,056.77	28.00	706.07				3,762.84	
Public Affairs Coordinator	NU	22.9657			46.71	1,072.73	4.57	104.95				1,177.68	
Operator II	U	21.6500				-		-			22,516.00	22,516.00	
IM Clerical Assistant	U	20.2100	320.81	160.41	3,241.79	0.05	1.01	-			21,018.40	24,261.20	
Heavy Equipment Operat	U	23.5800	637.82	318.91	7,519.90	162.15	3,823.50	-			24,523.20	35,866.59	
Scada System Operator	U	33.9637	312.82	156.41	5,312.26	64.26	2,182.51	-			35,322.25	42,817.02	
Pretreatment Technician	NU	20.5481			-	7.86	161.51	6.53	134.18			295.69	
Fiscal Clerk Accounting	U	22.0800	217.53	108.77	2,401.53	142.44	3,145.08	-			20,092.80	25,639.41	
Associate Legal Counsel	NU	26.0622			-	10.77	280.69	0.40	10.42			291.11	
<b>2011 Terminated Employees</b>													
Financial Analyst	NU	23.9885			48.34	1,159.60	21.16	507.60				1,667.20	
PC Support Specialist	NU	28.1010			61.62	1,731.58	27.76	780.08				2,511.67	
Capital Accounting Assist	NU	20.0762			13.29	266.81	13.56	272.23				539.05	
Customer Service Rep	U					-		-				-	
Mechanic II	U	23.5500	1,169.07	584.54	13,765.80	227.72	5,362.81	-			24,096.80	43,225.41	
Environmental Monitor	U	17.1100			-	27.63	472.75					472.75	
HR Representative	NU	21.8765	535.21	267.61	5,854.26	21.11	461.81	10.39	227.30			6,543.37	
Legal Counsel	NU	32.6426			-	70.25	2,293.14	16.93	552.64			2,845.78	
Asst. Inventory Control Cl	U	19.3600			-	101.17	1,958.65	-				1,958.65	
Capital Accounting Assist	NU	18.8664			-	29.40	554.67	19.02	358.84			913.51	
Operator II	U	23.6200	961.49	480.75	11,355.20	220.18	5,200.65				22,890.40	39,446.25	
<b>2010 Terminated Employees</b>													
Operator I	U	16.9100			-	67.80	1,146.50	-				1,146.50	
E & I Technician	U	25.2400			-	58.96	1,488.15	-				1,488.15	
Operator I	U	15.7100			-		-	-				-	
Monitoring Field Supervi	NU	29.0170	84.02	42.01	1,219.00	147.48	4,279.43	28	812.48			6,310.91	
Pretreatment technician	NU	19.4159			-	74.25	1,441.63	14	271.82			1,713.45	
Environmental Monitor	U	19.6100	11.8	5.9	115.70	25.71	504.17	-				619.87	
Laboratory Manager	NU	49.1661	1076.12	538.06	26,454.31	288.22	14,170.65	28	1,376.65	21.00	1,032.49	43,034.10	
Environmental Monitor	U	19.1900			-	53.7	1,030.50	-				1,030.50	
Customer Service Rep.	U	19.6100			-	71.8	1,408.00	-				1,408.00	
IM Operator II	U	15.7100			-		-	-				-	
Associate Legal Counsel	NU	28.7965			-	48.33	1,391.73	28	806.30			2,198.04	
IM Operator II	U	15.7100			-		-	-				-	
Operator I	U	16.9100			-	46.8	791.39	-				791.39	
Mechanic II	U	23.1700	14.37	7.185	166.48	49.27	1,141.59	-			24,096.80	25,404.86	
Safety Compliance Coord	NU	22.7247			-	54.46	1,237.59	0.38	8.64			1,246.22	
Environmental Monitor	U	18.7700			-	9.64	180.94	-				180.94	
Executive Paralegal	NU	27.7057			-	71.37	1,977.36	-				1,977.36	
<b>2009 Terminated Employees</b>													
Mechanical Foreman	U	24.4200	645.03	322.515	7,875.82	159.34	3,891.08	-		-		11,766.90	
Operator I	U	15.2500			-	22.6	344.65	-		-		344.65	
Operator II	U	19.4300			-	55.9	1,086.14	-		-		1,086.14	
Customer Service Rep.	U	20.2500			-	8.2	166.05	-		-		166.05	
Operator II	U	19.8400	2.5	1.25	24.80	2	39.68	-		-	20,633.60	20,698.08	
Mechanical I	U	18.7700			-	7.17	134.58	0.57	10.70	-		145.28	
Operator I	U	16.0900			-	85.5	1,375.70	-		-		1,375.70	
Pretreatment technician	NU	22.9116			-	109.79	2,515.46	4.34	99.44	-		2,614.90	
Environmental Engineer	NU	38.0412	1116.96	558.48	21,245.25	178.22	6,779.70	3.48	132.38	203	7,722.36	35,879.70	
Electrician	U	25.5700	352.25	176.125	4,503.52	4.03	103.05	-		-		4,606.56	



COM 1.33      Has the method of calculating uncompensated absences changed for new hires?  
If so, how?

***Answer:***      No.

By:      WEE

COM 1.34 In Docket No. 4364, Ms. Giebink testified that the wind turbines should be able to produce more than 900 kilowatts once additional infrastructure is put in place. Has that infrastructure been put in place, what is it and how many more kilowatts have been produced?

**Answer:** Yes, the additional infrastructure, consisting of a National Grid required protective relay went on-line on January 15th 2014. Electricity production of the turbines is variable as it depends upon the wind. For the period January 15, 2014 through February 19, 2014 the wind turbines demonstrated an average energy production rate of 949 kW which is 94 kW or 10.9 % higher than the overall average production achieved during that same time period in 2013.

Month	Turbine kWh Generated
Nov-12	59,067
Dec-12	618,431
Jan-13	583,329
Feb-13	736,586
Mar-13	793,208
Apr-13	688,496
May-13	533,777
Jun-13	444,276
Jul-13	395,455
Aug-13	280,486
Sep-13	334,083
Oct-13	509,382
Nov-13	521,975
Dec-13	701,448

By: Jim McCaughey

COM 1.35 Please describe the type of turbines built and the resulting capacity factor for each unit.

***Answer:***

The NBC wind turbines are Goldwind model GW/82 1500. Each turbine is equipped with a 1,500 kW direct drive gearless multi-pole synchronous permanent magnet generator. The turbines have an 82 meter (270 feet) rotor diameter and stand 111 meters (364 feet) from ground level to maximum blade tip height. The capacity factors for the wind turbines are a function of the wind resources where they are installed. At Field's Point the wind turbines are expected to operate at about 18% nameplate capacity. For 2013 we saw about 17%. Turbine power output however was curtailed per National Grid during that time period. The curtailment has recently been lifted.

By: Jim McCaughey

COM 1.36      What is the instantaneous production on the wind turbines?

Answer:

Instantaneous power production will depend on the instantaneous wind speeds at Field's Point and will range from 0 to 1,500 kW per turbine.

By: Jim McCaughey

COM 1.37      How does NBC utilize the energy from these turbines? Are they being net metered?

**Answer:**      The energy generated by the wind turbines is used at the Field's Point Wastewater Treatment Facility (WWTF). If the wind turbines generate more energy than the WWTF can use at any particular time the excess is put out onto the local grid resulting in a negative electrical utility meter reading. All energy sent out to the grid eventually comes back into the WWTF in effect zeroing out the negative meter readings.

By: Jim McCaughey

COM 1.38      Is excess energy being delivered to the grid? If so, how much revenue does it generate?

Please see the response to COM 1.37. The electricity is net-metered and as such does not generate revenue.

By: Jim McCaughey

COM 1.39      How much revenue has been generated through the sale of renewable energy credits (RECs)?

**Answer:**      The sale of the first and second quarter RECs totaling 3,839 were sold at \$64/REC for a total of \$245,696.

By: WEE

COM 1.40 Has NBC conducted any studies on stormwater runoff and/or the feasibility of implementing stormwater runoff fee?

**Answer:** Yes, please refer to PUC Docket 3432 – Narragansett Bay Commission – CSO Fee Proposal

.

By: WEE



COM 1.41 Please justify why the increase in the operating reserve from one percent to one and a half percent was necessary and how this increase has been beneficial to ratepayers.

**Answer:** NBC's existing cost of service approved by the PUC has an operating reserve of 1.0% of O&M expense excluding personnel for a dollar amount of \$252,903. The PUC has not yet approved the increase in the operating reserve requested by NBC and even NBC's modest proposal of 1.5% of O&M excluding personnel could be viewed as inadequate. The industry norm for wastewater utilities is in the range of 1/6 of the annual O&M expense, which, in the case of NBC, is \$ 6.8 million.

The O&M reserve should be funded at a level high enough to ensure that NBC can safely and effectively operate its facilities. One month of bio-solids costs alone is more than \$400,000 and given that most of NBC's costs are fixed and required to meet permit, it would be impossible for NBC to accumulate the necessary funds by changing operations.

In addition, as of June 30, 2013, NBC's ratepayers owed more than \$547 million and are obligated to bondholders to ensure that facilities are properly operated so that the revenues are generated and bonds are paid. Ratepayers would also benefit by funding an O&M reserve at a higher level to strengthen NBC's liquidity and maintain its current bond rating. NBC has been able achieve an AA- credit rating from Standard and Poor's which has ensured both access to capital markets and lower interest rates.

By: WEE


COM 1.42 Please provide details surrounding the Regulatory Compliance Building, including site location, cost, how financed and benefit to ratepayers.

**Answer:** See page from the CIP below. Construction to begin in the early 2014 and will be paid from proceeds of loan from the RICWFA.

By: WEE

11900

NBC Regulatory Compliance Building and Related Upgrades



**Photo: An Architect's rendering of the proposed Regulatory Compliance Building**

This project is for the design and construction of a Regulatory Compliance Building, which will house the EMDA and Laboratory sections of the NBC. This project will unify NBC's efforts for environmental sampling and related analysis by including the necessary laboratory equipment and monitoring capability required by permit and EPA. This building is proposed to be 36,800 square feet and will be located on Service Road in Providence.

This project also includes related site demolition and is currently in the design phase.

Project Overview

Location: Service Road (Providence, RI)

Contractor(s): CDM

Project Manager: Terry Cote, P.E.

Project Priority: A

Total Project Duration/Cost

Project Phase	Actual/Projected Start Date	Actual/Projected Completion Date	Project Duration	Cost (in Thousands)
Planning	September-08	June-09	9 Months	\$323
Design	September-10	November-13	39 Months	2,942
Construction	June-13	November-15	29 Months	18,308
<b>Total Project</b>	<b>September-08</b>	<b>November-15</b>	<b>88 Months</b>	<b>\$21,573</b>

Projected Expenditures - 11900P

Cost Category	Pre-FY 2014	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Post FY-2019	Total
Administrative	\$ 132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132
A/E Professional	191	-	-	-	-	-	-	-	191
Other	-	-	-	-	-	-	-	-	-
<b>Total Project Costs</b>	<b>\$ 323</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 323</b>

Projected Expenditures - 11900D

Cost Category	Pre-FY 2014	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Post FY-2019	Total
Administrative	\$ 173	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188
Land	1,247	-	-	-	-	-	-	-	1,247
A/E Professional	1,333	139	-	-	-	-	-	-	1,472
Other	28	7	-	-	-	-	-	-	35
<b>Total Project Costs</b>	<b>\$ 2,781</b>	<b>\$ 161</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,942</b>

Projected Expenditures - 11900C

Cost Category	Pre-FY 2014	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Post FY-2019	Total
Administrative	\$ 2	\$ 221	\$ 335	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ 563
Land	-	-	-	-	-	-	-	-	-
A/E Professional	-	155	220	-	-	-	-	-	375
Construction	-	5,510	9,215	775	-	-	-	-	15,500
Contingency	-	-	1,860	-	-	-	-	-	1,860
Other	-	5	5	-	-	-	-	-	10
<b>Total Project Costs</b>	<b>\$ 2</b>	<b>\$ 5,891</b>	<b>\$ 11,635</b>	<b>\$ 780</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,308</b>

Note: Cash Flow Basis in Thousands

OM 1.43 Please provide details surrounding the IM Facility, including site location, cost, how financed and benefit to ratepayers.

**Answer:** See CIP page as follows. Project is not planned to begin until FY 15 and this application does not include any funding for this project.

By: WEE

12400

New IM Facilities




Photo: Proposed Site for New IM Building

Project Overview

Location: Providence, RI

Contractor(s): N/A

Project Manager: Rich Bernier, P.E.

Project Priority: C

Total Project Duration/Cost

Project Phase	Actual/Projected Start Date	Actual/Projected Completion Date	Project Duration	Cost (in Thousands)
Planning	N/A	N/A	N/A	N/A
Design	July-14	December-15	17 Months	\$557
Construction	September-15	December-17	27 Months	6,052
Total Project	July-14	December-17	42 Months	\$6,609

Projected Expenditures - Planning

Cost Category	Pre-FY 2014	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Post FY-2019	Total
Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A/E Professional	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Total Project Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Projected Expenditures - 12400D

Cost Category	Pre-FY 2014	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Post FY-2019	Total
Administrative	\$ -	\$ -	\$ 21	\$ 16	\$ -	\$ -	\$ -	\$ -	\$ 37
Land	-	-	-	-	-	-	-	-	-
A/E	-	-	300	200	-	-	-	-	500
Other	-	-	-	20	-	-	-	-	20
Total	\$ -	\$ -	\$ 321	\$ 236	\$ -	\$ -	\$ -	\$ -	\$ 557

Projected Expenditures - 12400C

Cost Category	Pre-FY 2014	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Post FY-2019	Total
Administrative	\$ -	\$ -	\$ -	\$ 177	\$ 170	\$ 5	\$ -	\$ -	\$ 352
Land	-	-	-	-	-	-	-	-	-
A/E Professional	-	-	-	30	20	-	-	-	50
Construction	-	-	-	2,200	2,750	50	-	-	5,000
Contingency	-	-	-	-	600	-	-	-	600
Other	-	-	-	-	50	-	-	-	50
Total Project Costs	\$ -	\$ -	\$ -	\$ 2,407	\$ 3,590	\$ 55	\$ -	\$ -	\$ 6,052

Note: Cash Flow Basis in Thousands

COM 1.44      Please provide a list of NBC's fleet, including its sampling vessel, and provide the date purchased, amount paid, current value and benefit to ratepayers.

***Answer:***      See attached.

By: WEE

## NBC VEHICLE, TRAILER, TRAILERED AND FLEET EQUIPMENT LIST

DIV	RI PLATE	YR	MAKE	MODEL	BODY	VIN	REG. EXP.	TITLE	Asset Number Oracle	Cost	Net Book Value
EXEC	685375	2011	FORD	ESCAPE XLT	SPT UTILITY	1FMCU9DG6BKB85221	3 YR.LEASE	N	Lease		
C&G	7636	2012	DODGE	CARAVAN	VAN	2C4RDGBG2CR420190	Indefinite	N	46409	23,820.00	17,071.00
Exec	8208	2008	FORD	E350	VAN	1FTSE34P68DB47270	Indefinite	Y	15508	29,362.00	-
C&G	7351	2006	CHEVROLET	TRAILBLAZER	SPT UTILITY	1GN0T13S362212553	Indefinite	Y	13775	23,188.00	-
C&G	7463	2007	FORD	ESCAPE HYB.	SPT UTILITY	1FMCU59H97KC04068	Indefinite	Y	14137	27,225.00	-
C&G	7384	2008	FORD	ESCAPE	SPT UTILITY	1FMCU0Z258KD83314	Indefinite	Y	15032	17,239.00	-
CS	7810	2011	FORD	ESCAPE	SPT UTILITY	1FMCU9C748KB60545	Indefinite	Y	24347	20,830.00	8,679.00
CS	7819	2010	FORD	ESCAPE	SPT UTILITY	1FMCU9C78AKC27565	Indefinite	Y	17784	19,185.00	4,156.75
CS	7890	2009	FORD	RANGER PICKUP	PICKUP	1FTZR45E39PA37217	Indefinite	Y	16071	19,485.00	324.75
CS	7611	2008	FORD	EXPLORER	SPT UTILITY	1FMEU73E78UA83663	Indefinite	Y	15000	21,357.00	-
CS	7455	2006	CHEVROLET	TRAILBLAZER	SPT UTILITY	1GN0T13S562212747	Indefinite	Y	13776	20,188.00	-
CS	7464	2007	FORD	ESCAPE	SPT UTILITY	1FMVU93187KB77129	Indefinite	Y	14121	21,295.00	-
IM	7244	2012	FORD	F350 PICKUP 4X4	PICKUP	1FDRF3B61CEC50116	Indefinite	Y	46429	28,421.00	20,842.09
IM	7598	2012	FORD	ESCAPE	SPT UTILITY	1FMCU9C71CKB80902	Indefinite	Y	42347	21,295.00	12,776.88
IM	8152	2011	FREIGHTLINER	M2106	STETCO	1FVACYBS0BHAX2224	Indefinite	Y	18319	127,830.00	36,218.50
IM	7210	2009	FORD	F250	PICKUP	1FTSX21589EA31720	Indefinite	Y	15800	25,314.00	-
IM	7501	2006	CHEVROLET	TRAILBLAZER	SPT UTILITY	1GN0T13S262237749	Indefinite	Y	13847	19,483.00	-
IM	7242	2004	INTERNATIONAL	7600	16Y DUMP	1HTWYAHT64J028217	Indefinite	Y			-
IM	7245	2001	INTERNATIONAL	2654 - 4X2	STETCO	1HTGMAAR71H355050	Indefinite	Y	5831	101,347.50	-
IM	7228	1996	FORD	F800	FLUSHER	1FDXF80C8TVA18643	Indefinite	Y	4302	71,560.00	-
IM	7211	2000	VOLVO	WG42F	VACTOR	4V5J32UEXYN870060	Indefinite	Y	5538	187,517.00	-
IM	7345	2005	CHEVROLET	SILVERADO	PICKUP	1GCHK29U55E226852	Indefinite	Y	13565	24,053.00	-
IM	7958	2006	CHEVROLET	SILVERADO	PICK-UP	1GCHK29U76E193516	Indefinite	Y	13846	25,744.00	-
IM	7380	2009	STERLING	ACTERRA	6Y DUMP	2FZACFDT39AAE4077	Indefinite	Y	15477	52,775.00	-
IM	7892	2001	JOHN DEERE	240	SKIDLOADER	KV0240A340806	Indefinite	N	5980	19,390.00	-
IM	7042	2008	JCB	4CX	BACKHOE	SLP217FC8U0911101	Indefinite	Y	14992	99,785.00	-
IM	8065	2003	FORD	F350	PICK-UP	3FTSX31L43MB40763	Indefinite	Y	12704	26,900.00	-
IM	7609	2004	FORD	F578	STAKE	1FDAF57P64EB99904	Indefinite	Y	12899	43,225.00	-
IM	8153	2004	FORD	F350	CREWCAB	1FTSW31SX4ED12134	Indefinite	Y	13121	26,000.00	-
IM	7370	2005	FORD	F450	3YD DUMP	1FDXX47P75EC36476	Indefinite	Y	13552	44,240.00	-
IM	7844	2008	INTERNATIONAL	7400	VACTOR	1HTWCAAR88J555825	Indefinite	Y	14634	213,676.00	-
IM	8182	2013	Hudson	HTD18C	TRAILER	10HHTD1C9D1000014	Indefinite		53508	13,400.00	11,613.36
IM	N/A	2010	MULTIQUIP	DCA70SSIU2C	GENERATOR	7351314	Indefinite		18274	26,803.00	6,700.73
IM	7040	1984	WELLS-CARGO	EW-1222	CUES-TV	1WC200E25E3009461	Indefinite	Y	1435	55,950.00	-
IM	7047	2006	FELLING	FT-6D00144	DINGO TR.	5FTDH101461025839	Indefinite	Y	13931	15,995.00	7,730.95
IM	7714	2004	EAGER BEAVER	12HDB	FLATBED	112HAP3034L068854	Indefinite	Y	13152	10,100.00	-
IM	7988	2006	INGERSOL-RAND	XP-185WJD	AIR-COMP	367255UBQ222	Indefinite	Y	13848	12,000.00	-
IM	7661	N/A	STOW	T3000	FLAT/BED	1S9TF132XS088262	Indefinite	Y	4245	2,100.00	-
ENG	7453	2010	FORD	ESCAPE HYB.PAUL N.	SPT UTILITY	1FMCU5K30AKA85574	Indefinite	Y	17508	26,895.00	4,034.25
ENG	7390	2007	CHEVROLET	COLORADO	PICK-UP	1GCDT19E978162749	Indefinite	Y	14138	18,822.00	-
FP	7927	2013	FORD	E350 NORM ROD.	VAN	1FDWE3FL9DDA22779	Indefinite	N	48431	30,195.00	23,149.50
FP	7624	2012	FORD	E350 PAUL BERGER	VAN	1FDSE3FLXCDA70434	Indefinite	Y	45364	28,895.00	18,781.78
FP	7343	2011	FORD	E150	VAN	1FTNE1EW5BDA23750	Indefinite	Y	18346	20,180.00	7,063.03
FP	7608	2010	FORD	F350	3 YD.DUMP	1FDWF3G57AEA77265	Indefinite	Y	17518	27,595.00	4,595.86
FP	7606	2008	FORD	E150	VAN	1FTNE14W48DA56488	Indefinite	Y	14970	21,760.00	-
FP	7607	2008	FORD	F-150	PICK-UP	1FTRW14W88FB21698	Indefinite	Y	14985	25,380.00	-
FP	7928	2006	CHEVROLET	SILVERADO	PICK-UP	2GCEK13TX61223252	Indefinite	Y	13777	24,488.00	-
FP	7897	2000	MITSUBISHI	FD50-D	FRKLFT	AF28A50188	Indefinite	N	5535	34,883.00	-
FP	7993	2004	INTERNATION.	7600-30 YD.	ROLLOFF	1HTWYAHT64J027083	Indefinite	Y	12916	106,000.00	-
FP	7957	2006	FORD	F150	PICK-UP	1FTRF14W86NA80394	Indefinite	Y	13829	19,140.00	-
FP	7956	2003	FORD	F250	PICK-UP	3FTNF20L83MB40762	Indefinite	Y	12703	18,393.00	-
FP	7931	2008	FORD	F150	PICK-UP	1FTRW14W48FB64354	Indefinite	Y	15033	23,380.00	-
FP	7930	2006	FORD	F150	PICK-UP	1FTRF14W66NA80393	Indefinite	Y	13814	18,680.00	-
FP	7929	2002	FORD	F450	STAKE	1FDXF46S22EC27169	Indefinite	Y	6193	28,765.00	-
FP	7344	1997	GMC	TC31003	BUCKET	1GDKC34J7VJ514476	Indefinite	Y	4605	43,180.00	-
FP	8021	2004	FORD	F250-OPER.PICKUP	PICK-UP	1NTNF20L04EB96542	Indefinite	Y	12917	18,980.00	-

## NBC VEHICLE, TRAILER, TRAILERED AND FLEET EQUIPMENT LIST

DIV	RI PLATE	YR	MAKE	MODEL	BODY	VIN	REG. EXP.	TITLE	Asset Number Oracle	Cost	Net Book Value
FP	7348	2003	INTERNATION.	4200	VAC.TANK	1HTMPAFL93H603283	Indefinite	Y	12664	57,600.00	-
FP	7996	2004	FORD	E250-INSTRUM.GARY	VAN	1FTNE24W04HA51037	Indefinite	Y	12906	16,396.00	-
FP	8020	2004	FORD	E250-INSTRUM.BRIAN	VAN	1FTNE24W94HA51036	Indefinite	Y	12886	16,396.00	-
FP	8209	2008	FORD	RANGER-INST.LARRY	PICK-UP	1FTYR10D48PA74185	Indefinite	N	15011	13,920.00	8,506.67
FP	7990	1997	WELLS-CARGO	SPILL TRAILER TW121M	CARGOBOX	4X4TSE615VB006032	Indefinite	N	4478	3,000.00	-
FP	8183	2008	GODWIN	CD150M	PUMPSET	16MPF06108DO51427	Indefinite	Y	15448	30,779.95	19,164.42
FP	7044	2005	SOUTHWORTH	OLYMP#XQ20P2	Generator	OLY00000LF4YP00305	Indefinite	N	13588	19,547.00	-
FP	7623	2009	MILLER	BOBCAT 250	WELDER	LI390010H	Indefinite	N	509	3,429.15	-
BP	7378	2012	FORD	F350 4X4 PICKUP	PICKUP	1FTRF3B68CEC50117	Indefinite	N	46430	26,995.00	19,796.31
BP-M	7841	2011	NEW HOLLAND	T5050	TRACTOR	ZBJH05859	Indefinite	Y	31353	79,250.00	36,983.56
BP-M	7377	2010	FORD	F250	PICK-UP	1FTSW2B58AE95309	Indefinite	Y	17520	24,845.00	4,140.60
C&G	7227	2010	FORD	ESCAPE	SPT UTILITY	1FMCUOC72AKA15076	Indefinite	Y	16991	18,480.00	2,646.00
BP-T	7379	2009	FORD	F550	STAKE	1FDAF57Y59EB08282	Indefinite	Y	16408	32,541.00	2,711.75
C&G	8185	2009	FORD	ESCAPE	SPT UTILITY	1FMCU02799KA42417	Indefinite	Y	15506	17,898.00	-
BP-T	7374	2006	CHEVROLET	EXPRESS BOX	VAN	1GBHG31U561233820	Indefinite	Y	14135	28,186.00	-
C&G	7461	2005	CHEVROLET	EQUINOX	SPT UTILITY	2CNDL23F656133005	Indefinite	Y	13564	20,670.46	-
BP-T	7375	2006	CHEVROLET	SILVERADO	PICKUP	2GCEK13T361219771	Indefinite	Y	13769	26,986.00	-
BP-T	7383	2003	FORD	F350	PICK-UP	3FTSX31L83MB40765	Indefinite	Y	12704	26,900.00	-
BP-T	7382	2003	FORD	E250	VAN	1FTNE24283HB44951	Indefinite	Y	12709	15,425.00	-
BP-M	7658	2008	FORD	F150	PICK-UP	1FTRW14W78KC49907	Indefinite	Y	14964	26,180.00	-
BPM		2012	GODWIN	6" PUMP	PUMPSET	12610860-7	Indefinite	N	46402	27,860.23	19,502.15
BP-M	7946	2010	STEALTH	SLT612SA	ELECTRICAL	52LBE1219AE002883	Indefinite	N	18313	3,450.00	977.50
PT	7577	2013	FORD	ESCAPE	SPT UTILITY	1FMCU9G91DUD03258	Indefinite	N	49477	22,844.00	19,036.69
PT	7462	2011	FORD	ESCAPE	SPT UTILITY	1FMCU9D68B8B5382	Indefinite	N	27354	18,495.00	8,014.00
PT	7349	2009	FORD	ESCAPE	SPT UTILITY	1FMCU93G79KB77141	Indefinite	Y	16306	17,925.00	597.00
PT	7385	2007	FORD	ESCAPE	SPT UTILITY	1FMYU93167KB77128	Indefinite	Y	14125	21,795.00	-
PT	8067	2003	FORD	ESCAPE	SPT UTILITY	1FMYU92163KD89524	Indefinite	Y	12707	21,501.00	-
PT	7974	2005	JEEP	LIBERTY	SPT UTILITY	1J4GL48K85W601092	Indefinite	Y	13428	20,952.00	-
PT	7605	1998	FOREST RIVER	TB58SA	UTILITY	4X4TSE216WB012638	Indefinite	N	4702	1,950.00	-
EM	8101	2013	DODGE	GRAND CARAVAN	VAN	2C4RDGBGXR642137	Indefinite	N	49463	15,256.00	12,459.05
EM	7350	2012	DODGE	GRAND CARAVAN	VAN	2CARDGBG3CR318414	Indefinite	N	45352	22,437.00	14,584.05
EM	7964	2011	DODGE	GRAND CARAVAN	VAN	2D4RN4DG3BR732772	Indefinite	N	32355	23,390.00	11,305.19
EM	7387	2009	DODGE	GRAND CARAVAN	VAN	1D8HN11E59B514143	Indefinite	Y	16358	16,930.00	846.48
EM	6316T	2005	PARKER	P23DVSC	23' BOAT	HULL #PXM34003K405	2/29/2008	Y	1339	54,200.00	-
EM	0805S	2000	CARIBE	DELUX 13	INFL. BOAT	Hull #EMDD3012F000	2/29/2008	Y	5863	6,696.00	-
EM	7243	2007	FORD	ESCAPE	SPT UTILITY	1FMYU93147KB877130	Indefinite	Y	14115	21,295.00	-
EM	7388	2008	E150	FORD	VAN	1FTNE14L28DA98941	Indefinite	Y	15007	18,390.00	-
EM	8154	2004	CHEVROLET	ASTRO	VAN	1GCDL19X54B122801	Indefinite	Y	13067	20,870.00	-
EM	7722	2005	DODGE	CARAVAN	VAN	1D4GP23R95B158268	Indefinite	Y	13048	19,085.00	-
EM	7019	2000	AMER-TRAILER	ATKR150056	BOAT-TRL	5KTBS1817YF036552	Indefinite	N	5652	813.97	-
EM	8150	2005	5 STAR	SR5802	23' BOAT	5A4NL4W2052000611	Indefinite	Y	13339	54,200.00	-

COM 1.45 Please provide a copy of the Trust Indenture.

***Answer:*** See attached.

By: WEE

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TRUST INDENTURE

Between

NARRAGANSETT BAY COMMISSION

and

J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

securing

WASTEWATER SYSTEM REVENUE BONDS

Dated as of April 15, 2004

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## TRUST INDENTURE

THIS TRUST INDENTURE (the "Indenture") dated as of April 15, 2004 is made by and between the NARRAGANSETT BAY COMMISSION (the "Commission"), a public corporation organized and existing under the laws of the State of Rhode Island, and J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION (the "Trustee"), a national banking association duly organized and validly existing under the laws of the United States of America authorized to exercise corporate trust powers:

### W I T N E S S E T H:

WHEREAS, pursuant to the Act (defined below), the Commission is authorized to issue its revenue bonds, for the purpose of financing the Cost of Projects within the meaning of the Act and as defined below; and

WHEREAS, the Commission intends to issue its revenue bonds, potentially in several series (each a "Series of Bonds"), to provide funds to the Commission to finance, among other things, the Cost of Projects; and

WHEREAS, the Commission has determined that, in the issuance and sale of the Bonds, it will be acting to further the public purposes of the Act; and

WHEREAS, each Series of Bonds will be issued pursuant to a Supplemental Indenture (defined below) which will provide for the terms of such Series of Bonds; and

WHEREAS, all things necessary to make the Bonds (defined below), when issued, executed and delivered by the Commission and authenticated by the Trustee, to the extent required pursuant to this Indenture, the valid, binding and legal general obligations of the Commission, and to constitute this Indenture as a valid assignment and pledge of the Revenues herein pledged to the payment of the Principal Amount (defined below) and Redemption Price (defined below) of, if any, and interest on the Bonds and a valid assignment and pledge of certain rights of the Commission has been done and performed, and the creation, execution and delivery of this Indenture, and the execution, issuance and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that to secure the payment of Principal Amount and Redemption Price of, if any, and interest on the State Obligations (defined below), the Bonds according to their true intent and meaning, and all other amounts due from time to time under this Indenture, including those due to the Trustee and the Bond Insurer, if any, to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained in the Bonds and in this Indenture, and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be issued, held, secured and enforced and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the Bondholders and for other good and valuable consideration, the receipt of which is acknowledged, the Commission has

executed and delivered this Indenture and absolutely and irrevocably pledges and assigns to the Trustee and to its successors in trust, on the basis set forth herein, and its and their assigns, all right, title and interest of the Commission in and to the Trust Estate as defined in Article I;

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof,

(a) for the equal and proportionate benefit, security and protection of all Bonds,

(b) for the enforcement of the payment of the Principal Amount and Redemption Price of, if any, and interest on the Bonds, and all other amounts due from time to time under this Indenture, including those due to the Trustee, when payable, according to the true intent and meaning thereof and of this Indenture, and

(c) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of this Indenture,

in each case, without preference, priority or distinction, as to lien or otherwise except as provided herein, of any one Bond over any other by reason of designation, number, date of the Bonds or of authorization, issuance, sale, execution, authentication, delivery or maturity thereof, or otherwise, so that each Bond and all Bonds shall have the same right, lien and privilege under this Indenture and shall be secured equally and proportionately by this Indenture, it being intended that the lien and security of this Indenture shall take effect from the date hereof, without regard to the date of the actual issue, sale or disposition of the Bonds, as though upon that date all of the Bonds were actually issued, sold and delivered to purchasers for value; provided, however, that, upon satisfaction of and in accordance with the provisions of Article XI, the rights assigned hereby shall cease, determine and be void to the extent described therein; otherwise, such rights shall be and remain in full force and effect;

PROVIDED, FURTHER, that the pledge of the right, title and interest of the Commission in and to the Trust Estate is given subject to the right of the Commission to issue Additional Bonds secured on a parity basis with the Bonds by the Trust Estate; and

IT IS DECLARED that all Bonds issued under and secured by this Indenture are to be issued, authenticated and delivered, and that all Revenues (defined herein) assigned or pledged hereby are to be dealt with and disposed of under, upon and subject to, the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in this Indenture; and the Commission has agreed and covenanted, and agrees and covenants with the Trustee, the Bond Insurer, if any, and with each and all Bondholders, as follows:

## ARTICLE I

### DEFINITIONS

Section 101. Definitions. In this Indenture, unless a different meaning clearly appears from the context:

"Act" shall mean the applicable provisions of Chapter 25 of Title 46 of the General Laws of Rhode Island (1956) as amended from time to time and any other statute now or hereafter enacted, which by its general or specific terms authorizes the Commission to issue debt to finance the System or otherwise affects the terms of such debt;

"Additional Security" shall have the meaning given such term in Section 208 hereof;

"Advance-Refunded Municipal Bonds" shall mean obligations the interest on which is excluded from gross income for purposes of federal income taxation that have been advance-refunded prior to their maturity and that are fully and irrevocably secured as to principal and interest by obligations described in clause (i) of the definition of Permitted Investments and that are rated in the highest rating category by each rating agency rating such obligations;

"Agency" means the Rhode Island Clean Water Finance Agency established pursuant to Chapter 12.2 of Title 46 of the General Laws of Rhode Island (1956) as amended;

"Agency Bonds" shall mean any bonds of the Commission issued to the Agency prior to the date of this Indenture and any Series of Bonds issued pursuant to Section 203(1)(v) of this Indenture;

"Agency Loan Agreement" shall mean any loan agreement between the Agency and the Commission pertaining to a loan made to the Commission pursuant to Chapter 12.2 of the General Laws of Rhode Island (1956), as amended, and any bond purchase agreement between the Agency and the Commission relating to the purchase of Bonds issued pursuant hereto by the Agency in accordance with said Chapter 12.2 of Title 46;

"Annual Budget" shall have the meaning given such term in Section 608 hereof;

"Assumed Variable Rate" means in the case of:

(a) Outstanding Bonds in the form of Variable Rate Bonds, the greater of (1) the average interest rate on such Bonds for the most recently completed sixty (60) month period or the period such Variable Rate Bonds has been outstanding if it is less than sixty (60) months, or (2) the rate to be determined pursuant to clause (b) below assuming the Outstanding Variable Rate Bonds were being issued on the date of calculation; and

(b) proposed Bonds in the form of Variable Rate Bonds either

(1) to be issued on the basis that, in the opinion of bond counsel to be delivered at the time of the issuance thereof, interest on such Variable Rate Bonds would be excluded from gross income for federal income tax purposes, the greater of the (i) the average of the Bond Market Association Swap Index ("BMA Index") for the twelve (12) month period ending seven (7) days preceding the date of calculation plus 100 basis points, or (ii) the average of the Bond Market Association Swap Index ("BMA Index") for the sixty (60) month period ending seven (7) days preceding the date of calculation plus 100 basis points, or

(2) to be issued as Variable Rate Bonds not described in clause (1), the greater of the (i) average of the London Interbank Offered Rate ("LIBOR") for the time period most closely resembling the reset period for the Variable Rate Bonds for the twelve (12) month period ending seven (7) days preceding the date of calculation plus 100 basis points, or (ii) average of LIBOR for the time period most closely resembling the reset period for the Variable Rate Bonds for the sixty (60) month period ending seven (7) days preceding the date of calculation plus 100 basis points; and provided that if the BMA Index or LIBOR shall cease to be published, the index to be used in its place shall be that index which the Commission in consultation with the Financial Advisor determines most closely replicates such index, as set forth in a certificate of an Authorized Officer of the Commission filed with the Trustee. Notwithstanding the foregoing, in no event shall the Assumed Variable Rate be in excess of the maximum interest rate allowed by law on obligations of the Commission.

"Authorized Officer" shall mean the Chairperson, the Vice Chairperson, the Executive Director, the Deputy Director, the Treasurer, the Secretary, the Director of Administration and Finance, or the Controller of the Commission, when used in reference to an act or document, shall also mean any other person authorized by resolution of the Commission to perform such act or sign such document;

"Authenticating Agent" shall mean, for the Bonds of a Series or any portion thereof, the Trustee and, where authorized by the applicable Supplemental Indenture, the Paying Agent or Paying Agents for the Bonds of such Series;

"Bond" or "Bonds" shall mean any of the Wastewater System Revenue Bonds of the Commission authenticated and delivered under the Indenture (and, unless expressly stated to the contrary, shall not include Subordinated Bonds; provided that the provisions of Article III, Article IV, Article VIII, Article IX, Article XI and Article XII shall be applicable to Subordinated Bonds). The term shall also include Agency Bonds and obligations of the Commission under any Qualified Swap Agreement (but only to the extent of Qualified Swap Payments);

"Bond Anticipation Notes" shall mean notes of the Commission issued pursuant to Section 45-25-58 of the Act and Section 207 and 607 of this Indenture with a final maturity of not longer than ten (10) years (or such longer period as may be permitted by the Act) in anticipation of the receipt of proceeds of a Series of Bonds;

"Bondholder" or "Holder" or any similar term, when used with reference to a Bond or a Subordinated Bond, shall mean the registered owner of the Bond or the Subordinated Bond, respectively but shall not include any Counterparty under a Qualified Swap Agreement or any other party contracting with the Commission in connection with a Qualified Swap Agreement;

"Bond Insurer" shall have the meaning ascribed in each Supplemental Indenture authorizing an issue of Bonds;

"Business Day" shall mean, except as provided in any Supplemental Indenture, any day other than a Saturday, a Sunday or any other day on which any Fiduciary is authorized or required by law to be closed for business;

"Capital Improvements" shall mean extensions, improvements, enlargements, betterments, alterations, renewals and replacements of the System (including land, equipment and other real or personal properties), which (i) are used or useful in connection with the System or any part thereof and (ii) are properly chargeable (whether or not so charged by the Commission), under generally accepted accounting principles, as additions to capital accounts;

"Capital Improvements Budget" shall mean a capital budget for each Fiscal Year which identifies the Capital Improvements to be undertaken by the Commission during such Fiscal Year, the nature of the work, the estimated completion date of each Capital Improvement, the estimated Costs expected to be expended therefor in such Fiscal Year, and estimated disbursements from any Project Account or Operating Capital Account in the Project Fund and, to the extent provided by the Commission, any other fund or account under or outside the Indenture, as well as the sources of moneys projected to be available to pay such estimated Costs in such Fiscal Year;

"Capitalized Interest Account" shall mean the account, if any, in the Debt Service Fund so designated and created pursuant to Section 506;

"Commission" shall mean the Narragansett Bay Commission or any body, agency, political subdivision, or instrumentality of the State which shall hereafter assume ownership or control of the System;

"Commission Counsel" shall mean the General Counsel of the Commission or any other attorney so designated by an Authorized Officer;

"Compound Interest Bonds" shall have the meaning given such term in Section 203(5) hereof;

"Consulting Engineer" shall mean an independent consultant or engineer or firm of consultants or engineers having a national reputation for expertise in such matters with respect to properties similar to those of the System selected by the Commission; provided that for the



purposes of Section 503(3) the Consulting Engineer may be an engineer regularly in the employ of the Commission;

"Cost", as applied to any Capital Improvement to be constructed or acquired by or on behalf of the Commission shall mean all or any part of the cost, paid by or on behalf of or reimbursable by or to the Commission of construction, acquisition, alteration, reconstruction and remodeling of such Capital Improvement, all lands, real and personal property, rights-of-way, water rights, air rights, franchises, easements and interests necessary or convenient therefor, the cost of any demolitions or relocations necessary in connection therewith, the cost of all machinery and equipment, financing charges, including Costs of Issuance not funded from the proceeds of Bonds, interest on Bonds and Notes issued in whole or in part to finance such construction prior to, during and for such period as the Commission shall determine after the period of construction of such Capital Improvement, architectural, engineering, financial and legal services, plans, specifications, appraisals, surveys, inspections, estimates of costs and revenues, and other expenses necessary or incident to determining the feasibility or practicality of such work, organizational, administrative, Operating Expenses and other expenses prior to the commencement of and during such work, advance training of operating personnel and other expense, including initial working capital, of completing such work and placing the same in operation, and any other item of "Cost" attributable to the construction, acquisition, alteration, reconstruction and remodeling of such Capital Improvement and placing the same in operation; the word "Cost" as applied to any Capital Improvement which the Commission may be authorized to acquire shall also mean the amount of the purchase price or the amount of a condemnation award in connection with the acquisition of such Capital Improvement, and shall include the cost of acquiring all of the capital stock and of discharging any liabilities of a corporation owning such Capital Improvement, if such be the case, in order to vest title to such Capital Improvement in the Commission;

"Cost of Issuance" shall mean all items of expense directly or indirectly payable by or reimbursable to the Commission and related to the authorization, sale and issuance of Bonds, Subordinated Bonds and Notes, including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Fiduciaries, legal fees and charges, fees and disbursements of consultants and professionals, costs and expenses of refunding, accrued interest and other costs payable upon or with respect to the initial investment of the proceeds of Bonds, Subordinated Bonds or Notes, premiums for the insurance of the payment of Bonds, Subordinated Bonds or Notes, fees and expenses payable in connection with any Additional Security or Reserve Deposits, unless designated as an Operating Expense, fees and expenses payable in connection with any remarketing agreements or interest rate indexing agreements and any other cost, charge or fee in connection with the original issuance of Bonds, Subordinated Bonds or Notes;

"Counsel's Opinion" shall mean an opinion signed by an attorney or firm of attorneys selected by the Commission and not unsatisfactory to the Trustee;

"Counterparty" means an entity who is a counterparty to a Qualified Swap Agreement. Such entity shall be a member of the International Swap Dealers Association and meet the requirements of applicable laws of the State and the applicable policies and procedures established by the Commission from time to time, provided that the senior unsecured debt of such counterparty shall be in one (1) of the three (3) highest rating categories without regard to gradations within such categories by each of the Rating Agencies at the time of execution of a Qualified Swap Agreement.

"Credit Facility" shall mean, with respect to a Series of Bonds, the irrevocable letter of credit, line of credit, municipal bond insurance, or other form of credit enhancement or liquidity support, if any, for such Series of Bonds, provided for in the applicable Supplemental Indenture, including any alternate Credit Facility with respect to such Series of Bonds delivered in accordance with provisions of the Supplemental Indenture providing for the issuance of such Series of Bonds and including any Credit Facility in connection with a Qualified Swap Agreement.

"Cross-over Date" means with respect to Cross-over Refunding Bonds, the date on which the principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

"Cross-over Refunded Bonds" means Bonds or other obligations refunded by Cross-over Refunding Bonds.

"Cross-over Refunding Bonds" means Bonds issued for the purpose of refunding Bonds or other obligations upon the irrevocable deposit of the proceeds of such Cross-over Refunding Bonds in escrow in satisfaction of the requirements of this Indenture or any Supplemental Indenture, as applicable to the Cross-over Refunded Bonds, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

"Debt Service Assistance" shall mean any money received by or on behalf of the Commission under or pursuant to any agreement or on account of a grant or contribution, heretofore or hereafter made, in aid of, with respect to, or on account of debt service on debt incurred with respect to the System excluding any interest subsidies received from the Agency on account of any of its leveraged loan programs;

"Debt Service Assistance Account" shall mean the account in the Debt Service Fund so designated and created pursuant to Section 502;

"Debt Service Fund" shall mean the fund so designated and created by Section 502;

"Debt Service Fund Requirement" shall mean, as of any particular date of computation, the amount of money obtained by (i) aggregating the several sums, computed with respect to the State Obligations and the Bonds of each Series Outstanding, of (A) any unpaid interest due on such State Obligations or Bonds at or before said date and all interest on such Bonds accrued but not due at said date, plus interest expected to accrue during the next ensuing month, calculated, in the case of a Bond bearing interest at a variable rate, for the remainder of the current interest rate period, at the current interest rate, and for subsequent interest rate periods if any, at the maximum rate applicable to the Bonds, (B) the Principal Amount of any such State Obligations or Bonds matured and unpaid at or before said date, and (C) with respect to any Principal Installment of any State Obligations or Bonds not included in (B) above, but payable on the next succeeding Principal Installment payment date other than by reason of acceleration or redemption at the option of the Commission or the Holder of any Bonds, that portion of such Principal Installment determined by multiplying such Principal Installment by a fraction, the numerator of which shall be the number of days elapsed from and including the immediately preceding Principal Installment payment date, or if there be no such date with respect to such Bonds, the date of issuance thereof, to the date of such calculation and the denominator of which shall be the number of days from and including the immediately preceding Principal Installment payment date, or if there be no such date with respect to such Bonds, the date of issuance thereof, to such next succeeding Principal Installment payment date and (ii) deducting amounts on deposit in the Debt Service Fund and Debt Service Assistance Account available to make such payments on such Bonds; provided, that for purposes of any such computation, the Principal Installments of and interest on the Bonds in any period shall, in the case of any Series of Agency Bonds, be limited to the Required Debt Service Fund Deposits set forth for such period in the applicable Supplemental Indenture.

For the purpose of calculating the Debt Service Fund Requirement for any period, the Trustee, at the direction of the Commission, may direct the use of any one or more of the following special rules:

- (i) when calculating the amount of such required deposits during such Fiscal Year for any Series of Variable Rate Bonds with respect to which a Qualified Swap Agreement is in effect pursuant to which the Commission has agreed to pay a Counterparty an amount based on a fixed interest rate, the Debt Service Fund Requirement for such series of Variable Rate Bonds shall include the interest payable on such Series of Bonds, calculated assuming the Assumed Variable Rate, less amounts to be received by the Commission under such Qualified Swap Agreement plus the amount of the payments to be made by the Commission under the Qualified Swap Agreement; provided that such effective fixed rate may be utilized only if such Qualified Swap Agreement does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Qualified Swap Agreement is contracted to

remain in full force and effect through the stated maturity date of the Variable Rate Bonds;

- (ii) when calculating the amount of such required deposits during such Fiscal Year for any Series of Bonds with respect to which a Qualified Swap Agreement is in effect pursuant to which the Commission has agreed to pay to a Counterparty an amount based on a variable or floating interest rate, the Debt Service Fund Requirement shall include the interest payable on such Series of Bonds, less fixed amounts to be received by the Commission under such Qualified Swap Agreement plus the amount of the floating payments (estimated applying the Assumed Variable Rate, unless another method of estimation is more appropriate, in the opinion of the Commission's financial advisor, underwriter or similar agent, for such floating payments) to be made by the Commission under the Qualified Swap Agreement; provided that the above described calculation of the Debt Service Fund Requirement may be utilized only if such Qualified Swap Agreement does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Qualified Swap Agreement is contracted to remain in full force and effect through the stated maturity date of the such Series of Bonds;
- (iii) when calculating the amount of such required deposits during such Fiscal Year with respect to any Capital Appreciation Bonds, all amounts payable on a Capital Appreciation Bond shall be considered a principal payment in the year it becomes due;

provided further, however, that there shall be excluded from the calculation of the amount of such required deposits (x) interest on Bonds (including Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest or capitalized interest is available to pay such interest and (y) principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of this Indenture, and such proceeds or the earnings thereon are required to be applied to pay such principal (subject to the possible use to pay the principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such principal.:-

"Debt Service Requirement" shall mean, for any period of calculation, (i) all interest payable on all State Obligations and Bonds Outstanding during such period, plus (ii) the Principal Installment or Installments payable on State Obligations and on such Bonds during such period, less (iii) amounts available to pay Principal Installments and interest becoming due in such Fiscal Year on State Obligations and Bonds Outstanding as of the first day of such Fiscal Year, including but not limited to (A) amounts on deposit in the Debt Service Assistance Account or Debt Service Assistance certified by an Authorized Officer of the Commission as

reasonably expected to be received and deposited to the Debt Service Assistance Account on or before the last day of the Fiscal Year during which the applicable Debt Service Requirement calculation is to be made if such Debt Service Assistance has been appropriated by the applicable governmental entity, if any, or is payable pursuant to an agreement constituting a valid general obligation of the grantor and (B) the amount, if any, of Bond proceeds available or projected to be available to pay Principal Installments and interest becoming due in such Fiscal Year on Bonds Outstanding; provided that the interest and Principal Installments payable on any Series of Agency Bonds during such period shall be limited to the Required Debt Service Fund Deposits for such period set forth in the applicable Supplemental Indenture; and provided, further, for purposes of demonstrating compliance with Section 603(2) (as contemplated by Section 603(4) hereof), that the amount of Debt Service Assistance deducted from such calculation pursuant to clause (iii) above shall include only Debt Service Assistance actually received by the Commission during or on account of such period and deposited in the Debt Service Assistance Account or amounts in anticipation thereof transferred from the Revenue Fund or from general funds of the Commission and deposited in such account. The Debt Service Requirement in respect of a Series of Bonds that constitute Variable Rate Bonds, shall be computed by applying the Assumed Variable Rate.

The Debt Service Requirement for any Series of Bonds with respect to which a Qualified Swap Agreement is in effect or for Capital Appreciation Bonds may, at the direction of the Commission, with the consent of the Bond Insurer, if any, insuring such Series of Bonds, be computed using any of the special rules set forth under the definition of Debt Service Fund Requirement.

"Debt Service Reserve Fund" shall mean the fund so designated and created by Section 502;

"Debt Service Reserve Fund Requirement" shall mean, as of any date of calculation, an amount equal to the lesser of (A) 10% of the original principal amount of such Series of Bonds, (B) one hundred twenty-five percent (125%) of the average annual Debt Service Requirement on a Series of Bonds in any current or future Fiscal Year or other appropriate twelve month period on such Series of Bonds, (C) the maximum aggregate Debt Service Requirement on a Series of Bonds in any current or future Fiscal Year or other appropriate twelve month period on such Series of Bonds, or (D) the maximum amount permitted by federal tax law to be funded from Bond proceeds without requiring yield restriction. The Debt Service Reserve Fund Requirement, in respect of a Series of Bonds that constitute Variable Rate Bonds, shall be computed by applying the Assumed Variable Rate. In computing the Debt Service Reserve Fund Requirement in respect of a Series of Variable Rate Bonds with respect to which a Qualified Swap Agreement is in effect pursuant to which the Commission has agreed to pay a Counterparty an amount based on a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at an effective rate equal to the fixed interest rate payable by the Commission under such Qualified Swap Agreement; provided that such effective fixed rate may be utilized only if such Qualified Swap Agreement does not result in a reduction or withdrawal of any rating then in effect (without

regard to any credit enhancement) with respect to the Bonds and so long as such Qualified Swap Agreement is contracted to remain in full force and effect through the stated maturity date of the Variable Rate Bonds. The Commission may, by Supplemental Indenture, establish a different Debt Service Reserve Fund Requirement for a subaccount of a Debt Service Reserve Account that is established to secure one or more, but less than all Series of Bonds issued under this Indenture. There shall be no Debt Service Reserve Fund Requirement for any Series of Agency Bonds Outstanding on the date of this Indenture.

"Depository" shall mean any bank or trust company selected in accordance with Section 803 hereof as a depository of moneys to be held under the provisions of this Indenture, and may include the Trustee;

"Discount Bonds" shall have the meaning given such term in Section 203(5) hereof;

"Fiduciary" shall mean the Trustee, any Paying Agent, any Depository or any Authenticating Agent;

"Financial Advisor" shall mean an attorney or firm or firms of national recognition experienced in matters relating to the planning and marketing of obligations similar in nature to the Bonds.

"Fiscal Year" shall mean the period beginning on July 1 of any calendar year and ending on June 30 of the next succeeding calendar year or such other period of twelve calendar months as may be authorized as the fiscal year of the Commission;

"Fixed Rate Bonds" shall have the meaning given such term in Section 203(2) hereof;

"Government Obligations", except as provided in any Supplemental Indenture in connection with the issuance of a Series of Bonds, shall mean (i) direct general obligations of the United States of America and bonds, notes or other obligations which as to both principal and interest are unconditionally guaranteed by the United States of America and (ii) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (a) which are not callable at the option of the obligor or otherwise prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice, (b) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) hereof which fund may be applied only to the payment of interest when due, principal of and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (c) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) hereof which have been deposited in such fund along with any cash on deposit in such fund is sufficient to pay interest when due, principal of and redemption premium, if any, on the Bonds or

other obligations described in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate;

The terms "herein", and "hereunder", "hereby", "hereof", and any similar terms, refer to the Indenture as a whole; the term "heretofore" shall mean before the effective date of the Indenture, and the term "thereafter" shall mean after the effective date of the Indenture;

"Indenture" shall mean this Trust Indenture as the same may be amended or supplemented in accordance herewith;

"Insurance Reserve Fund" shall mean the fund so designated and created pursuant to Section 502;

"Insurance Reserve Fund Requirement" shall have the meaning given to such term in Section 606;

"Net Revenues" shall mean, for any period of computation, all Revenues (excluding Debt Service Assistance deposited in the Debt Service Assistance Account and any proceeds of insurance, condemnation or the sale or other disposition of any part of the System deposited in the Revenue Fund during such period, but including unrestricted fund balance on the books of the System) received by the Commission during such period and deposited in the Revenue Fund plus (i) the amount of any Reserved Revenues directed by the Commission to be withdrawn from the Stabilization Account and transferred from the Stabilization Account in accordance with Section 506, less (ii) all amounts withdrawn from the Revenue Fund during such period and (iii) deposited in the Operation and Maintenance Fund, the Rebate Fund and the Stabilization Account or (iv) required to be deposited in the Debt Service Reserve Fund during such period;

"Notes" shall mean any obligations (other than Bonds or Subordinated Bonds) issued or incurred by the Commission to finance the Costs of Capital Improvements or Operating Expenses;

"Operating Capital Account" shall mean the accounts so designated in the Project Fund and created in accordance with Section 503;

"Operation and Maintenance Fund" shall mean the fund so designated and created by Section 502;

"Operating Expenses" shall mean any expenses incurred by or for the account of the Commission or reimbursable by or to the Commission for operation, maintenance, renewal and repair of the System including, without limiting the generality of the foregoing, administrative expenses, financial, legal and auditing expenses, insurance premiums, payments on claims against the Commission to the extent monies are unavailable therefor in the Insurance Reserve

Fund or to the extent such claims shall fall within such reasonable deductible limits as may be determined by the Commission, if any, payments in lieu of taxes, taxes, if any, payments of rates, assessments or other charges to the Commission with respect to the System, legal and engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization and sick leave benefits for Commission employees allocable to the System and any other similar expenses required to be paid by the Commission, all to the extent properly and directly attributable to the System, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under the Indenture, but does not include the Cost of any Capital Improvement or any provision for interest, depreciation, amortization or similar charges on any indebtedness except for (i) interest paid on notes, and renewals thereof, issued in accordance with Section 607(2) (to the extent not included in the Cost of any Project), and (ii) payments made with respect to any indebtedness represented by leases, mortgages, security interests and other encumbrances permitted by Section 604(3);

"Operation and Maintenance Reserve Fund" shall mean the fund so designated and created by Section 502;

"Operation and Maintenance Reserve Fund Requirement" shall have the meaning given to such term in Section 608;

"Outstanding", when used with reference to Bonds or Subordinated Bonds, shall mean as of any particular date, all Bonds or Subordinated Bonds theretofore and thereupon being authenticated and delivered except (1) any Bond or Subordinated Bond canceled by the Trustee, or proven to the satisfaction of the Trustee to have been canceled by the Commission or by any other Fiduciary, at or before said date, (2) any Bond or Subordinated Bond for the payment or redemption of which moneys equal to the Principal Amount or Redemption Price thereof, as the case may be, with interest to the maturity or redemption date, shall have theretofore been deposited with the Trustee in trust (whether upon or prior to maturity or the redemption date of such Bond or Subordinated Bond) and, except in the case of a Bond or Subordinated Bond to be paid at maturity, of which notice of redemption shall have been given or provided for in accordance with Article IV, (3) any Bond or Subordinated Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to Article III, Section 406 or Section 1006, and (4) any Bond or Subordinated Bond deemed to have been paid as provided in Section 1101;

"Paying Agent" shall mean any paying agent or co-paying agent for Bonds or Subordinated Bonds of any Series appointed pursuant to the Indenture or an applicable Supplemental Indenture and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Indenture;

"Permitted Investments" shall mean, except as provided in any Supplemental Indenture in connection with a Series of Bonds, and include any of the following securities, if and to the extent the same are at the time legal for investment of the funds held pursuant to this Indenture:



- (i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any Federal agency or corporation which has been or may hereafter be created pursuant to an act of Congress as an agency or instrumentality of the United States of America to the extent unconditionally guaranteed by the United States of America, and any certificates or receipts representing direct ownership of future interest or principal payments in such bonds or other obligations;
- (ii) public housing bonds issued by public agencies or municipalities and fully guaranteed as to the payment of both principal and interest by the United States of America; temporary notes, preliminary loan notes or project notes issued by public agencies or municipalities, in each case fully secured as to the timely payment of both principal and interest by a requisition or payment agreement with the United States of America, or obligations issued by any state or any public agencies or municipalities which at the time of purchase are rated in either of the two highest rating categories by each Rating Agency then maintaining a rating on such obligations;
- (iii) direct and general obligations of any state of the United States to the payment of the principal of and interest on which the full faith and credit of such state is pledged, and direct and general obligations of any political subdivision of any such state to the payment of which the full faith and credit and unlimited ad valorem taxing power of such political subdivision is pledged, provided that at the time of their purchase under the Indenture such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency;
- (iv) commercial paper rated in the highest category by each Rating Agency then maintaining a rating on such commercial paper;
- (v) investments in a money market fund or other fund the investments of which consist exclusively of obligations described in clause (i) above;
- (vi) bank time deposits evidenced by certificates of deposit issued by banks or savings and loan institutions (which may include any Fiduciary) having at the time of purchase a combined capital and surplus of not less than \$50,000,000 which are members of the Federal Deposit Insurance Corporation; provided that any such time deposits in excess of applicable federally insured limits are fully secured by obligations described in clause (i) above, which such obligations at all times have a market value

(exclusive of accrued interest) at least equal to such bank time deposits so secured, including interest;

- (vii) repurchase agreements relating to securities of the type specified in clause (i) above with banks or trust companies having a combined capital and surplus of not less than \$50,000,000 or with government bond dealers reporting to, trading with, and recognized as a primary dealer by, the Federal Reserve Bank of New York; provided that the market value of such securities is at the time of entering into such agreement at least one hundred three percent (103%) of the repurchase price specified in the agreement; and provided further that such securities are delivered to or held by the Trustee or a depository satisfactory to the Trustee in such manner as may be required to provide a perfected security interest in such securities;
- (viii) investment contracts with, or guaranteed by, banks or other financial institutions whose long-term unsecured debt or claims-paying ability at the time of purchase is rated in one of the three highest rating categories for such debt or claims-paying ability by each Rating Agency then maintaining a rating on such banks or other financial institutions;
- (ix) bonds, notes or other evidences of indebtedness issued or guaranteed by the Federal Banks for Cooperatives, Federal Intermediate Credit Bank, Federal Home Loan Mortgage Corporation, Federal Home Loan Bank System, Federal Land Banks, Export-Import Bank of the United States, Federal National Mortgage Association, Government National Mortgage Association or any agency or Instrumentality of or corporation wholly owned by the United States of America; and
- (x) Advance-Refunded Municipal Bonds.

"Principal Amount," with respect to any Bond or Subordinated Bond, shall mean the stated principal thereon or such other amount payable on any Compound Interest Bond or Discount Bond designated as the Principal Amount thereof pursuant to the applicable Supplemental Indenture;

"Principal Installment" shall mean, as of any particular date of computation and with respect to State Obligations, Bonds or Subordinated Bonds of a particular Series, an amount of money equal to the aggregate of (i) the Principal Amount of State Obligations, Outstanding Bonds or Subordinated Bonds of said Series which mature on such date, reduced by the aggregate Principal Amount of such State Obligations, Outstanding Bonds or Subordinated Bonds which would at or before said date be retired by reason of the payment when due and application in accordance with the Indenture of Sinking Fund Payments payable at or before said

date for the retirement of such State Obligations, Outstanding Bonds or Subordinated Bonds, plus (ii) the amount of any Sinking Fund Payment payable on said date for the retirement of any State Obligations, Outstanding Bonds or Subordinated Bonds of said Series;

"Principal Office," when used with respect to a Fiduciary, shall mean the office where such Fiduciary maintains its principal office or, where different, its principal corporate trust office;

"Project" shall mean a Capital Improvement, all or a portion of the Cost of which is financed by Bonds;

"Project Account" shall mean one of the accounts so designated in the Project Fund created by Section 503;

"Project Fund" shall mean the fund so created by Section 502;

"PUC" shall mean the Public Utilities Commission of the State of Rhode Island created pursuant to Chapter 39-1 of the General Laws of Rhode Island, as amended from time to time;

"Purchase Fund" shall mean the fund so designated by Section 502 and created by any Supplemental Indenture;

"Purchase Price" shall mean, except as provided in any Supplemental Indenture, the price at which a Series of Bonds is purchased;

"Qualified Swap Agreement" shall mean (a) an agreement between the Commission or the Trustee (at the written direction of the Commission) and Counterparty which is an Interest Rate Swap, forward rate agreement, commodity swap, interest rate option, forward foreign exchange agreement, rate cap agreement, rate floor agreement, rate collar agreement, currency swap agreement, embedded cap, cross-currency rate swap agreement, currency option, any other similar agreement (including any option to enter into any of the foregoing), (b) any combination of the foregoing, or (c) a master agreement for any of the foregoing together with all supplements. If at the time the Commission enters into a Qualified Swap Agreement payable from the Trust Estate a Rating Agency rates any Series of Bonds (without regard to credit enhancement) below "A-", then the approval of the Bond Insurer must be obtained prior to the entry into such Qualified Swap Agreement.

"Qualified Swap Payments" means as of each payment date specified in a Qualified Swap Agreement, the amount, if any, payable to the Counterparty by the Commission or the Trustee on behalf of the Commission, but excluding any payments due from the Commission or the Trustee on behalf of the Commission, as a cost, expense or fee under the Qualified Swap Agreement, including, but not limited to, any swap termination payment or indemnification of the Counterparty.

"Qualified Swap Receipts" means as of each payment date specified in a Qualified Swap Agreement, the amount, if any, payable to the Commission or the Trustee for the account of the Commission by the Counterparty.

"Rates and Charges" shall mean, except as otherwise expressly provided herein, all fees, rates, rents, assessments and other charges established by or on behalf of the Commission for the services, facilities and commodities furnished or supplied by it from the operation of the System;

"Rating Agency" shall mean Fitch, Moody's Investors Service or Standard & Poor's and their respective successors and assigns and shall also include any other rating agency nationally recognized for skill and expertise in rating the credit of obligations such as the Bonds or Subordinated Bonds;

"Rebate Fund" shall mean the fund so designated by any Supplemental Indenture;

"Redemption Fund" shall mean the fund so designated and created by Section 502;

"Redemption Price" shall mean, with respect to any Bond or Subordinated Bond or portion thereof, the Principal Amount thereof or of such portion, or such other amount as may be provided in the applicable Supplemental Indenture, plus the premium, if any, payable upon redemption thereof;

"Refunding Bonds" shall mean any of the Bonds authorized by Section 206;

"Reimbursement Obligation" shall have the meaning given such term in Section 208;

"Remarketing Agent" shall mean any agent appointed pursuant to the applicable Supplemental Indenture to remarket Tender Bonds as defined in Section 203(4);

"Renewal and Replacement Reserve Fund" shall mean the fund so designated and created by Section 502;

"Renewal and Replacement Reserve Fund Requirement" shall have the meaning given such term by Section 609;

"Required Debt Service Fund Deposits" shall mean, with respect to each Series of Agency Bonds, the amounts so designated pursuant to Section 205(1)(ix) of this Indenture and the applicable Supplemental Indenture;

"Reserve Deposits," except as set forth in any Supplemental Indenture, shall mean one or more of the following:

- (i) irrevocable, unexpired letters of credit issued by banking institutions the senior long-term debt obligations of which (or of the holding company of such banking institution) have (at the time of issue of such letter of credit) a rating within the two highest rating categories generally available to banking institutions by each Rating Agency rating such debt without regard to any gradations within such categories; or
- (ii) irrevocable and unconditional policies of insurance in full force and effect issued by municipal bond insurers the obligations insured by which are eligible for a rating at the time of issuance of such policies within the two highest rating categories available to insurers generally issuing such insurance by each Rating Agency rating such insurance without regard to any gradations within such categories.

in each case providing for the payment of sums for the payment of Principal Installments and interest on Bonds in the manner provided under Section 508;

"Reserved Revenues" shall mean, as of any date of calculation, the amount then on deposit in the Stabilization Account of the Debt Service Fund;

"Revenue Anticipation Notes" shall mean Notes issued in accordance with Section 607 hereof in anticipation of user fees or the receipt of state or federal funds;

"Revenue Fund" shall mean the "Narragansett Bay Commission Water Quality Management District Commission Fund" so designated and created in accordance with the Act as described in Section 502;

"Revenues" shall mean and include (except as otherwise expressly provided herein) (i) all income, revenues, receipts, and other moneys, including any unrestricted fund balance attributable to the operation of the System, (a) derived by the Commission from its ownership and operation of the System (including collections by or on behalf of the Commission on account of services and commodities furnished or supplied by the System prior to the effective date of the Indenture) or (b) derived from any other source, to the extent such moneys are deposited or required to be deposited to the Revenue Fund by the Commission from time to time pursuant to a Supplemental Indenture (provided that any such moneys shall not be considered Revenues for purposes of Section 603(2) of this Indenture unless at the time of the deposit thereof to the Revenue Fund an Authorized Officer shall have submitted to the Trustee a certificate designating such moneys as Revenues for such purpose) and (ii) all accounts, general intangibles and contract or other rights to receive the Revenues described in clause (i), whether existing at the effective date of the Indenture or thereafter coming into existence and whether held by the Commission at the effective date of the Indenture or thereafter acquired, and the proceeds thereof, including, without limiting the generality of the foregoing, receipts from Rates and Charges and from the earnings on the investment of any moneys held under the Indenture by the Trustee, a Depository

or the Commission or remitted to the Commission by the Agency (other than moneys held in the Rebate Fund, the Purchase Fund, if any, and the Unrestricted Fund), receipts from fees, rates, assessments and other charges to any political subdivision of the State for services or commodities furnished or supplied by the System, proceeds of any grant or appropriation for or on account of Operating Expenses received by the Commission from the United States or the State or from any agency, instrumentality or political subdivision of either thereof, Debt Service Assistance and except to the extent otherwise provided herein, proceeds of the sale or other disposition of all or any part of the System and of insurance and condemnation awards received with respect to the System or any part thereof and Qualified Swap Receipts, but not including (i) any amounts not deemed "Revenues" pursuant to Section 515 hereof, (ii) the proceeds of the \$87,700,000 Narragansett Bay Water Quality Management District Commission Loan of 1980 and any premium or premiums and accrued interest received for such loan, and (iii) proceeds received by the Commission pursuant to any Agency Loan Agreement;

"Series" when used with respect to less than all of the Bonds or Subordinated Bonds, shall mean or refer to all of the Bonds or Subordinated Bonds authenticated and delivered on original issuance in a simultaneous transaction, regardless of variations in maturity, interest rate or other provisions and may also mean, if appropriate, a lot or subseries of any Series if, for any reason, the Commission should determine to divide any Series into two or more lots or subseries;

"Series Debt Service Reserve Fund Requirement" shall mean, as of any date of calculation, the aggregate amount required to be deposited to the Debt Service Reserve Fund pursuant to the Supplemental Indenture applicable to a particular Series of Bonds;

"Sinking Fund Payment" shall mean, as of any particular date of computation and with respect to Bonds or Subordinated Bonds of a particular Series, the amount of money required by any Supplemental Indenture to be paid by the Commission on such date for the retirement of any Outstanding Bonds or Subordinated Bonds of said Series which mature after said date, but does not include any amount payable by the Commission by reason of the redemption of Bonds or Subordinated Bonds at the election of the Commission or the Holders of such Bonds;

"Stabilization Account" shall mean the account in the Debt Service Fund so designated and created in accordance with Section 502;

"State" shall mean the State of Rhode Island and Providence Plantations;

"State Obligations" shall mean obligations of the Commission to the State with respect to principal of, premium, if any, and interest on State debt required to be paid by the Commission under Rhode Island General Laws Section 46-25-5(9);

"State Obligations Reimbursement Account" shall mean the account so designated and created in the Debt Service Fund in accordance with Section 502;

"Subordinated Bonds" shall have the meaning given such term in Section 209 hereof;

"Supplemental Indenture" shall mean any indenture of the Commission amending or supplementing the Indenture adopted and becoming effective in accordance with the terms of Article IX;

"System" shall mean the wastewater system of the Commission, together with any Capital Improvements or other additions thereto and substitutions for any part thereof heretofore or hereafter acquired or made by or on behalf of the Commission, and all other properties of the Commission used in, or necessary or desirable for, the operation of such system;

"Trust Estate" means all right, title and interest of the Commission in and to (i) all Revenues, and (ii) all monies, securities and Reserve Deposits in all funds and accounts established by or pursuant to the Indenture, except the Operation and Maintenance Fund, the Rebate Fund, the Purchase Fund, if any, and the Unrestricted Fund, if established;

"Trustee" means the trustee appointed in accordance with Section 801, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Indenture; and

"Unrestricted Fund" shall mean the fund so designated and created by Section 502.

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF BONDS

Section 201. Authority for the Indenture. The Indenture is adopted pursuant to the Act and pursuant to Section 3 of Chapter 397 of the Rhode Island Public Laws of 1996 and the resolution of the Commission adopted on February 11, 2004.

Section 202. Indenture to Constitute Contract. In consideration of the transfer by the State of the Narragansett Bay Water Quality Management District Commission Fund to the Commission, and the purchase and acceptance of the Bonds and Subordinated Bonds by those who shall own the same from time to time, the Indenture shall constitute a contract between the Commission, the State, and the Holders from time to time of the Bonds and Subordinated Bonds, and the pledges made in the Indentures and the covenants and agreements therein set forth to be performed by or on behalf of the Commission shall be, subject to the provisions of Section 209, for the equal benefit, protection and security of the Holders of any and all of the State Obligations, the Bonds and Subordinated Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, of any of the State Obligations over any other thereof, or of any of the Subordinated Bonds over any other thereof, except as expressly provided in or permitted by the Indenture.

Pursuant to the Act, the State has pledged to and agreed with the Holders of any Bonds or Notes issued pursuant to the Act and this Indenture, that the State will not limit or alter the rights of the Commission to fulfill the terms of this Indenture until such Bonds and Notes and the interest thereon are fully paid.

This Indenture shall replace and supercede the Trust Agreement between the Commission and Citizens Bank of Rhode Island, as Trustee dated as of July 1, 1997.

Section 203. Authorization of Bonds. (1) There is hereby authorized one or more Series of Bonds of the Commission to be designated as "Wastewater System Revenue Bonds," which Bonds may be issued as hereinafter provided from time to time, without limitation as to amount except as provided in the Indenture or as limited by law. Bonds may be issued in accordance with this Section for the purpose of (i) paying all or a portion of the Cost of any Project, (ii) the making of deposits in all funds and accounts, excluding the Unrestricted Fund, established hereunder, (iii) the payment of Costs of Issuance and the discount, if any, payable upon issuance of such Series of Bonds, (iv) the payment of the principal of and interest and premium, if any, on Notes issued in anticipation of such Bonds, (v) the securing of the Commission's repayment obligations with respect to, or sale to the Agency pursuant to, one or more Agency Loan Agreements or (vi) any combination of the foregoing. The Bonds may, if and when authorized by the Commission pursuant to one or more Supplemental Indentures, be issued in one or more Series, and within a Series, in one or more subseries or lots, and the designation thereof, in addition to the name "Wastewater System Revenue Bonds," may include such further appropriate designations added to or incorporated in such title for the Bonds of any particular Series, subseries or lots as the Commission may determine. The Bonds may be issued as Fixed Rate Bonds, Variable Rate Bonds, Tender Bonds, Compound Interest Bonds, Deferred Interest Bonds, Discount Bonds, Refunding Bonds, Cross-over Refunding Bonds, or any combination thereof in accordance with applicable provisions set forth below and the applicable Supplemental Indenture.

(2) The Commission may issue Bonds hereunder which bear a fixed rate or rates of interest during the term thereof ("Fixed Rate Bonds"). The applicable Supplemental Indenture shall specify the rate or rates of interest borne by such Bonds and the interest payment dates thereof.

(3) The Commission may issue Bonds ("Variable Rate Bonds") hereunder which provide for a variable, adjustable, convertible or other similar rates of interest, not fixed as to percentage at the date of issue thereof. Any Variable Rate Bond issued hereunder may be issued with provisions allowing conversion of such Bond, at the option of the Commission or the Holder thereof, into a Fixed Rate Bond or a Bond bearing a different Variable Rate. If any Variable Rate Bonds are issued hereunder, the applicable Supplemental Indenture shall specify:

- (i) a maximum interest rate (the "Variable Rate Ceiling") payable on such Bonds during the period while such Bonds shall be Variable Rate Bonds;



- (ii) the method or methods for determining the interest rate borne by such Bonds and the frequency of change thereof; and
- (iii) if deemed desirable by the Commission, provisions with respect to the conversion of such Bonds to Fixed Rate Bonds or Bonds in a different Variable Rate mode and the further conversion of such Fixed Rate Bonds to Variable Rate Bonds.

The method or methods for determining the interest rate on Variable Rate Bonds pursuant to (ii) above may include the selection of such rate by a Remarketing Agent as provided in an agreement between the Commission and such Remarketing Agent, the utilization of an index or indices as described in the applicable Supplemental Indenture, or such other standard or standards set forth by the Commission in the applicable Supplemental Indenture or any combination of the foregoing.

(4) The Commission may provide that Bonds issued as Variable Rate Bonds or Fixed Rate Bonds may include an option exercisable by the Holders thereof to have such Bonds ("Tender Bonds") either repurchased or redeemed prior to the maturity thereof. If any Tender Bonds are issued hereunder, the applicable Supplemental Indenture shall specify:

- (i) the period or periods during which and the circumstances under which such option may be exercised, including provisions for the variation of such periods;
- (ii) provisions as the Commission shall deem desirable, with respect to the repurchase of such Bonds and the remarketing thereof, including provisions with respect to the appointment of a Remarketing Agent therefor;
- (iii) provisions, as the Commission shall deem desirable, for the adjustment of the interest rate or maturity of such Bonds upon the exercise of any such option; and
- (iv) the Purchase Price.

Unless otherwise provided in the applicable Supplemental Indenture, any Tender Bonds which shall have been repurchased pursuant to any remarketing agreement or with the proceeds of a Reserve Deposit and not otherwise redeemed by the Commission shall continue to be Outstanding Bonds hereunder.

Any Variable Rate Bonds which contain an option to convert such Bonds to Fixed Rate Bonds shall be deemed Variable Rate Bonds hereunder until the date of such conversion and, unless such Bonds may be subsequently reconverted to Variable Rate Bonds, on and after such date such Bonds shall be deemed Fixed Rate Bonds.

(5) The Commission may issue Bonds which provide for the addition of all or any part of accrued and unpaid interest thereon to the principal due thereon upon such terms with respect thereto determined by an applicable Supplemental Indenture ("Compound Interest Bonds"). The Commission may issue Bonds which either bear a zero stated rate of interest or bear a stated rate of interest such that such Bonds are sold to the public on original issuance at a price less than the aggregate Principal Amount thereof in order to provide such yield thereon as deemed appropriate and desirable thereon by the Commission ("Discount Bonds"). In the applicable Supplemental Indenture for any Compound Interest Bonds or Discount Bonds, the Commission shall provide for the method of determination of the Principal Amount and "interest" payable on such Bonds as of any date of calculation and for the purposes hereof such terms with respect to such Bonds shall have the meanings given in such applicable Supplemental Indenture.

(6) The Commission may issue Deferred Interest Bonds. In the applicable Supplemental Indenture for any Deferred Interest Bonds, the Commission shall provide for the rate at which interest accrues on such Deferred Interest Bonds, the time period during which the Deferred Interest Bonds do not pay interest on a current basis, the amount by which the Principal Amount of such Deferred Interest Bond will increase when interest is not paid on a current basis, and the amount of interest payable annually, if any.

(7) For purposes of this Section, Bonds shall include Subordinated Bonds.

(8) The Commission may issue Refunding Bonds and Cross-over Refunding Bonds, as provided herein.

Section 204. [RESERVED].

Section 205. General Provisions for Issuance of Bonds: (1) Bonds of any Series shall be authorized by a Supplemental Indenture which shall specify:

- (i) the authorized Principal Amount, designation, manner of numbering and lettering and Series of such Bonds;
- (ii) the date of such Bonds and the date or dates of maturity thereof;
- (iii) the Redemption Price or Prices and the time or times and other terms of redemption, if any, of any of such Bonds;
- (iv) the amount and date of each Sinking Fund Payment, if any, required to be paid for the retirement of any of such Bonds of like maturity;
- (v) the manner in which the proceeds, if any, of such Bonds are to be applied;

- (vi) the Project or Projects, if any, to be financed by such Bonds and the designation of a Project Account, if any, for the Bonds of such Series;
- (vii) the form or forms of the Bonds of such Series;
- (viii) the Series Debt Service Reserve Fund Requirement, if any, applicable to the Bonds of such Series;
- (ix) if the Bonds are Agency Bonds, the Required Debt Service Fund Deposits to be made to the Debt Service Fund in compliance with the applicable Agency Loan Agreement, taking into account any principal or interest subsidies available to the Commission in connection with such Agency Loan Agreement;
- (x) the minimum denomination, if any, applicable to the Bonds of such Series; and
- (xi) any other provisions deemed advisable by the Commission not in conflict with the Indenture.

(2) The Bonds of each Series shall be executed by the Commission and delivered to the Authenticating Agent for such Series of Bonds and by it authenticated and delivered to or upon the order of the Commission, but only upon receipt by the Trustee of:

- (i) written order signed by an Authorized Officer of the Commission as to the authentication and delivery of such Bonds;
- (ii) a copy of the applicable Supplemental Indenture executed by an Authorized Officer;
- (iii) an amount of moneys or Reserve Deposits in a stated amount such that following the issuance of such Bonds and application of their proceeds, the amounts on deposit in and the aggregate stated and unpaid amount of all Reserve Deposits held as part of the Debt Service Reserve Fund shall equal the Debt Service Reserve Fund Requirement, if any; provided, however, that the applicable Supplemental Indenture may provide that the Series Debt Service Reserve Fund Requirement, if any, attributable to any Series of Agency Bonds may be funded in substantially equal monthly installments over a period of time after issuance as specified in the applicable Supplemental Indenture (which period shall not exceed 24 months);
- (iv) a certificate of a Consulting Engineer or Certified Public Accountant (a) setting forth the estimated annual Net Revenues for each of the three full

Fiscal Years following the issuance of such Bonds (including the Fiscal Year in which such Bonds are issued), after giving effect to any increases or decreases in Rates and Charges projected to be in effect for such period, and to the Series Debt Service Reserve Fund Requirement attributable to such Bonds and to any additional Revenues projected to be available during such period, and (b) showing for each of such Fiscal Years that the estimated annual Net Revenues for such Fiscal Year together with the amounts of Reserved Revenues, if any, available in such Fiscal Year (as calculated by an Authorized Officer at the time of the issuance of such Bonds) will be, except with respect to Agency Bonds, at least equal to one hundred twenty-five percent (125%) and with respect to Agency Bonds, at least equal to one hundred thirty-five percent (135%) of the Required Debt Service Fund Deposits for Agency Bonds (based on debt service net of any interest rate subsidy) for such Fiscal Year (or such higher amount as may be set forth in the Supplemental Indenture authorizing the issuance of such Series of Bonds) of (A) the Debt Service Requirement for such Fiscal Year less (B) the amount, if any, of Bond proceeds available or projected to be available to pay Principal Installments and interest becoming due in such Fiscal Year on Bonds Outstanding or projected to be Outstanding as of the first day of such Fiscal Year; provided that the Consulting Engineer's or Certified Public Accountant's certificate shall not project any increase in Rates and Charges during the first full Fiscal Year of the projection period which has not been adopted by the Commission for such Fiscal Year on or before the date of such certificate;

- (v) if on the date of issuance of such Series of Bonds the Commission has any outstanding obligation to replenish the Debt Service Reserve Fund under Section 508(4), evidence that the Commission has made at least one monthly payment with respect to such obligation on or before the date required thereunder;
- (vi) a certificate of an Authorized Officer stating that, as of the date of delivery of such Bonds, no Event of Default, as described in Section 701, has occurred and is continuing; and
- (vii) to the extent required by law, an order of the Division of Public Utilities approving the issuance of the Bonds.

Section 206. Special Conditions Precedent to the Delivery of Refunding Bonds. (1) One or more Series of Refunding Bonds or Cross-over Refunding Bonds may be issued in accordance with this Section for the purpose of refunding all or any part of the Bonds of one or more Series Outstanding.

(2) A Series of Refunding Bonds or Cross-over Refunding Bonds shall be executed by the Commission and delivered to the Authenticating Agent for such Series of Bonds and by it authenticated and delivered to or upon the written order of the Commission, but only upon receipt by the Trustee of the documents required for the issuance of Bonds set forth in the Indenture, provided that in lieu of the certificate satisfying the conditions of Section 205(2)(iv) the Commission may deliver to the Trustee a certificate of an Authorized Officer setting forth the Debt Service Fund Requirement for each Fiscal Year in which Bonds are or will be Outstanding (a) computed immediately prior to the delivery of such Refunding Bonds and (b) computed immediately after the delivery of such Refunding Bonds, and stating that the Debt Service Fund Requirement in each Fiscal Year in which Bonds will be Outstanding as computed in clause (b) of this sentence will not be greater than the Debt Service Fund Requirement in each such Fiscal Year as computed in clause (a) of this sentence.

Section 207. Bond Anticipation Notes. Whenever the Commission shall authorize the issuance of a Series of Bonds, the Commission may by resolution pursuant to Rhode Island General laws § 46-25-58 and Section 607(b) hereof authorize the issuance of Bond Anticipation Notes (and renewals thereof) in anticipation of such Series. Except as otherwise provided in the Supplemental Indenture authorizing the same, the proceeds of such Bond Anticipation Notes shall be deposited in a Project Account established pursuant to Section 503(2) hereof. The principal of and interest on such Bond Anticipation Notes and renewals thereof shall be payable from any moneys of the Commission pledged therefor, from the proceeds of such Bond Anticipation Notes or from the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of such Bonds may be pledged for the payment of the principal of and interest on such Bond Anticipation Notes and any such pledge shall have a priority over any other pledge of such proceeds created by the Indenture. Subject to Section 607, the Commission may also pledge the Revenues to the payment of such Bond Anticipation Notes. A copy of the resolution of the Commission authorizing such Bond Anticipation Notes shall be delivered to the Trustee immediately following adoption, together with such other information concerning such Bond Anticipation Notes as the Trustee may reasonably request. The terms, conditions and details of the Bond Anticipation Notes shall be governed by the Act.

Section 208. Additional Security. In addition to the security provided for the Bonds hereunder, in connection with any Series of Bonds hereunder, the Commission may obtain or cause to be obtained letters of credit, lines of credit, insurance or similar obligations, agreements or instruments ("Additional Security") securing or providing for the payment of all or a portion of the Principal Installments or Redemption Price of, or interest due or to become due on, such Bonds or providing for the purchase of such Bonds or a portion thereof by the issuer or obligor of any such Additional Security. In connection therewith the Commission may enter into such agreements with the issuer of or obligor on such Additional Security providing for, among other things, the payment of fees and expenses to such issuer or obligor for the issuance of such Additional Security, which fees and expenses may be Costs of Issuance or Operating Expenses as appropriate, the terms and conditions of such Additional Security and the Series of Bonds affected thereby, and the security, if any, to be provided for the issuance of such Additional

Security and the payments of such fees and expenses or the obligations of the Commission with respect thereto.

In addition to any security permitted hereunder, the Commission may secure its obligations with respect to any Additional Security by an agreement providing for the purchase of the Series of Bonds secured thereby with such adjustments to the rate of interest, method of determining interest, maturity, or redemption provisions as specified by the Commission in the applicable Supplemental Indenture. The Commission may also in an agreement with the issuer of or obligor on such Additional Security agree to directly reimburse ("Reimbursement Obligations") such issuer or obligor for amounts paid under the terms of such Additional Security, together with interest thereon. Such Reimbursement Obligations may be secured by a lien on Revenues which, upon payment of amounts payable under the terms of such Additional Security and application of such amounts as provided in the agreements providing therefor, may be on a parity with the lien created by Section 501 hereof. So long as no amounts shall be paid under such Additional Security and such Reimbursement Obligations shall remain contingent, such Reimbursement Obligations shall not be taken in account hereof under the provisions of Section 603, provided the issuer of or obligor on such Additional Security may be deemed a Holder hereunder, including the Holder of all Bonds secured thereby, for the purposes of voting, giving consents, receiving notices and otherwise as may be specified in the applicable Supplemental Indenture. Upon the payment of amounts under the Additional Security which results in a Reimbursement Obligation becoming due and payable, such Reimbursement Obligation shall be deemed a Bond Outstanding hereunder for the purposes of Section 603 and for such other purposes hereunder as may be specified in the applicable Supplemental Indenture.

#### Section 209. Subordinated Bonds.

(1) The Commission may, subject to the conditions set forth in this Section 209, from time to time issue bonds which shall be secured by a pledge of the Trust Estate that is subordinate to the pledge effected by Section 501 hereof for the benefit of Bonds. Such Subordinated Bonds shall contain an express statement to the effect that payment of the principal of and interest on such Subordinated Bonds is subordinate in all respects to the payment of the principal of and interest on Bonds and that the lien and security interest on the Trust Estate established for the benefit of such Subordinated Bonds is subordinate in all respects to the lien and security interest on the Trust Estate created for the benefit of Bonds. Funds on deposit in the Debt Service Reserve Fund shall be excluded from the Trust Estate pledged for the benefit of such Subordinated Bonds and shall not be applied to the payment of principal of or interest on such Subordinated Bonds. The Supplemental Indenture with respect to any Subordinated Bonds may establish separate reserves for the benefit of such Subordinated Bonds (which may be excluded from the Trust Estate pledged for the benefit of Bonds), shall specify the terms and conditions applicable to such Subordinated Bonds, and shall make such amendments to this Indenture as are certified by an Authorized Officer of the Commission to be necessary to provide for the issuance of Subordinated Bonds, the payment thereof and the default and remedies provisions applicable thereto and to effect the subordination of payments with respect to such Subordinated Bonds to payments due on the Bonds.

(2) In the event that one or more Series of Outstanding Bonds has been assigned a rating by any Rating Agency, no Subordinated Bonds shall be issued pursuant to this Section 209 unless the Commission has provided (i) evidence to the Trustee that either (a) each such Rating Agency has confirmed in writing that such issuance of Subordinated Bonds will not adversely affect the ratings on each such Series of Outstanding Bonds provided by such Rating Agency or (b) each such Rating Agency has issued a rating on such Subordinated Bonds which is no lower than the rating assigned by such Rating Agency to any Series of Outstanding Bonds (which rating in each case is not based on Additional Security, if any, provided for such Series of Subordinated Bonds or Series of Outstanding Bonds, as applicable) prior to such issuance or (ii) any other evidence satisfactory to the Trustee that such adjustment will not adversely affect the then current ratings, if any, assigned to any Outstanding Bonds by any Rating Agency.

### ARTICLE III

#### GENERAL TERMS AND PROVISIONS OF BONDS

##### Section 301. Place and Medium of Payment, Form and Date.

(1) The Bonds of each Series shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts at the office of such Paying Agents as is specified in the applicable Supplemental Indenture. The interest on any Bonds may be paid by check, draft, wire transfer or other means as specified in the applicable Supplemental Indenture. The Commission may make provisions in the applicable Supplemental Indenture with respect to record dates for purposes of determining registered Holders for purposes of paying interest on any Bond.

(2) Unless otherwise provided in the applicable Supplemental Indentures the Bonds of each Series shall be issued in the form of fully registered bonds without coupons payable to a named person or registered assigns. All Bonds shall each be in the denomination of \$5,000 or any whole multiple thereof and shall be in the form provided in the applicable Supplemental Indenture. The Commission may provide in the applicable Supplemental Indenture for the issuance of the Bonds so authorized in book-entry form or in denominations less or more than \$5,000 upon the terms and conditions set forth therein together with such modifications to this Indenture as are necessary to the issuance of such Series of Bonds in such form.

(3) Bonds of each Series shall be dated as of the date or dates provided in the applicable Supplemental Indenture. Unless otherwise provided in the Supplemental Indenture, all Bonds of each Series shall bear interest from their date.

Section 302. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Indenture as may be necessary or desirable to comply with custom, the rules of any securities

exchange, commission or board or brokerage board, or otherwise, as may be determined by the Commission prior to the authentication and delivery thereof.

Section 303. Execution and Authentication. (1) The Bonds shall be executed in the name of the Commission by the manual or facsimile signature of an Authorized Officer of the Commission and countersigned by an Authorized Officer of the Commission and its seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually authenticated and delivered by the Authenticating Agent for such Bonds, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond of a Series may be signed and sealed on behalf of the Commission by such persons as at the actual time of the execution of such Bond shall be duly authorized or hold the proper office in the Commission, although at the date of the execution of the Bonds of such Series such persons may not have been so authorized or have held such office.

(2) The Bonds of each Series shall bear thereon a certificate of authentication, in substantially the following form, executed manually by the Authenticating Agent for such Series as specified in the applicable Supplemental Indenture. Only such Bonds as bear such certificate of authentication shall be entitled to any right or benefit under the Indenture and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee or such Authenticating Agent. Such certificate of the Authenticating Agent upon any Bond shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under the Indenture and the registered owner thereof is entitled to the benefits of the Indenture:

Certificate of Authentication

This bond is one of the Bonds described in the within-mentioned Indentures.

(Corporate name of Authenticating Agent)

By \_\_\_\_\_  
Authorized Signatory

Section 304. Interchangeability of Bonds. Bonds, upon surrender thereof at the office of the Trustee, or, when authorized by the applicable Supplemental Indenture, any Paying Agent, with a written instrument of transfer satisfactory to the Trustee or such Paying Agent, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder thereof, be exchanged for an equal aggregate Principal Amount of Bonds of the same Series and maturity of any other authorized denomination.



Section 305. Negotiability, Transfer, and Registry. (1) All the Bonds issued under the Indenture shall be negotiable, subject to the provisions for registration and transfer contained in the Indenture and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Commission shall maintain and keep, at the Principal Office of the Trustee, who shall be registrar for the Bonds, books for the registration and transfer of each Series of Bonds; and upon presentation thereof for such purpose at said office, or at the Principal Office of such other Paying Agent, if any, as may be specified in the applicable Supplemental Indenture, the Commission shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Trustee or Paying Agent may prescribe, any Bond entitled to registration or transfer.

(2) Unless otherwise specified in the applicable Supplemental Indenture, each Bond shall be transferable only upon the books of the Commission in the manner provided in the form of such Bonds. As to any Bond, the Commission and each Fiduciary may deem and treat the person in whose name the Bond shall be registered upon the books of the Commission as the absolute owner of such Bond, whether such Bond shall be overdue or not for the purpose of receiving payment of, or on account of, the Principal Amount or Redemption Price of and interest on such Bond and for all other purposes, and neither the Commission nor any Fiduciary shall be affected by any notice to the contrary. The Commission, to the extent permitted by law, agrees to indemnify and save each Fiduciary harmless from any and all loss, expense, judgment of liability incurred by it, acting in good faith and without gross negligence hereunder, in so treating such registered owner.

(3) All Bonds surrendered in any exchange or transfer of Bonds shall forthwith be canceled by the Authenticating Agent. For every such exchange or transfer of Bonds, whether temporary or definitive, the Commission, the Trustee or the Authenticating Agent for the Bonds of such Series may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. The Commission shall not be obligated to make any such exchange or transfer of Bonds of any Series during the 10 days next preceding an interest or Principal Installment payment date of the Bonds of such Series or, in the case of any proposed redemption of Bonds of such Series, next preceding the date of the mailing of notice of such redemption, and shall not be obligated to make any exchange or transfer of Bonds called for redemption except as provided in Section 406.

Section 306. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Commission shall execute, and thereupon the Authenticating Agent for the Bonds of such Series shall authenticate and deliver, a new Bond of like Series, maturity and Principal Amount as the Bond so mutilated, destroyed, stolen or lost, in cancellation and substitution for such mutilated Bond, (upon surrender and cancellation of such mutilated Bond) or in lieu of and substitution for the Bond destroyed, stolen or lost, (upon filing with the Authenticating Agent evidence satisfactory to the Commission and the Authenticating Agent that such Bond has been destroyed, stolen or lost and proof of ownership thereof) and upon furnishing the Commission, the Trustee and the Authenticating Agent with indemnity satisfactory to them and complying with such other reasonable regulations as the

Commission, the Trustee or such Authenticating Agent may prescribe and paying such fees and expenses as the Commission, the Trustee or such Authenticating Agent may incur including the expenses, if any, of printing and delivering such new Bond. All Bonds so surrendered shall be canceled by the Authenticating Agent. The Authenticating Agent shall advise the applicable Paying Agents of the issuance of substitute Bonds.

Section 307. Preparation of Definitive Bonds, Interim Receipts and Temporary Bonds. Subject to the applicable Supplemental Indenture, until the definitive Bonds of any Series are prepared, the Commission may execute and, upon the written request of the Commission, the Authenticating Agent for such Series shall authenticate and deliver, in lieu of definitive Bonds, one or more interim receipts, or one or more temporary Bonds, substantially of the tenor of such definitive Bonds, (but with such registration provisions as the Commission may provide) and with such omissions, insertions and variations as may be appropriate for temporary Bonds. The Commission at its own expense shall prepare and execute and, upon the surrender at the Principal Office of the Authenticating Agent of such interim receipts and of such temporary Bonds, for exchange and cancellation, the Authenticating Agent shall authenticate and, without charge to the registered owner thereof, deliver in exchange therefor, definitive Bonds, of the same aggregate Principal Amount and Series and maturity as the interim receipt or temporary Bonds surrendered. Until so exchanged, the interim receipt and temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to the Indenture. All interim receipts and all temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall be forthwith canceled by the Authenticating Agent.

Section 308. Cancellation of Bonds. All Bonds redeemed or paid by the Commission or any Fiduciary, or received by any Fiduciary on any transfer or exchange of Bonds, interim receipts or temporary Bonds, shall be canceled by it and delivered to the Trustee. Except as may be provided in the applicable Supplemental Indentures all Bonds purchased, redeemed or paid by any Fiduciary shall be canceled by it and delivered to the Trustee. No such Bonds shall be deemed Outstanding under the Indenture and no Bonds shall be issued in lieu thereof. All such canceled Bonds and all other Bonds canceled by any Fiduciary pursuant to the Indenture shall upon order of the Commission be destroyed by the Trustee and a certificate thereof delivered to the Commission.

## ARTICLE IV

### REDEMPTION OF BONDS

Section 401. Privilege of Redemption and Redemption Price. Bonds subject to redemption prior to maturity pursuant to a Supplemental Indenture shall be redeemable, upon mailed notice as provided in this Article IV, at such times, at such Redemption Prices and upon such terms (in addition to and consistent with the terms contained in this Article IV) as may be specified in the applicable Supplemental Indenture.

Section 402. Redemption at the Election of the Commission. In the case of any redemption of Bonds otherwise than as provided in Section 403, the Commission shall give written notice to the Trustee of its election so to redeem, of the redemption date, of the Series and of the Principal Amount of the Bonds of each maturity of such Series to be redeemed (which Series, maturities and Principal Amount shall be determined by the Commission in its sole discretion, subject to any limitations with respect thereto contained herein and in any Supplemental Indenture), provided that in the case of any redemption of the Bonds in whole, the Commission shall also give written notice to the Rating Agencies (if any) then rating the Bonds. Such notice shall be given at least forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as provided in Section 405, the Trustee shall, on or before the redemption date, pay out of the moneys available therefor to the appropriate Paying Agent or Paying Agents an amount which, in addition to other moneys, if any, available therefor held by such Paying Agent or Paying Agents, will be sufficient to redeem on the redemption date at the Redemption Price thereof, all of the Bonds to be redeemed.

In the case of an optional redemption, the notice may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (2) that the Commission retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in Section 405.

Section 403. Redemption Otherwise Than at Commission's Election. Whenever by the terms of the Indenture and the applicable Supplemental Indenture Bonds of a Series are required to be redeemed otherwise than at the election of the Commission, the Trustee shall select the Bonds to be redeemed, give the notice of redemption and pay out of the moneys available therefor the Redemption Price to the appropriate Paying Agents in accordance with the terms of this Article IV and, to the extent applicable, Section 506.

Section 404. Selection of Bonds to be Redeemed by Lot. Except as otherwise provided in a Supplemental Indenture with respect to a particular Series of Bonds, in the event of redemption of less than all the Outstanding Bonds of like Series and maturity, the Trustee shall select by lot, in such manner in its discretion as it shall deem appropriate and fair, the numbers of the Bonds to be redeemed and the portions of any thereof to be redeemed in part. Bonds of denominations of more than the applicable minimum denomination, if any, may be redeemed either as a whole or in part (which part must be in the amount of the applicable minimum denomination, if any, or an integral multiple thereof). For the purposes of this Section 404, Bonds, or portions thereof, which have theretofore been selected for redemption shall not be deemed Outstanding.

Section 405. Notice of Redemption. When the Trustee shall receive notice from the Commission of its election to redeem Bonds pursuant to Section 402, and when redemption of Bonds is required by the Indenture and the applicable Supplemental Indenture pursuant to

Section 403, the Trustee shall give notice, in the name of the Commission, of the redemption of such Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, the respective portions of the Principal Amount thereof to be redeemed. The notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the redemption price thereof, together with interest accrued to the redemption date, and that moneys therefor having been deposited with the Trustee, from and after such date, interest thereon shall cease to accrue and that the Bonds or portions thereof called for redemption shall cease to be entitled to any benefit under the applicable Supplemental Indenture except the right to receive payment of the redemption price. The Trustee shall mail a copy of such notice, postage prepaid, not less than 25 days before the redemption date (provided that, if the Commission notifies the Trustee in writing in connection with the redemption of Bonds issued to secure the Commission's repayment obligations with respect to one or more Agency Loan Agreements that notice of redemption must be mailed at a reasonable date, the Trustee shall mail such notice no later than the date specified by the Commission) to the Holders of any Bonds or portions of Bonds which are to be redeemed at their last address, if any, appearing upon the registration books for such Series of Bonds. Failure to so mail any such notice to any one Holder or any defect in such notice shall not affect the validity of the proceedings for the redemption of Bonds owned by any other Holder to whom the required notice has been given, nor shall the Trustee bear any liability therefor or in connection therewith.

Any Conditional Redemption may be rescinded in whole or in part at any time prior to the redemption date if the Commission delivers an Authorized Officer's certificate to the Trustee instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Commission to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the securities depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

Section 406. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 405, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest, if any, accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price plus interest, if any, accrued and unpaid to the redemption date. If there shall be called for redemption less than all of a Bond, the Commission shall execute and the Authenticating Agent for such Bonds shall authenticate and deliver, upon the surrender of such Bond, without charge to the Holder thereof, for the unredeemed balance of the Principal Amount of the Bond so surrendered, Bonds of like Series and maturity in any of the authorized denominations. If, on the

redemption date, sufficient moneys for the redemption of all the Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be held by the Paying Agents so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable. If said moneys shall not be available on the redemption date, such Bonds or portions thereof shall continue to accrue interest until paid at the same rate or yield, as applicable, and in the same manner as they would have borne had they not been called for redemption.

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 501. The Pledge Effected by the Indenture. There are pledged pursuant to the Indenture for the payment of the Principal Amount and Redemption Price of and interest on the State Obligations, the Bonds and, to the extent provided in any Qualified Swap Agreement for the payment of Qualified Swap Payments pursuant to Qualified Swap Agreements and all other amounts due from time to time under this Indenture and, subject to the provisions of Section 209, Subordinated Bonds, in each case, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture, (i) subject to Section 207, the proceeds of sale of the Bonds, (ii) all Revenues, and (iii) all moneys, securities and Reserve Deposits in all funds and accounts established by or pursuant to the Indenture except the Operation and Maintenance Fund, the Rebate Fund, the Purchase Fund, if any, and the Unrestricted Fund. The Bonds and Subordinated Bonds shall be general obligations of the Commission and the full faith and credit of the Commission are hereby pledged for the payment of the Principal Amount and Redemption Price and interest on the Bonds and Subordinated Bonds. Neither the State nor any political subdivision thereof or city or town therein, other than the Commission, shall be obligated to pay the Bonds or Subordinated Bonds and neither the faith and credit nor the taxing power of the State or any political subdivision thereof or city or town therein is pledged to the payment of the Bonds or Subordinated Bonds.

Section 502. Establishment of Funds and Accounts. The following funds and accounts shall be established to be held by the Trustee, except the Operation and Maintenance Fund, the Insurance Reserve Fund, and the Unrestricted Fund, which shall be held by the Commission in the custody of one or more banks selected by the Commission (including but not limited to the Trustee or any Depository) and the Revenue Fund, which, prior to the occurrence of any Event of Default hereunder, shall be under the exclusive control of the Commission, and which shall be held by the Trustee upon the occurrence of any Event of Default hereunder:

- (i) Project Fund
  - (a) Project Accounts
  - (b) Operating Capital Accounts
  - (c) Grants and Project Reimbursements Account
  - (d) Cost of Issuance Accounts

- (ii) Revenue Fund (the "Narragansett Bay Water Quality Management District Commission Fund")
  - (a) Narragansett Bay Environmental Enforcement Fund
- (iii) Operation and Maintenance Fund
- (iv) Debt Service Fund
  - (a) State Obligations Reimbursement Account
  - (b) Debt Service Payment Account
  - (c) Debt Service Assistance Account
  - (d) Stabilization Account
- (v) Redemption Fund
- (vi) Debt Service Reserve Fund
- (vii) Operation and Maintenance Reserve Fund
- (viii) Insurance Reserve Fund
- (ix) Renewal and Replacement Reserve Fund
- (x) Rebate Fund
- (xi) Unrestricted Fund

There shall be established within the Debt Service Fund a separate account to be known as the Debt Service Assistance Account. The Commission may establish a special account to be held by the Trustee or its agent and to be called the Purchase Fund. Such Purchase Fund and the amounts therein shall only be applied to the purposes thereof as set forth in a Supplemental Indenture. The Commission may establish, in connection with the issuance of one or more Series of Bonds or Subordinated Bonds or pursuant to an order of the PUC, additional funds or accounts hereunder to be held for the benefit of one or more Series of Bonds or Subordinated Bonds and subaccounts within the funds and accounts established hereunder, as set forth in Supplemental Indentures. Any fund or account established pursuant to an order of the PUC may be closed with approval of the PUC.

Section 503. Project Fund. (1) The Supplemental Indenture for any Series of Bonds or Subordinated Bonds issued in whole or in part to pay the Cost of any Project may establish within the Project Fund one or more separate accounts (herein called "Project Accounts") for such Series of Bonds or Subordinated Bonds.

(2) There shall be deposited in each Project Account (i) the amount, if any, provided in the applicable Supplemental Indenture to be deposited therein to pay the Costs of the Projects financed by such Series, (ii) the proceeds of any Bond Anticipation Notes (or renewals thereof which were issued to pay the cost of any Project financed in whole or in part by such Bonds, (iii) the proceeds of insurance on any such Project received by the Commission during the period of construction pursuant to Section 606(2), and (iv) any other amounts (not required by the Indenture to be otherwise deposited), as determined by the Commission, including without limitation the proceeds of any loan made or bonds sold under any Agency Loan Agreement which the Commission elects to deposit in the Project Account pending disbursement thereof to the extent permitted by the Agency.

(3) Amounts in any Project Account shall be disbursed to or upon the order of the Commission to be applied to the Cost of the Projects financed in whole or in part by such Series upon receipt by the Trustee of one or more requisitions, in form annexed to and incorporated into the Supplemental Indenture, subject to any additional requirements imposed by the applicable Supplemental Indenture, signed by an Authorized Officer (who for purposes of this Section 503 shall be the Executive Director of the Commission or such other person as the Commission may authorize). Upon completion of any Project the Costs of which are payable from a Project Account, the Commission shall file with the Trustee a certificate of an Authorized Officer, approved by a Consulting Engineer, setting forth the final Cost of such Project and stating (i) that such Project has been completed to the satisfaction of the Commission and (ii) that all amounts withdrawn from the applicable Project Account with respect to such Project have been applied to the Cost of such Project. Such certificate shall further set forth the balance, if any, remaining in the applicable Project Account not required for the payment of Costs of such Project. Any such balance shall be applied by the Trustee, at the written direction of an Authorized Officer of the Commission and subject to the requirements of any Supplemental Indenture (i) to the Cost of other Projects payable from such Project Account, (ii) to the Cost of other Capital Improvements, including Projects, by deposit of such amount in another and separate Project Account or (iii) to the redemption of the Bonds or Subordinated Bonds of the Series for which such Project Account was established by deposit of such amount in the Redemption Fund; provided that, in the case of proceeds of any Series of Agency Bonds, such amount shall be applied as provided in Section 503(3)(iii) unless the Commission shall have received the written approval of the Agency of another use permitted under this subsection. Notwithstanding the foregoing, if at any time the amount on deposit and available therefor in the Debt Service Fund, including the Debt Service Assistance Account, Redemption Fund and Debt Service Reserve Fund Accounts is insufficient to pay the Principal Installments and Redemption Price of and interest on the Bonds then due, the Trustee shall transfer from any unencumbered moneys on deposit in the Project Accounts (in such order of priority as the Commission by certificate of an Authorized Officer shall direct) to the Debt Service Fund the amount necessary to meet the deficiency.

(4) Upon the determination by the Commission that a Project undertaken or to be undertaken has been or should be delayed and that no further amounts or significantly reduced amounts are required therefor from the applicable Project Account, the Commission may, subject to the requirements of any Supplemental Indenture and to the delivery to the Trustee of an opinion of Bond Counsel to the effect that such transfer or application will not have an adverse effect on the excludability of interest on Bonds of the Series for purposes of computing the federal income taxes of the Holder thereof for which such Project Account was established, direct the Trustee in writing to transfer or apply amounts then on deposit in the applicable Project Account (i) to the payment of Costs of other Projects payable from such Project Account, (ii) to another and separate Project Account or Operating Capital Account, (iii) to the Renewal and Replacement Reserve Fund, or (iv) to the Redemption Fund for application to the redemption of Bonds or Subordinated Bonds of the Series for which such Project Account was established; provided that, in the case of proceeds of any Series of Agency Bonds, such amount shall be applied as provided in Section 503(4)(iv) unless the Commission shall have received the written approval of the Agency of another use permitted under this subsection.

(5) At any time that the Commission determines to undertake Capital Improvements to be financed by Revenues, the Commission may direct the Trustee in writing to establish within the Project Fund one or more separate accounts (herein called "Operating Capital Accounts") for such Capital Improvements. There shall be deposited in any such Operating Capital Account (i) any amounts withdrawn from the Revenue Fund for deposit therein pursuant to Section 504 and (ii) any amounts withdrawn from the Renewal and Replacement Reserve Fund for deposit therein pursuant to Section 512; (iii) any amounts transferred from the Stabilization Account pursuant to Section 506(6)(v) and (iv) any other amounts (not required by the Indenture to be otherwise deposited) as determined by the Commission and certified in writing to the Trustee. Amounts in a Operating Capital Account shall be disbursed to or upon the order of the Commission to be applied to the Cost of the Capital Improvements for which such account was established upon receipt by the Trustee of one or more requisitions, in form as attached or annexed to the Supplemental Indenture and incorporated therein by reference, signed by an Authorized Officer. Upon completion of such Capital Improvements, or upon a determination by the Commission that a Capital Improvement undertaken or to be undertaken has been or should be abandoned or delayed and that no further amounts or significantly reduced amounts are required therefore from the applicable Operating Capital Account, the Commission may direct the Trustee in writing to transfer amounts then on deposit in the applicable Operating Capital Account (i) to another and separate Operating Capital Account or (ii) to the Revenue Fund. Notwithstanding the foregoing, if at any time the amount on deposit and available therefore in the Debt Service Fund, including the Debt Service Assistance Account, Redemption Fund and Debt Service Reserve Fund, is insufficient to pay the Principal Installments and Redemption Price of and interest on the Bonds then due, the Trustee shall transfer from any unencumbered moneys on deposit in the Operating Capital Accounts (in such order of priority as the Commission by certificate of an Authorized Officer shall direct) to the Debt Service Fund, the amount necessary to meet the deficiency.

(6) There shall be deposited in the Grants and Project Reimbursements Account (i) any amounts received as grants or reimbursement from the federal or State government or any agency or department of the federal or State governments, and (ii) any amounts withdrawn from the Renewal and Replacement Reserve Fund for deposit therein pursuant to Section 512 and (iii) any other amounts (not required by the Indenture to be otherwise deposited) as determined by the Commission and certified in writing to the Trustee. Amounts in the Grants and Project Reimbursements Account shall be disbursed to or upon the order of the Commission to be applied to the Cost of the Capital Improvements or Operating Expenses upon receipt by the Trustee of one or more requisitions, in form as attached or annexed to the Supplemental Indenture and incorporated therein by reference, signed by an Authorized Officer. The Commission may direct the Trustee in writing to transfer amounts on deposit in the Revenue Fund. Notwithstanding the foregoing, if at any time the amount on deposit and available therefore in the Debt Service Fund, including the Debt Service Assistance Account, Redemption Fund and Debt Service Reserve Fund, is insufficient to pay the Principal Installments and Redemption Price of and interest on the Bonds then due, the Trustee shall transfer from any unencumbered moneys on deposit in the Grants and Project Reimbursements Account to the Debt Service Fund, the amount necessary to meet the deficiency.



(7) The Commission may establish in the Supplemental Indenture for any Series of Bonds or Subordinated Bonds a separate account (herein called "Cost of Issuance Account") within the Project Fund and shall deposit in the Cost of Issuance Account for such Series any proceeds of such Series as directed by such Supplemental Indenture and any other moneys not otherwise directed to be applied by the Indenture. Amounts in a Cost of Issuance Account shall be disbursed to or upon the written order of the Commission without requisition to be applied to Costs of Issuance of the applicable Series of Bonds or Subordinated Bonds. Any balance remaining in a Cost of Issuance Account upon payment of or provision for all Costs of Issuance to be paid therefrom shall be transferred by the Trustee, upon the written direction of an Authorized Officer of the Commission, to (i) one or more Project Accounts established for the applicable Series of Bonds or Subordinated Bonds or (ii) the Revenue Fund.

Section 504. Revenue Fund. (1) All Revenues, except (i) proceeds of insurance and condemnation to the extent provided in Section 606, (ii) proceeds of any sale or other disposition of any part of the System to the extent provided in Section 604, (iii) earnings on investment of the funds and accounts hereunder to the extent provided in Section 514 hereof and (iv) Debt Service Assistance deposited in the Debt Service Assistance Account as provided in Section 506, shall be collected by or for the account of the Commission and deposited by or on behalf of the Commission as promptly as practicable in the Revenue Fund. There shall also be deposited in the Revenue Fund any other moneys so directed by the Indenture and any other moneys of the Commission which the Commission may in its discretion determine to so apply unless required to be otherwise applied by the Indenture.

There shall be established in the Revenue Fund, a Narragansett Bay Environmental Enforcement Fund. There shall be deposited in the Narragansett Bay Environmental Enforcement Fund such sums as the Commission may, from time to time, deposit, or sums recovered by any administrative or civil enforcement action brought under the authority of the Act. All sums shall be expended for emergency response activities, enforcement activities, additional activities and the retirement of Bonds as provided in Rhode Island General Laws Section 46-25-38.1, as amended.

(2) On the third day prior to the last Business Day of each calendar month, the Commission (or during such times as the Trustee shall hold the Revenue Fund, the Trustee) shall apply amounts available in the Revenue Fund to the following purposes and in the following order:

- (i) To the Commission for deposit in the Operation and Maintenance Account of the Operation and Maintenance Fund, the amount specified by an Authorized Officer in accordance with Section 608; provided that if no amount has been specified by such Authorized Officer, the Operating Expenses for such month shall be deemed to be 125% of the Operating Expenses expended in the same calendar month in the preceding year or such lesser amount as an Authorized Officer shall certify in writing to the Trustee, but in no event less than 100% of such amount;

- (ii) To the Debt Service Fund, an amount, which together with other amounts on deposit in such Fund, will equal the Debt Service Fund Requirement as of the first day of the next ensuing month and;
- (iii) To the Rebate Fund, the amount which together with the amounts on deposit therein, will equal the Rebate Requirement as of such day;
- (iv) Subject to Section 508, to the Debt Service Reserve Fund, an amount which, together with the amounts on deposit therein, will equal the Debt Service Reserve Fund Requirement as of the first day of the next ensuing month;
- (v) To the Debt Service Assistance Account in the Debt Service Fund an amount specified by an Authorized Officer in a certificate delivered to the Trustee, as amended from time to time;
- (vi) To the Stabilization Account of the Debt Service Fund the amount, if any, designated by the Commission as further provided in Section 504(4);
- (vii) To make deposits and payments with respect to obligations secured by the Revenues junior and subordinate to the Bonds as required pursuant to this Indenture, including but not limited to, swap termination payments provided that following any swap termination payment the Commission shall have funds as necessary to make the next succeeding Debt Service Payment for each Series of Bonds, or any indenture or instrument pursuant to which such obligations are issued;
- (viii) Subject to Section 608, to the Operation and Maintenance Reserve Fund, an amount necessary for such Fund to equal the Operation and Maintenance Reserve Fund Requirement as of such day;
- (ix) To the Commission for deposit in the Insurance Reserve Fund, the amount, if any, determined by the Commission pursuant to Section 606(3) as necessary to maintain such Fund at the Insurance Reserve Fund Requirement;
- (x) Subject to Section 609, to the Renewal and Replacement Reserve Fund, an amount, which together with the amounts on deposit therein, will equal the Renewal and Replacement Reserve Fund Requirement as of such day;
- (xi) To the one or more Operating Capital Accounts of the Project Fund, such amount as requested by the Commission but only upon receipt by the Trustee of (a) a copy of the resolution of the Commission approving the Capital Improvements to be funded in whole or in part from such

Accounts, certified by an Authorizing Officer and (b) a certificate of an Authorized Officer stating that such deposit will not impair the ability of the Commission to either (A) meet the requirements of the Revenue Fund in the succeeding months of such Fiscal Year based on the then current Annual Budget prepared in accordance with Section 608 or (B) satisfy the requirements of Section 603 in the current or next succeeding Fiscal Year;

- (xii) To such other funds or accounts as shall be required by any Supplemental Indenture; and
- (xiii) To such other funds or accounts established by the Commission in compliance with applicable law or as required by any order of the PUC, including, but not limited to, transfers to an Operating Capital Account in accordance with Section 503(5) hereof.

(3) On the last Business Day of each Fiscal Year, the Commission shall, after making the deposits required by Sections 504(2), apply amounts available in the Revenue Fund to the Unrestricted Fund, the amount, if any, directed to be deposited therein in writing by an Authorized Officer.

Any balance remaining in the Revenue Fund following the above payments shall be retained in the Revenue Fund to be available for payments therefrom in the succeeding months, provided that if the Commission shall have issued Notes in accordance with Section 607(2)(i) or (iii), amounts in the Revenue Fund remaining after the above payments have been made may be used by the Commission to pay the principal of such notes at maturity or upon earlier redemption.

(4) Notwithstanding the foregoing, in the event that any order of the PUC requires that Revenues be held in a restricted account, the Commission shall request the Trustee to make such transfers as may be required to comply with any rate order. In the event that Revenues must be restricted in an account for debt service, such monies shall be deposited by the Trustee into the Stabilization Account of the Debt Service Fund.

(5) If, on the last Business Day of any month, the amounts deposited pursuant to Section 504(2)(ii) are, as of such date of calculation, less than the amounts required to be deposited therein, the Trustee shall promptly notify the Agency of any such deficit.

Section 505. Operation and Maintenance Fund. Amounts in the Operation and Maintenance Fund shall be applied by the Commission from time to time to pay Operating Expenses. Amounts in the Operation and Maintenance Fund which the Commission at any time determines in writing to be in excess of the requirements of such Fund shall be withdrawn and deposited in the Revenue Fund.

Section 506. Debt Service Fund. (1) The Trustee shall pay out of the Debt Service Fund, including the State Obligations Reimbursement Account, the Debt Service Payment Account and the Debt Service Assistance Account in accordance with a certificate of an Authorized Officer, to the respective Paying Agents (or in the case of State Obligations, the State's General Treasurer) (i) on each interest payment date the amount required for the interest and Principal Installments payable on such date and (ii) on each redemption date for any Bonds, other than a redemption date on account of Sinking Fund Payments, the amount required for the payment of interest on the Bonds then to be redeemed; provided that in each case the Commission may direct the Trustee in writing to make such payments to the Paying Agents on such date prior to the due date as the Commission determines. The Paying Agents shall apply such amounts to the payment of interest and Principal Installments on and after the due dates thereof. If on any interest payment date the amount accumulated in the Debt Service Fund, including the Debt Service Assistance Account, for either of the purposes specified above exceeds the amount required therefor, the Commission may direct the Trustee in writing to deposit such excess in the Redemption Fund or, in its discretion, in the Revenue Fund. The Trustee shall also pay out of the Debt Service Fund, including the Debt Service Assistance Account in accordance with a certificate of an Authorized Officer, accrued interest included in the purchase price of Bonds purchased for retirement under any provision of the Indenture.

(2) Amounts accumulated in the Debt Service Fund, including the Debt Service Assistance Account in accordance with a certificate of an Authorized Officer, with respect to any Sinking Fund Payment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Payment was established), if so directed in writing by the Commission, shall be applied by the Trustee prior to the 45th day preceding the due date of such Sinking Fund Payment, to (i) the purchase of Bonds of the Series and maturity for which such Sinking Fund Payment was established, at prices not exceeding the applicable sinking fund Redemption Price plus interest on such Bonds to the first date on which such Bonds could be redeemed (or in the case of a Sinking Fund Payment due on the maturity date, the Principal Amount thereof plus interest to such date), such purchases to be made as directed in writing by the Commission or otherwise in such manner as the Trustee shall determine, or (ii) the redemption, pursuant to Section 402, of such Bonds then redeemable by their terms. The applicable Redemption Price or Principal Amount (in the case of maturing Bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Fund until such Sinking Fund Payment date for the purpose of calculating the amount of such Fund. As soon as practicable after the 45th day preceding the due date of any such Sinking Fund Payment, the Trustee shall proceed (by giving notice as provided in Section 405) to call for redemption on such due date Bonds of the Series and maturity for which such Sinking Fund Payment was established (except in the case of Bonds maturing on a Sinking Fund Payment date) in such amount as shall be necessary to complete the retirement of the Principal Amount of the Bonds of such Series and maturity as specified for such Sinking Fund Payment in the applicable Supplemental Indenture, and whether or not the balance in the Debt Service Fund is sufficient to pay all such Bonds. The Trustee shall pay out of the Debt Service Fund, including the Debt Service Assistance Account in accordance with a certificate of an Authorized Officer, to the

appropriate Paying Agents, on or before such redemption date or maturity date, the amount required for the redemption of the Bonds so called for redemption or for the payment of such Bonds then maturing, and such amount shall be applied by such Paying Agents to such redemption or payment.

(3) In satisfaction, in whole or in part, of any amount required to be paid into the Debt Service Fund pursuant to Section 504(2)(iv) which is attributable to a Sinking Fund Payment, there may be delivered on behalf of the Commission to the Trustee, Bonds of the Series and maturity entitled to such payment. All Bonds so delivered to the Trustee in satisfaction of a Sinking Fund Payment shall reduce the amount thereof by the amount of the aggregate of the sinking fund Redemption Prices of such Bonds.

(4) Notwithstanding anything to the contrary contained in this Section, the Trustee shall not purchase or accept Bonds in lieu of any Sinking Fund Payment during the period of 45 days prior to the due date of any Sinking Fund Payment.

(5) The Commission may establish in any Supplemental Indenture a separate account (herein called "Capitalized Interest Account") within the Debt Service Fund and may deposit in the Capitalized Interest Account any proceeds of Bonds as directed by such Supplemental Indenture and any other moneys not otherwise directed to be applied by the Indenture. Amounts in the Capitalized Interest Account shall be applied to the payment of interest on the Bonds and as otherwise provided in the applicable Supplemental Indenture.

(6) Amounts in the Stabilization Account shall be invested in Permitted Investments at a yield not in excess of the yield permitted by nationally recognized bond counsel or in Permitted Investments described in paragraph (iv) of the definition thereof the interest on which is excluded from income for purposes of federal income taxation and not subject to the alternative minimum tax.

The Trustee shall apply monies on deposit in the Stabilization Account as follows:

- (i) to any shortfall in the Debt Service Account of the Debt Service Fund after deposit of monies from the Revenue Fund but before transfers from the Debt Service Reserve Fund, on the Business Day prior to the date on which any payment of principal or interest on any Bonds is due and payable;
- (ii) to any shortfall in the Debt Service Reserve Fund;
- (iii) to fund capitalized interest and to fund the Debt Service Reserve Fund Requirement on any future Series of Bonds, as requested by the Commission;

- (iv) to the Redemption Fund, as requested by the Commission; and
- (v) to such other purposes as the Commission may direct, not inconsistent with any order of the PUC.

(7) The Commission shall deposit Debt Service Assistance to the Debt Service Assistance Account in the Debt Service Fund to be applied by the Trustee in accordance with a certificate of an Authorized Officer, as amended from time to time. Notwithstanding anything herein to the contrary, amounts received by the Commission on account of Debt Service Assistance shall be spent in accordance with any appropriation or agreement governing such assistance. To the extent that the Commission has transferred monies to the Debt Service Assistance Account from the Revenue Fund in anticipation of the receipt of Debt Service Assistance pursuant to Section 504(2)(v), once the Debt Service Assistance is received, an amount equal to such Debt Service Assistance received, but not in excess of the amount which has been so transferred to the Debt Service Assistance Account pursuant to Section 504(2)(v), shall be redeposited to the Revenue Fund.

(8) The Commission also may, from time to time, deposit general funds of the Commission to the Debt Service Assistance Account in the Debt Service Fund in anticipation of Debt Service Assistance to be received to be applied by the Trustee in accordance with a certificate of an Authorized Officer, as amended from time to time; provided that such certificate also shall state that the amount of such deposit, together with other amounts deposited therein in anticipation of Debt Service Assistance not yet received, does not exceed the amount reasonably expected to be received as Debt Service Assistance. Once the anticipated Debt Service Assistance is received, an amount equal to such Debt Service Assistance received, but not in excess of the amount which has been transferred to the Debt Service Assistance Account pursuant to this Section 506(7), shall be transferred back to the Commission.

Section 507. Redemption Fund. (1) The Commission may deposit in the Redemption Fund any moneys, including Revenues, not otherwise required by the Indenture to be deposited or applied elsewhere.

(2) If at any time the amount on deposit and available therefor in the Debt Service Fund, including the Debt Service Assistance Account, is insufficient to pay the Principal Installments and Redemption Price of and interest on the Bonds then due, the Trustee shall withdraw from the Redemption Fund and deposit in the Debt Service Fund the amount necessary to meet the deficiency (other than amounts held therein for the redemption of Bonds for which a notice of redemption shall have already been given by the Trustee). Subject to the foregoing, if at any time the amount on deposit and available therefor in the Operation and Maintenance Fund is insufficient to pay Operating Expenses when due, the Trustee shall withdraw from the Redemption Fund and deposit in the Fund the amount necessary to meet the deficiency (other than amounts held therein for the redemption of Bonds for which a notice of redemption shall already have been given by the Trustee). Subject to the foregoing, amounts in the Redemption

Fund may be applied by the Commission to the redemption of Bonds in accordance with Section 402 and the applicable Supplemental Indenture or, in lieu thereof, to the purchase of Bonds at prices not exceeding the applicable Redemption Prices (plus accrued interest) had such Bonds been redeemed (or, if not then subject to redemption, at the applicable Redemption Prices when next subject to redemption), such purchases to be made by the Trustee at such times and in such manner as directed in writing by the Commission.

Section 508. Debt Service Reserve Fund. (1) Except as provided in any Supplemental Indenture amounts in each Account in the Debt Service Reserve Fund shall be used to pay debt service on the related Series of Bonds on the date such debt service is due when insufficient moneys for that purpose are available in the Debt Service Fund; provided, however that all amounts in an Account in the Debt Service Reserve Fund shall be used, together with other amounts available for such purpose hereunder, to provide for payment of the related Series of Bonds when the aggregate of such amounts is sufficient for such purpose. Amounts in each Account of the Debt Service Reserve Fund shall be pledged only to Holders of Bonds of the related Series; provided, however, if so provided in a Supplemental Indenture, upon the issuance of a Series of Refunding Bonds to advance refund a portion of a Series of Outstanding Bonds, amounts in the related Account of the Debt Service Reserve Fund securing the Outstanding Bonds may be pledged to the unrefunded Series of Outstanding Bonds and the Holders of the Series of Refunding Bonds on a pro rata basis. If at any time the amounts on deposit and available therefor in the Debt Service Fund, including the Debt Service Assistance Account, after transfers from the Redemption Fund are insufficient to pay the Principal Installments and Redemption Price of and interest on the Bonds then due, the Trustee shall withdraw from the Debt Service Reserve Fund and deposit in the Debt Service Fund the amount necessary to meet any such deficiency. Amounts so withdrawn shall be derived, first, from cash or Permitted Investments on deposit therein and, second, from draws or demands on Reserve Deposits held as a part thereof upon the terms and conditions set forth in the agreements applicable to any such Reserve Deposits or as otherwise set forth in the Supplemental Indenture providing for such Reserve Deposits.

(2) The Commission may from time to time provide Reserve Deposits to satisfy the Debt Service Reserve Fund Requirement. If on the last business day of any month or on any day when a new Reserve Deposit is deposited in the Debt Service Reserve Fund, the amount on deposit in the Debt Service Reserve Fund is in excess of the Debt Service Reserve Fund Requirement (calculated as of the first day of the next succeeding month) the Trustee, shall promptly notify the Commission and, acting in accordance with a certificate of an Authorized Officer, to the extent of such excess, either (i) transfer cash and Permitted Investments to any Fund or Account established hereunder or (ii) consent to the reduction of the stated amount of any Reserve Deposit or (iii) do any combination of the foregoing.

(3) The Trustee shall determine the amount of cash and Permitted Investments on deposit in the Debt Service Reserve Fund on the last day of the Fiscal Year of the Commission. Whenever the Trustee shall determine that the cash and Permitted Investments on deposit in the

Debt Service Reserve Fund together with all other funds available for the purpose is equal to or in excess of the Redemption Price of all Bonds Outstanding, the Trustee, at the written direction of the Commission, shall transfer the balance of such cash and Permitted Investments from the Debt Service Reserve Fund to the Redemption Fund in connection with the redemption of all Bonds Outstanding.

(4) Notwithstanding anything to the contrary in this Indenture or any Supplemental Indenture, if a cash withdrawal is made from the Debt Service Reserve Fund pursuant to Section 508(1) or in the event that the Commission shall not be in compliance with the Debt Service Reserve Fund Requirement, monthly deposits shall be made to the Debt Service Reserve Fund pursuant to Section 504(2)(iv) on the last Business Day of the calendar month in which the withdrawal is made and on the last Business Day of each of the five succeeding calendar months in an amount equal to one-sixth (1/6) of the amount of such withdrawal. In the event that the Debt Service Reserve Fund Requirement is satisfied in whole or in part by a Reserve Deposit and there shall have been a draw on such Reserve Deposit, the Commission shall (i) restore the Reserve Deposit within six months of such draw or (ii) deposit cash in the Debt Service Reserve Fund to replenish the Debt Service Reserve Requirement in accordance with the schedule set forth in the prior sentence. Unless and until the requirements of the preceding two sentences are not met, the difference between the amount of such withdrawals or draws and the amount redeposited or restored to the Debt Service Reserve Fund on account of such withdrawal or draws pursuant to the preceding sentences shall be deemed to be on deposit in the Debt Service Reserve Fund for purposes of calculating compliance with the Debt Service Reserve Fund Requirement. Monthly deposits pursuant to 504(2)(iv) shall be used first to restore the Reserve Deposit, thereby reinstating the Reserve Deposit, and second to replenish the cash in the Debt Service Reserve Fund.

Section 509. Rebate Fund. If any Series of Bonds or Subordinated Bonds is issued, or becomes, subject to the rebate requirement of Section 148(f) of the Internal Revenue Code of 1986, as amended, the Commission may, by Supplemental Indenture, activate the Rebate Fund established hereunder, and the Trustee shall then establish a separate Rebate Account within the Rebate Fund for such Series of Bonds or Subordinated Bonds. Funds on deposit in any Rebate Account shall be applied as set forth in the applicable Supplemental Indenture.

Section 510. Reserved.

Section 511. Operation and Maintenance Reserve Fund.

(a) If at any time the amount on deposit and available therefor in the Debt Service Fund, Redemption Fund, Debt Service Reserve Fund, Renewal and Replacement Reserve Fund and Operating Capital Accounts is insufficient to pay the Principal Installments and Redemption Price of and interest on the Bonds then due, the Trustee shall transfer from the Operation and Maintenance Reserve Fund to the Debt Service Fund the amount necessary to meet the deficiency.



(b) Subject to subsection (a) of this Section, if at any time the amount on deposit in the Operation and Maintenance Fund is insufficient to pay all Operation and Maintenance Expenses then payable, the Trustee, upon receipt of a certificate of an Authorized Officer to that effect, shall withdraw from the Operation and Maintenance Reserve Fund and pay to the Commission for deposit in the Operation and Maintenance Fund the amount specified in such certificate.

Section 512. Renewal and Replacement Reserve Fund.

(a) If at any time the amounts on deposit and available therefor in the Debt Service Fund, Redemption Fund and Debt Service Reserve Fund are insufficient to pay the Principal Installments and Redemption Price of and interest on the Bonds then due, the Trustee shall withdraw from the Renewal and Replacement Reserve Fund and deposit in the Debt Service Fund the amount necessary to meet the deficiency.

(b) Subject to subsection (a) of this Section 512, the Commission may apply amounts in the Renewal and Replacement Reserve Fund solely to the Cost of any Capital Improvements moneys for the payment of which are not available in any Project Account or any Operating Capital Account. The Trustee shall withdraw from such Fund and deposit in a Operating Capital Account established pursuant to Section 503(5), any amount requested by the Commission but only upon receipt of a certificate of an Authorized Officer (i) specifying the Capital Improvement to which such amount will be applied, its estimated Cost and estimated completion date and (ii) certifying (a) that such Capital Improvement is reasonably required for the continued operation of the System or the maintenance of Revenues, (b) that all or a portion of the Cost of such Capital Improvements was not financed in whole or in part from a Operating Capital Account theretofore established or from any Project Account, and (c) that only the Cost of such Capital Improvement that is in excess of the amounts available therefor in any Project Account or Operating Capital Account is being or has previously been requisitioned from the Renewal and Replacement Reserve Fund. Amounts deposited in any Operating Capital Account pursuant to this Section shall be applied by the Commission to the Cost of the Capital Improvement for which received. Upon completion of such Capital Improvement, any amount so deposited and not necessary to pay the Cost of such Capital Improvement shall be redeposited in the Renewal and Replacement Reserve Fund. Notwithstanding anything herein or in Section 503 to the contrary, if the Commission shall direct the Trustee to transfer from the Renewal and Replacement Reserve Fund to any Operating Capital Account amounts to be applied to the Cost of a Capital Improvement to be funded from the proceeds of Bonds or Notes not then issued, upon issuance of such Bonds or Notes an amount of proceeds thereof or other moneys of the Commission equal to the amount so transferred shall, unless otherwise provided in the applicable Supplemental Indenture, be redeposited in the Renewal and Replacement Reserve Fund.

(c) If at any time, the amounts on deposit in the Renewal and Replacement Reserve Fund is in excess of the Renewal and Replacement Reserve Fund Requirement, the Trustee, at

the direction of the Commission expressed in a certificate of an Authorized Officer, shall withdraw such excess and deposit it in the Revenue Fund.

Section 513. Unrestricted Fund. The Commission may make transfers to the Unrestricted Fund in accordance with Section 504(3), provided that (1) all funds and accounts established under this Indenture are funded in the amounts required as of the transfer date pursuant to the applicable provision of this Indenture, (2) the Commission is in compliance with the terms of Section 603 herein for the Fiscal Year then ended and (3) upon certification of an Authorized Officer of the Commission, such deposit will not adversely affect the ability of the Commission to comply with the terms of Section 603 hereof in the next ensuing Fiscal Year. Amounts on deposit in the Unrestricted Fund may be used for any lawful purpose of the Commission.

Section 514. Investments. (1) Except as otherwise provided in Section 1101 or subsection 2 of this Section, money held for the credit of any fund or account held by the Trustee under the Indenture shall, to the fullest extent practicable, be invested, either alone or jointly with moneys in any other fund or account, by the Trustee at the written direction of an Authorized Officer of the Commission in Permitted investments which shall mature or be redeemable at the option of the holder thereof, on such dates and in such amounts as may be necessary to provide moneys to meet the payments from such funds and accounts; provided that if moneys in two or more funds or accounts are commingled for purposes of investments, the Trustee shall maintain appropriate records of the Permitted Investments or portions thereof held for the credit of such fund or account. Except with respect to Reserve Deposits in the Debt Service Reserve Fund, and except as provided in any Supplemental Indenture, at least one-half of the moneys in the Debt Service Reserve Fund shall be invested in Permitted Investments (a) maturing no later than ten (10) years from the date such Permitted Investment is acquired by the Trustee or (b) subject to liquidation at par or at the amortized cost thereof, as applicable, at any time application of the moneys so invested is required under the terms of the Indenture. Unless otherwise directed by any Supplemental Indenture, Permitted Investments purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account and all income thereon shall accrue to and be deposited in such fund or account and all losses from investment shall be charged against such fund or account. Notwithstanding any provision herein or in a Supplemental Indenture to the contrary, the Trustee shall not be liable for any losses from investment in accordance with this Section 514. The Commission may by Supplemental Indenture direct that all or any portion of income earned on investment of moneys allocable to any Series of Bonds in any fund or account established hereunder shall be transferred to the Rebate Account established for such Series of Bonds in the Rebate Fund created under Section 509.

(2) In computing the amount in any fund or account hereunder for any purpose, Permitted Investments shall be valued at amortized cost. As used herein the term "amortized cost", when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (i) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (ii) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price. Unless otherwise provided in the Indenture, Permitted Investments in any fund or account hereunder shall be valued at least once in each Fiscal Year on the last day thereof. Notwithstanding the foregoing, Permitted Investments in the Debt Service Reserve Fund shall be valued at amortized cost for all purposes of the Indenture unless and until a withdrawal from such Fund shall be required in accordance with Section 508(1) in which event such investments shall thereafter be valued at amortized cost or market, whichever is lower, until the balance in such Fund, on the basis of such valuation, shall equal the Debt Service Reserve Fund Requirement.

Section 515. Holding of Special Deposits. Except as otherwise provided in any Supplemental Indenture, moneys held by or for the account of the Commission in connection with the System which are required to be applied under the terms of an agreement with respect to the acquisition, construction or alteration of a facility which is the subject of such agreement (including, any such moneys received by the Commission for such purpose under any grant or loan agreement with the United States of America or the State or any agency, political subdivision or instrumentality of either) or which are subject to refund by the Commission or held for the account of others or subject to refund to others, including, without limitation, any amounts which, under any agreement by the Commission providing for adequate separation of such amounts from Revenues, are collected by the Commission on behalf of others for services rendered or commodities provided to customers of the System, any amounts deducted by the Commission from wage and salary payments to the employees of the System, any amounts contributed by the Commission to any pension or retirement fund or system which amounts are held in trust for the benefit of the employees of the Commission and any amounts held as deposits, including customer service deposits, guaranteed revenue contract deposits, unexpended developer's deposits under construction loan contracts, minimum revenue deposits and unexpended jobbing deposits, together with any investments of such moneys and interest and profits thereon to the extent such interest and profits are also held for the account of others or subject to refund to others, may be held by the Commission outside of the various funds and accounts established by the Indenture and, notwithstanding anything herein to the contrary, shall not be subject to the pledge created by the Indenture or be considered Revenues hereunder while so held.

## ARTICLE VI

### PARTICULAR COVENANTS OF THE COMMISSION

The Commission covenants and agrees as follows:

Section 601. Powers as to Bonds and Pledge. The Commission is duly authorized under the Act and all applicable laws to create and issue the Bonds and to adopt the Indenture and to pledge the Revenues and other moneys, securities, Reserve Deposits and funds purported to be pledged by the Indenture in the manner and to the extent provided in the Indenture. The Revenues and other moneys, securities, Reserve Deposits and funds so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon with respect thereto prior to, or of equal rank with, the pledge created by the Indenture except to the extent expressly permitted hereby. The Commission shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenue and other moneys, securities, Reserve Deposits and funds pledged under the Indenture and all the rights of the Bondholders under the Indenture against all claims and demands of all persons whomsoever.

Section 602. [RESERVED]

Section 603. Covenant as to Rates and Charges. (1) To the extent not otherwise provided by a Supplemental Indenture, so long as any Bonds are Outstanding, the Commission shall take all actions within its power to establish and maintain Rates and Charges adequate at all times, with other available funds, to provide Revenues and other moneys, including Reserved Revenues from the Stabilization Account of the Debt Service Fund at least sufficient to pay or provide for, as the same become due or are payable (i) all Operating Expenses, (ii) all payments of Principal Installments and Redemption Price of and interest on the Bonds and all other bonds, notes or other evidences of indebtedness of or assumed by the Commission which are payable from Revenues of the System, (iii) all amounts, if any, payable to the Operation and Maintenance Reserve Fund, Debt Service Reserve Fund, the Renewal and Replacement Reserve Fund and, if any, the Insurance Reserve Fund, (iv) all repairs, replacements, and renewals of the System deemed necessary by the Commission which are payable from Revenues of the System and (v) all other amounts which the Commission may by law or contract be obligated to pay from Revenues of the System including amounts payable under Qualified Swap Agreements. Provided the Commission complies with Section 504(4) and has complied or is diligently proceeding to comply with the requirements of subsection (3) and (4) of this Section 603, the Trustee shall take no action pursuant to Section 701 or Section 703 on account of any failure by the Commission to comply with the requirements of this subsection; provided that the setting of the Rates and Charges shall, to the extent required by law, be subject to the approval of the PUC.

(2) Without limiting the generality of the foregoing, the Commission shall take all actions within its power to establish and maintain Rates and Charges at levels sufficient so that total Net Revenues in each Fiscal Year during which Bonds are Outstanding, shall equal at least

one hundred twenty-five percent (125%) of the Debt Service Requirement during such Fiscal Year with respect to all Bonds Outstanding, other than Agency Bonds, as of the first day of such Fiscal Year and one hundred thirty-five percent (135%) of the Required Debt Service Fund Deposits for Agency Bonds (based on debt service net of any interest rate subsidy) for such Fiscal Year. Failure by the Commission to comply with the requirements of this subsection (2) shall not be considered an Event of Default under the Indenture so long as the Commission has complied or is diligently proceeding to comply with the requirements of subsection (3) and (4) of this Section 603.

(3) On or before the day which is six months prior to the last Business Day of each Fiscal Year the Commission shall review the adequacy of its Rates and Charges to satisfy the requirements of this Section for the next succeeding Fiscal Year. If such review indicates that the Rates and Charges are, or are likely to be, insufficient to meet the requirements of this Section for the next succeeding Fiscal Year, or if it otherwise appears at any time during such Fiscal Year that Rates and Charges are or are likely to be insufficient to meet such requirements, the Commission shall promptly take such steps as are permitted by law and as are necessary to cure or avoid the deficiency, including but not limited to, making an emergency request to the Public Utilities Commission to raise its Rates and Charges.

(4) Within one hundred and eighty days of the close of each Fiscal Year while Bonds are Outstanding, the Commission shall deliver to the Trustee a certificate of an Authorized Officer (which may be based on unaudited financial statements) stating, if such was the case, that the Commission satisfied the requirements of subsections (1) and (2) of this Section 603 in such Fiscal Year or, if such was not the case, specifying in reasonable detail the corrective steps taken by the Commission so that it will comply with such requirements in the then current Fiscal Year. If such certificate is based on unaudited financial statements, then within 270 days of the close of each Fiscal Year while the Bonds are Outstanding, the Commission shall deliver to the Trustee an additional certificate based on audited financial statements. Any certificate based on audited financial statements shall be accompanied by a certificate of the independent public accountant or firm of accountants regularly auditing the books of the Commission in accordance with Section 610 setting forth the Net Revenues for the preceding Fiscal Year.

Section 604. Sale, Lease or Encumbrance of System. (1) Except as provided in this Section and Section 607(3), no part of the System shall be sold, leased (with the Commission as lessor) or otherwise disposed of or encumbered.

(2) To the extent permitted by law, the Commission may sell or exchange or otherwise dispose of at any time or from time to time any property or facilities constituting part of the System which either (i) are worn out or obsolete or (ii) in the written opinion of the Commission are no longer useful in the operation of the System and, if the market value of such property or facilities as determined by the Commission is in excess of \$500,000, the Commission delivers to the Trustee a certificate of an Authorized Officer stating, in the opinion of the signer, that the sale, exchange or other disposition of such property or facilities will not impair the

ability of the Commission to satisfy the requirements of Section 603 in the then current or any future Fiscal Year. To the extent permitted by law, any proceeds of such sale, exchange or other disposition not used to replace the property so sold, exchanged or disposed of shall be deposited in the Revenue Fund or upon direction of an Authorized Officer, to an account in the Project Fund, provided, however, that the Commission and the Trustee shall have received an opinion of nationally recognized bond counsel to the effect that such disposition will not have an adverse effect on the exemption of interest on any Bonds or Notes issued by the Commission which are issued as federally tax-exempt Bonds.

(3) To the extent permitted by law, the Commission may sell, mortgage, grant security interests in, or otherwise encumber any real or personal property included in the System, or may lease as lessee any real or personal property to be used in the operation of the System; provided that the Commission shall deliver to the Trustee a written report (A) stating that such action shall not impede the Commission's ability to comply with all the covenants set forth in Article VI of this Indenture for so long as any Bonds or Subordinated Bonds shall remain Outstanding and (B) including a certificate of a Consulting Engineer (a) setting forth the estimated annual Net Revenues for each of the five full Fiscal Years following the action (including the Fiscal Year in which such action is taken), after giving effect to any increases or decreases in Rates and Charges projected to be in effect for such period and to any additional Revenues projected to be available during such period, and (b) showing for each of such Fiscal Years that the estimated annual Net Revenues for such Fiscal Year will be at least equal to one hundred twenty-five percent (125%) of the Debt Service Requirement for such Fiscal Years (provided that the Consulting Engineer's certificate shall not project any increase in Rates and Charges during the first full Fiscal Year of the projection period which has not been adopted by the Commission for such Fiscal Year on or before the date of such certificate). The proceeds of sale, if any, of any such property mortgaged or otherwise encumbered, after satisfying the mortgage, security interest or other encumbrance secured by the same, to the extent permitted by law, shall be deposited in the Revenue Fund or upon direction of an Authorized Officer, to an account in the Project Fund, provided, however, that the Commission and the Trustee shall have received an opinion of nationally recognized bond counsel to the effect that such disposition will not have an adverse effect on the exemption of interest on any Bonds or Notes issued by the Commission which are issued as federally tax-exempt Bonds.

(4) The Commission may lease as lessor or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the System if such lease, contract, license, easement or right does not, in its written opinion, impede the operation by the Commission of the System. Except as provided in Section 607(3), any payments to the Commission under or in connection with any such lease, contract, license, easement or right (except any such payments specifically excluded from the definition of Revenues) shall constitute Revenues and be deemed Rates and Charges.

(5) Nothing in this Indenture shall prevent the Commission from conveying and assigning to a municipal authority created pursuant to any applicable statute or to another entity (the "Authority") all or substantially all of its right, title and interest in the System and thereupon becoming released from all of its obligations hereunder, under any Supplemental Indenture and under the Bonds if the Authority (A) assumes in writing the Commission's obligations under the Indenture or (B) otherwise assumes in writing the Commission's obligations to pay the principal, redemption premium, if any, and interest on all Bonds issued pursuant to this Indenture and then outstanding according to the terms thereof and the instrument of assumption provides the Bondholders or the Trustee or entity serving in a similar capacity and acting on behalf of the Bondholders with substantially all of the rights and remedies provided in this Indenture; provided, however, that before the Commission may consummate such a conveyance and assignment and obtain a release of its obligations hereunder, under any Supplemental Indenture and under the Bonds, the following conditions shall have been satisfied:

(a) the Commission and the Trustee shall have received a Counsel's Opinion substantially to the effect that the conveyance to the Authority of all or substantially all of the Commission's right, title and interest in the System, the assignment to the Authority of the obligations of the Commission under this Indenture, any Supplemental Indenture and the Bonds to make payments of principal, redemption premium, if any, and interest on the Bonds, and the release of the Commission from all of its obligations hereunder, under any Supplemental Indenture and under the Bonds, have been duly authorized by the Commission, do not violate any applicable law, ordinance, resolution or regulation of the Commission or any applicable court decision and do not adversely impact the System's eligibility for federal or state grants or other financial assistance or the qualification of any Agency Loan Agreement under the Clean Water Act;

(b) the Commission and the Trustee shall have received a Counsel's Opinion substantially to the effect that (i) the acquisition by the Authority of all or substantially all of the Commission's right, title and interest in the System and the assumption by the Authority of the Commission's obligations hereunder, under any Supplemental Indenture and under the Bonds to make payments of principal, redemption premium, if any, and interest on the Bonds have been duly authorized by the Authority and do not violate any law, ordinance, resolution or regulation applicable to the Authority or any applicable court decision; (ii) the instrument under which the Authority assumes the obligations of the Commission hereunder, under any Supplemental Indenture and under the Bonds to make payments of principal, redemption premium, if any, and interest on the Bonds constitutes a valid and binding obligation of the Authority enforceable in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other similar laws or equitable principles affecting the enforcement of creditors' rights; (iii) the security interest granted by the Authority pursuant to subparagraph (d) creates a valid and effective first priority lien and security interest in the revenues to be generated by the System; and (iv) the rates and charges established by the Authority and referred to below in subparagraph (e) have been duly authorized and enacted in accordance with applicable law;

(c) the Commission and the Trustee shall have received a Counsel's Opinion substantially to the effect that the conveyance of all or substantially all of the Commission's right, title and interest in the System to the Authority; the release of the Commission from its obligations hereunder, under any Supplemental Indenture and under the Bonds; and the assumption by the Authority of the Commission's obligations hereunder, under any Supplemental Indenture and under the Bonds to make payments of principal, redemption premium, if any, and interest on the Bonds will not have an adverse effect on the exemption of interest on any Series of Bonds issued as federally tax-exempt Bonds;

(d) the Authority shall, concurrently with the conveyance, assignment, assumption and release described above, grant to the Trustee or entity serving in a similar capacity and acting on behalf of Bondholders a security interest in the revenues to be generated by the System following the conveyance, assignment, assumption and release equal to the security interest granted in Revenues hereby;

(e) the Commission and the Trustee shall have received a certificate of a Consulting Engineer indicating that the Authority could issue at least one dollar (\$1) of Additional Bonds in compliance with the requirements of Section 205(2)(iv) following the conveyance, assignment, assumption and release described above or, in lieu of compliance with Section 205(2)(iv), that the coverage ratio calculated under Section 205(2)(iv) would not be worse immediately after such conveyance, assignment, assumption and release than it was immediately preceding such conveyance, assignment, assumption and release, in each case treating any other debt of the Commission to be secured by the Revenues on a parity with the Bonds as Bonds for purposes of such calculation;

(f) the Commission shall have provided (1) evidence to the Trustee that the details of such conveyance of all or substantially all of the Commission's right, title and interest in the System to the Authority; the release of the Commission from its obligations hereunder, under any Supplemental Indenture and under the Bonds; and the assumption by the Authority of the Commission's obligations hereunder, under any Supplemental Indenture and under the Bonds to make payments of principal, redemption premium, if any, and interest on the Bonds have been provided in writing to each Rating Agency then assigning a rating on Outstanding Bonds and that each such Rating Agency has either (a) confirmed in writing that such conveyance will not, in and of itself, adversely affect such ratings, if any, or (b) issued a rating on a Series of Bonds to be issued by the Authority which is not lower than the rating assigned by such Rating Agency to any Series of Outstanding Bonds (which rating in each case is not based on Additional Security, if any, provided for such Series of Outstanding Bonds or Authority Bonds, as applicable) or (2) any other evidence satisfactory to the Trustee that such conveyance will not, in and of itself, adversely affect the then current ratings, if any, assigned to any Outstanding Bonds by any Rating Agency;



(g) the Commission and the Trustee shall have received a Counsel's Opinion substantially to the effect that the conveyance of all or substantially all of the Commission's right, title and interest in the System to the Authority; the release of the Commission from its obligations hereunder, under any Supplemental Indenture and under the Bonds; and the assumption by the Authority of the Commission's obligations hereunder, under any Supplemental Indenture and under the Bonds to make payments of principal, redemption premium, if any, and interest on the Bonds will not have an adverse effect on the exemption of interest on any bonds issued by the Agency which are secured in whole or in part by Agency Bonds and are issued as federally tax-exempt bonds; and

(h) the Bond Insurer shall have consented in writing.

In connection with the conveyance to the Authority of all or substantially all of the Commission's right, title and interest in the System, the Commission shall convey and assign to the Authority all amounts on deposit in the funds and accounts established hereunder.

Anything in this Indenture to the contrary notwithstanding, upon a conveyance of all or substantially all of the assets of the System to the Authority pursuant to this subsection, the provisions of this Indenture shall no longer be enforceable against the Commission.

Section 605. Operation, Maintenance and Reconstruction. The Commission shall operate, or cause to be operated, the System properly and in a sound, efficient and economical manner and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that the operation of the System may be properly and advantageously conducted, and, if any useful part of the System is damaged or destroyed or taken through the exercise of eminent domain, the Commission shall, as expeditiously as practicable, commence and diligently prosecute the replacement or reconstruction of such damaged or destroyed part so as to restore the same to use and the replacement of such part so taken; provided, however, that nothing in the Indenture shall require the Commission to operate, maintain, preserve, repair, replace, renew or reconstruct any part of the System if there shall have been filed with the Trustee a certificate of an Authorized Officer; which certificate may be conclusively relied upon by the Trustee, stating that, in the opinion of the signer, (i) abandonment of operation of such part is economically justified and is not prejudicial to the interests of the Holders of the Bonds, and (ii) failure to operate, maintain, preserve, repair, replace, renew or reconstruct such part will not impair the ability of the Commission to satisfy the requirements of Section 603 in the current or any future Fiscal Year.

Section 606. Insurance and Condemnation. (1) The Commission shall at all times keep all property which is a part of the System and which is of an insurable nature and of the character usually insured by operating systems similar to the System insured against loss or damage by fire and from other causes customarily insured against and in such relative amounts as are customary or shall self-insure against such risks as provided in subsection (3). The Commission will also at

all times maintain insurance against loss or damage from such hazards and risks to the persons and property of others as are usually insured against by those operating systems similar to the Commission, or shall self-insure against such risks as provided in subsection (3). In determining the amounts and types of insurance to be maintained under this Section, the Commission may rely upon the advice of a Consulting Engineer or an insurance consultant of recognized standing selected by the Commission. Any policies of insurance shall be carried with insurers of good standing authorized to do business in the State and shall provide that the proceeds of such insurance shall be payable to the Commission.

(2) All proceeds of insurance, if any, insuring the properties and facilities of the System against loss or damage shall be applied to the restoration, replacement or reconstruction of the property or facility lost or damaged, unless the Commission determines in accordance with Section 605 not to restore, replace or reconstruct such property or facilities. Any proceeds of such insurance not applied to restoration, replacement or reconstruction or remaining after such work is completed shall be deposited in the Revenue Fund, provided that any proceeds of insurance received by the Commission with respect to loss or damage to a Project prior to the completion of construction thereof shall be deposited in the applicable Project Account and applied in accordance with Section 503. Proceeds of insurance against loss or damage to the person or property of others shall be applied by the Commission in satisfaction of the applicable claim.

(3) If at any time the Commission determines that any of the policies of insurance required to be maintained by this Section are not reasonably obtainable or may not be obtained at a reasonable cost either with respect to coverage, amounts or deductibles, the Commission shall deposit in the Insurance Reserve Fund an amount equal to the Insurance Reserve Fund Requirement. For the purpose of this Section and Section 504(2)(viii), the Insurance Reserve Fund Requirement shall be that amount (or such greater amount provided in any Supplemental Indenture) for any Fiscal Year or portion thereof certified to the Commission by a Consulting Engineer or an insurance consultant retained by the Commission (who may be the insurance consultant or agent regularly furnishing insurance to the Commission) as adequate to reserve against the risks to be covered by the Insurance Reserve Fund. A certificate of an Authorized Officer, approved by such Consulting Engineer or insurance consultant, setting forth the Insurance Reserve Fund Requirement shall be promptly delivered to the Trustee. The Commission shall annually review the requirements of the Insurance Reserve Fund and no later than one hundred and twenty (120) days after the end of each Fiscal Year shall deliver to the Trustee a certificate of an Authorized Officer setting forth the Insurance Reserve Fund Requirement for the next ensuing Fiscal Year or any portion thereof. For purposes of Section 504(2)(viii), if at any time the Insurance Reserve Fund Requirement shall be increased pursuant to this Section or if as of the last business day of a Fiscal Year the balance in the Insurance Reserve Fund shall be less than the Insurance Reserve Fund Requirement calculated as of such date, the certificate of an Authorized Officer required by the foregoing sentence shall also specify the dates and amounts of deposits to such Fund during the next succeeding Fiscal Year

pursuant to Section 504(2)(viii) so that no later than the last day of such Fiscal Year the balance in such Fund shall equal the Insurance Reserve Fund Requirement calculated as of such date.

(4) If at any time the amounts on deposit and available therefor in the Debt Service Fund, Redemption Fund, Debt Service Reserve Fund, Renewal and Replacement Reserve Fund, Operating Capital Accounts and Operation and Maintenance Reserve Fund, are insufficient to pay the Principal Installments and Redemption Price of and interest on the Bonds then due, the Commission shall withdraw from the Insurance Reserve Fund and pay to the Trustee for deposit in the Debt Service Fund the amount necessary to meet the deficiency. Subject to the foregoing, amounts in the Insurance Reserve Fund shall be applied by the Commission to the payment of liability claims and the cost of defending such claims or to the restoration, replacement or reconstruction of portions of the System lost or damaged and for which neither insurance proceeds or amounts specifically designated therefor in the Operation and Maintenance Fund are available. Any amounts withdrawn from the Insurance Reserve Fund shall be applied in the same manner as provided in this Section for the proceeds of insurance, provided that any such amount not required for the restoration, replacement or reconstruction of property lost or damaged or remaining after such work has been completed shall be redeposited in the Insurance Reserve Fund. If at any time the amount on deposit in the Insurance Reserve Fund is in excess of the Insurance Reserve Fund Requirement or if the Commission at any time should determine that such Fund is no longer required hereunder, such excess, or the balance of such Fund as the case may be, shall be paid to the Trustee for deposit in the Revenue Fund or, if all or a portion of the amounts on deposit in such Fund were derived from proceeds of a Series of Bonds, to the Redemption Fund to the extent of such portion to be applied to the redemption of Bonds of such Series.

(5) Not later than the last day of each third full Fiscal Year following the delivery of any Bonds, the Commission shall cause a Consulting Engineer or an insurance consultant retained pursuant to this Section to review the adequacy of the Insurance Reserve Fund and the Insurance Reserve Fund Requirement and the policies of insurance then maintained by the Commission and to deliver a report thereon (which may be included in the report required by Section 609(c)) to the Commission and the Trustee.

(6) If any property or facilities comprising part of the System shall be taken through the exercise of the power of eminent domain, the Commission shall apply the proceeds of any award received on account of such taking to the replacement of the property or facilities so taken, unless the Commission determines in accordance with Section 605 not to replace such property or facilities. Any proceeds of such award not applied to replacement or remaining after such work has been completed shall be deposited in the Revenue Fund.

Section 607. Creation of Liens, Other Indebtedness. (1) The Commission shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and Subordinated Bonds, secured by a pledge of or other lien on the Revenues of the System and other moneys, securities, Reserve Deposits, if any, and funds held or set aside by the

Commission or by the Fiduciaries under the Indenture, and shall not otherwise create or cause to be created any lien or charge on the Revenues of the System, moneys, securities, Reserve Deposits, if any, and funds, except to the extent provided in this Section 607.

(2) Notwithstanding anything herein to the contrary the Commission may at any time or from to time issue notes or other evidences of indebtedness (and renewals thereof);

- (i) in anticipation of Bonds to the extent and in the manner provided in Section 207, which Bond Anticipation Notes, if so determined by the Commission, may be secured by a pledge of Revenues, provided that such pledge shall in all respects be subordinate to the provisions of the Indenture and the pledge created by the Indenture;
- (ii) in anticipation of the receipt by the Commission of any grant-in-aid from the United States of America or the State or any agency, instrumentality or political subdivision of either of them, for or on account of Capital Improvements and payable solely out of, or secured by a pledge of, the amounts to be received (which amounts shall not be deemed Revenues hereunder while any such notes are outstanding); provided that no such notes shall be issued unless (a) the Commission shall have received and accepted an agreement, whether conditional or unconditional, providing for the grant-in-aid anticipated by such notes executed by authorized officers of the grantor, (b) the aggregate principal amount of such notes (excluding renewals thereof issued by the Commission) shall not exceed the aggregate amount of the grant-in-aid provided for in such agreement and not yet received by the Commission and (c) all such notes or renewals thereof shall be issued to mature not later than four (4) years after the date of issuance and (d) the Commission shall have received the approval of the Governor of the State as required by the Act; or
- (iii) in anticipation of the Revenues to be received in any Fiscal Year, which notes may be payable out of, or secured by a pledge of, Revenues; provided that (a) any such pledge shall in all respects be subordinate to the provisions of the Indenture and the pledge created by the Indenture, (b) any such notes shall be payable no later than one year from date of issue (or, in the case of notes issued to renew such notes, no later than one year from the date of issue of the original issue of notes), (c) the aggregate amount of such notes outstanding at any one time in a Fiscal Year shall not exceed eighty percent (80%) of the Revenues for the immediately preceding Fiscal Year and (d) the proceeds of such notes (other than the proceeds of renewal notes require to pay notes) shall be deposited in the Revenue Fund.

(3) Notwithstanding anything herein to the contrary, the Commission may issue bonds, notes or other evidences of indebtedness secured solely by the revenues, receipts or other moneys derived by the Commission from the lease, license, operation, sale or other disposition of any facility or equipment constituting part of the System hereafter constructed or acquired by or on behalf of the Commission with the proceeds of such bonds, notes or evidences of indebtedness. Such revenues, receipts and other moneys shall not be considered Revenues or Rates and Charges hereunder provided that (i) neither the debt service on such bonds, notes, or other evidences of indebtedness nor any cost of the acquisition, construction, operation, maintenance or repair of any such facility or equipment nor provision for reserves for any of the foregoing shall be paid from the proceeds of Bonds or from Revenues (other than Revenues deposited in the Unrestricted Fund pursuant to Section 504) or shall be included in Operating Expenses, and (ii) any such receipts and moneys in excess of such debt service cost of acquisition, construction operation, maintenance, repair and reserves shall be deposited in the Revenue Fund (and upon such deposit shall be deemed Revenues); and (iii) prior to the issue of any such bonds, notes or other evidences of indebtedness, the Commission shall deliver to the Trustee a certificate of a Consulting Engineer or Certified Public Accountant stating that the lease, license, operation, sale or other disposition of such facility or equipment and the application of the revenues, receipts and other moneys derived therefrom to the operation, maintenance and repair thereof and the payment of the debt service on the bonds, notes or other evidences of indebtedness issued therefor and the provision of reserves for the foregoing, will not result in any decrease in the Net Revenues projected by such Consulting Engineer or Certified Public Accountant to be received by the Commission during the succeeding five Fiscal Years (including the Fiscal Year in which such bonds, notes or other evidences of indebtedness are issued).

(4) The Commission hereby reserves the right, and nothing herein shall be construed to impair such right, to finance improvements to the System by the State's issuance of its general obligation bonds for the benefit of the Commission, provided that nothing herein shall be construed as requiring the issuance of any such bonds and that no such bonds shall be deemed to be Bonds for any purpose hereunder.

(5) Nothing in this Section or in this Indenture shall prevent the Commission from issuing Notes or otherwise incurring contractual obligations which are payable solely out of, or solely secured by a pledge of amounts which may be deposited in the Unrestricted Fund pursuant to Section 504, provided that the pledge of such amounts shall in all respects be subordinate to the provisions of this Indenture.

(6) Notwithstanding anything herein to the contrary, the Commission may provide for the payment of swap termination payments from Revenues, provided that such payment obligations are junior and subordinate to the Bonds and any payments due to the Bond Insurer as required by this Indenture and provided that following any swap termination payment, the Commission shall have funds as necessary to make the necessary Debt Service Fund Requirement for each Series of Bonds.

Section 608. Annual Operating Budget. (1) Not less than one day prior to the beginning of each Fiscal Year, the Commission shall adopt and file with the Trustee an annual operating budget for the System (herein called "Annual Budget") for such Fiscal Year. The Commission may at any time, but not more often than once a month, adopt and file with the Trustee (or annually delegate to an Authorized Officer the authority to prepare and file with the Trustee) an amended or supplemental Annual Budget for the Fiscal Year then in progress, provided that an amendment for the purpose of making changes in one or more line items within the Annual Budget, but which does not increase the aggregate amount of expenses shown in the Annual Budget for such Fiscal Year may be filed by an Authorized Officer without action by the Commission and provided further that any amendment that increases the aggregate amount of expenses shown in the Annual Budget for such Fiscal Year shall be accompanied by a certificate of an Authorized Officer to the effect that such increase will not preclude compliance by the Commission with the covenants set forth in Section 603. An Authorized Officer shall prepare and may amend from time to time, a monthly breakdown of the Annual Budget which breakdown or amendment thereto shall be filed with the Trustee and shall show for each month projected Operating Expenses to be paid from the Operation and Maintenance Fund in such month, as well as the Revenues or other moneys held hereunder projected to be available to meet the same. The Commission shall not incur aggregate Operating Expenses in any Fiscal Year in excess of the aggregate amount of Operating Expenses shown in the Annual Budget as amended and supplemented for such Fiscal Year except in case of emergency or as required by law and shall promptly file a written report of any such excess expenditure with the Trustee signed by an Authorized Officer. For the purposes of this Section 608, "Authorized Officer" shall include, individually, the Chairperson and the Executive Director of the Commission.

(2) For purposes of Section 504(2), the Operation and Maintenance Reserve Fund Requirement shall mean, unless a greater amount is required by any Supplemental Indenture, (i) from the date of delivery of the initial Series of Bonds hereunder until the last day of the second full Fiscal Year after such Bonds are delivered, the amount provided in the Supplemental Indenture for the initial Bonds, and (ii) as of the last business day of each calendar month thereafter an amount equal to at least the sum of (a) the balance on deposit in the Operation and Maintenance Reserve Fund on the last day of the prior Fiscal Year and (b) one-twelfth (1/12) of the amount, if any, by which the balance of the Operation and Maintenance Reserve Fund on the last day of the prior Fiscal Year was less than the Operation and Maintenance Reserve Fund Requirement calculated as of such day multiplied by the number of months of the current Fiscal Year that have passed since the beginning of such Fiscal Year, and either plus (c) one-twelfth (1/12) of one-sixth (1/6) of the amount, if any, by which the projected aggregate Operating Expenses of the current Fiscal Year (as shown in the Annual Budget as then amended and supplemented for such Fiscal Year) exceeds the aggregate Operating Expenses for the prior Fiscal Year multiplied by the number of months of the current Fiscal Year that have passed since the beginning of such Fiscal Year or minus (d) one-sixth (1/6) of the amount, if any, by which such projected aggregate Operating Expenses are less than the aggregate Operating Expenses for the prior Fiscal Year.

For purposes of such computation, the Commission and the Trustee shall consider the amount of Operating Expenses paid in a prior Fiscal Year to be such amount as estimated by an Authorized Officer in a certificate filed with the Trustee on or before the last day of such Fiscal Year subject to adjustment with respect to the actual amount as set forth in a certificate of an Authorized Officer filed with the Trustee on or before one hundred twenty (120) days after the end of such Fiscal Year.

Section 609. Capital Improvements Budget.

(1) On or prior to the date of delivery of the initial Series of Bonds hereunder and not less than one (1) day prior to the beginning of each Fiscal Year thereafter, the Commission shall prepare and file with the Trustee a proposed program of Capital Improvements to be undertaken by the Commission during such Fiscal Year and the next two ensuing Fiscal Years, identifying the Capital Improvements to be carried out, the estimated Cost thereof and the period of construction thereof, together with a budget (herein called "Capital Improvements Budget") for the Capital Improvements or parts thereof to be undertaken by the Commission in such Fiscal Year. The Capital Improvements Budget shall include a schedule showing all projected disbursements from any Project Account or Operating Capital Account in the Project Fund and, to the extent provided by the Commission, any other fund or account under this Master Indenture, as well as the sources of moneys projected to be available to meet the same. The Capital Improvements Budget shall further identify the Capital Improvements to be undertaken, the nature of the work, the estimated Cost thereof and the estimated completion date of each Capital Improvement.

(2) The Commission may from time to time amend or supplement the Capital Improvements Budget for the Fiscal Year then in progress by filing with the Trustee a certificate of an Authorized Officer setting forth the amendment or supplement.

(3) Not later than the last day of each third full Fiscal Year following the Fiscal Year ending June 30, 2003, the Commission shall cause an examination of and report on the properties and operations of the System to be made by a Consulting Engineer and shall cause a copy of such examination and report, certified by an Authorized Officer, to be filed with the Trustee. Such examination and report shall include a review of the Commission's then current three year Capital Improvement program prepared in accordance with paragraph (1) of this Section, the current and any proposed Capital Improvements Budget and Annual Budget, the adequacy of the Renewal and Replacement Reserve Fund Requirement and such other reports, surveys and examinations as the Commission or the Consulting Engineer shall deem necessary. Any report prepared by the Consulting Engineer in connection with the issuance of Bonds within the last Fiscal Year in such three year period shall satisfy the requirements of this subsection for such three year period.

(4) For purposes of Section 504(2) and subject to the approval of the PUC, the Renewal and Replacement Reserve Fund Requirement shall mean, unless a greater amount is required by any Supplemental Indenture, (i) from the date of delivery of the initial Series of Bonds hereunder until the last day of the second full Fiscal Year following the Fiscal Year in which such Bonds are delivered, the amount provided in the Supplemental Indenture for the initial Bonds, and (ii) as of the last day of each calendar month thereafter an amount at least equal to the sum of (a) one-twelfth ( $1/12$ ) of the amount, if any, by which the balance in the Renewal and Replacement Reserve Fund on the last day of the prior Fiscal Year was less than the Renewal and Replacement Reserve Fund Requirement calculated as of such day, multiplied by the number of months of the current Fiscal Year that have passed since the beginning of such Fiscal Year, and either plus (c) one-twelfth ( $1/12$ ) of the amount, if any, by which a Consulting Engineer shall have certified to the Commission in accordance with paragraph (3) of this Section 609 that the Renewal and Replacement Reserve Fund Requirement should be increased for the current Fiscal Year, multiplied by the number of months of the current Fiscal Year that have passed since the beginning of such Fiscal Year, or minus (d) the amount, if any, by which such Consulting Engineer shall have certified that the Renewal and Replacement Reserve Fund Requirement can be decreased for the current Fiscal Year.

Section 610. Accounts and Reports.

The Commission shall annually, within 270 days after the close of each Fiscal Year or as soon thereafter as is practicable, file with the Trustee a copy of financial statements, audited by and containing the report of an independent public accountant or firm of accountants acceptable to the Trustee, relating to or including schedules relating to the operations and properties of the System for such Fiscal Year and setting forth in reasonable detail its financial condition as of the end of such year and income and expenses for such year, and including a summary of the receipt in and disbursements from the funds and accounts maintained under the Indenture during such Fiscal Year and the amounts held therein at the end of such Fiscal Year. In the event that such financial statements are not available within 270 days after the close of each Fiscal Year, the Commission shall so notify the Trustee in writing within 270 days. Each annual report shall be accompanied by a certificate of the accountant or firm of accountants auditing the same to the effect that in the course of and within the scope of their examination of such financial statements nothing came to their attention that would lead them to believe that an Event of Default had occurred under the Indenture or, if such is not the case, specifying the nature of the Event of Default.



## ARTICLE VII

### DEFAULTS AND REMEDIES

Section 701. Events of Default. The occurrence of one or more of the following events shall constitute an "Event of Default":

- (i) if default shall be made by the Commission in the payment of the Principal Installments or Redemption Price of any Bond when due, whether at maturity or by call for mandatory redemption or redemption at the option of the Commission or any Holder, or otherwise, or in the payment of any sinking fund payment when due,
- (ii) if default shall be made by the Commission in the payment of any installment of interest on any Bond when due,
- (iii) if default shall be made by the Commission in the payment of any installment of interest on or any Principal Installment or Redemption Price of any Subordinated Bonds when due,
- (iv) if default shall be made by the Commission in the performance or observance of any other of the covenants, agreements or conditions on its part provided in the Indenture or in the Bonds and such default shall continue for a period of 30 days after written notice thereof shall be given to the Commission by the Trustee or to the Commission and the Trustee by the Holders of a majority in Principal Amount of the Bonds Outstanding; provided that if such default cannot be remedied within such 30 day period, it shall not constitute an Event of Default hereunder if corrective action is instituted by the Commission within such period and diligently pursued until the default is remedied,
- (v) if an order, judgment or decree is entered by a court of competent jurisdiction (a) appointing a receiver, trustee, or liquidator for the Commission or the whole or any substantial part of the System, (b) granting relief in involuntary proceedings with respect to the Commission under the federal bankruptcy act, or (c) assuming custody or control of the Commission or of the whole or any substantial part of the System under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within sixty (60) days from the date of entry of the order, judgment or decree, or

- (vi) if the Commission (a) admits in writing its inability to pay its debts generally as they become due, (b) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a receiver of the whole or any substantial part of the System, or (e) consents to the assumption by any court of competent jurisdiction under any law for the relief of debtors of custody or control of the Commission or of the whole or any substantial part of the System.

The Commission shall promptly give the Trustee notice of any Event of Default with respect to Agency Bonds issued to the Agency prior to the date of this Indenture. Upon the occurrence of an Event of Default described in clauses (i), (ii), (v) or (vi), so long as such Event of Default shall not have been cured, either the Trustee (by notice in writing to the Commission), or the Holders of twenty-five percent (25%) in Principal of the Bonds Outstanding (by notice in writing to the Commission and the Trustee) may, with the consent of the Agency (so long as there are Agency Bonds Outstanding hereunder), declare the Principal Amount of all the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in the Indenture or in any of the Bonds contained to the contrary notwithstanding. The right to make such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, all outstanding Events of Default (other than the payment of the Principal Amount and interest due and payable solely by reason of such declaration) shall have been cured or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case, unless a final judgment has been obtained for any Principal Amount or interest coming due and payable solely by reason of such declaration, the Holders of a majority in Principal Amount of the Bonds Outstanding, by written notice to the Commission and to the Trustee, may annul such declaration, or, if the Trustee shall have acted without a direction from Bondholders and if there shall not have been theretofore delivered to the Trustee written direction to the contrary by the Holders of a majority in Principal Amount of the Bonds then Outstanding, then any such declaration shall be deemed to be annulled.

Section 702. Application of Revenues and Other Moneys after Default.

(1) The Commission covenants that if an Event of Default shall happen and shall not have been remedied, the Commission, upon demand of the Trustee, shall pay over and assign to the Trustee (i) forthwith, all moneys, securities, Reserve Deposits, Additional Security, if any, and funds then held by the Commission in any fund or account pledged under the Indenture including, without limitation, funds then held by it in the Revenue Fund, and (ii) as promptly as practicable after receipt thereof the Revenues.

(2) During the continuance of an Event of Default, the Trustee shall apply the moneys, Reserve Deposits, Additional Security, if any, and funds held by the Trustee and such Revenues and the income therefrom as follows and in the following order:

- (i) to the payment of the reasonable and proper charges and expenses of the Fiduciaries and of its agents, representatives, advisors and legal counsel, and of any engineer or firm of engineers selected by the Trustee pursuant to this Article and to the payment of any fees and expenses required to keep any Reserve Deposits or Additional Security in full force and effect;
- (ii) to the payment of the amounts required for reasonable and necessary Operating Expenses, including reasonable and necessary reserves and working capital therefor, and for the reasonable repair and replacement of the System necessary to prevent loss of Revenues or to provide for the continued operation of the System, as certified to the Trustee by an independent engineer or firm of engineers of recognized standing (who may be an engineer or firm of engineers retained by the Commission for other purposes) selected by the Trustee;
- (iii) to the payment of the interest and Principal Amount or Redemption Price then due on the State Obligations and the Bonds, as follows:

(a) unless the Principal Amount of all of the Bonds shall have become or have been declared due and payable,

First: To the payment to the persons entitled thereto of all installments of interest or Qualified Swap Payments then due in the order of the maturity of such installments maturing (or payments due), and, if the amount available shall not be sufficient to pay in full all installments maturing (or payments due) on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid Principal Amount or Redemption Price of any State Obligations and Bonds which shall become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the State Obligations and Bonds due on any date, then to the payment thereof ratably, according to the amounts of Principal Amount or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference; and

(b) if the Principal Amount of all of the Bonds shall have become or have been declared due and payable, to the payment of the Principal Amount and interest or Qualified Swap Payments then due and unpaid upon the State Obligations and Bonds without preference or priority of

Principal Amount over interest or Qualified Swap Payments or of interest over Principal Amount or Qualified Swap Payments, or of any installment of interest (or payment due) over any other installment of interest (or payment due), or of any Bond over any other Bond, ratably, according to the amounts due respectively for Principal Amount and interest and Qualified Swap Payments, to the persons entitled thereto without any discrimination or preference;

(3) If and whenever all overdue installments of interest on all Bonds together with the reasonable and proper charges and expenses of the Fiduciaries including without limitation the fees and disbursements of its legal counsel, and all other sums payable by the Commission under the Indenture, including the Principal Installments and Redemption Price of and accrued unpaid interest on all Bonds which shall then be payable by declaration or otherwise, shall either be paid by or for the account of the Commission, or provision satisfactory to the Trustee shall be made for such payment and all defaults under the Indenture or the Bonds shall have been cured, the Trustee shall pay over to the Commission all moneys, securities and funds remaining unexpended in all funds and accounts provided by the Indenture to be held by the Commission, and thereupon the Commission and the Trustee shall be restored, respectively, to their former positions and rights under the Indenture and all Revenues shall thereafter be applied as provided in Article V. No such payment over to the Commission by the Trustee or resumption of the application of Revenues as provided in Article V shall extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

(4) The proceeds of any Reserve Deposits and Additional Security shall be applied by the Trustee in the manner provided in the applicable Supplemental Indenture authorizing such Reserve Deposits and Additional Security.

Section 703. Proceedings Brought by Trustee. (1) Whether or not a declaration shall be made by the Trustee or Bondholders pursuant to Section 701, if an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee may proceed to protect and enforce its rights and the rights of the Holders of the Bonds under the Indenture by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Commission as if the Commission were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under the Indenture.

(2) All rights of action under the Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof on the trial or other proceedings.

(3) The Holders of a majority in Principal Amount of the Bonds Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if

the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Bondholders not parties to such direction.

(4) Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Holders of a majority in Principal Amount of the Bonds then Outstanding and furnished with satisfactory security and indemnity, shall be under no obligation to, institute and maintain such suits and proceedings as it may deem necessary or expedient to prevent any impairment of the security under the Indenture by any acts which may be unlawful or in violation of the Indenture, or necessary or expedient to preserve or protect its interests and the interests of the Bondholders.

Section 704. Restriction on Bondholders' Action. (1) No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the Indenture or for any remedy under the Indenture, unless such Holder shall have previously given to the Trustee written notice of the happening of any Event of Default and shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity to exercise the powers granted in this Article in its own name, and unless such Holders shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred thereby or in connection therewith, and the Trustee shall have refused to comply with such request within a reasonable time.

(2) Nothing in the Indenture shall affect or impair the obligation of the Commission to pay on the respective dates of maturity thereof the Principal Amount of and interest on the Bonds, or affect or impair the right of action of any Holder to enforce the payment of his Bond.

Section 705. Remedies not Exclusive. No remedy by the terms of the Indenture conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Indenture or provided at law or in equity or by statute.

Section 706. Effect of Waiver and Other Circumstances. No delay or omission of the Trustee or of any Bondholder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or to be an acquiescence therein.

(2) Prior to the declaration of maturity of the Bonds as provided in Section 701, the Holders of a majority in Principal Amount of the Bonds at the time Outstanding may on behalf of the Holders of all of the Bonds waive any past default under the Indenture and its consequences, except a default in the payment of interest on or Principal Installments or Redemption Price of any of the Bonds. No such waiver shall extend to any subsequent or other default.

## ARTICLE VIII

### THE FIDUCIARIES

Section 801. Trustee. J.P. Morgan Trust Company, National Association is hereby appointed Trustee under the Indenture. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing the Indenture and by executing such Indenture, the Trustee shall be deemed to have accepted such duties and obligations not only with respect to the initial Bonds but with respect to all the Bonds thereafter to be issued, but only, however, upon the terms and conditions set forth in the Indenture.

Section 802. Paying Agents. (1) Unless otherwise provided in the applicable Supplemental Indenture, the Trustee shall act as a Paying Agent for all Series of Bonds. The Commission may appoint one or more additional Paying Agents for the Bonds of any Series in the applicable Supplemental Indenture. Each Paying Agent shall be a bank or trust company or national banking association having a capital and surplus aggregating at least twenty-five million dollars (\$25,000,000), if there is such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Indenture. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the Commission and to the Trustee a written acceptance thereof.

(2) If at any time a Paying Agent is unable or unwilling to act as Paying Agent, the Paying Agent may resign upon 30 days' prior written notice to the Commission and the Trustee. Such resignation shall become effective upon the date specified in such notice, unless a successor Paying Agent has not been appointed, in which case such resignation shall become effective upon the appointment of such successor. The Paying Agent may be removed at any time by the Commission by written notice signed by the Commission delivered to the Trustee, each Bondholder and the Paying Agent. Upon resignation or removal of the Paying Agent, the Commission shall appoint a successor Paying Agent which shall be a bank or trust company which meets the requirements of subsection (1) of this Section 802. The Commission shall notify each Bondholder of the related Series of Bonds of the appointment of such successor. Upon the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys and Bonds held by it in trust pursuant to this Section 802 to its successor.

Section 803. Depositories. The Commission may appoint one or more Depositories to hold, as an agent for the Trustee, moneys to be held under the provisions of this Indenture. Each Depository shall be a bank or trust company or national banking association having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000), if there is such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed on it by the Indenture. As a condition to the appointment of any Depository such Depository shall agree to provide monthly reports to the Trustee as to the balances on deposit in the fund or funds held by

such Depository and shall acknowledge in writing that the moneys held by it are being held by it as agent for the Trustee and subject to the provisions of Section 501.

Section 804. Responsibility of Fiduciaries. (1) The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Commission and no Fiduciary assumes any responsibility for the correctness of the same. The duties and obligations of the Fiduciaries shall be determined by the express provisions of the Indenture and the Fiduciaries shall not be liable except for their performance of such duties and obligations as are specifically set forth herein. No Fiduciary makes any representations as to the validity or sufficiency of the Indenture or of any Bonds issued thereunder or in respect of the security afforded by the Indenture, and no Fiduciary shall incur any responsibility in respect thereof. The Authenticating Agent for any Bonds shall, however, be responsible for its representation contained in its certificate of authentication on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Commission or any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own gross negligence or willful default nor shall any Fiduciary be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by the Indenture.

(2) All moneys held by any Fiduciary, as such, at any time pursuant to the terms of the Indenture shall be and hereby are assigned, transferred and set over unto such Fiduciary in trust for the purposes and under the terms and conditions of the Indenture.

Section 805. Evidence on Which Fiduciary May Act. Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the Commission, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate executed in the name of the Commission by an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Indenture upon the faith thereof, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable.

Section 806. Compensation. Unless otherwise provided by contract with such Fiduciary, the Commission shall pay to each Fiduciary from time to time reasonable compensation for all services rendered hereunder, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, consultants and employees incurred in and about the performance of their powers and duties hereunder. The Commission, to the extent permitted by law, shall indemnify and save each Fiduciary harmless against any liabilities, costs and expenses which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its own gross negligence or willful default.

Section 807. Permitted Acts. Any Fiduciary may become the owner of any Bonds and may otherwise deal with the Commission, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or the Indenture, whether or not any such committee shall represent the Holders of a majority in Principal Amount of the Bonds Outstanding.

Section 808. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by the Indenture by giving not less than sixty (60) days' written notice to the Commission and giving not less than thirty (30) days' written notice to each Bondholder and Paying Agent specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice provided a successor shall have been appointed, unless previously a successor shall have been appointed by the Commission or the Bondholder as hereinafter provided, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 809. Removal of Trustee. The Trustee may be removed (i) at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Holders of a majority in Principal Amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Commission, and (ii) so long as no Event of Default shall have occurred and be continuing, at any time by an Authorized Officer of the Commission by an instrument in writing filed with the Trustee.

Section 810. Appointment of Successor Trustee. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, a successor may be appointed by the Commission, so long as no Event of Default shall have occurred and be continuing hereunder, or by the Holders of a majority in Principal Amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Commission, by an instrument or concurrent instruments in writing signed and acknowledged by



such Bondholders or by their attorneys-in-fact duly authorized and delivered to such successor Trustee, notification thereof being given to the Commission and the predecessor Trustee. Pending such appointment, the Commission by a written instrument signed by an Authorized Officer and delivered to the predecessor Trustee shall forthwith appoint a Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders as herein authorized. The Commission shall give written notice of any such appointment made by it to each Bondholder and Paying Agent at least thirty (30) days after the date of such appointment. Any successor Trustee appointed by the Commission shall, immediately and without further act, be superseded by a Trustee appointed by the Bondholders. If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Trustee shall have given to the Commission written notice as provided in Section 808 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or the Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee. The Trustee shall continue to serve until a successor Trustee shall be appointed under the provisions of this Section. Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company organized under the laws of the State, or a national banking association doing business in the State, having a capital and surplus aggregating at least fifty-million dollars (\$50,000,000), if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all duties imposed upon it by the Indenture.

Section 811. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the predecessor Trustee, and also to the Commission, an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Trustee herein, but the Trustee ceasing to act shall nevertheless, on the written request of the Commission, or of the Successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it hereunder, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth.

Section 812. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business provided such company shall be a bank or trust company or national banking association which is qualified to be a successor to such Fiduciary under Section 810 or Section 802(1) and shall be authorized by law to perform all the duties imposed upon it by the Indenture, shall be the successor to such

Fiduciary without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

## ARTICLE IX

### SUPPLEMENTAL INDENTURES

Section 901. Supplemental Indentures Effective upon Execution and Delivery. The Commission and the Trustee may at any time and from time to time and without the consent of or notice to any of the Bondholders execute and deliver a Supplemental Indenture supplementing the Indenture for any one or more of the following purposes:

(1) to close the Indenture against, or provide limitations and restrictions not contained in the Indenture on, the original issuance of Bonds;

(2) to add to the covenants and agreements of the Commission contained in the Indenture other covenants and agreements thereafter to be observed for the purpose of further securing the Bonds;

(3) to surrender any right, power or privilege reserved to or conferred upon the Commission by the Indenture;

(4) to preserve the excludability of Interest on any Bonds from gross income for the purpose of federal income taxes, or to change the tax covenants set forth in Section 503, 509 or 604 pursuant to an Opinion of Bond Counsel that such action will not affect adversely such excludability;

(5) to authorize Bonds of a Series and, in connection therewith, specify and determine any matters and things relative to such Bonds not contrary to or inconsistent with the Indenture;

(6) to amend the obligations of the Commission with respect to the State Obligations, pursuant to an agreement with the State, provided that such amendment, in the conclusive determination of the Trustee is not adverse to the Bondholders;

(7) to exercise any provision herein or to make such determinations hereunder as expressly provided herein to be exercised or determined in a Supplemental Indenture;

(8) to confirm, as further assurance, any pledge under and the subjection to any lien or pledge created or to be created by the Indenture of the Revenues;

(9) to reflect a change in the Fiscal Year of the Commission, and to make changes to the dates set forth in this Indenture to the extent necessary to conform such dates to the amended Fiscal Year;

(10) to provide for the issuance of Subordinated Bonds and amendments to the Indenture in accordance with Section 208; and

(11) to make any other change which, in the conclusive determination of the Trustee, is not adverse to the Bondholders;

Section 902. Supplemental Indenture Regarding Ambiguities. At any time or from time to time and without the consent of or notice to any of the Bondholders but subject to the conditions or restrictions in the Indenture contained, the Commission and the Trustee may enter into an indenture amending or supplementing the Indenture curing any ambiguity or curing correcting or supplementing any defect or inconsistent provisions contained in the Indenture or making such provisions in regard to matters or questions arising under the Indenture as may be necessary or desirable and not contrary to or inconsistent with the Indenture.

Section 903. Supplemental Indentures Amending Indenture or Bonds. At any time or from time to time but subject to the conditions or restrictions in the Indenture contained, the Commission and the Trustee may enter into an indenture amending or supplementing the Indenture, modifying any of the provisions of the Indenture or Bonds or releasing the Commission from any of the obligations, covenants, agreements, limitations, conditions or restrictions therein contained, but, except as provided in Section 901 and Section 902, no such indenture shall be effective unless (a) no Bonds authorized by a Supplemental Indenture adopted prior to the adoption of such indenture remain Outstanding at the time it becomes effective, or (b) such indenture is consented to by or on behalf of Bondholders, in accordance with and subject to the provisions of Article X.

Section 904. Execution and Delivery of Supplemental Indentures. Any Supplemental Indenture referred to and permitted or authorized by this Article IX shall become effective only on the conditions, to the extent and at the time provided in this Article. Every such indenture becoming effective shall thereupon form a part of the Indenture. The Trustee in executing or accepting the additional trusts permitted by this Article or the modifications thereby of the trusts created by this Indenture shall be fully protected in relying on a Counsel's Opinion to the effect that such indenture has been duly and lawfully adopted by the Commission in accordance with the provisions of the Indenture, is authorized or permitted by the Indenture, and constitutes the lawful and binding obligation of the Commission in accordance with its terms.

Section 905. Provider of Additional Security or Reserve Deposits as Holder of the Bonds. Subject to anything contrary set forth in a Supplemental Indenture, as long as Additional Security of Reserve Deposits with respect to the Bonds securing all or a portion of the Bonds Outstanding is in effect, the provider of such Additional Security or Reserve Deposit to the extent so authorized in the applicable Supplemental Indenture, shall be deemed to be the Holder of the Bonds secured by the Additional Security or Reserve Deposits: (i) at all times for the purpose of the execution and delivery of the Supplemental Indenture or of any amendment, change or modification of this Indenture or the initiation by Bondholders of any action to be undertaken by the Trustee at the Bondholders' request, which under this Indenture requires the written approval or consent of or can be initiated by the Holders of at least a majority in

aggregate principal amount of the Bonds at the time Outstanding, (ii) at all times for the purpose of the mailing of any notice to Bondholders under this Indenture, and (iii) following an Event of Default for all other purposes. Notwithstanding the foregoing, a provider of Additional Security or a Reserve Deposit shall not be deemed to be a Holder of the Bonds with respect to any such Supplemental Indenture or of any amendment, change or modification of this Indenture which would have the effect of permitting (i) a change in the terms of redemption or maturity of any Outstanding Bonds or of any installment of interest thereon or (ii) a reduction in the Principal Amount or the Redemption Price thereof or in rate of Interest thereon or (iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment.

## ARTICLE X

### AMENDMENTS

Section 1001. Mailing. Any provision in this Article X for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid only (i) to each Holder of Bonds then Outstanding at his address, if any, appearing upon the register and (ii) to the Trustee.

Section 1002. Powers of Amendment. Any modification or amendment of the Bonds or of the Indenture may be made by a Supplemental Indenture, with the written consent given as provided in Section 1003, (i) of the Holders of at least a majority in aggregate Principal Amount of all Bonds Outstanding at the time such consent is given or (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Holders of at least a majority in aggregate Principal Amount of the Bonds of each Series so affected and Outstanding at the time such consent is given; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the vote or consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section; and provided, further, that no such modification or amendment shall permit a change in the terms of redemption or maturity of the Principal Amount of any Outstanding Bond, or of any installment of interest thereon or a reduction in the Principal Amount or the Redemption Price thereof or the rate of interest thereon or the method for determining such rate without the consent of the Holder of such Bond, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto, or shall reduce the percentages of the Principal Amount of Bonds the consent of which is required to effect any such modification or amendment.

Section 1003. Consent of Bondholders. The Commission may at any time adopt a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 1002, to take effect when and as provided in this Section. Upon the adoption of such Supplemental Indenture, a copy thereof, certified by an Authorized Officer, shall be filed with the Trustee for the inspection of the Bondholders. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved in writing by the Trustee) together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Commission to each affected Bondholder. Such Supplemental Indenture shall not become effective until there shall have been filed with the Trustee the written consents of the percentages of the Holders of Outstanding Bonds specified in Section 1002 and a notice shall have been given as hereinafter in this Section provided. Any such consent shall be binding upon the Holder of the Bonds giving such consent and on any subsequent Holder of such Bonds (whether or not such subsequent Holder has notice thereof). At any time after the Holders of the required percentages of Bonds shall have filed their consent to the Supplemental Indenture, notice, stating in substance that the Supplemental Indenture has been consented to by the Holders of the required percentages of Bonds and will be effective as provided in this Section, may be given to the Bondholders by mailing such notice to Bondholders. The Commission shall file with the Trustee proof of giving such notice. Such Supplemental Indenture shall be deemed conclusively binding upon the Commission, the Fiduciaries and the Holders of all Bonds at the expiration of sixty (60) days after the filing with the Trustee of the proof of the mailing of such notice, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding commenced for such purpose within such sixty day period; provided, however, that any Fiduciary and the Commission during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as they may deem expedient.

Section 1004. Modification by Unanimous Action. Notwithstanding anything contained in Article IX or in the foregoing provisions of this Article, the rights and obligations of the Commission and of the Holders of the Bonds and the terms and provisions of the Bonds or of the Indenture may be modified or amended in any respect upon the adoption of a Supplemental Indenture by the Commission and the consent of the Holders of all of the Bonds then Outstanding, such consent to be given as provided in Section 1003 except that no notice to Bondholders shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Section 1005. Exclusion of Bonds. Bonds owned or held by or for the account of the Commission shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided for in this Article, and shall not be entitled to consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the Commission shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 1006. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as hereinabove in this Article X provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the Commission and the Trustee as to such action, and in that case upon demand of the Holder of any Bond Outstanding at or after such effective date and presentation of his Bond for the purpose to the Trustee, suitable notation shall be made on such Bond by the Trustee as to any such action. If the Commission or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Commission to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Holder of any Bond then outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds.

## ARTICLE XI

### DEFEASANCE

Section 1101. Defeasance. (1) If the Commission shall (i) pay or cause to be paid, or there shall otherwise be paid to the Holders of the Bonds then Outstanding, the Principal Amount and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein and in the Indenture and (ii) discharge and satisfy its obligations under any Qualified Swap Agreement, then the pledge of any Revenues or other moneys, securities, Reserve Deposits and Additional Security, if any, pledged by the Indenture and all other rights granted by the Indenture shall be discharged and satisfied. In such event, the Trustee shall, upon request of the Commission, execute and deliver to the Commission all such instruments as may be desirable to evidence such release and discharge and the Fiduciaries shall pay over or deliver to the Commission all moneys or securities held by them pursuant to the Indenture which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment for redemption.

(2) Bonds or interest installments for the payment or redemption of which moneys shall be held by the Fiduciaries (through deposit by the Commission of funds for such payment or redemption or otherwise), whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (1) of this Section 1101. All Outstanding Bonds of any Series or any part of a Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in paragraph (1) of this Section 1101 if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Commission shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to provide as provided in Article IV, notice of redemption on said date of such Bonds, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Permitted Investments of the type described in clause (1) of the definition thereof or Advance Refunded Municipal

Bonds not subject to redemption at the option of the issuer thereof prior to the due date thereof, the principal of and interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the time of deposit of such Permitted Investments, shall be sufficient to pay when due the Principal Amount or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Commission shall have given the Trustee in form satisfactory to it irrevocable instructions to provide, as soon as practicable, at least thirty (30) days written notice to the Holders of such Bonds that the deposit required by clause (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with paragraph (1) of this Section 1101 and stating the maturity or redemption date upon which moneys are to be available for the payment of the Principal Amount or Redemption Price, if applicable, on said Bonds. Neither Permitted Investments nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Permitted Investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Amount or Redemption Price, if applicable, and interest on said Bonds, provided that any cash received from the principal or interest payments on such Permitted Investments deposited with the Trustee, if not then needed for such purpose, may, to the extent practicable, be reinvested in Permitted Investments maturing at times and in principal amounts sufficient to pay when due the Principal Amount or Redemption Price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be. After the making of the payments for which such Permitted Investments or moneys were held, any surplus shall be promptly paid over to the Commission, as received by the Trustee, free and clear of any trust, lien or pledge or assignment securing the Bonds or otherwise existing under this Indenture.

(3) For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or redemption date thereof, as the case may be, by the deposit of moneys, or Government Obligations and moneys, if any, in accordance with subsection (2)(ii) hereof, the interest to come due on such Variable Rate Bonds on or prior to the maturity date or redemption date thereof, as the case may be, shall be calculated at the Variable Rate Ceiling; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such Variable Rate Ceiling for any period, the total amount of moneys and Government Obligations on deposit with the Trustee for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited with the Trustee on such date in respect of such Variable Rate Bonds in order to satisfy the provisions of subsection (2)(ii) above, the Trustee shall, if requested by the Commission, pay promptly the amount of such excess to the Commission free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Indenture.

(4) Tender Bonds shall be deemed to have been paid in accordance with subsection (2)(ii) hereof only if, in addition to satisfying the requirements thereof, there shall have been deposited with the Trustee moneys in an amount which shall be sufficient to pay when due the

maximum Principal Amount and Redemption Price of and interest on such Bonds which could become payable to the Holders of such Bonds upon the exercise of any options provided to the Holders of such Bonds; provided, however, that if, at the time a deposit is made with the Trustee pursuant to the provisions of subsection (2)(ii) above, the options originally exercisable by the Holders of Tender Bonds are no longer exercisable, such Bonds shall not be considered Tender Bonds for purposes of this subsection (4). If any portion of the moneys deposited with the Trustee for the payment of the Principal Amount or Redemption Price of and interest on Tender Bonds is not required for such purpose the Trustee shall, if requested by the Commission, pay promptly the amount of such excess to the Commission free and clear of any trust, lien, pledge or assignment securing said Bonds or otherwise existing under this Indenture.

(5) Anything in the Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any Bonds which remain unclaimed for three (3) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds became due and payable, shall, at the written request of the Commission, be repaid promptly by the Fiduciary to the Commission, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Commission for the payment of such Bonds; provided, however, that before being required to make any such payment to the Commission, the Fiduciary shall, at the expense of the Commission, cause to be mailed to the Holders of all Bonds Outstanding a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned promptly to the Commission.

## ARTICLE XII

### MISCELLANEOUS

Section 1201. Evidence of Signatures of Bondholders and Ownership of Bonds. (1) Any request, consent or other instrument which the Indenture may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing.

(2) The ownership of Bonds and the amount, numbers and other identification, and date of owning the same, shall be proved solely by the registry books.

(3) Any request, consent or vote of the Holder of any Bond shall bind all future Holders of such Bond in respect of anything done or suffered to be done by the Commission or any Fiduciary in accordance therewith.



Section 1202. Preservation and Inspection of Documents. All documents received by a Fiduciary under the provisions of the Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Commission, any other Fiduciary and any Bondholder and their agents and their representatives, any of whom may make copies thereof at their own expense.

Section 1203. No Recourse on the Bonds. No recourse shall be had for the payment of the Principal Amount or Redemption Price of or the interest on the Bonds or for any claim based thereon or on the Indenture against any member, officer, agent, representative or employee of the Commission or any person executing the Bonds. No member, officer, agent, representative or employee of the Commission shall be held personally liable to any purchaser or Holder of any Bond under or upon such Bond, or under or upon the Indenture or any Supplemental Indenture relating to Bonds, or, to the extent permitted by law, because of the sale or issuance or attempted sale or issuance of Bonds, or because of any act or omission in connection with the construction, acquisition, operation or maintenance of the System, or because of any act or omission in connection with the investment or management of the Revenues, funds or moneys of the Commission, or otherwise in connection with the management of its affairs, excepting solely for things wilfully done or omitted to be done with an intent to defraud.

Section 1204. Partial Invalidity. If any provision of the Indenture or any Supplemental Indenture is held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.


Section 1205. Law and Place of Enforcement of the Indenture. The Indenture shall be construed and governed in accordance with the laws of the State and all suits and actions arising out of the Indenture shall be instituted in a court of competent jurisdiction in the State.

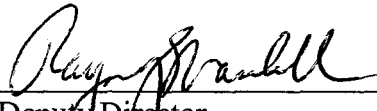
Section 1206. Business Days. Except as otherwise required herein, if this Indenture requires any parties to act on a specific day and such day is not a Business Day, such parties need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

Section 1207. Effective Date. The Indenture shall be effective upon its execution by the Commission and the Trustee.

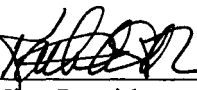
IN WITNESS WHEREOF, the Commission has caused this Indenture to be signed in its name by its Chairperson and attested by its Deputy Director, and the Trustee, in acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunder duly authorized all as of the day and year first above written.

NARRAGANSETT BAY COMMISSION

By:   
Chairperson

By:   
Deputy Director

J.P. MORGAN TRUST COMPANY,  
NATIONAL ASSOCIATION, as Trustee

By:   
Vice President

COM 1.46 Please provide a detailed list of NBC's capital leases, including assets acquired, commitments/terms and amounts paid.

**Answer:** See attached.

By: WEE

Narragansett Bay Commission									
Schedule of Leases									
G/L		Lease							
Account #	Item	Terms	Category	Total Cost (P and I)					
16	22141	Computer	April 2011- April 2014	Capital Lease	130,359.00				
17	22142	Computer	Nov 2011 - Nov 2013	Capital Lease	21,075.21				
18	22143	Computer	Feb 2012 - Feb 2015	Capital Lease	114,273.60				
19	22144	Computer	Nov 2012 - Aug 2015	Capital Lease	147,224.16				
L	22145	Computer	Nov 2012 - Nov 2016	Capital Lease	497,273.80				
21	22146	Computer	Jan 2014 -Oct 2016	Capital Lease	71,158.44				

# Lease 16



Quote #	Quote Date
NBC-19-8740w-032211-V1	4/1/2011
(Quote valid for 30 days)	

**TO:**

Name: **Daniel Smith**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions as specified in this quotation.	Point of Origin

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
VG305AV	HP IDS QUAD 8740w Base NB PC	19	\$315.00	\$5,985.00
VM932AV#ABA	Win7 PRO64 OR07 8740w O/S	19	\$75.00	\$1,425.00
VM943AV	MS Windows 7 Logo Label	19	\$0.60	\$11.40
WZ472AV	Intel Core i7-840QM 8740w Processor.	19	\$402.00	\$7,638.00
WC305AV	Intel Core i7 vPro Label	19	\$0.60	\$11.40
KX851AV	Star4 Label	19	\$0.60	\$11.40
WF730AV	AMT Enabled 8740w Module	19	\$12.00	\$228.00
VC112AV	17.0 WUXGA WVA 8740w Display	19	\$180.00	\$3,420.00
VG313AV	nVidia FX 2800M 1GB 8740w Graphics	19	\$465.00	\$8,835.00
VC118AV	8GB 1333DDR3 2DM 8740w Memory	19	\$285.00	\$5,415.00
VC121AV	500G 7200RPM 8740w Hard Drive	19	\$135.00	\$2,565.00
VC124AV	DVDRW LS UB 8740w Drive	19	\$60.00	\$1,140.00
VM937AV#ABA	DP 8740w Keyboard U.S	19	\$21.00	\$399.00
VC128AV	Bluetooth 2.1+ 8740w Module	19	\$11.40	\$216.60
VC130AV#ABA	Intel 802.11 a/b/g/n I3 8740w	19	\$27.00	\$513.00
VM893AV	56K v.92 MDC 8740w Modem.	19	\$6.00	\$114.00
VG331AV	8740w Finger Print Reader.	19	\$15.00	\$285.00
VM938AV#ABA	200w 8740w Hardware Kit.	19	\$33.00	\$627.00
VM902AV	8-Cell 68Whr Long Life 8740w Battery	19	\$83.40	\$1,584.60
VM914AV#ABA	3/3/3 8740w Warranty.	19	\$120.00	\$2,280.00
WD009AV#ABA	OSDVD Win7 PRO64 8740w Media Restore.	19	\$3.00	\$57.00
VB044AV#ABA	DIB HP PR 230w 1.0 Docking Station	19	\$119.40	\$2,268.60
RC465AA#ABA	HP USB Keyboard And Mouse Bundle.	19	\$23.40	\$444.60
UG838E	HP 4y ADP NBD onsite NB/TPC only SVC ,Notebook & Tablet with 3-3-3 wrty,HW Support during std business hours w/ next business day onite response With accidental damage protection	19	\$143.40	\$2,724.60
NL773A8#ABA	HP PROMO LA2405wg LCD Monitor.	19	\$179.40	\$3,408.60





Quote #	Quote Date
NBC-19-8740w-032211-V1	4/1/2011
(Quote valid for 30 days)	

**TO:**

Name: **Daniel Smith**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions as specified in this quotation.	Point of Origin

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
	Sub-Total			\$ 51,607.80

<b>TOTAL:</b>	\$ 51,607.80
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**Notes:**

The above quotation total does not reflect applicable sales tax and shipping charges.

Payment terms are Net 30 unless otherwise agreed to in writing.

AdvizeX Technologies is an equal opportunity employer dedicated to affirmative action and workforce diversity.

Please read this Quotation carefully. The terms and conditions set forth on this form constitute the entire agreement between seller and buyer. Seller will not be bound by any terms of buyer's order that are inconsistent with the terms herein. Acceptance of these terms may be made either (1) by written acceptance or (2) by accepting delivery of any good described on this form. This Quotation shall remain firm for 30 days from the date above unless modified in writing by Advizex Technologies, LLC prior to our acceptance of your order. This Quotation and any order placed as a result hereof shall be subject exclusively to the Terms and Conditions herein. So long as part of the payment due is outstanding, Advizex Technologies, LLC shall retain a security interest in any product or software that is part of the system. The customer agrees to execute any documents which may be necessary or appropriate to protect Advizex Technologies, LLC security interest in the system at Advizex Technologies, LLC request. Any contract resulting from this Quotation must be signed by a duly authorized representative of Advizex Technologies, LLC. Any additions, modifications or waivers of any of the Terms and Conditions contained herein or on the attached Agreements shall only be effective if in writing and agreed to by an authorized representative of Advizex Technologies, LLC. Advizex Technologies, LLC disclaims all implied warranties, including all warranties of merchant ability and all warranties of fitness for a particular purpose. Advizex Technologies, LLC shall not be liable for incidental, special or consequential damages arising from any cause.

**Invoices paid via Master Card or Visa will incur an additional 2% fee when credit card is billed**

**Invoices paid via American Express will incur an additional 2.5% fee on invoices up to \$30,000 and 2.% for invoices over \$30,000**



Quote #	Quote Date
NBC-53Z200-032211-V1	4/1/2011
(Quote valid for 30 days)	

**TO:**

Name: Daniel Smith  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

Name: Ili Pratt  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions as specified in this quotation.	Point of Origin

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
WF988AV	HP Z200 SFF Workstation	53	\$87.00	\$4,611.00
WF962AV#ABA	MS Windows 7 Professional 64-bit OS	53	\$78.00	\$4,134.00
XC085AV	Intel Core i7-870 2.93 8MB/1333 QC CPU.	53	\$510.00	\$27,030.00
XC087AV	HP 8GB (4x2GB) DDR3-1333 nECC RAM.	53	\$192.00	\$10,176.00
WF974AV	HP 22-In-1 Media Card Reader	53	\$24.00	\$1,272.00
WK976AV	HP 300GB SATA 10K SFF 1st HDD	53	\$180.00	\$9,540.00
WG007AV	HP 16X DVD+-RW SuperMulti SATA 1st Drive	53	\$60.00	\$3,180.00
WL034AV	ATI FirePro V3800 512MB Graphics	53	\$78.00	\$4,134.00
VG955AV#ABA	HP PS/2 Standard Keyboard Supported on Z200 U.S. - English localization	53	\$3.00	\$159.00
VB272AV	PS2 SCROLL MOUSE Z200	53	\$3.00	\$159.00
WG175AV	Windows 7 OS WW Recovery Media	53	\$6.00	\$318.00
WF990AV	HP Z200 SFF 240W 89% Eff. Chassis	53	\$30.00	\$1,590.00
WN541AV	HP Single Unit (SFF) Packaging	53	\$0.60	\$31.80
WG176AV#ABA	HP 3-3-3 Warranty	53	\$24.00	\$1,272.00
NK571A8#ABA	Promo HP LE2201w 22-Inch Wide LCD Monitor.	39	\$107.40	\$4,188.60
NL773A8#ABA	HP PROMO LA2405wg LCD Monitor.	14	\$179.40	\$2,511.60
Sub-Total				\$ 74,307.00

**TOTAL:**
**\$ 74,307.00**
**Notes:**

The above quotation total does not reflect applicable sales tax and shipping charges.

Payment terms are Net 30 unless otherwise agreed to in writing.

AdvizeX Technologies is an equal opportunity employer dedicated to affirmative action and workforce diversity.

Please read this Quotation carefully. The terms and conditions set forth on this form constitute the entire agreement between seller and buyer.





Quote #	Quote Date
NBC-53Z200-032211-V1	4/1/2011
(Quote valid for 30 days)	

**TO:**

Name: **Daniel Smith**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions as specified in this quotation.	Point of Origin

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
------	-------------	-----	------------	----------

Seller will not be bound by any terms of buyer's order that are inconsistent with the terms herein. Acceptance of these terms may be made either (1) by written acceptance or (2) by accepting delivery of any good described on this form. This Quotation shall remain firm for 30 days from the date above unless modified in writing by Advizex Technologies, LLC prior to our acceptance of your order. This Quotation and any order placed as a result hereof shall be subject exclusively to the Terms and Conditions herein. So long as part of the payment due is outstanding, Advizex Technologies, LLC shall retain a security interest in any product or software that is part of the system. The customer agrees to execute any documents which may be necessary or appropriate to protect Advizex Technologies, LLC security interest in the system at Advizex Technologies, LLC request. Any contract resulting from this Quotation must be signed by a duly authorized representative of Advizex Technologies, LLC. Any additions, modifications or waivers of any of the Terms and Conditions contained herein or on the attached Agreements shall only be effective if in writing and agreed to by an authorized representative of Advizex Technologies, LLC. Advizex Technologies, LLC disclaims all implied warranties, including all warranties of merchant ability and all warranties of fitness for a particular purpose. Advizex Technologies, LLC shall not be liable for incidental, special or consequential damages arising from any cause.

**Invoices paid via Master Card or Visa will incur an additional 2% fee when credit card is billed**

**Invoices paid via American Express will incur an additional 2.5% fee on invoices up to \$30,000 and 2.% for invoices over \$30,000**



Quote #	Quote Date
NBC-3Z200-032111-V1	4/1/2011
(Quote valid for 30 days)	

**TO:**

Name: Daniel Smith  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

Name: Ili Pratt  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
VA206AV	HP Z200 Workstation Supported on Z200	3	\$114.00	\$342.00
VR944AV#ABA	MS Windows 7 Professional 64-bit OS Supported on Z200. Microsoft Windows 7 Professional Edition 64-Bit OS for the Z200 HP workstation U.S. - English localization	3	\$78.00	\$234.00
VB113AV	HP Z200 320W 89% Efficient Chassis Supported on	3	\$45.00	\$135.00
VD513AV#ABA	HP Z200 Localization Kit Supported on Z200 U.S. - English localization	3	\$3.00	\$9.00
XC089AV	Intel Core i7-870 2.93 8MB/1333 QC CPU	3	\$510.00	\$1,530.00
WS057AV	NVIDIA Quadro 600 1.0GB Graphics Supported on Z200	3	\$120.00	\$360.00
XC091AV	HP 8GB (4x2GB) DDR3-1333 nECC RAM	3	\$192.00	\$576.00
WU763AV	HP 160GB SATA 10K SFF 1st HDD	3	\$150.00	\$450.00
VB241AV	HP 500GB SATA 7200 2nd HDD	3	\$84.00	\$252.00
VB281AV	HP 16X DVD+-RW SuperMulti SATA 1st Drive Supported on Z200	3	\$60.00	\$180.00
VG955AV#ABA	HP PS/2 Standard Keyboard Supported on Z200 U.S. - English localization	3	\$3.00	\$9.00
VB272AV	PS2 SCROLL MOUSE Z200	3	\$3.00	\$9.00
VB269AV	Intel Pro 1000 CT GbE NIC Card.	3	\$24.00	\$72.00
VG958AV#ABA	HP 3-3-3 Warranty Supported on Z200 U.S. - English localization	3	\$24.00	\$72.00
UD015E	HP 4y Nbd Promo Pers Wrkstn HW Supp Electronic	3	\$71.40	\$214.20
Sub-Total				\$ 4,444.20





Quote #	Quote Date
NBC-3Z200-032111-V1	4/1/2011
(Quote valid for 30 days)	

**TO:**

Name: **Daniel Smith**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
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 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
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**TOTAL:**

**\$ 4,444.20**

**Notes:**

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# Lease 17



800.808.4239

Recent Orders &gt; Order ZJC1378

## Order Details [Lease]

Status	Purchase Date	PO #	Purchased By	Customer #
All items shipped	11/30/2011	352303	JESSE LUJAN	8606311

## Billing Information

Billed From	Billing Address	Payment Method
CDW Government Inc. 230 N. Milwaukee Ave, Vernon Hills, IL 60061 P (800) 594-4239	HEWLETT PACKARD FINANCIAL SERVICES 200 CONNELL DR STE 5000 BERKELEY HEIGHTS, NJ 07922-2816 P (908) 898-4683	Net 30 Lease

## Shipping Information

Shipping Address	Shipping Method
NARRAGANSETT BAY COMMISSION ATTN: KEITH ZUIDEMA 1 SERVICE RD PROVIDENCE, RI 02905-5505	Drop Ship Ground

## Product

Product	Shipment Status and Tracking Information ⓘ	Qty	Unit Price	Ext. Price
<b>Apple Smart Cover - protective cover for web tablet</b> CDW Part #: 2533812   Mfg Part #: MD301LL/A Contract: NATIONAL JOINT POWERS ALLIANCE <a href="#">Write a review »</a>	32 of 32 shipped Qty 1 P061401498520666 - Shipped on 12/7/2011 Qty 31 P061401498399088 - Shipped on 12/5/2011	32	\$65.55	\$2,097.60
<b>Apple iPad® 2 with Wi-Fi 3G 64GB - Black - AT&amp;T *</b> CDW Part #: 2330746   Mfg Part #: MC775LL/A Contract: NATIONAL JOINT POWERS ALLIANCE <a href="#">Write a review »</a>	8 of 8 shipped Qty 5 P061401498399071 - Shipped on 12/5/2011 Qty 3 P061401498399088 - Shipped on 12/5/2011	8	\$795.84	\$6,366.72
<b>Apple iPad® 2 with Wi-Fi 16GB - Black *</b> CDW Part #: 2330742   Mfg Part #: MC769LL/A Contract: NATIONAL JOINT POWERS ALLIANCE <a href="#">Write a review »</a>	21 of 21 shipped <a href="#">View All Tracking Numbers</a> Qty 5 P061401498398210 - Shipped on 12/5/2011 Qty 5 P061401498398227 - Shipped on 12/5/2011 Qty 5 P061401498398234 - Shipped on 12/5/2011 Qty 5 P061401498398241 - Shipped on 12/5/2011 Qty 1 P061401498398258 - Shipped on 12/5/2011	21	\$479.04	\$10,059.84
<b>Apple iPad 10W USB Power Adapter</b> CDW Part #: 2035497   Mfg Part #: MC359LL/A Contract: NATIONAL JOINT POWERS ALLIANCE <a href="#">Write a review »</a>	5 of 5 shipped Qty 5 P061401498399088 - Shipped on 12/5/2011	5	\$28.42	\$142.10
<b>2 Year iPad Repair Protection - Extends warranty 1 additional year \$701-800</b> CDW Part #: 2369385   Mfg Part #: 170417 Contract: NATIONAL JOINT POWERS ALLIANCE <a href="#">Write a review »</a>	No shipment or tracking	8	\$48.37	\$386.96
<b>2 Year iPad Repair Protection - Extends</b>	No shipment or tracking	21	\$49.37	\$1,036.77

Product	Shipment Status and Tracking Information ⓘ	Qty	Unit Price	Ext. Price
<b>warranty 1 additional year \$301-500</b> CDW Part #: 2369376   Mfg Part #: 170414 Contract: MARKET <a href="#">Write a review »</a>				

\* Run an order report to view serial numbers associated with these products.

Your order may contain products that cannot be purchased online or added to your reminder or reorder.

**Subtotal:** \$20,089.99

**Shipping:** \$0.00

**Sales Tax:** \$0.00

**Grand Total:** \$20,089.99

This page was printed on 2/6/2014 12:05:14 PM.

# Lease 18





Quote #	Quote Date
NBC-2-Z210-CMT-012512-V1	1/25/2012

(Quote valid for 30 days)

**TO:**

Name: **Daniel Smith**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions as specified in this quotation.	Point of Origin

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
Base	<b>XM856AV -Configurable- HP Z210 CMT Microsoft® Windows® Workstation</b>			
XM856AV	HP Z210 Workstation Microsoft® Windows®	2	\$138.70	\$277.40
XM874AV#ABA	Genuine Microsoft Windows® 7 Professional Edition 64bit OS	2	\$94.90	\$189.80
XU868AV	HP Z210 400W 90% Efficient Chassis	2	\$54.75	\$109.50
XM880AV#ABA	HP Z210 Country Kit	2	\$3.65	\$7.30
CZ153AV	Intel Xeon E3-1290 3.6 8M 4C 95W GT0 CPU	2	\$1,379.70	\$2,759.40
LS981AV	AMD FirePro V5900 2GB Graphics	2	\$386.90	\$773.80
LB437AV	HP 16GB (4x4GB) DDR3-1333 nECC RAM	2	\$408.80	\$817.60
XU902AV	HP 300GB SATA 10K SFF 1st HDD	2	\$219.00	\$438.00
XU911AV	HP 300GB SATA 10K SFF 2nd HDD	2	\$219.00	\$438.00
LQ714AV	CMT SATA HDD2 Cable	2	\$0.00	\$0.00
XU938AV	16X SuperMulti DVDRW SATA 1st ODD	2	\$73.00	\$146.00
XU959AV	HP RAID 1 (Mirrored Array) Configuration (All drives must be identical in interface,size, and speed. Supported only with 2 drives.)	2	\$3.65	\$7.30
XU924AV#ABA	HP PS/2 Standard Keyboard	2	\$3.65	\$7.30
XU935AV	HP PS/2 Optical Scroll Mouse	2	\$3.65	\$7.30
XV141AV	Windows 7 64 Bit Factory Image Recovery	2	\$7.30	\$14.60
XU930AV	HP 22-in-1 5.25 JB Media Card Reader	2	\$29.20	\$58.40
XU945AV	HP Single Unit (CMT) Packaging	2	\$0.00	\$0.00
XW439AV#ABA	HP 3/3/3 (3-year parts/labor/next business day on-site) Warranty	2	\$29.20	\$58.40
	<b>Sub-Total</b>			<b>\$6,110.10</b>

**TOTAL:**

**\$6,110.10**





Quote #	Quote Date
NBC-2-Z210-CMT-012512-V1	1/25/2012
(Quote valid for 30 days)	

**TO:**

Name: **Daniel Smith**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
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 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
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**Notes:**

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Quote #	Quote Date
NBC-50-Z210-012512-V1	1/25/2012
(Quote valid for 30 days)	

**TO:**

Name: **Daniel Smith**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
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 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

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 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions as specified in this quotation.	Point of Origin

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
Base	<b>XM857AV -Configurable- HP Z210 Small Form Factor Microsoft® Windows® Workstation</b>			
XM857AV	HP Z210 Workstation SFF	50	\$101.50	\$5,075.00
XM874AV#ABA	Genuine Microsoft Windows® 7 Professional Edition 64bit OS	50	\$91.00	\$4,550.00
XU870AV	HP Z210 SFF 240W 90% Efficient Chassis	50	\$35.00	\$1,750.00
XM880AV#ABA	HP Z210 Country Kit	50	\$3.50	\$175.00
XU952AV	Intel Core i7-2600 3.4 8MB 4C 95W GT1CPU (ECC RAM Not supported)	50	\$560.00	\$28,000.00
XU888AV	ATI FirePro V3800 512MB Graphics (AutoCad® certified )	50	\$91.00	\$4,550.00
XU967AV	HP 8GB (4x2GB) DDR3-1333 nECC RAM	50	\$196.00	\$9,800.00
XU902AV	HP 300GB SATA 10K SFF 1st HDD	50	\$210.00	\$10,500.00
XU938AV	16X SuperMulti DVDRW SATA 1st ODD	50	\$70.00	\$3,500.00
XU924AV#ABA	HP PS/2 Standard Keyboard	50	\$3.50	\$175.00
XU935AV	HP PS/2 Optical Scroll Mouse	50	\$3.50	\$175.00
XV141AV	Windows 7 64 Bit Factory Image Recovery	50	\$7.00	\$350.00
XU931AV	HP 22-in-1 3.5 JB Media Card Reader	50	\$21.00	\$1,050.00
XU947AV	HP Single Unit (SFF) Packaging	50	\$0.70	\$35.00
LA732AV#ABA	HP 3/3/3 (3-year parts/labor/next business day on-site) Warranty	50	\$28.00	\$1,400.00
NL773A8#ABA	HP Promo LA2405wg 24-inch Widescreen LCD Monitor	20	\$284.05	\$5,681.00
<b>Sub-Total</b>				<b>\$76,766.00</b>

<b>TOTAL:</b>	<b>\$ 76,766.00</b>
---------------	---------------------

Notes:





Quote #	Quote Date
NBC-50-Z210-012512-V1	1/25/2012
(Quote valid for 30 days)	

**TO:**

Name: **Daniel Smith**  
Company: Narragansett Bay Commission  
Address: One Service Road  
Address: Providence, RI 02905  
Phone: 401-461-8848  
Fax:  
Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
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Quote #	Quote Date
NBC-8-8760w-012512-V1	1/25/2012
(Quote valid for 30 days)	

**TO:**

Name: **Daniel Smith**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

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 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
Base	<b>HP EliteBook 8760w Mobile Workstation</b> Configurable - HP EliteBook 8760w Mobile Workstation with Intel Quad Core Processor			
XY697AV	HP EliteBook 8760w Mobile Workstation with Mobile	8	\$401.50	\$3,212.00
LB173AV#ABA	Genuine Windows® 7 Professional 64	8	\$91.25	\$730.00
VM943AV	MS Windows 7 Logo Label	8	\$0.73	\$5.84
A1X33AV	2nd Generation Intel® Core™ i7-2860QM Processor (2.50 GHz, 6 MB L3 cache)-Supports a max of 32 GB system memory	8	\$470.85	\$3,766.80
LB644AV	Intel Core i7 vPro Label	8	\$0.73	\$5.84
Included	Mobile Intel QM67 chipset	8	\$0.00	\$0.00
XU980AV	Estar Label - if any Windows OS is selected, then label is required.	8	\$0.73	\$5.84
LG493AV	Intel® vPro Technology Enabled (IF MSOS is selected MUST select vPro processor label)	8	\$14.60	\$116.80
WX728AV	17.3-inch diagonal LED-backlit FHD WVA anti-glare (1920 x 1080 resolution) Not available if (230W) is selected.	8	\$164.25	\$1,314.00
LG498AV	No Webcam	8	\$0.73	\$5.84
XY702AV	NVIDIA Quadro 4000M graphics with 2GB dedicated GDDR5 video memory (if DreamColor display selected MUST select 230w adpater)	8	\$945.35	\$7,562.80
WX734AV	8GB 1333DDR3 2DM Memory	8	\$273.75	\$2,190.00
WX737AV	500GB 7200RPM Hard Drive	8	\$186.15	\$1,489.20
WX742AV	DVD±RW SuperMulti DL Drive	8	\$73.00	\$584.00
LB966AV#ABA	DualPoint Keyboard	8	\$25.55	\$204.40
WX748AV	HP Integrated Module with Bluetooth® 2.1 Wireless Technology	8	\$13.87	\$110.96
XW811AV	Intel® Centrino® Ultimate-N 6300	8	\$29.20	\$233.60
LE334AV	No WWAN Module	8	\$0.73	\$5.84
XY715AV	56K v.92 high speed modem	8	\$18.25	\$146.00





Quote #	Quote Date
NBC-8-8760w-012512-V1	1/25/2012
(Quote valid for 30 days)	

**TO:**

Name: **Daniel Smith**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
XY723AV	Integrated Fingerprint Reader	8	\$13.87	\$110.96
LB166AV#ABA	200W Hardware Kit	8	\$40.15	\$321.20
XN371AV	HP Long Life 8-Cell 75 Wh Li-Ion Battery (3 year warranty)	8	\$94.17	\$753.36
XY729AV#ABA	HP Elite Support with limited 3 year standard parts and labor warranty 3/3/3	8	\$146.00	\$1,168.00
LL716AV	Drivers for Windows 7 without WinDVD (Recovery Media) - Recovery Media Available with any OS Win7 localizations.	8	\$3.65	\$29.20
LL719AV#ABA	System Recovery DVD for Genuine Windows® 7 Professional 64-bit Only available if (Win7PRO32, Win7PRO64) is selected.	8	\$3.65	\$29.20
VB044AV#ABA Included	HP 230W Docking Station 1 Express Card/54 1 Smart Card Reader 1 SD/MMC <b>HP 3 Year 9x5 NBD Onsite Support w/Accidental Damage Protection</b>	8	\$145.27	\$1,162.16
UJ709E	9x5 Next Business Day On-site with Accidental Damage Protection and Computrace, 3 yr	8	\$189.07	\$1,512.56
<b>Sub-Total</b>				<b>\$ 25,263.84</b>

**TOTAL:**

**\$ 25,263.84**

**Notes:**

The above quotation total does not reflect applicable sales tax and shipping charges.

Payment terms are Net 30 unless otherwise agreed to in writing.

AdvizeX Technologies is an equal opportunity employer dedicated to affirmative action and workforce diversity.

Please read this Quotation carefully. The terms and conditions set forth on this form constitute the entire agreement between seller and buyer. Seller will not be bound by any terms of buyer's order that are inconsistent with the terms herein. Acceptance of these terms may be made either (1) by written acceptance or (2) by accepting delivery of any good described on this form. This Quotation shall remain firm for 30 days from the date above unless modified in writing by Advizex Technologies, LLC prior to our acceptance of your order. This Quotation and any order placed as a result hereof shall be subject exclusively to the Terms and Conditions herein. So long as part of the payment due is outstanding, Advizex Technologies, LLC shall retain a security interest in any product or software that is part of the system. The customer

# Lease 19



Quote #	Quote Date
POS rp5800 - 090612	9/6/2012
(Quote valid for 30 days)	

<b>TO:</b> Name: <b>Daniel Smith/Joe Roberts</b> Company: Narragansett Bay Commission Address: One Service Road Address: Providence, RI 02905 Phone: 401-461-8848 Fax: Email: <a href="mailto:dsmith@narrabay.com">dsmith@narrabay.com</a>	<b>FROM:</b> Name: <b>Ili Pratt</b> Company: AdvizeX Technologies Address: 15 Lynn Drive Address: Coventry, RI 02816 Phone: 401-821-6972 Fax: Email: <a href="mailto:ipratt@advizex.com">ipratt@advizex.com</a>
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Terms & Conditions	F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions as specified in this quotation.	Point of Origin

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
BZ776AV	HP rp5800 Base System	2	\$1,947.00	\$3,894.00
XX463AV#ABA	Genuine Windows Windows 7 Professional 64-Bit	2	\$0.00	\$0.00
XX459AV	Windows 7 64 bit Factory Image Recovery	2	\$0.00	\$0.00
QK159AV	Intel Core i7 2600 w/vPRO Processor	2	\$0.00	\$0.00
QK166AV	Intel i7 vPro 2nd Gen CPU Label	2	\$0.00	\$0.00
QK124AV	Single-Unit (SFF) Packaging	2	\$0.00	\$0.00
QK155AV	8GB PC3-10600 Memory (2 x 4 GB)	2	\$0.00	\$0.00
QV590AV	120GB SATA 3.5 1st Solid State Drive	2	\$0.00	\$0.00
QK143AV	DVD-ROM (No Software)	2	\$0.00	\$0.00
LB008AV#ABA	HP rp5800 Country Kit	2	\$0.00	\$0.00
QK687AV	PCIe Riser	2	\$0.00	\$0.00
QQ831AV	RPOS SKU Flag	2	\$0.00	\$0.00
QK133AV#ABA	HP USB Standard JB Keyboard	2	\$0.00	\$0.00
QK140AV	HP USB Optical Black Mouse	2	\$0.00	\$0.00
LB013AV#ABA	3-3-3 SFF Warranty - Standard Warranty	2	\$0.00	\$0.00
FK182AA#ABA	HP Cash Drawer.	2	\$0.00	\$0.00
FK224AA	HP USB Single Station Receipt Printer	2	\$0.00	\$0.00
FK225AA	HP POS Pole Display.	2	\$0.00	\$0.00
A1X77AA#ABA	HP L6017tm 17-IN Monitor	2	\$699.30	\$1,398.60
<b>Sub-Total</b>				<b>\$ 5,292.60</b>

<b>TOTAL:</b>	<b>\$ 5,292.60</b>
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Notes:

The above quotation total does not reflect applicable sales tax and shipping charges.

Payment terms are Net 30 unless otherwise agreed to in writing.

AdvizeX Technologies is an equal opportunity employer dedicated to affirmative action and workforce diversity.

Please read this Quotation carefully. The terms and conditions set forth on this form constitute the entire agreement between seller and buyer. Seller will not be bound by any terms of buyer's order that are inconsistent with the terms herein. Acceptance of these terms may be made



Quote #	Quote Date
POS rp5800 - 090612	9/6/2012
(Quote valid for 30 days)	

**TO:**

Name: **Daniel Smith/Joe Roberts**  
Company: Narragansett Bay Commission  
Address: One Service Road  
Address: Providence, RI 02905  
Phone: 401-461-8848  
Fax:  
Email: [dsmith@narrabay.com](mailto:dsmith@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
Company: AdvizeX Technologies  
Address: 15 Lynn Drive  
Address: Coventry, RI 02816  
Phone: 401-821-6972  
Fax:  
Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions as specified in this quotation.	Point of Origin

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
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either (1) by written acceptance or (2) by accepting delivery of any good described on this form. This Quotation shall remain firm for 30 days from the date above unless modified in writing by Advizex Technologies, LLC prior to our acceptance of your order. This Quotation and any order placed as a result hereof shall be subject exclusively to the Terms and Conditions herein. So long as part of the payment due is outstanding, Advizex Technologies, LLC shall retain a security interest in any product or software that is part of the system. The customer agrees to execute any documents which may be necessary or appropriate to protect Advizex Technologies, LLC security interest in the system at Advizex Technologies, LLC request. Any contract resulting from this Quotation must be signed by a duly authorized representative of Advizex Technologies, LLC. Any additions, modifications or waivers of any of the Terms and Conditions contained herein or on the attached Agreements shall only be effective if in writing and agreed to by an authorized representative of Advizex Technologies, LLC. Advizex Technologies, LLC disclaims all implied warranties, including all warranties of merchant ability and all warranties of fitness for a particular purpose. Advizex Technologies, LLC shall not be liable for incidental, special or consequential damages arising from any cause. We do NOT accept Credit cards.





Quote #	Quote Date
PC Refresh 090412-02-03	9/23/2012

(Quote valid for 30 days)

<b>TO:</b> Name: Daniel Smith/Christine Cooper Company: Narragansett Bay Commission Address: One Service Road Address: Providence, RI 02905 Phone: 401-461-8848 Fax: Email:	<b>FROM:</b> Name: Ili Pratt Company: AdvizeX Technologies Address: 15 Lynn Drive Address: Coventry, RI 02816 Phone: Fax: Email: <a href="mailto:ipratt@advizex.com">ipratt@advizex.com</a>
--	--

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
A7G08AV	HP EliteBook 8770w Quad-Core Mobile Workstation	18	\$2,743.00	\$49,374.00
A7L39AV#ABA	MS Windows 7 Professional 64 OF10 O/S	18	\$0.00	\$0.00
VM943AV	MS Windows 7 Logo Label	18	\$0.00	\$0.00
A2Y16AV	Intel Core i7-3820QM Quad Core - 2.70GHz	18	\$0.00	\$0.00
A7V98AV	Core i7-2G-12 w Label	18	\$0.00	\$0.00
XU980AV	eStar PCID Setting	18	\$0.00	\$0.00
B0A70AV	NO vPRO Support	18	\$0.00	\$0.00
A2Y23AV	17.3 IN LED FHD WVA Anti-Glare (1920x1080)	18	\$0.00	\$0.00
A7G34AV	No Webcam	18	\$0.00	\$0.00
A7G20AV	AMD FirePro M4000 8770w Graphics	18	\$0.00	\$0.00
A2Y29AV	8GB 1600MHZ DDR3 2DM	18	\$0.00	\$0.00
A2Y34AV	256GB sed SATA III SSD	18	\$0.00	\$0.00
A2Y37AV	DVD+-RW SuperMulti DL Upgrade Bay	18	\$0.00	\$0.00
A7L34AV#ABA	Dualpoint Keyboard	18	\$0.00	\$0.00
A2Y46AV	WPAN Bluetooth 4.0	18	\$0.00	\$0.00
A2Y44AV	Intel Centrino 6300 802.11abgn 2x3 WW	18	\$0.00	\$0.00
LE334AV	No WWAN w Module	18	\$0.00	\$0.00
A7G32AV	NO Modem	18	\$0.00	\$0.00
A7G40AV	Integrated Finger Print Reader	18	\$0.00	\$0.00
A7L32AV#ABA	200W Hardware Kit	18	\$0.00	\$0.00
A2Y41AV	8 Cell 75 WHr Long Life 3 YR Warranty	18	\$0.00	\$0.00
B0A76AV#ABA	3/3/3 Warranty - Standard Warranty	18	\$0.00	\$0.00
B0S39AV#ABA	OSDVD Win7 PRO64 SP1 Restore Media	18	\$0.00	\$0.00
AE734AA	HP 230W Docking Station	18	\$0.00	\$0.00
UJ709E	HP 3YR NBD ADP On-Site w/Computrace SVC	18	\$200.00	\$3,600.00
XW477A8#ABA	SBUY ZR2440w 24-in LEDS-IPS Monitor	18	\$350.00	\$6,300.00
	<b>Net Total Amount - \$59,274.00</b>			
A3J45AV	HP Z220 SFF Windows Workstation	42	\$1,050.00	\$44,100.00
A3J50AV#ABA	Windows 7 Professional 64bit OS	42	\$0.00	\$0.00



Quote #	Quote Date
PC Refresh 090412-02-03	9/23/2012
(Quote valid for 30 days)	

**TO:**

Name: Daniel Smith/Christine Cooper  
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 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email:

**FROM:**

Name: Ili Pratt  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone:  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
A3J46AV#ABA	HP Z220 Workstation Country Kit	42	\$0.00	\$0.00
A8X15AV	HP Z220 SFF 240W 90% Chassis	42	\$0.00	\$0.00
B1R48AV	Intel Core i7-3770 3.4 8M HT 4C GT2 CPU	42	\$0.00	\$0.00
B1R46AV	Intel HD Graphics 4000	42	\$0.00	\$0.00
A8Y15AV	8GB DDR3-1600 nECC (4x2GB)	42	\$0.00	\$0.00
B5C92AV	300GB 10K RPM SATA SFF 1st HDD	42	\$0.00	\$0.00
A8X92AV	16X SuperMulti DVDRW SATA 1st ODD	42	\$0.00	\$0.00
A8Z42AV#ABA	HP PS/2 Keyboard	42	\$0.00	\$0.00
A8Z44AV	HP PS/2 Mouse	42	\$0.00	\$0.00
A8X91AV	Windows 7 64 Bit Factory Image Recovery	42	\$0.00	\$0.00
A8X73AV	HP 22-in-1 3.5 Media Card Reader	42	\$0.00	\$0.00
A8Y00AV	HP Single Unit (SFF) Packaging	42	\$0.00	\$0.00
A8Y34AV#ABA	HP 3-3-3 SFF Warranty	42	\$0.00	\$0.00
XW477A8#ABA	SBUY ZR2440w 24-in LEDS-IPS Monitor	42	\$350.00	\$14,700.00
	<b>Net Total Amount - \$58,800.00</b>			
A7G08AV	HP EliteBook 8770w Quad-Core Mobile Workstation	5	\$2,829.00	\$14,145.00
A7L39AV#ABA	Windows 7 Professional 64 OF10 O/S	5	\$0.00	\$0.00
VM943AV	MS Windows 7 Logo Label	5	\$0.00	\$0.00
A2Y16AV	Intel Core i7-3820QM Quad Core - 2,70GHz	5	\$0.00	\$0.00
A7V98AV	Core i7-2G-12 w Label	5	\$0.00	\$0.00
XU980AV	eStar PCID Setting	5	\$0.00	\$0.00
B0A70AV	NO vPRO Support	5	\$0.00	\$0.00
A2Y23AV	17.3 IN LED FHD WVA Anti-Glare (1920x1080)	5	\$0.00	\$0.00
A7G34AV	No Webcam	5	\$0.00	\$0.00
A7G20AV	AMD FirePro M4000 8770w Graphics	5	\$0.00	\$0.00
A2Y29AV	8GB 1600MHZ DDR3 2DM	5	\$0.00	\$0.00
A2Y34AV	256GB sed SATA III SSD	5	\$0.00	\$0.00
A2Y37AV	DVD+-RW SuperMulti DL Upgrade Bay	5	\$0.00	\$0.00
A7L34AV#ABA	Dualpoint Keyboard	5	\$0.00	\$0.00
A2Y46AV	WPAN Bluetooth 4.0	5	\$0.00	\$0.00
A2Y44AV	Intel Centrino 6300 802.11abgn 2x3 WW	5	\$0.00	\$0.00
A2Y47AV	HSPA/CDMA w/GPS - Mobile Broadband 3G (GobiT 3000)	5	\$0.00	\$0.00



Quote #	Quote Date
PC Refresh 090412-02-03	9/23/2012
(Quote valid for 30 days)	

<b>TO:</b> Name: Daniel Smith/Christine Cooper Company: Narragansett Bay Commission Address: One Service Road Address: Providence, RI 02905 Phone: 401-461-8848 Fax: Email:	<b>FROM:</b> Name: Ili Pratt Company: AdvizeX Technologies Address: 15 Lynn Drive Address: Coventry, RI 02816 Phone: Fax: Email: <a href="mailto:ipratt@advizex.com">ipratt@advizex.com</a>
--	--

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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
B0A72AV	Service MO VZ SPT ATT Provider	5	\$0.00	\$0.00
B3V94AV	LBL DataPass Cling w/Gobi3000 WWVAN	5	\$0.00	\$0.00
A7G32AV	NO Modem	5	\$0.00	\$0.00
A7G40AV	Finger Print Reader	5	\$0.00	\$0.00
A7L32AV#ABA	200W Hardware Kit	5	\$0.00	\$0.00
A2Y41AV	8 Cell 75 WHr Long Life 3YR Warranty	5	\$0.00	\$0.00
B0A76AV#ABA	3/3/3 Warranty - Standard Warranty	5	\$0.00	\$0.00
B0S39AV#ABA	OSDVD Win7 PRO64 SP1 Restore Media	5	\$0.00	\$0.00
AE734AA	HP 230W Docking Station	5	\$0.00	\$0.00
UJ709E	HP 3YR NBD ADP On-Site w/Computrace SVC	5	\$200.00	\$1,000.00
XW477A8#ABA	SBUY ZR2440w 24-in LEDS-IPS Monitor	5	\$350.00	\$1,750.00
	<b>Net Total Amount - \$16,895.00</b>			
	<b>Sub-Total</b>			<b>\$ 134,969.00</b>

<b>TOTAL:</b>	<b>\$ 134,969.00</b>
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Lease 20



## hp financial services

Master Agreement Number 101555  
Schedule Number 10155500029

COUNTERPART NO. \_\_\_\_\_ OF \_\_\_\_\_. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

### STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT SCHEDULE

Hewlett-Packard Financial Services Company<sup>1</sup> ("Lessor") and Narragansett Bay Commission an agency, department or political subdivision of the State of Rhode Island ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

#### 1. LEASE.

##### A. Description of Items of Leased Equipment

	<u>Total Cost</u>
Advizex Quote #NBC-3Par-F400-091812-VI:	\$267,402.86
Advizex Quote #NBC-SAN-Switches-Prod-091812-VI:	\$ 25,021.58
Advizex Quote #NBC-3Par-DR-F400-091812-VI:	\$ 87,710.81
Advizex Quote #NBC-SAN-Switches-DR-091812-VI:	\$ 12,511.12
Advizex Quote #NBC-3Par-Training-091812-VI:	\$ 4,050.00
Install/Set-up/Migration:	<u>\$ 86,000.00</u>
<b>TOTAL AMOUNT FINANCED:</b>	<b>\$482,696.37</b>

B. Term: 60 Months.

2. RENT. See Attachment A.

ANNUAL RATE OF INTEREST 1.51%

3. **LATEST COMMENCEMENT DATE:** 10/31/2012. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. **EQUIPMENT LOCATION:** 1 Service Road, Providence, RI 02905

5. **SELLER:** Advizex Technologies

6. **APPROPRIATIONS:** Monies for all Rent and other payments due under the Lease for the Fiscal Period ending \_\_\_\_\_ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. **NON-ASSIGNABILITY BY LESSOR:** Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

8. **ADDITIONAL PROVISIONS:** NA

9. **FISCAL PERIOD:** \_\_\_\_\_

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

#### LESSEE:

NARRAGANSETT BAY COMMISSION

By: \_\_\_\_\_

Raymond J. Marshall, Executive Director

Name and Title

10/23/12

Date

#### LESSOR:

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY<sup>2</sup>

By: \_\_\_\_\_

Name and Title

Date

<sup>1</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

<sup>2</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.



Quote #	Quote Date
NBC-3PAR-F400-091812-V1	9/20/2012
(Quote valid for 30 days)	

**TO:**

Name: **Dan Smith/Keith Zuidema**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [kzuidema@narrabay.com](mailto:kzuidema@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions as specified in this quotation.	Point of Origin

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
<b>Production 3PAR F400</b>				
QL289B	HP 3PAR 2M F400 BASE CABINET	1	\$2,413.12	\$2,413.12
QL227B	HP 3PAR INSERV F400 CONFIGURATION BASE	1	\$11,422.42	\$11,422.42
QL227B 0D1	FACTORY INTEGRATED	1	\$0.00	\$0.00
QR629B	CONFIGURATOR DEFINED BUILD INSTRUCTIONS	1	\$0.00	\$0.00
QL231B	HP 3PAR 6GB(3X2GBDIMM)F-CLASS DATA CACHE	2	\$852.93	\$1,705.86
QL231B 0D1	FACTORY INTEGRATED	2	\$0.00	\$0.00
QL232B	HP 3PAR 4GB(2X2GBDIMM)F-CLAS CNTRL CACHE	2	\$252.43	\$504.86
QL232B 0D1	FACTORY INTEGRATED	2	\$0.00	\$0.00
QL229B	HP 3PAR 2-PT 4GB F-CLASS FC ADAPTER	4	\$802.04	\$3,208.16
QL229B 0D1	FACTORY INTEGRATED	4	\$0.00	\$0.00
<b>HP 3PAR Software</b>				
TE310B	HP 3PAR INFORM F400/4X600GB 15K MAG LTU	24	\$919.62	\$22,070.88
TE310B 0D1	FACTORY INTEGRATED	24	\$0.00	\$0.00
TE780B	HP 3PAR INFORM F400/4X200GB SSD MAG LTU	2	\$3,065.98	\$6,131.96
TE780B 0D1	FACTORY INTEGRATED	2	\$0.00	\$0.00
TE318B	HP 3PAR RMT CPY F400/4X600GB 15K MAG LTU	24	\$945.65	\$22,695.60
TE318B 0D1	FACTORY INTEGRATED	24	\$0.00	\$0.00
TE788B	HP 3PAR RMT CPY F400/4X200GB SSD MAG LTU	2	\$3,151.98	\$6,303.96
TE788B 0D1	FACTORY INTEGRATED	2	\$0.00	\$0.00
TE923B	HP 3PAR THIN SUITE 1TB LTU	1	\$408.62	\$408.62
TE923B 0D1	FACTORY INTEGRATED	1	\$0.00	\$0.00
TE326B	HP 3PAR VRTL COPY F400/4X600GB 15K LTU	24	\$504.27	\$12,102.48
TE326B 0D1	FACTORY INTEGRATED	24	\$0.00	\$0.00
TE796B	HP 3PAR VRT CPY F400/4X200GB SSD MAG LTU	2	\$1,681.00	\$3,362.00
TE796B 0D1	FACTORY INTEGRATED	2	\$0.00	\$0.00
TE221B	HP 3PAR SYSTEM REPORTER F400 LTU	1	\$1,399.61	\$1,399.61
TE221B 0D1	FACTORY INTEGRATED	1	\$0.00	\$0.00
TE087B	HP 3PAR SYSTEM REPORTER MEDIA KIT	1	\$46.22	\$46.22
TE087B 0D1	FACTORY INTEGRATED	1	\$0.00	\$0.00
<b>HP 3PAR Enclosures/Drives/Controllers/Cables</b>				
QL243B	HP 3PAR 16-DISK 4GB DRIVE CHASSIS	6	\$1,338.19	\$8,029.14
QL243B 0D1	FACTORY INTEGRATED	6	\$0.00	\$0.00
QL253B	HP 3PAR 4X600GB 15K 4GB SNG-DRV MAGAZINE	18	\$2,015.62	\$36,281.16



Quote #	Quote Date
NBC-3PAR-F400-091812-V1	9/20/2012
(Quote valid for 30 days)	

**TO:**

Name: **Dan Smith/Keith Zuidema**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [kzuidema@narrabay.com](mailto:kzuidema@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
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 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions as specified in this quotation.	Point of Origin

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
QL253B 0D1	FACTORY INTEGRATED	18	\$0.00	\$0.00
QL323B	HP 3PAR DC 16DSK 4G DRV CHASSIS CONTR	6	\$42.12	\$252.72
QL323B 0D1	FACTORY INTEGRATED	6	\$0.00	\$0.00
QL243B	HP 3PAR 16-DISK 4GB DRIVE CHASSIS	2	\$1,338.19	\$2,676.38
QL243B 0D1	FACTORY INTEGRATED	2	\$0.00	\$0.00
QL253B	HP 3PAR 4X600GB 15K 4GB SNG-DRV MAGAZINE	6	\$2,015.62	\$12,093.72
QL253B 0D1	FACTORY INTEGRATED	6	\$0.00	\$0.00
QR613B	HP 3PAR F 4X200GB 4G SNGL-SSD MAG	2	\$13,406.44	\$26,812.88
QR613B 0D1	FACTORY INTEGRATED	2	\$0.00	\$0.00
QL323B	HP 3PAR DC 16DSK 4G DRV CHASSIS CONTR	2	\$42.12	\$84.24
QL323B 0D1	FACTORY INTEGRATED	2	\$0.00	\$0.00
QL340B	HP 3PAR SERVICE PROCESSOR	1	\$0.00	\$0.00
QL340B 0D1	FACTORY INTEGRATED	1	\$0.00	\$0.00
	<b>HP 5 Year 24x7 Proactive Care Service</b>			
H1K92A5	HP 5Y 4 HR 24X7 PROACTIVE CARE SVC	1	\$0.00	\$0.00
H1K92A5 2WN	3PAR INSERT F400 CONFIGURATION BASE SUPP	1	\$6,184.50	\$6,184.50
H1K92A5 2WQ	3PAR 2-PT 4GB F-CLASS FC ADAPTER SUPP	4	\$268.80	\$1,075.20
H1K92A5 2WS	3PAR 6GB F-CLASS DATA CACHE SUPP	2	\$239.05	\$478.10
H1K92A5 2WT	3PAR 4GB F-CLASS CNTRL CACHE SUPP	2	\$95.90	\$191.80
H1K92A5 2WX	3PAR 16-DISK 4GB DRIVE CHASSIS SUPP	8	\$466.20	\$3,729.60
H1K92A5 2XD	3PAR 4X600GB 15K 4GB SINGLE-DRV MAG SUPP	24	\$537.95	\$12,910.80
H1K92A5 82T	3PAR SYSTEM REPORTER F400 LTU SUPP	1	\$1,623.65	\$1,623.65
H1K92A5 QD6	3PAR INFORM F400/4X200GB SSD LTU SUPP	2	\$1,978.90	\$3,957.80
H1K92A5 QDE	3PAR RMT CPY F400/4X200GB SSD LTU SUPP	2	\$2,033.15	\$4,066.30
H1K92A5 QDN	3PAR VRT CPY F400/4X200GB SSD LTU SUPP	2	\$1,084.30	\$2,168.60
H1K92A5 QN0	3PAR F 4X200GB SNGL SSD MAG HW SUPP	2	\$3,685.85	\$7,371.70
H1K92A5 WNL	3PAR INFORM F400/4X600GB MAG LTU SUPP	13	\$1,067.85	\$13,882.05
H1K92A5 WNV	3PAR REMCPY F400/4X600GB MAG LTU SUPP	13	\$1,096.90	\$14,259.70
H1K92A5 WPD	3PAR VRTL COPY F400/4X600GB MAG LTU SUPP	13	\$585.20	\$7,607.60
H1K92A5 WSF	FOR HP 3PAR INTERNAL ENTITLEMENT PURPOSE	12	\$0.00	\$0.00
	<b>Cables</b>			
QL262B	HP 3PAR NORTH AMERICA REGIONAL KIT	1	\$0.00	\$0.00
QL262B 0D1	FACTORY INTEGRATED	1	\$0.00	\$0.00
QL280B	HP 3PAR 2M 50/125 (LC-LC) FIBER CABLE	16	\$47.68	\$762.88
QL280B 0D1	FACTORY INTEGRATED	16	\$0.00	\$0.00
QL266B	HP 3PAR 10M 50/125 (LC-LC) FIBER CABLE	16	\$62.60	\$1,001.60
	<b>HP Installation and Startup Service</b>			



Quote #	Quote Date
NBC-3PAR-F400-091812-V1	9/20/2012
(Quote valid for 30 days)	

**TO:**

Name: **Dan Smith/Keith Zuidema**  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [kzuidema@narrabay.com](mailto:kzuidema@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
HA124A1	HP TECHNICAL INSTALLATION STARTUP SVC	1	\$0.00	\$0.00
HA124A1 5PS	HP STARTUP 3PAR F-CLASS 2 NODE CAB SVC	1	\$6,124.99	\$6,124.99
<b>Sub-Total</b>				<b>\$267,402.86</b>

<b>TOTAL:</b>	<b>\$267,402.86</b>
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Notes:  
 The above quotation total does not reflect applicable sales tax and shipping charges.  
 Payment terms are Net 30 unless otherwise agreed to in writing.  
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# ADVIZEX

T E C H N O L O G I E S

Quote #	Quote Date
NBC-3PAR-DR-F400-091812-V1	9/20/2012
(Quote valid for 30 days)	

**TO:**

Name: **Dan Smith/Keith Zuidema**  
 Company: Narragansett Bay Commission  
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Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
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 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
<b>DR 3PAR F400</b>				
QL289B	HP 3PAR 2M F400 BASE CABINET	1	\$2,413.12	\$2,413.12
QL227B	HP 3PAR INSERV F400 CONFIGURATION BASE	1	\$11,422.42	\$11,422.42
QL227B OD1	FACTORY INTEGRATED	1	\$0.00	\$0.00
QR629B	CONFIGURATOR DEFINED BUILD INSTRUCTIONS	1	\$0.00	\$0.00
QL231B	HP 3PAR 6GB(3X2GBDIMM)F-CLASS DATA CACHE	2	\$852.93	\$1,705.86
QL231B OD1	FACTORY INTEGRATED	2	\$0.00	\$0.00
QL232B	HP 3PAR 4GB(2X2GBDIMM)F-CLAS CNTRL CACHE	2	\$252.43	\$504.86
QL232B OD1	FACTORY INTEGRATED	2	\$0.00	\$0.00
QL229B	HP 3PAR 2-PT 4GB F-CLASS FC ADAPTER	4	\$802.04	\$3,208.16
QL229B OD1	FACTORY INTEGRATED	4	\$0.00	\$0.00
<b>HP 3PAR Software</b>				
TE310B	HP 3PAR INFORM F400/4X600GB 15K MAG LTU	6	\$919.62	\$5,517.72
TE310B OD1	FACTORY INTEGRATED	6	\$0.00	\$0.00
TE318B	HP 3PAR RMT CPY F400/4X600GB 15K MAG LTU	6	\$945.65	\$5,673.90
TE318B OD1	FACTORY INTEGRATED	6	\$0.00	\$0.00
TE923B	HP 3PAR THIN SUITE 1TB LTU	1	\$408.62	\$408.62
TE923B OD1	FACTORY INTEGRATED	1	\$0.00	\$0.00
TE326B	HP 3PAR VRTL COPY F400/4X600GB 15K LTU	6	\$504.27	\$3,025.62
TE326B OD1	FACTORY INTEGRATED	6	\$0.00	\$0.00
TE221B	HP 3PAR SYSTEM REPORTER F400 LTU	1	\$1,399.61	\$1,399.61
TE221B OD1	FACTORY INTEGRATED	1	\$0.00	\$0.00
TE087B	HP 3PAR SYSTEM REPORTER MEDIA KIT	1	\$46.22	\$46.22
TE087B OD1	FACTORY INTEGRATED	1	\$0.00	\$0.00
<b>HP 3PAR Enclosures/Drives/Controllers/Cables</b>				
QL243B	HP 3PAR 16-DISK 4GB DRIVE CHASSIS	2	\$1,338.19	\$2,676.38
QL243B OD1	FACTORY INTEGRATED	2	\$0.00	\$0.00
QL253B	HP 3PAR 4X600GB 15K 4GB SNG-DRV MAGAZINE	6	\$2,015.62	\$12,093.72
QL253B OD1	FACTORY INTEGRATED	6	\$0.00	\$0.00
QL323B	HP 3PAR DC 16DSK 4G DRV CHASSIS CONTR	2	\$42.12	\$84.24
QL323B OD1	FACTORY INTEGRATED	2	\$0.00	\$0.00
QL340B	HP 3PAR SERVICE PROCESSOR	1	\$0.00	\$0.00
QL340B OD1	FACTORY INTEGRATED	1	\$0.00	\$0.00
<b>HP 5 Year 24x7 Proactive Care Service</b>				



Quote #	Quote Date
NBC-3PAR-DR-F400-091812-V1	9/20/2012
(Quote valid for 30 days)	

**TO:**

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 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
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 Fax:  
 Email: [kzuidema@narrabay.com](mailto:kzuidema@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
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 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
H1K92A5	HP 5Y 4 HR 24X7 PROACTIVE CARE SVC	1	\$0.00	\$0.00
H1K92A5 2WN	3PAR INSERT F400 CONFIGURATION BASE SUPP	1	\$6,184.50	\$6,184.50
H1K92A5 2WQ	3PAR 2-PT 4GB F-CLASS FC ADAPTER SUPP	4	\$268.80	\$1,075.20
H1K92A5 2WS	3PAR 6GB F-CLASS DATA CACHE SUPP	2	\$239.05	\$478.10
H1K92A5 2WT	3PAR 4GB F-CLASS CNTRL CACHE SUPP	2	\$95.90	\$191.80
H1K92A5 2WX	3PAR 16-DISK 4GB DRIVE CHASSIS SUPP	2	\$466.20	\$932.40
H1K92A5 2XD	3PAR 4X600GB 15K 4GB SINGLE-DRV MAG SUPP	6	\$537.95	\$3,227.70
H1K92A5 82T	3PAR SYSTEM REPORTER F400 LTU SUPP	1	\$1,623.65	\$1,623.65
H1K92A5 WNL	3PAR INFORM F400/4X600GB MAG LTU SUPP	6	\$1,067.85	\$6,407.10
H1K92A5 WNV	3PAR REMCPY F400/4X600GB MAG LTU SUPP	6	\$1,096.90	\$6,581.40
H1K92A5 WPD	3PAR VRTL COPY F400/4X600GB MAG LTU SUPP	6	\$585.20	\$3,511.20
H1K92A5 WSF	FOR HP 3PAR INTERNAL ENTITLEMENT PURPOSE	6	\$0.00	\$0.00
<b>Cables</b>				
QL262B	HP 3PAR NORTH AMERICA REGIONAL KIT	1	\$0.00	\$0.00
QL262B 0D1	FACTORY INTEGRATED	1	\$0.00	\$0.00
QL280B	HP 3PAR 2M 50/125 (LC-LC) FIBER CABLE	4	\$47.68	\$190.72
QL280B 0D1	FACTORY INTEGRATED	4	\$0.00	\$0.00
QL266B	HP 3PAR 10M 50/125 (LC-LC) FIBER CABLE	16	\$62.60	\$1,001.60
<b>HP Installation and Startup Service</b>				
HA124A1	HP TECHNICAL INSTALLATION STARTUP SVC	1	\$0.00	\$0.00
HA124A1 5PS	HP STARTUP 3PAR F-CLASS 2 NODE CAB SVC	1	\$6,124.99	\$6,124.99
<b>Sub-Total</b>				<b>\$87,710.81</b>

**TOTAL:**

**\$87,710.81**

**Notes:**

The above quotation total does not reflect applicable sales tax and shipping charges.

Payment terms are Net 30 unless otherwise agreed to in writing.

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Quote #	Quote Date
NBC-3PAR-DR-F400-091812-V1	9/20/2012
(Quote valid for 30 days)	

**TO:**

Name: **Dan Smith/Keith Zuidema**  
Company: Narragansett Bay Commission  
Address: One Service Road  
Address: Providence, RI 02905  
Phone: 401-461-8848  
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Email: [kzuidema@narrabay.com](mailto:kzuidema@narrabay.com)

**FROM:**

Name: **Ili Pratt**  
Company: Advizex Technologies  
Address: 15 Lynn Drive  
Address: Coventry, RI 02816  
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Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
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made either (1) by written acceptance or (2) by accepting delivery of any good described on this form. This Quotation shall remain firm for 30 days from the date above unless modified in writing by Advizex Technologies, LLC prior to our acceptance of your order. This Quotation and any order placed as a result hereof shall be subject exclusively to the Terms and Conditions herein. So long as part of the payment due is outstanding, Advizex Technologies, LLC shall retain a security interest in any product or software that is part of the system. The customer agrees to execute any documents which may be necessary or appropriate to protect Advizex Technologies, LLC security interest in the system at Advizex Technologies, LLC request. Any contract resulting from this Quotation must be signed by a duly authorized representative of Advizex Technologies, LLC. Any additions, modifications or waivers of any of the Terms and Conditions contained herein or on the attached Agreements shall only be effective if in writing and agreed to by an authorized representative of Advizex Technologies, LLC. Advizex Technologies, LLC disclaims all implied warranties, including all warranties of merchant ability and all warranties of fitness for a particular purpose. Advizex Technologies, LLC shall not be liable for incidental, special or consequential damages arising from any cause. Advizex Technologies does NOT accept Credit cards.



Quote #	Quote Date
NBC-3PAR-Training-091812-V1	9/20/2012
(Quote valid for 30 days)	

**TO:**

Name: Dan Smith/Keith Zuidema  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [kzuidema@narrabay.com](mailto:kzuidema@narrabay.com)

**FROM:**

Name: Ili Pratt  
 Company: AdvizeX Technologies  
 Address: 15 Lynn Drive  
 Address: Coventry, RI 02816  
 Phone: 401-821-6972  
 Fax:  
 Email: [ipratt@advizex.com](mailto:ipratt@advizex.com)

Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
	<b>3PAR Training CarePack</b>			
U5466S	HP CARE PACK	1	\$0.00	\$0.00
U5466S 4BA	HP TOTAL EDUCATION SERVICE	4	\$900.00	\$3,600.00
U5466S 4NK	TOTAL EDUCATION ONE SVC	5	\$90.00	\$450.00
	<b>Sub-Total</b>			<b>\$4,050.00</b>

<b>TOTAL:</b>	<b>\$4,050.00</b>
---------------	-------------------

**Notes:**

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Quote #	Quote Date
BC-SAN-Switches-DR-091812-V1	9/20/2012
(Quote valid for 30 days)	

**TO:**

Name: Dan Smith/Keith Zuidema  
 Company: Narragansett Bay Commission  
 Address: One Service Road  
 Address: Providence, RI 02905  
 Phone: 401-461-8848  
 Fax:  
 Email: [kzuidema@narrabay.com](mailto:kzuidema@narrabay.com)

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Terms & Conditions	F.O.B.
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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
<b>DR SAN Switches</b>				
AM869A	HP 8/40 BASE 24-PORTS ENABLED SAN SWITCH	1	\$6,923.66	\$6,923.66
AM869A ABA	U.S. - ENGLISH LOCALIZATION	1	\$0.00	\$0.00
	<b>HP 5 Year 24x7 Hardware Support</b>			
HA104A5	HP 5Y 4H 24X7 HW SUPPORT	1	\$0.00	\$0.00
HA104A5 9LK	HP B-SERIES 8/40 SAN SWITCH SUPPORT	1	\$2,934.50	\$2,934.50
	<b>Cables and SFP</b>			
QK734A	HP PREMIER FLEX LC/LC OM4 2F 5M CBL	24	\$42.86	\$1,028.64
AJ716B	HP 8GB SHORT WAVE B-SERIES SFP+ 1 PACK	24	\$67.68	\$1,624.32
<b>Sub-Total</b>				<b>\$12,511.12</b>

<b>TOTAL:</b>	<b>\$12,511.12</b>
---------------	--------------------

**Notes:**

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NBC-SAN-Switches-Prod-091812-V1

Quote #	Quote Date
9/20/2012	
(Quote valid for 30 days)	

**TO:**

Name: **Dan Smith/Keith Zuidema**  
 Company: Narragansett Bay Commission  
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**Terms & Conditions**

**F.O.B.**

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ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
<b>Production SAN Switches</b>				
AM869A	HP 8/40 BASE 24-PORTS ENABLED SAN SWITCH	2	\$7,135.42	\$14,270.84
AM869A ABA	U.S. - ENGLISH LOCALIZATION	2	\$0.00	\$0.00
	<b>HP 5 Year 24x7 Hardware Support</b>			
HA104A5	HP 5Y 4H 24X7 HW SUPPORT	1	\$0.00	\$0.00
HA104A5 9LK	HP B-SERIES 8/40 SAN SWITCH SUPPORT	2	\$2,641.05	\$5,282.10
	<b>Cables and SFP</b>			
QK734A	HP PREMIER FLEX LC/LC OM4 2F 5M CBL	48	\$44.18	\$2,120.64
AJ716B	HP 8GB SHORT WAVE B-SERIES SFP+ 1 PACK	48	\$69.75	\$3,348.00
<b>Sub-Total</b>				<b>\$25,021.58</b>

**TOTAL:**

**\$25,021.58**

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Lease 21



## hp financial services

Master Agreement Number 101555  
Schedule Number 101555000030

COUNTERPART NO. \_\_\_\_\_ OF \_\_\_\_\_. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

### STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT SCHEDULE

Hewlett-Packard Financial Services Company<sup>1</sup>, successor in interest to Compaq Financial Services Corporation ("Lessor") and Narragansett Bay Commission an agency, department or political subdivision of the State of Rhode Island ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. **LEASE.**

A. **Description of Items of Leased Equipment**

	<b>Total Cost</b>
Advizex Quote #NBC-Revolve810-103013-V1:	\$21,578.96
Advizex Quote #NBC-Z420-103013-V1:	\$14,520.48
Advizex Quote #NBC-ThinClients-103013-V1:	\$11,254.65
Advizex Quote #NBC-Revolve810-103013-V1:	\$11,925.50
Advizex Quote #NBC-hpFolio-9470m-103013-V1:	\$2,683.95
Advizex Quote # NBC-VDI-101013-V1:	<u>\$5,977.20</u>
<b>TOTAL AMOUNT FINANCED:</b>	<b>\$67,940.74</b>

B. **Term:** 36 Months.

2. **RENT.** See Attachment A.

**ANNUAL RATE OF INTEREST 3.41%**

3. **LATEST COMMENCEMENT DATE:** 12/31/2013. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. **EQUIPMENT LOCATION:** 1 Service Road, Providence, RI 02905

5. **SELLER:** Advizex Technologies

6. **APPROPRIATIONS:** Monies for all Rent and other payments due under the Lease for the Fiscal Period ending \_\_\_\_\_ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. **NON-ASSIGNABILITY BY LESSOR:** Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

8. **ADDITIONAL PROVISIONS:**

- Strike the second to the last sentence of Section 7 of the Master Agreement
- Amend the first sentence of Section 10 of the Master Agreement in its entirety to read as follows:  
At any time Lessee is required to return Equipment to Lessor under the terms of this Master Agreement or any Schedule, Lessee shall wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, pack the Equipment to be returned to Lessor in accordance with the manufacturer's guidelines and deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor.
- In Section 21 of the Master Agreement, delete the word "and" before (m) and add the following:  
"(n) Lessee and all Lessee Affiliates do not export, re-export, or transfer any Equipment, Software, System Software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; (o) Lessee and all Lessee Affiliates do not use any Equipment, Software or System Software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (p) Lessee and all Lessee Affiliates are not entities designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited."

9. **FISCAL PERIOD:** FY 13

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS

<sup>1</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.



COM 1.47 Please explain the necessity for a Special Master restricted account, the balance in the account and whether NBC is still funding this account.

**Answer:** The PUC ordered the establishment of a restricted account in Docket 3162 and it was referred to as “Independent oversight of the CSO Project.” In Docket 3797, the PUC ordered NBC to reduce the account to \$150,000 and use the balance for O&M expenses over the next two years. The balance in the account as of January 31, 2014 was \$ 161,673.60, which consists of the original \$150,000 plus interest.

By: WEE

COM 1.48 With regard to Commercial Insurances, please provide the most recent bills relating to property damage, general liability, errors and omissions and employee health insurance.

***Answer:*** See attached.

By: WEE



# Rhode Island Association of Insurance Agents, Inc.

2400 Post Road, Warwick, RI 02886

Phone: (401) 732-2400 Fax: (401) 732-1708

January 10, 2014

Sean R. Donaghey, CPCU  
Senior Vice President  
sdonaghey@iari.com

Marcia L. Berthiaume, AAI, ACSR  
State Account Manager  
mberthiaume@iari.com

Lori Vernon  
Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

RECEIVED  
JAN 15 2014  
ACCOUNTING

## INVOICE

<u>Policy Number</u>	<u>Description</u>	<u>Premium</u>
FLD1099722 Selective Insurance Co.	Renewal Premium due for <i>Narragansett Bay Commission</i> Dechlorination Building – Flood Policy	\$2,645.00
FLD1099723 Selective Insurance Co.	Renewal Premium due for <i>Narragansett Bay Commission</i> Effluent Pump Station – Flood Policy	\$3,096.00
FLD1099724 Selective Insurance Co.	Renewal Premium due for <i>Narragansett Bay Commission</i> Screen and Grit Building – Flood Policy	\$3,096.00
FLD1099725 Selective Insurance Co.	Renewal Premium due for <i>Narragansett Bay Commission</i> <u>Blower Building – Flood Policy</u>	\$2,320.00
<b>Total Premium Due:</b>		<b>\$11,157.00</b>

**\*Payment Due Date: January 30, 2014**

Policy Period: 2/13/2014  
To  
2/13/2015

REQ#	156792
PO#	357845
GRN#	PAID 1398

JAN 21 2014

CHECK #

**\*\*PLEASE INCLUDE A COPY OF THIS INVOICE WITH REMITTANCE\*\***  
**THANK YOU**

80/53660 - PP✓



# Rhode Island Association of Insurance Agents, Inc.

2400 Post Road, Warwick, RI 02886

Phone: (401) 732-2400 Fax: (401) 732-1708

Sean R. Donaghey, CPCU  
Senior Vice President  
sdonaghey@riari.com

Marcia L. Berthiaume, AAI, ACSR  
State Account Manager  
mberthiaume@riari.com

October 4, 2013

Lori Vernon  
Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

RECEIVED

OCT 15 2013

ACCOUNTING

10042013-608 INV

## INVOICE

<u>Policy Number</u>	<u>Description</u>	<u>Premium</u>
68777177 Western Surety Through CNA Surety	Annual Premium due for the <i>Blanket Contractors Utility Bond for Narragansett Bay Commission</i>	\$500.00

**\*Payment Due Date: October 18, 2013**

PAID

OCT 22 2013

CHECK #

Policy Period: 10/19/2013  
To  
10/19/2014

REQ#	156221
PO#	357285
GRN#	589815

**\*\*PLEASE INCLUDE A COPY OF THIS INVOICE WITH REMITTANCE\*\***  
**THANK YOU**

801 53660 - PP ✓



# Rhode Island Association of Insurance Agents, Inc.

2400 Post Road, Warwick, RI 02886

Phone: (401) 732-2400 Fax: (401) 732-1708

May 28, 2013

Sean R. Donaghey, CPCU  
Senior Vice President  
sdonaghey@iari.com

Marcia L. Berthiaume, AAI, ACSR  
State Account Manager  
mberthiaume@iari.com

Lori Vernon  
Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

REQ#	155265
PO#	356319
GR#	587426

RECEIVED

JUN 03 2013

INVOICE

ACCOUNTING

<u>Policy Number</u>	<u>Description</u>	<u>Premium</u>
FLD1118107 Selective Insurance	Renewal Premium due for Sludge Distributor Building	\$ 5,972.00
FLD1118109 Selective Insurance	Renewal Premium due for Dewatering Pump	\$ 5,972.00
FLD1118111 Selective Insurance	Renewal Premium due for Electrical Sub Station	\$ 2,875.00
FLD1118113 Selective Insurance	Renewal Premium due for Effluent Pump Station	\$ 4,645.00
FLD1118115 Selective Insurance	Renewal Premium due for Omega Pumping Station	\$ 5,963.00
FLD1118117 Selective Insurance	Renewal Premium due for Narragansett Bay Commission	\$ 5,963.00
Total Premium Due:		\$31,390.00

PAID

\*Payment Due Date: June 17, 2013

JUN 11 2013  
CHECK #

80/53660

Policy Period: 7/1/2013  
To 7/1/2014

Pre-Pay

CC: PP

**\*\*PLEASE INCLUDE A COPY OF THIS INVOICE WITH REMITTANCE\*\***  
**THANK YOU**



#754

# Insurance Bill

Pay Online: [www.thehartford.com/servicecenter](http://www.thehartford.com/servicecenter)

For Billing Questions and Address Changes Call:

**1-866-467-8730**

7 a.m. to 7 p.m. Central Time (Mon – Fri)

Report Claims 24 hours a day: 1-800-327-3636

Billing Company:  
Hartford Fire Insurance Company

Inv # 10447932 8/1/13

Bill Date: 08/01/13

Billing Account #: 10447932

To Pay in Full: \$11,411.00

Minimum Due: \$11,411.00

Due Date: 08/21/13

If your payment is not received by the due date, a late fee of \$30.00 will be assessed.

Named Insured: **NARRAGANSETT BAY COMMISSION**

Your Agent: **STARKWEATHER & SHEPLEY INS BRK INC**

For Certificates of Insurance, Policy Changes or Coverage questions call: 1-401-435-3600

## ACCOUNT SUMMARY

Previous Account Balance \$11,067.00

Payments & Adjustments -\$11,067.00

Premium Activity \$11,411.00

New Fee(s) \$0.00

Account Balance \$11,411.00

## IMPORTANT MESSAGES

• Thank you for renewing your insurance with The Hartford.

AUG 20 2013

CHECK #

RECEIVED

AUG 13 2013

ACCOUNTING

## TRANSACTION DETAILS (since your last bill)

Transaction Date	Transaction Description	Policy #	Policy Type	Payments/ Adjustments	Premium Activity	Fee Activity
07/24/13	Renewal	020MDH7560	Ocean Marine		\$11,411.00	
08/20/12	Payment- Thank You	020MDH7560	Ocean Marine	-\$11,067.00		
TOTALS				-\$11,067.00	\$11,411.00	\$0.00

*Oct 1st Pay*  
*5/15/13* *ba* *155788*  
*PO* *356839* *356841*  
*GRN* *588707* *588711*

Thank you for selecting The Hartford. We appreciate your business.

01244\*

\*0103210447932





STARKWEATHER & SHEPLEY  
INSURANCE BROKERAGE, INC.

P.O. Box 549  
Providence, Rhode Island 02901-0549  
(401) 435-3600 Fax: (401) 438-0150  
WEB SITE: www.starshep.com

-----INVOICE-----

Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

Invoice Date 11/27/13  
Invoice No. 292305  
Bill-To Code NARRABAY  
Client Code NARRABAY  
Inv Order No. 10\*287385

Named Insured: Narragansett Bay Commission

Amount Remitted: \$ 37,081.34

Please return this portion with your payment.

Make checks payable to: Starkweather & Shepley

Effective Date	Policy Period	Coverage Description	Transaction Amount
12/01/13	12/01/13	Lloyd's of London	
	to	Policy No. BINDER596965	
	12/01/14	*Renewal - Commercial Inland Marine	35,655.14
		SURPLUS LINES TAX - Commercial Inland	1,426.20
		3 Wind Turbines	
		Invoice Number: 292305	Amount Due: 37,081.34
		PAID	
		FEB - 4 2014	
		CHECK #	
		REQ# 156814	
		PO# 357878	
		GRN# 591444	
		80/53660-PP	

\*Premiums Due and Payable on Effective Date

Make checks payable to: Starkweather & Shepley

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/12	07/01/12	Travelers Insurance Company	
	to	Policy No. 8103033P267	
	07/01/13	*Audit - Commercial Automobile	419.00
		12-13 Final Audit	
		Invoice Number: 289504	
		Amount Due:	419.00
		RECEIVED	
		OCT 30 2013	
		ACCOUNTING	
		REQ# 156330	
		PO# 357384	
		GRN# 590100	
		PAID	
		NOV - 5 2013	
		CHECK #	
*Premiums Due and Payable on Effective Date			



Make checks payable to: Starkweather & Shepley

Effective Date	Policy Period	Coverage Description	Transaction Amount
08/05/13	08/05/13	Atlantic Specialty Insurance Company	
	to	Policy No. BINDER580532	
	08/05/14	*Renewal - Directors Officers	25,750.00
		(EXCESS)	
		FEE - Directors Officers	500.00
Inv Date 8/6/13		Invoice Number: 283977	Amount Due: 26,250.00
			<div>PAID</div> <div>AUG 27 2013</div> <div>CHECK #</div>
		Ra 155786	
		PO 356838	
		GRN 588708	
		80/53660	
*Premiums Due and Payable on Effective Date			

Effective Date	Policy Period	Coverage Description	Transaction Amount
08/05/13	08/05/13	Ironshore indemnity	
	to	Policy No. BINDER580447	
	08/05/14	*Renewal - Directors Officers (PRIMARY)	44,959.00
		SURPLUS LINES TAX - Directors Officers	1,798.36
		FEE - Directors Officers	500.00
Invoice Number: 283976		Amount Due:	47,257.36
		<p>ok to pay 8/15/13</p> <p>RA 155785 PO 356837 GRN 588709</p> <p>8/15/13 RS✓</p>	
		PAID	
		AUG 20 2013	
		CHECK #	
*Premiums Due and Payable on Effective Date			



STARKWEATHER & SHEPLEY  
INSURANCE BROKERAGE, INC.

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Providence, Rhode Island 02901-0549  
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WEB SITE: www.starshep.com

-----INVOICE-----

Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

Invoice Date 06/20/13  
Invoice No. 280581  
Bill-To Code NARRABAY  
Client Code NARRABAY  
Inv Order No. 10\*276473

Named Insured: Narragansett Bay Commission

Amount Remitted: \$ 37.00

Please return this portion with your payment.

Make checks payable to: Starkweather & Shepley

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/12	07/01/12 to 07/01/13	Travelers Insurance Company Policy No. 6606052R351 *Endorsement - Commercial Inland Marin  Increases Contractor's Equipment limit & amends to Stated Amount  Invoice Number: 280581  Amount Due: 37.00	37.00
<b>ACCRUED</b> JUN 30 2013 <del>80/53660</del>		Reg # 155410 Pct # 356461 gm # 587910	PAID JUN 1 10 2013 CHECK #  RECEIVED JUN 21 2013 ACCOUNTING

\*Premiums Due and Payable on Effective Date



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INSURANCE BROKERAGE, INC.

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Providence, Rhode Island 02901-0549  
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WEB SITE: www.starshep.com

----- INVOICE -----

Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

Invoice Date 07/01/13  
Invoice No. 281238  
Bill-To Code NARRABAY  
Client Code NARRABAY  
Inv Order No. 10\*277312

Named Insured: Narragansett Bay Commission

Amount Remitted: \$ 188,870.00

Please return this portion with your payment.

Make checks payable to: Starkweather & Shepley

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/13	07/01/13 to 07/01/14	Chubb & Son Policy No. 35921421 *Renewal - Commercial Property	188,870.00
		Invoice Number: 281238      Amount Due:	188,870.00
<div>PAID JUL 10 2013 CHECK #</div> <div>REQ# 155467 PO# 356582 GRN# 588107</div> <div>RECEIVED JUL 10 2013 ACCOUNTING</div>			
*Premiums Due and Payable on Effective Date			



STARKWEATHER & SHEPLEY  
INSURANCE BROKERAGE, INC.

P.O. Box 549  
Providence, Rhode Island 02901-0549  
(401) 435-3600 Fax: (401) 438-0150  
WEB SITE: www.starshelp.com

-----INVOICE-----

Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

Invoice Date 07/01/13  
Invoice No. 281251  
Bill-To Code NARRABAY  
Client Code NARRABAY  
Inv Order No. 10\*277320

Named Insured: Narragansett Bay Commission

Amount Remitted: \$ 71,636.00

Please return this portion with your payment.

Make checks payable to: Starkweather & Shepley

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/13	07/01/13 to 07/01/14	Travelers Insurance Company Policy No. BINDER542244 *Renewal - General Liability	71,636.00
		Invoice Number: 281251      Amount Due:	71,636.00
			PAID JUL 10 2013 CHECK #
		REQ# 155468 PO# 356583 GRN# 588106	RECEIVED JUL 10 2013 ACCOUNTING
*Premiums Due and Payable on Effective Date			





STARKWEATHER & SHEPLEY  
INSURANCE BROKERAGE, INC.

P.O. Box 549  
Providence, Rhode Island 02901-0549  
(401) 435-3600 Fax: (401) 438-0150  
WEB SITE: www.starshep.com

-----INVOICE-----

Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

Invoice Date 07/01/13  
Invoice No. 281255  
Bill-To Code NARRABAY  
Client Code NARRABAY  
Inv Order No. 10\*277324

Named Insured: Narragansett Bay Commission

Amount Remitted: \$ 53,075.00

Please return this portion with your payment.

Make checks payable to: Starkweather & Shepley

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/13	07/01/13 to 07/01/14	Travelers Insurance Company Policy No. BINDER540726 *Renewal - Commercial Automobile	53,075.00
		Invoice Number: 281255      Amount Due:	53,075.00
		PAID JUL 10 2013 CHECK #	
		REQ# 155470 PO# 356524 GRN# 588100	
		RECEIVED JUL 10 2013 ACCOUNTING	

\*Premiums Due and Payable on Effective Date



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Providence, Rhode Island 02901-0549  
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WEB SITE: www.starshep.com

----- INVOICE -----

Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

Invoice Date 07/02/13  
Invoice No. 281266  
Bill-To Code NARRABAY  
Client Code NARRABAY  
Inv Order No. 10\*277337

Named Insured: Narragansett Bay Commission

Amount Remitted: \$ 13,490.00

Please return this portion with your payment.

Make checks payable to: Starkweather & Shepley

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/13	07/01/13 to 07/01/14	Travelers Insurance Company Policy No. 6606052R351 *Renewal - Commercial Inland Marine	13,490.00
		Invoice Number: 281266      Amount Due:	13,490.00
			PAID JUL 10 2013 CHECK #
		REQ# 155473 PO# 356526 GRN# 588101	RECEIVED JUL 10 2013 ACCOUNTING

\*Premiums Due and Payable on Effective Date



STARKWEATHER & SHEPLEY  
INSURANCE BROKERAGE, INC.

P.O. Box 549  
Providence, Rhode Island 02901-0549  
(401) 435-3600 Fax: (401) 438-0150  
WEB SITE: www.starshep.com

-----INVOICE-----

Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

Invoice Date 07/02/13  
Invoice No. 281274  
Bill-To Code NARRABAY  
Client Code NARRABAY  
Inv Order No. 10\*277353

Named Insured: Narragansett Bay Commission

Amount Remitted: \$ 42,036.00

Please return this portion with your payment.

Make checks payable to: Starkweather & Shepley

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/13	07/01/13 to 07/01/14	Travelers Insurance Company Policy No. BINDER540741 *Renewal - Comm Umbrella	42,036.00
		Invoice Number: 281274      Amount Due:	42,036.00
			PAID JUL 10 2013 CHECK #
			RECEIVED JUL 10 2013 ACCOUNTING

REQ#	155471
PO#	356525
GRN#	588101

\*Premiums Due and Payable on Effective Date





STARKWEATHER & SHEPLEY  
INSURANCE BROKERAGE, INC.

P.O. Box 549  
Providence, Rhode Island 02901-0549  
(401) 435-3600 Fax: (401) 438-0150  
WEB SITE: www.starshelp.com

-----INVOICE-----

Narragansett Bay Commission  
One Service Road  
Providence, RI 02905

Invoice Date 07/02/13  
Invoice No. 281279  
Bill-To Code NARRABAY  
Client Code NARRABAY  
Inv Order No. 10\*277366

Named Insured: Narragansett Bay Commission

Amount Remitted: \$ 38,884.56

Please return this portion with your payment.

Make checks payable to: Starkweather & Shepley

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/13	07/01/13 to 07/01/15	Liberty Surplus Insurance Corporation Policy No. TVEBO100195113 *Renewal - Pollution	37,389.00
		SURPLUS LINES TAX - Pollution	1,495.56
		Invoice Number: 281279	Amount Due: 38,884.56
		PAID JUL 10 2013 CHECK #	
		REQ# 155474 PO# 356527 GRN# 588103	
		RECEIVED JUL 10 2013 ACCOUNTING	

\*Premiums Due and Payable on Effective Date

UnitedHealthcare Insurance Company  
22703 Network Place  
606731227C0003  
Chicago, IL 60673-1227



A UnitedHealth Group Company

UnitedHealthcare®

RECEIVED

DEC 26 2013

Page: 1 of 21

Narragansett Bay Commission  
Leah Foster  
One Service Road  
Providence, RI 02905

Invoice No: 0033538632  
Invoice Date: Dec 16, 2013  
Customer No: 490822  
Bill Group: 1  
Coverage Period: 01/01-01/31/2014  
Due Date: Jan 01, 2014

OK  
ACCOUNTING

02.000.00 21309

Jan 2014 wire transfer

Invoice Summary

Description	Employee Count	Total Volume (000's)	Rate	Net Amount
<b>II Active Employees</b>				
RI 2007 Choice Plus PS1 Plan 6RG - Mod				
EE + Family	166		\$1,809.30	\$300,343.80
Employee Only	57		\$662.11	\$37,740.27
<b>Subtotal - All Active Employees</b>	<b>223</b>			<b>\$338,084.07</b>
<b>II Cobra Participants</b>				
RI 2007 Choice Plus PS1 Plan 6RG - Mod				
Employee Only	1		\$662.11	\$662.11
<b>Subtotal - All Cobra Participants</b>	<b>1</b>			<b>\$662.11</b>
<b>TOTAL</b>	<b>224</b>			<b>\$338,746.18</b>

Invoice Detail

Policy No.	Name	Plan	ID	Coverage	Volume (000's)	Charge Amount
17220		RI 2007 Choice Plus PS1 Plan 6RG - Mod	00035449292-00	EE+FAMILY		\$1,809.30

Rate and Amount includes premium expenses and any applicable non-premium expenses. Non-premium expenses are for services payable by you to a third party (e.g., services fees, consulting fees, counselor fees, etc.). Non-premium expenses will only be applicable in some markets for larger clients who have entered into a separate agreement with a vendor and have instructed us to include such expenses on this invoice.

Please Detach and Return the Portion Below with Remittance

Customer Name	Customer Number	Payment Due Date	INV #
Narragansett Bay Commission	490822	Jan 01, 2014	C0033527101

Return payment stub to:

UnitedHealthcare Insurance Company  
22703 Network Place  
Chicago, IL 60673-1227

AMOUNT DUE

\$338,746.18

AMOUNT PAID

\$333,318.28

COM 1.49 Please describe the wellness incentive referred to in the Supplemental Response to DIV 1-10.

**Answer:** This is similar to the wellness incentive program of the State of Rhode Island. See details below:












## Narragansett Bay Commission Wellness Incentive Program 2013

Effective July 1, 2013, eligible employees can earn a maximum of \$500 in Wellness Incentive Credits towards their share of the cost of employer-sponsored health insurance by completing any of the programs outlined below. The Wellness Incentive Credits will be paid to eligible employees in the form of a check.

The Wellness Incentive Credits shown below are in addition to the incentives that can be earned through UnitedHealthcare's SimplyEngaged® program (which are paid through gift cards).

Additional incentive-eligible programs currently under consideration include nutrition (i.e. healthy eating) and an incentive for using the NBC Fitness Center on a regular basis. More information will be forthcoming.

Programs & Activities	Program Description	Incentive Credit
	1. Obtain Annual Vision Exam	\$100 
	2. Obtain Annual Physical Exam from primary care physician.	\$100
	3. Obtain Annual Oral Exam (typically performed at the time of a semi-annual cleaning).	\$100
	4. Obtain Blood Pressure, Cholesterol and Body Mass Index (BMI) Screening at on-site Health Fair* or at physician's office.	\$100
	5. Complete a 12-week (3-month) Weight Watchers® program.	Community Setting \$150
		Online \$100
	6. Complete an on-site or designated community-based smoking cessation program.	\$100
	7. Complete a free Wellness Coaching Program (by telephone) in any of the following areas: • Weight Management • Tobacco Cessation • Nutrition • Exercise • Stress • Heart Health • Diabetes Lifestyle	\$50 each
	8. Complete UnitedHealthcare's 12-week "Walking for Fitness" program.	\$100

\*Certification of physician consultation is required if screening is completed at the physician's office or if results obtained at an on-site Health Fair do not meet the following guidelines:

- Blood Pressure: Equal to or less than 140/90
- Cholesterol: Less than 200
- Body Mass Index (BMI): Less than 30.0

By: WEE

COM 1.50      Why has there been a trending increase in the number of bills mailed over the past three years as stated in the response to DIV 1-13?

**Answer:**      The number of bills will vary with the number of accounts, billing frequency, collection letters and other correspondence that is mailed to customers and there is no single specific reason.

By: WEE