

AGENDA

TOWN OF NARRAGANSETT

MEETING APRIL 21, 2014

JAMES M. CALLAGHAN
COUNCIL PRESIDENT

SUSAN CICILLINE-BUONANNO
PRESIDENT PRO TEM

GLENNA M. HAGOPIAN
COUNCIL MEMBER

MATTHEW M. MANNIX
COUNCIL MEMBER

DOUGLAS E. MCLAUGHLIN
COUNCIL MEMBER

PAMELA T. NOLAN
TOWN MANAGER

MARK A. MCSALLY, ESQ.
TOWN SOLICITOR

ANNE M. IRONS, CMC
TOWN CLERK



TOWN COUNCIL MEETINGS ARE SCHEDULED
ON THE FIRST AND THIRD MONDAYS OF THE MONTH
AT 7:30 P.M. AT THE TOWN HALL, 25 FIFTH AVENUE

GENERAL RULES AND PROCEDURES

FOR THE TOWN OF NARRAGANSETT

TOWN COUNCIL MEETINGS

I. WHO MAY SPEAK

Meetings of the Town Council are open to the public. Any resident who wishes to address the Council on any subject within the scope of the Council's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below:

A. SPEAKING ON AGENDA ITEMS

1. Consent Agenda Items. These are items which the Council does not need to discuss individually and are voted on as a group. Any Council Member who wishes to discuss any individual item from the Consent Agenda may request the Council president to pull such item from the Consent Agenda. Those items pulled will be discussed and voted upon individually.
2. Regular Agenda Items. These are items which the Council will discuss individually in the order listed on the Agenda. After the Council has discussed an item on the Agenda, the Council President will close the Council discussion and will inquire if any citizen wishes to be heard on the matter.

B. SPEAKING ON SUBJECTS NOT ON THE AGENDA

1. Any resident may address the Council on any item not on the Agenda during that period of time designated as **OPEN FORUM**.

II. ADDRESSING THE COUNCIL, MANNER, TIME

The length of time each individual may speak must be limited in the interest of order and conduct of the business at hand. Individuals are limited to three minutes speaking time. Such time may be extended at the discretion of the Council President. However, the OPEN FORUM portion of the Council meeting shall be limited to a total of thirty (30) minutes.

If there are any speakers who have not had an opportunity to be heard at the end of thirty (30) minutes, OPEN FORUM will be continued to the end of the Council meeting.

Citizens wishing to be heard shall raise their hands until acknowledged by the Council President. Once acknowledged, the citizens shall come forward, state their name and address and address the Council; please conduct yourself in an orderly and respectful fashion. The comments of citizens accessing this portion of our meeting are neither adopted nor endorsed by this body, but heard as requested. Anyone wishing to speak a second time on the same subject must receive permission from the Council President.



**NARRAGANSETT TOWN COUNCIL
REGULAR MEETING
AGENDA**

APRIL 21, 2014

7:30 p.m.

Posted 04-18-14

Narragansett Town Hall
25 Fifth Avenue
Narragansett, RI 02882
(401) 789-1044

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OF [MINUTES](#):

**NARRAGANSETT
TOWN COUNCIL**

1. March 31, 2014 Work Session Meeting

President

James M. Callaghan

President Pro Tem

Susan Cicilline-Buonanno

Members

Glenna M. Hagopian

Matthew M. Mannix

Douglas E. McLaughlin

Town Manager

Pamela T. Nolan

Town Clerk

Anne M. Irons, CMC

Town Solicitor

Mark A. McSally, Esq.

ANNOUNCEMENTS/PRESENTATIONS:

Recognize Friends of Canonchet Members

OPEN FORUM: *Please conduct yourself in an orderly and respectful fashion. The comments of citizens accessing this portion of our meeting are neither adopted nor endorsed by this body, but heard as requested.*

PUBLIC HEARING/DECISION – 8:00 P.M.:

A PUBLIC HEARING on the application for a Transfer of a Liquor License for a Class B-Tavern Liquor License from Rebecca Durkin d/b/a The Break, 1208 Ocean Road, Plat L Lot 237A to The Break LLC 1208 Ocean Road Plat L Lot 237A.

A PUBLIC HEARING on the application for a new liquor license for a Class BV-LIMITED Liquor License Aunt Carrie's Inc. 1240 Ocean Road Narragansett, RI, Plat L, Lot 233.

A PUBLIC HEARING on the 2014 Community Development Block Grant – Disaster Relief (CDBG-DR) application.

A MOTION to ADOPT a RESOLUTION in support of the three pending applications for CDBG funding in this year's disaster relief grant round.

CONSENT AGENDA:

All items listed on the Consent Agenda are considered to be routine or have been previously reviewed by the Town Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda

1. **A MOTION to APPROVE** the Four Year Use Agreement between Narragansett Flag Football League and the Parks and Recreation Department starting August 2014 and ending November 2018 and **AUTHORIZE** the Town Manager to sign it.
2. **A MOTION to APPROVE and AUTHORIZE** the Narragansett Parks and Recreation Department to partner with the Narrow River Preservation Association and the Narrow River Land Trust in offering three educational programs at the Middlebridge property, subject to approval of state and local regulations.
3. **A MOTION to APPROVE** a petition from Verizon Communications and the Narragansett Electric Company to replace one new joint mid-span pole (P. 13 1/2) and anchor guy location on Indian Trail.
4. **A MOTION to APPROVE** a Miscellaneous License (Hotel License) The Break Hotel, 1208 Ocean Road, Narragansett, Plat L, Lot 237A Narragansett RI.
5. **A MOTION to APPROVE** the list of Motor Vehicle abatements in the amount of \$268.29.
6. **A MOTION to APPROVE** the electrical repairs at the Wilson Drive Pump Station to be completed by Watermark Electric Co., Inc., in the amount of \$2,665.00.
7. **A MOTION to APPROVE** the purchase of extended warranties for the Police Department's computer terminals in the cruisers with Data 911, in the amount of \$2,725.50.
8. **A MOTION to APPROVE** the software maintenance agreement with Vision Government Solutions, in the amount of \$4,410.00.
9. **A MOTION to APPROVE** the purchase of one new John Deere 58" PTO Driven Overseeder for the Parks and Recreation Department from John Deere Company (through Padula Bros., Inc.), in the amount of \$8,010.09.
10. **A MOTION to APPROVE, RATIFY and CONFIRM** the purchase of parts to repair the Highway Division's 2009 Elgin Pelican Sweeper from C.N. Wood Company, Inc., in the amount of \$4,537.68.
11. **A MOTION to APPROVE, RATIFY and CONFIRM** the purchase and installation of a replacement HVAC unit at the Department of Public Work Maintenance Facility, completed by Koolco, Inc. in the amount of \$7,800.00.
12. **A MOTION to APPROVE** the daily rates for labor, equipment, and disposal of material for cleaning the wet wells at the Ouida Street and Sprague Bridge Pump Stations from Inland Waters, Inc.
13. **A MOTION to AUTHORIZE** the Town Manager to sign an Adopt-A-Spot agreement with Pi Kappa Alpha Fraternity for Knowles Way Extension Park.
14. **A MOTION to AUTHORIZE** the Town Manager to sign an Adopt-A-Spot agreement with the Rhode Island Surfrider Foundation for the Narragansett Sea Wall.

15. **A MOTION to REFER** a request from John and Lisa Goodwin for a waiver of the Sewer policy for Plat Z, Lot 4-2 (Gibson Avenue) to the Sewer Policy Committee for review.
16. **A MOTION to RECEIVE and PLACE on FILE** signed petitions from the Friends of the Narragansett Library requesting the town council place a bond issue on the ballot for a new library facility.
- 16A. **A MOTION to APPROVE** a Class F-1 Alcoholic Beverage License for the URI Men's basketball Foundation for a Fundraiser at the Towers to be held on Thursday, May 1, 2014, subject to state and local regulations.

OLD BUSINESS:

NEW BUSINESS:

17. **A MOTION to APPROVE** and join in the Settlement Agreement that has been negotiated between United Water Rhode Island, Inc. and the Public Utilities Commission.
18. **A MOTION to APPROVE** the purchase of five additional Motorola 800MHz mobile radios for Department of Public Works vehicles and equipment from Motorola Solutions, in the total amount of \$12,908.72.
19. **A MOTION to APPROVE** the removal and replacement (upgrade) of 300 feet of sewer line on Robinson Street utilizing the Town's existing Miscellaneous Repair and Construction Contract with George Sherman Sand & Gravel Co., Inc., in the amount of \$20,000.00.
20. **A MOTION to APPROVE** the contractual agreement between the Town of Narragansett and Chris McGrath to assist the Director and Assistant Director of Narragansett EMA with support and expansion of the town's emergency preparedness services.
21. **A MOTION to APPROVE** the contractual agreement between the Town of Narragansett and Michael Loffler for mechanical and plumbing inspections for the Building Official's Office.
22. **A MOTION to APPROVE** the contractual agreement between the Town of Narragansett and Raymond DeRosa for electrical inspections for the Building Official's Office.
23. **A MOTION to APPROVE** and extends the Paddle Sports Business Concession at Middlebridge to Narrow River Kayaks until February 28, 2015 for the Parks and Recreation Department with the same terms, conditions and pricing within the lease that ended December 31, 2013 and **APPROVE** the rental of cottage 94A to be utilized as office space for the Paddle Sports Business Concession.
24. **A MOTION to INTRODUCE, READ, PASS, and ACCEPT** as a First Reading An Ordinance in Amendment of Chapter 10, Article II of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled Buildings and Building Regulations.
25. **A MOTION to ADOPT** a Resolution Amending the Ordinance of Chapter 26, Article 1 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled Fire Prevention and Protection.

26. **A MOTION to ADOPT** a Proclamation recognizing Arbor Day 2014 and the importance of trees in Narragansett.
27. **A MOTION to AWARD** the bid for the Ouida Street Pump Station Roof Replacement Project to the only qualified bidder, Martone Service Company, Inc., in the amount of \$24,117.00.
28. **A MOTION to AWARD** the bid for the purchase of a Digital Logging Recorder (rebid) for the Department of Public Safety to the lowest bidder, Business Electronics, Inc., in the amount of \$29,965.00, including service agreements for Years 2 - 5.
29. **A MOTION to AWARD** the bid for the Basketball Court Lighting Project at Leroy Thompson Playground to the lowest bidder, E.W. Audet & Sons, Inc., in the amount of \$41,000.00.
30. **A MOTION to AWARD** the bid for 2014 Statistical Reappraisal Services to the second lowest bidder, Vision Government Solutions, in the amount of \$171,000.00 and to authorize the Town Manager to sign the contract after review by the Town Solicitor.

REPORTS FROM TOWN MANAGER:

REPORTS FROM TOWN COUNCIL:

EXECUTIVE SESSION:

A MOTION TO RETIRE to Executive Session of the Town Council the end of the April 21, 2014 town council meeting as in accordance with RIGL 42-46-4 to discuss (Non-Union Personnel) in accordance with General Laws 42-46-5(a) (1) and discussion on collective bargaining regarding RI Council 94 Local 1179, AFSCME-AFL-CIO and Public Service Employees Local 1033 in accordance with RIGL 42-46-5(a) (2) and discussion on acquisition or lease of real property in accordance with RI General Laws 42-46-5 (a) (5) and appoint Mark A. McSally, Town Solicitor as Clerk Pro Tem.

ADJOURNMENT:

Note: Documentation (if any) for items listed on this Agenda is available for public inspection, a minimum of 24 hours prior to the meeting, at any time during regular business hours at Town Clerk's Office, 25 Fifth Avenue, Narragansett, RI 02882. Interpreters for the hearing impaired can be made available at any meeting provided a request is received a minimum of three (3) business days prior to said meeting.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____

Amend No. _____

Date Prepared: March 31, 2014
Council Meeting Date: April 21, 2014

TO: Pamela T. Nolan, Town Manager

FROM: Anne M. Irons, CMC Town Clerk

SUBJECT: Approval of Town Council Minutes

RECOMMENDATION:

That the Town Council approve the minutes from the following meeting

- March 31, 2014 Work Session Meeting

SUMMARY:

Attached are minutes as in accordance to state law.

TOWN CLERK USE ONLY:

Consent Agenda

Carry Over to Date: _____

Approved

Unfinished Business (Date heard previous: _____)

New Business

Public Hearing – No Action Taken

ORD. # _____ RES. # _____

LCON# _____ LIC. # _____

Action Date: _____

**NARRAGANSETT TOWN COUNCIL/SCHOOL COMMITTEE
JOINT WORK SESSION MEETING
MARCH 31, 2014 MINUTES**

At a Work Session Meeting of the Town Council of the Town of Narragansett held on Monday, March 31, 2014 at 6:30 p.m., at the Narragansett Town Hall.

Present: James M. Callaghan, President,

Susan Cicilline-Buonanno, President Pro Tem

Matthew M. Mannix, Member

Douglas E. McLaughlin, Member

Tammy J. McNeiece School Committee Chair

Guy DeWardener, School Committee Member

Diane Nobles, School Committee Member

Keith Ranaldi, School Committee Member

Katherine Sipala, School Superintendent

Karen Hagen, Director of Finance - School Dept.

Laura Kenyon, Finance Director - Town

Pamela T. Nolan, Town Manager

Absent: Glenna M. Hagopian, Member

James M. Callaghan, President, calls the meeting to order. Pamela T. Nolan, Town Manager summarizes the town's budget for 2014-15 to date. The proposed budget will be funding 80% of the annual required contribution known as the ARC for the pension liability; the budget is the at the tax cap of 4%, three million dollars has been cut from the capital fund, and no fund balance was used for the proposed budget, OPEB is level

funded from last year and all town departments are level funded except for the pension increase. It was noted that all pensions cost will be reflected in each department. Ms. Nolan also noted that vacant positions were not funded. She explained that she was in contract negotiations with the middle management union 1033 which is 20 employees and the laborers, clerks and dispatchers Council 94 which is 60 employees. She commented that she is trying hard to improve the health care benefits.

Laura Kenyon, Finance Director noted that the school department would now be contributing its share of 38% of pension costs for their employees as the town does. The cost was approximately \$700,000+/- and the school department would be absorbing half through budget costs and the town would be paying half.

Katherine Sipala, School Superintendent addressed the council. She noted that the school budget that was to be submitted had no increase until they were told the pension costs were going from 16% to 38% up to 1.2 Million Dollars. They proposed to use money from the capital improvement fund of about \$350,000 and they will do some capital projects with capital reserve monies. She noted that on April 28th the public hearing on the school budget will be held and she would be given a full presentation that night on the details of the school budget. She did note that 7.6 positions were cut from the school budget from the transportation (2), teachers 2.6 and teacher assistants (3).

School Committee member Keith Ranaldi had questions on health care for life and the pension plan ARC payment. It was explained that health was OPEB liability not Pension Liability.

Tammy McNeiece, Chair of the School Committee discussed the pension increase to the school department budget and questioned the aggressiveness of the plan that the town would be following to pay off the pension liability costs. She asked why not pay over a longer period of time instead of the proposed two years as she believed going from 16% to 38% was a very aggressive approach and took the school committee by surprise.

Diane Nobels discussed the possibility of 403(b)'s and alternative retirement packages to traditional pensions.

It was explained that the town was making supplemental appropriations and it was not in the school budget and pension costs were taken from the general fund and not the school budget in previous years. The new finance director was making the changes to show the true costs to each department. It was noted that the town is required to increase the cost 20% each year for 2 years in order to get out of the critical stage of the pension liability.

James Callaghan commented that it is aggressive however, the town has not funded the ARC that has been necessary and to keep putting it off would make it worse.

A discussion is held on a joint actuary study on the pension plan for each group that is in the pension plan, critical stages and the annual required contribution and the OPEB liability.

Councilmember McLaughlin questioned what is the significance of getting out of the critical stage of the town's pension plan.

Laura Kenyon explained it means that the town will be funding the employees' pension plan to a level the state is satisfied and that the town will continue to fund 100% of the ARC which means funding the town's unfunded liability. The town has addressed it by approving the funding improvement plan which means the town agrees to pay 80% and then 100%.

It was noted that the state has not required a plan yet for the OPEB Liability as it has for the pension liability for municipalities. It was noted that the school has no OPEB liability debt and was in fantastic shape.

The school committee members discuss streamlining the benefit packages for employees to help in the unfunded liabilities costs to the town.

The work session meeting adjourns at 7:25 p.m.

ATTEST:



MINUTES ACCEPTED AS
PRESENTED/AMENDED

Anne M. Irons, CMC
 Council Clerk

Anne M. Irons, CMC
 Council Clerk

*Rec'd 3-31-14
 @ Work session*

SUMMARY OF THE 2014-15 GENERAL FUND BUDGET

	ACTUAL 2011-12	ACTUAL 2012-13	BUDGET 2013-14	YEAR END PROJECTED	SUBMITTED 2014-15	\$ Change FY 13/14 Budget	PERCENT VARIANCE	PERCENT OF TOTAL
REVENUES								
CURRENT PROPERTY TAXES	44,493,185	44,667,514	45,084,630	45,535,476	46,883,637	1,799,007	3.99%	88.80%
PRIOR YEAR TAXES	188,960	51,992	225,000	225,000	135,000	-90,000	-40.00%	0.26%
TOTAL PROPERTY TAXES	44,682,145	44,719,506	45,309,630	45,760,476	47,018,637	1,709,007	3.77%	89.06%
INVESTMENT & INTERST INC	312,583	205,044	315,000	298,500	315,000	0	0.00%	0.60%
INTERGOVERNMENTAL	1,678,052	1,828,085	1,899,466	1,825,578	1,774,918	-124,548	-6.56%	3.36%
PILOT PAYMENTS	345,072	355,307	369,835	369,835	384,545	14,710	3.98%	0.73%
INTERFUND REVENUES	656,167	700,491	700,491	700,491	700,491	0	0.00%	1.33%
TOTAL INTERFUND	1,001,239	1,055,798	1,070,326	1,070,326	1,085,036	14,710	1.37%	2.06%
LICENSES & PERMITS	472,237	543,139	530,145	525,645	550,000	19,855	3.75%	1.04%
FINES & FORFEITURES	297,059	277,980	275,800	275,800	302,500	26,700	9.68%	0.57%
DEPT & MISC REVENUES	2,081,067	1,683,148	1,685,876	2,141,776	1,595,796	-90,080	-5.34%	3.02%
PARKS & REC	154,150	163,062	153,715	154,625	154,375	660	0.43%	0.29%
FUND BALANCE	728,256	1,432,602	1,920,000	1,920,000	0	-1,920,000	-100.00%	0.00%
TOTAL REVENUES	51,406,788	51,908,364	53,159,958	53,972,726	52,796,262	-363,696	-0.68%	100.00%

Town Council-School Committee Joint Work Session Meeting
 March 31, 2014
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	ACTUAL 2011-12	ACTUAL 2012-13	BUDGET 2013-14	YEAR END PROJECTED	SUBMITTED 2014-15	\$ Change FY 13/14 Budget	PERCENT VARIANCE	PERCENT OF TOTAL
EXPENDITURES								
ADMIN & FINANCE	3,026,514	2,661,877	2,645,291	3,070,564	3,124,502	479,211	18.12%	5.92%
PUBLIC SAFETY	10,824,004	11,454,416	11,376,169	12,259,405	12,493,287	1,117,118	9.82%	23.66%
PUBLIC WORKS	2,315,166	2,642,721	2,727,582	2,815,282	3,303,052	575,470	21.10%	8.26%
DEVELOP & PLANNING	667,559	753,059	782,042	802,795	814,995	52,953	6.95%	1.54%
BDS & COMMISSIONS	27,225	29,895	33,308	33,254	32,792	-516	-1.55%	0.06%
PARKS & REC	1,334,713	1,375,697	1,423,582	1,503,539	1,476,284	52,702	3.70%	2.80%
TOTAL OPER DEPTS	17,995,181	18,917,665	18,967,974	20,484,838	21,244,912	2,276,938	12.00%	40.24%
NON-DEPARTMENTAL TRANSFERS	331,736	197,340	205,804	208,304	213,586	7,762	3.77%	0.40%
	7,062,765	8,065,827	9,345,765	7,882,123	6,339,487	-3,006,278	-32.17%	12.01%
TOTAL	25,389,682	27,200,832	28,519,543	28,575,265	27,767,965	-721,578	-2.53%	52.65%
EDUCATION	24,277,345	24,277,345	24,340,415	24,340,415	24,698,297	357,882	1.47%	46.78%
CONTINGENCY	0	0	300,000	54,745	300,000	0	0.00%	0.57%
TOTAL GENERAL FUND	49,667,027	51,478,177	53,159,958	52,970,426	52,796,262	-363,696	-0.68%	100.00%
EXCESS REVENUES/EXP	1,739,761	430,187	0	1,002,301	0			

**TOWN OF NARRAGANSETT
 GENERAL FUND EXPENDITURE DETAIL**

SUMMARY ADMINISTRATION AND FINANCE

	ACTUAL 2011-12	ACTUAL 2012-13	BUDGET 2013-14	YEAR END PROJECTED	SUBMITTED 2014-15	\$ Change FY 13/14 Budget	PERCENT VARIANCE	PERCENT OF TOTAL
TOWN COUNCIL	43,966	50,419	41,330	39,715	44,566	3,236	7.8%	0.08%
TOWN SOLICITOR	98,836	103,186	100,903	107,024	100,905	2	0.0%	0.19%
MUNICIPAL COURT	187,948	185,542	198,350	209,723	210,706	12,356	6.2%	0.40%
BOARD OF CANVASSERS	99,705	98,242	91,667	98,203	121,746	30,079	32.8%	0.23%
TOWN MANAGER	276,912	318,352	255,173	301,840	291,062	35,889	14.1%	0.55%
HUMAN RESOURCES	99,509	99,415	117,581	134,541	134,142	16,561	14.1%	0.25%
FINANCE & PURCHASING	276,843	305,726	305,265	341,021	370,629	65,364	21.4%	0.70%
ACCOUNTING	429,787	409,393	381,850	439,805	436,006	54,156	14.2%	0.83%
TAX COLLECTIONS	225,773	246,055	254,605	304,874	367,876	113,271	44.5%	0.70%
TAX ASSESSING	656,996	257,714	258,961	400,579	295,663	36,702	14.2%	0.56%
INFORMATION TECHNOLOGY	327,912	268,604	300,719	319,113	357,093	58,374	18.7%	0.68%
TOTAL-FINANCE DEPARTMENT	1,917,311	1,487,492	1,501,400	1,805,392	1,827,266	325,866	21.7%	3.46%
TOWN CLERK	302,327	319,229	338,887	374,126	394,108	55,221	16.3%	0.75%
TOTAL - ADMIN & FINANCE	3,026,514	2,661,877	2,645,291	3,070,564	3,124,502	479,211	18.1%	5.92%

Town Council-School Committee Joint Work Session Meeting
 March 31, 2014
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	ACTUAL 2011-12	ACTUAL 2012-13	BUDGET 2013-14	YEAR END PROJECTED	SUBMITTED 2014-15	\$ Change FY 13/14 Budget	PERCENT VARIANCE	PERCENT OF TOTAL
SUMMARY PUBLIC SAFETY								
POLICE-ADMINISTRATION	5,318,943	5,965,288	5,748,835	6,128,713	6,141,138	392,303	6.8%	11.63%
ANIMAL CONTROL	162,844	184,180	188,918	208,092	187,027	-1,891	-1.0%	0.35%
HARBOR MASTER	38,842	45,091	44,634	45,681	42,223	-2,411	-5.4%	0.08%
DISPATCHING	781,028	801,504	832,049	921,895	936,819	104,770	12.6%	1.77%
TOTAL POLICE DEPARTMENT	6,301,657	6,996,063	6,814,436	7,302,382	7,307,208	492,772	7.2%	13.84%
FIRE-ADMINISTRATION	4,310,010	4,449,782	4,551,448	4,946,738	5,175,794	624,346	13.7%	9.80%
EMERGENCY MANAGEMENT	12,337	8,571	10,285	10,285	10,285	0	0.0%	0.02%
TOTAL PUBLIC SAFETY	10,624,004	11,454,416	11,376,169	12,259,405	12,493,287	1,117,118	9.8%	23.66%

Town Council-School Committee Joint Work Session Meeting
 March 31, 2014
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	ACTUAL 2011-12	ACTUAL 2012-13	BUDGET 2013-14	YEAR END PROJECTED	SUBMITTED 2014-15	\$ Change FY 13/14 Budget	PERCENT VARIANCE	PERCENT OF TOTAL
SUMMARY PUBLIC WORKS AND ENGINEERING								
ADMINISTRATION	318,691	337,503	332,018	355,069	418,359	86,341	26.0%	0.79%
FACILITIES MAINTENANCE	196,546	213,431	222,860	203,333	202,344	-20,516	-9.2%	0.38%
HIGHWAY MAINTENANCE	1,608,771	1,879,445	1,925,560	1,983,234	1,854,482	-71,078	-3.7%	3.51%
VEHICLE MAINTENANCE**	450,598	483,383	496,535	489,056	552,193	552,193	100.0%	1.05%
TOTAL PUBLIC WORKS	2,124,008	2,430,379	2,480,438	2,541,637	3,027,378	546,940	22.1%	5.73%
ENGINEERING	191,158	212,342	247,144	273,645	275,674	28,530	11.5%	0.52%
** FY 2011/12-projected FY13/14 in a Separate FUND 02								
TOTAL PUB WKS & ENGINEERING	2,315,166	2,642,721	2,727,582	2,815,282	3,303,052	676,470	21.1%	6.26%
SUMMARY DEVELOPMENT AND PLANNING								
COMMUNITY DEVELOPMENT	293,675	350,870	355,926	378,089	410,045	54,119	15.2%	0.78%
INSPECTIONAL SERVICES	373,884	402,189	406,116	424,706	404,951	-1,165	-0.3%	0.77%
TOTAL DEVELOP & PLANNING	667,559	753,059	762,042	802,795	814,996	62,953	6.0%	1.54%
SUMMARY BOARDS AND COMMISSIONS								
CONSERVATION	1,294	737	916	863	664	-252	-27.5%	0.00%
ZONING BD OF APPEALS	9,014	12,044	11,130	11,027	11,190	60	0.5%	0.02%
CONSERVATION COMM	237	260	522	507	522	0	0.0%	0.00%
PLANNING BOARD	2,012	2,653	5,652	5,644	5,186	-466	-8.2%	0.01%
PENSION BOARD	14,668	14,201	15,088	15,213	15,230	142	0.9%	0.03%
TOTAL-BDS AND COMMISSIONS	27,225	29,895	33,308	33,254	32,792	-516	-1.5%	0.06%
SUMMARY PARKS AND RECREATION								
ADMINISTRATION	163,223	208,839	220,504	239,948	234,008	13,504	6.1%	0.44%
PARKS MAINTENANCE	687,683	760,936	760,280	810,358	791,147	30,867	4.1%	1.50%
RECREATION PROGRAMS	483,807	405,922	442,798	453,233	451,129	8,331	1.9%	0.85%
TOTAL PARKS & RECREATION	1,334,713	1,375,697	1,423,582	1,503,539	1,476,284	52,702	3.7%	2.80%
TOTAL OPERATING DEPARTMENTS	17,995,181	18,917,665	18,967,974	20,484,838	21,244,912	2,276,938	12.0%	40.24%

Town Council-School Committee Joint Work Session Meeting

March 31, 2014

Book 55 Page 164

	ACTUAL 2011-12	ACTUAL 2012-13	BUDGET 2013-14	YEAR END PROJECTED	SUBMITTED 2014-15	\$ Change FY 13/14 Budget	PERCENT VARIANCE	PERCENT OF TOTAL
NON-DEPARTMENTAL	331,736	197,340	205,804	208,304	213,566	7,762	-3.8%	0.40%
TRANSFERS TO OTHER FUNDS	7,062,765	8,085,827	9,345,765	7,882,123	6,339,487	-3,006,278	-32.2%	12.01%
EDUCATION	24,277,345	24,277,345	24,340,415	24,340,415	24,698,297	357,882	1.5%	46.78%
CONTINGENCY	0	0	300,000	54,745	300,000	0	0.0%	0.57%
TOTAL BUDGET	49,667,027	51,478,177	53,159,958	52,970,425	52,796,262	-363,696	-0.7%	

*Acc'd
 3-31-14
 work session*

**Narragansett School System
 General Fund Budget Report by Object Code**

<u>Account</u>	<u>Description</u>	<u>2012-13 Actual Expenditures</u>	<u>2013-14 Adjusted Budget</u>	<u>2013-14 YTD Expenditures</u>	<u>FY 14-15 Adopted Budget</u>	<u>Amount Difference</u>	<u>Percent Difference</u>
10000000.00000.000.00.0000.51000.0000.00	Salaries	15,798,309	16,517,095	8,642,590	16,381,513	(135,582)	(0.82)
10000000.00000.000.00.0000.52000.0000.00	Employee Benefits	5,987,254	6,306,053	3,577,921	7,104,369	798,316	12.66
10000000.00000.000.00.0000.53000.0000.00	Purchased Professional & Technical Services	630,221	705,429	384,178	662,728	(43,701)	(6.19)
10000000.00000.000.00.0000.54000.0000.00	Purchased Property Services	357,544	425,872	208,045	486,043	40,171	9.43
10000000.00000.000.00.0000.55000.0000.00	Other Purchased Services	1,247,868	1,519,779	705,298	1,535,324	15,545	1.02
10000000.00000.000.00.0000.56000.0000.00	Supplies & Materials	950,258	1,154,082	462,457	1,245,900	91,818	7.96
10000000.00000.000.00.0000.57000.0000.00	Property	498,663	216,896	100,760	160,275	(56,621)	(26.11)
10000000.00000.000.00.0000.58000.0000.00	Dues, Fees & Other Misc Expenses	36,028	42,010	32,789	39,946	(2,064)	(4.91)
10000000.00000.000.00.0000.59000.0000.00	Other Items	373,482	492,000	450,000	142,000	(350,000)	(71.14)
Grand Total:		25,879,627	27,380,216	14,564,019	27,738,098	357,882	1.31

Narragansett Public Schools
 General Fund Budget Report - Revenue

Account	Description	2012-13 Actual	2013-14 Adjusted	2013-14 YTD	2014-15 Adopted	Amount	Percent
		Revenue	Budget	Revenue	Budget	Difference	Difference
10000000.99998.998.98.9800.41210.0000.00	Local Appropriation	24,277,345	24,340,415	16,226,943	24,698,297	357,882	1.47
10000000.99998.998.98.9800.41250.0000.00	Reappropriated Fund Balance	-	700,000	-	700,000	-	-
10000000.99998.998.98.9800.41310.0000.00	Tuition From Individuals	41,483	35,000	25,720	40,000	5,000	14.29
10000000.99998.998.98.9800.41400.0000.00	Transportation Fees	3,325	3,000	1,313	3,000	-	-
10000000.99998.998.98.9800.41901.0000.00	Rental Income - Fields/Buildings	2,643	-	486	-	-	-
10000000.99998.998.98.9800.41920.0000.00	Contributions & Donations From Private Sources	3,500	-	-	-	-	-
10000000.99998.998.98.9800.41980.0000.00	WBCH Transfer	300,000	300,000	300,000	200,000	(100,000)	(33.33)
10000000.99998.998.98.9800.41990.0000.00	Miscellaneous	23,667	15,632	17,978	16,722	1,090	6.97
10000000.99998.998.98.9800.43101.0000.00	Unrestricted Grants-In-Aid - State Sources	1,663,260	1,711,169	1,165,359	1,805,079	93,910	5.49
10000000.99998.998.98.9800.44202.0000.00	Medicaid Reimbursement	303,445	275,000	183,786	275,000	-	-
Grand Total:		26,618,668	27,360,216	17,921,565	27,738,098	357,882	1.31

51000 Salaries

Amounts paid to District employees, including personnel substituting for those in permanent positions. This includes gross salary for services rendered while on the payroll of the District and other forms of compensation.

52000 Employee Benefits

Amounts paid by the District on behalf of employees (amounts not included in gross salary but in addition to that amount). Such payments are fringe benefit payments and, although not paid directly to employees, nevertheless are part of the cost of personnel services.

53000 Purchased Professional and Technical Services

Services that by their nature can be performed only by persons or firms with specialized skills and knowledge. Although a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, and accountants. A separate account should be established for each type of service provided to the District.

54000 Purchased Property Services

Services purchased to operate, repair, maintain, and rent property owned or used by the District. These services are performed by persons other than District employees. Although a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

55000 Other Purchased Services

Amounts paid for services rendered by organizations or professionals not on the payroll of the District (separate from Professional and Technical Services or Property Services). Although a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

56000 Supplies

Amounts paid for items that are consumed, are worn out, or have deteriorated through use or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

57000 Property

Expenditures for acquiring capital assets, including land, existing buildings, existing infrastructure assets, and equipment.

58000 Dues, Fees & Other Miscellaneous Expenses

Dues and Fees. Expenditures or assessments for membership in professional or other organizations or payments to a paying agent for services rendered.

Miscellaneous Expenditures. Amounts paid for goods or services not properly classified in one of the objects included above.

59000 Other Items

Used to classify transactions that are not properly recorded as expenditures/expenses but require control and reporting by the District.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____

Amend No. _____

Date Prepared: April 15, 2014
Council Meeting Date: April 21, 2014

TO: Pamela T. Nolan Town Manager

FROM: Anne M. Irons, CMC-Town Clerk

SUBJECT: A Public Hearing – on the application for a Transfer of a Liquor License for a Class B-Tavern Liquor License from Rebecca Durkin d/b/a The Break, 1208 Ocean Road, Plat L Lot 237A to The Break LLC 1208 Ocean Road Plat L Lot 237A.

RECOMMENDATION:

That the Town Council hold a public hearing on the application for a transfer of liquor license for a Class BV-Tavern Liquor License for The Break LLC 1208 Ocean Road.

SUMMARY:

The Break was granted a new BV Tavern Liquor License on April 15, 2013. A BV Tavern Liquor license will allow the serving of alcoholic beverages to the customers/guests of the Break a small hotel on Ocean Road. Rebecca Durkin and her husband James Durkin now have formed a Limited Liability Company and wish to transfer the liquor license to that company before the opening of the hotel that is scheduled this spring.

The restrictions that were placed on the liquor license on April 15, 2013 are as follows:

- Alcohol service ends at 10:00 p.m. inside and outside.
- Parking Plan (to include valet parking or other alternate means to handle any overflow parking) to be submitted for review and approved by the Town Council within 60 days from April 15, 2013.*
- The Council will review the operation of the business three (3) months after issuance of the Class BV Tavern Liquor License.
- Entertainment is limited to a one to two piece combination, low acoustic, not amplified music.

TOWN CLERK USE ONLY:

Consent Agenda

Carry Over to Date: _____

Approved

Unfinished Business (Date heard previous: _____)

New Business

Public Hearing – No Action Taken

ORD. # _____ **RES. #**

LCON# _____ **LIC. #**

Action Date:

Before issuance of the Class BT Liquor License, a copy of the menu for the establishment, tips certification for all employees who will be serving alcohol, a Certificate of Good Standing from the State of Rhode Island, Division of Taxation, approval from the Department of Health, and approvals from the Fire Marshall, Building Official and Tax Collector will be all needed.

*A parking plan was reviewed and approved by the Town Council on July 15, 2013.

A site plan of the first floor designated area was submitted as Exhibit #4 on April 15, 2013 and approved.

A new designated site plan has been submitted with this application.
The following is a list of restrictions on neighboring establishments.

Bon Vue Inn/Hammerhead Grille

12:00 a.m. closing of the deck
No entertainment on the deck
No bar, except for a portable bar
Deck cannot be enclosed, except for canopy to protect patrons from weather
Limited to a 30'x31' deck, substantially as shown on Plan—can be moved to comply changes from the Zoning Board of Review or the Planning Board
Only serve alcohol at tables and in conjunction with food service

Narragansett Grill

The outdoor deck capacity not exceed 24 seats (6 four person tables)
And the garage doors will be closed at 9:00PM
Food and beverage service on the deck shall cease with no person on the deck after 9:00PM
No live entertainment be allowed on the premises, including DJ's
The 6 bar stools at the existing bar are authorized in exchange of the removal of 6 existing seats in the current dining room and at the bar alcohol is allowed to be served with food
The kitchen closes at 11:00PM
Alcohol will be served at tables with food
The Dumpster is to be locked and screened and not visible from the street
(Amended November 16 2009-lifting temporary probation issued April 6 2009)

Charlie O's

There shall be a ten-foot buffer strip with protective plantings along the rear boundary (southerly and westerly sides)

Live entertainment shall be limited to a duo or single musician, with the exception of music accompanying a wedding reception or such similar event. All live entertainment shall end at midnight

Soundproofing shall be installed as part of the renovations planned for the second floor.

All new or future constructions or renovations to the property shall be limited to the existing footprint. The owner shall submit to the Town a current site plan, showing the current conditions on the site and the existing footprint.

ATTACHMENT:

1. Advertisement
2. Application Packet
3. Approved Parking Plan
4. Previous site plan

NARR TIMES

4-11-14

TOWN OF
NARRAGANSETT
PUBLIC HEARING
ALCOHOLIC BEVERAGE
LICENSE

NOTICE is hereby given by the Town Council of the Town of Narragansett, it being the Licensing Board of said Town, that the following named petitioner has applied for the Transfer of License for Class BV Tavern Alcoholic Beverage License under the provisions of Title 3 of the General Laws of Rhode Island, 1956, and amendments thereto, for their respective place of business hereinafter set forth, viz:

FROM:

Rebecca Durkin
d/b/a The Break
1208 Ocean Road
Narragansett RI
Plat L, Lot 237A

TO:

The Break, LLC
d/b/a The Break Hotel
1208 Ocean Road
Narragansett RI
Plat L, Lot 237A

Remonstrants are entitled to be heard before the granting of said License, and the Licensing Board will give such remonstrants a fair opportunity to make their objections before acting upon said application.

The above-named application will be in order for hearing at 8:00 P.M., MONDAY, April 21, 2014, at the Narragansett Town Hall, 25 Fifth Avenue, at which time and place all persons so desiring may be heard.

Individuals requesting interpreter services for the hearing impaired must call 782-0603, seventy-two (72) hours in advance of the meeting date.

By Order of the Town
Council
Anne M. Irons
Town Clerk

TOWN OF
NARRAGANSETT
PUBLIC HEARING
ALCOHOLIC BEVERAGE
LICENSE

NOTICE is hereby given by the Town Council of the Town of Narragansett, it being the Licensing Board of said Town, that the following named petitioner has applied for the Transfer of License for Class BV Tavern Alcoholic Beverage License under the provisions of Title 3 of the General Laws of Rhode Island, 1956, and amendments thereto, for their respective place of business hereinafter set forth, viz:

FROM:

Rebecca Durkin
d/b/a The Break
1208 Ocean Road
Narragansett RI
Plat L, Lot 237A

TO:

The Break, LLC
d/b/a The Break Hotel
1208 Ocean Road
Narragansett RI
Plat L, Lot 237A

Remonstrants are entitled to be heard before the granting of said License, and the Licensing Board will give such remonstrants a fair opportunity to make their objections before acting upon said application.

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Individuals requesting interpreter services for the hearing impaired must call 782-0603, seventy-two (72) hours in advance of the meeting date.

By Order of the Town
Council
Anne M. Irons
Town Clerk

STATE OF RHODE ISLAND

Narragansett

City or Town

Board of Licensing Commissioners

Application For Transfer of Beverage License

Transfer of Location _____ Name Stock _____

RETAILER CLASS: A _____ BH _____ BM _____ BT BV _____ BVL _____ C _____ D _____ DL _____ E _____ J _____ T _____

Name of Transfer applicant Rebecca Durkin Tel. # c/o Patrick J. Dougherty, Esq. 789-8400

D/B/A The Break

Address 1208 Ocean Road
Narragansett, RI 02882

The above hereby petitions the Licensing Board to transfer the said license to:
New Location (if any)

New Name (if any) The Break, LLC

If Change of Stockholder's List old & New Stockholders:

Does applicant have draft system?

Not acquired yet, but intended to be implemented

x Rebecca Durkin 2/25/14

Signature of Transferor James Durkin Date

Member 2/25/14

Signature of Transferee The Break, LLC Date

The Board of License Commissioners has set a hearing:

Date and Time: April 21, 2014 at 8:00 p.m.

Place: Council Chambers, Town Hall

on this petition and ordered the same to be duly advertised.

Anne M. Jones
For Board of License Commissioners

Town Clerk
Title

3-3-14
Date

BOARD OF LICENSING COMMISSIONERS
APPLICATION FOR LICENSE BY CORPORATION *Limited Liability Company*

RETAILER'S CLASS A.....B.....C.....D.....E.....J.....

DATE: 2/25/14

THE UNDERSIGNED APPLIES FOR A BEVERAGE LICENSE, CHECKED ABOVE, PURSUANT TO CHAPTER 7, TITLE 3, OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS AMENDED.

NAME OF BUSINESS The Break Hotel

1. NAME OF APPLICANT The Break, LLC

2. STATE -- INCORPORATED RHODE ISLAND

3. DATE ^{organized} INCORPORATED 3/29/13

4. ADDRESS OF PREMISES 1208 Ocean Road
Narragansett, RI 02882

PLAT AND LOT L/237-A

5. NAME AND ADDRESS OF ALL ^{Members} OFFICERS (FULL NAME -- FIRST, MIDDLE AND LAST)

~~PRESIDENT:~~ ^{Member} Rebecca Durkin
DOB: 4/23/63 SOCIAL SECURITY # [REDACTED]

~~VICE PRESIDENT:~~ ^{Member} James Durkin
DOB: 9/18/59 SOCIAL SECURITY # [REDACTED]

SECRETARY: N/A
DOB: _____ SOCIAL SECURITY #: _____

TREASURER: N/A
DOB: _____ SOCIAL SECURITY #: _____

6. NAME AND ADDRESS OF ALL DIRECTORS OR BOARD MEMBERS:

N/A

7. CLASSES OF ALL STOCK: N/A

(A) AMOUNT OF EACH AUTHORIZED _____
(B) AMOUNT OF EACH ISSUED _____

8. NAME AND ADDRESS OF ALL REGISTERED OWNERS OF EACH CLASS AND OF AMOUNT OWNED (ATTACH LIST IF NECESSARY)

Owned equally by the members 50%/50%

9. IF ANY OF THE ABOVE STOCK IS HYPOTHECATED OR PLEDGED, GIVE NAME AN ADDRESS OF PERSON TO WHOM PLEDGED OR HYPOTHECATED.

N/A

10. IF APPLICATION IS IN BEHALF OF UNDISCLOSED PRINCIPAL OR PARTY INTERST, GIVE DETAILS:

N/A

11. DOES APPLICANT OWN PREMISE? No IS PROPERTY MORTGAGE? No

12. IS PROPERTY LEASED? Not at this time

13. GIVE NAME AND ADDRESS OF MORTGAGOR OR LESSOR AND AMOUNT OR EXTENT

14. HAVE ANY OFFICERS, BOARD MEMBERS OR STOCKHOLDERS EVER BEEN ARRESTED OR CONVICTED OF A CRIME. IF YES, EXPLAIN No

15. WILL A DRAUGHT LINE BE ON THE PREMISES? Yes

16. IS ANY OTHER BUSINESS TO BE CARRIED ON IN PREMISES? IF YES, EXPLAIN No

17. IS ANY OFFICER, BOARD MEMBER OR STOCKHOLDER ENGAGED IN ANY MANNER AS A LAW ENFORCEMENT OFFICER? IF YES, EXPLAIN No

18. IS APPLICANT OR ANY OFFICERS, BOARD MEMBERS OR STOCKHOLDERS INTERESTED, DIRECTLY OR INDIRECTLY, AS PRINCIPAL OR ASSOCIATE, OR ANY MANNER WHATSOEVER, IN ANY RETAIL LICENSE ISSUED UNDER CHAPTER 3-7 OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS AMENDED? IF YES, EXPLAIN No

19. IS APPLICANT THE OWNER OR OPERATOR OF ANY OTHER BUSINESS? IF YES, EXPLAIN No

20. STATE AMOUNT OF CAPITAL INVESTED IN BUSINESS In excess of \$1,000,000.00

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPLICANT

CORPORATE SEAL

N/A



TOWN OF NARRAGANSETT

Town Hall • 25 Fifth Avenue • Narragansett, RI 02882

Tel. (401)782-0603 Fax (401)783-9637

Date 2/25/14

PLEASE ILLUSTRATE BELOW THE NUMBER OF BARS IN YOUR ESTABLISHMENT AND LOCATION OF SAME.

See two (2) sheets attached hereto.

BUSINESS NAME: _____

J. Durkin
The Break, LLC

SIGNATURE: _____

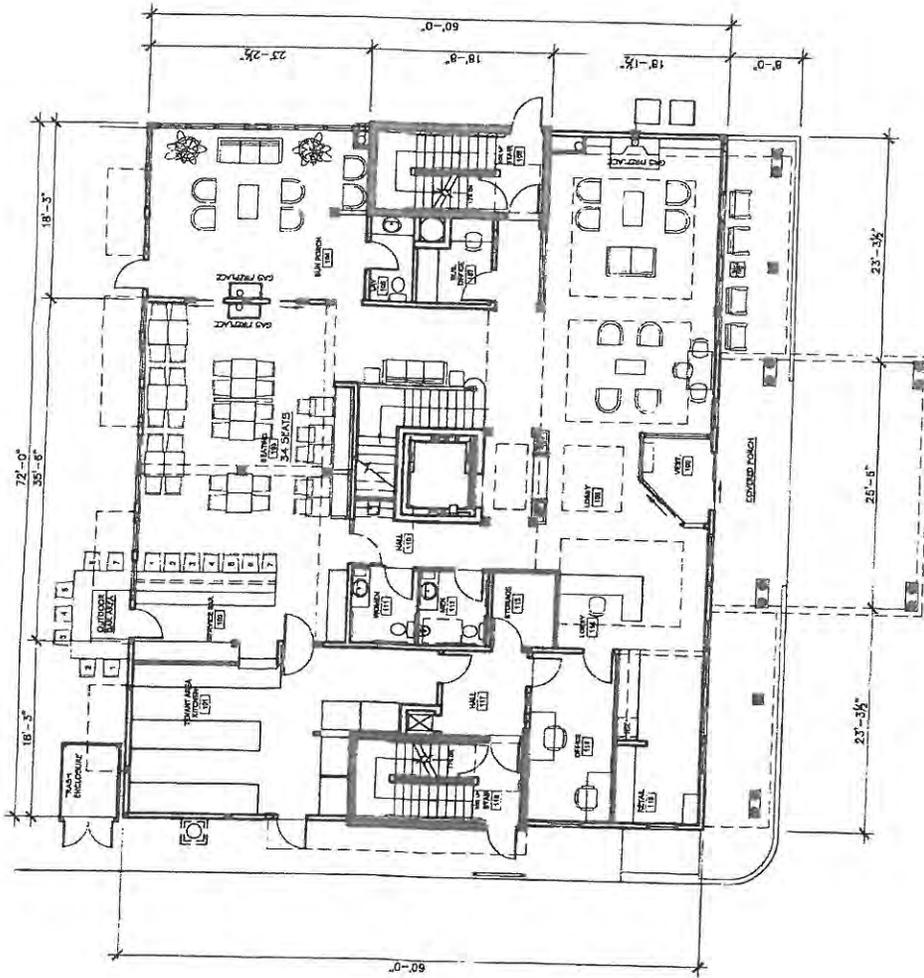
by: James Durkin, member



FRANK KARLOWICZ ARCHITECTS INC.

36 South County Commons Way, Unit A5
Westport, CT 06879
401.782.6644
401.733.2445 fax

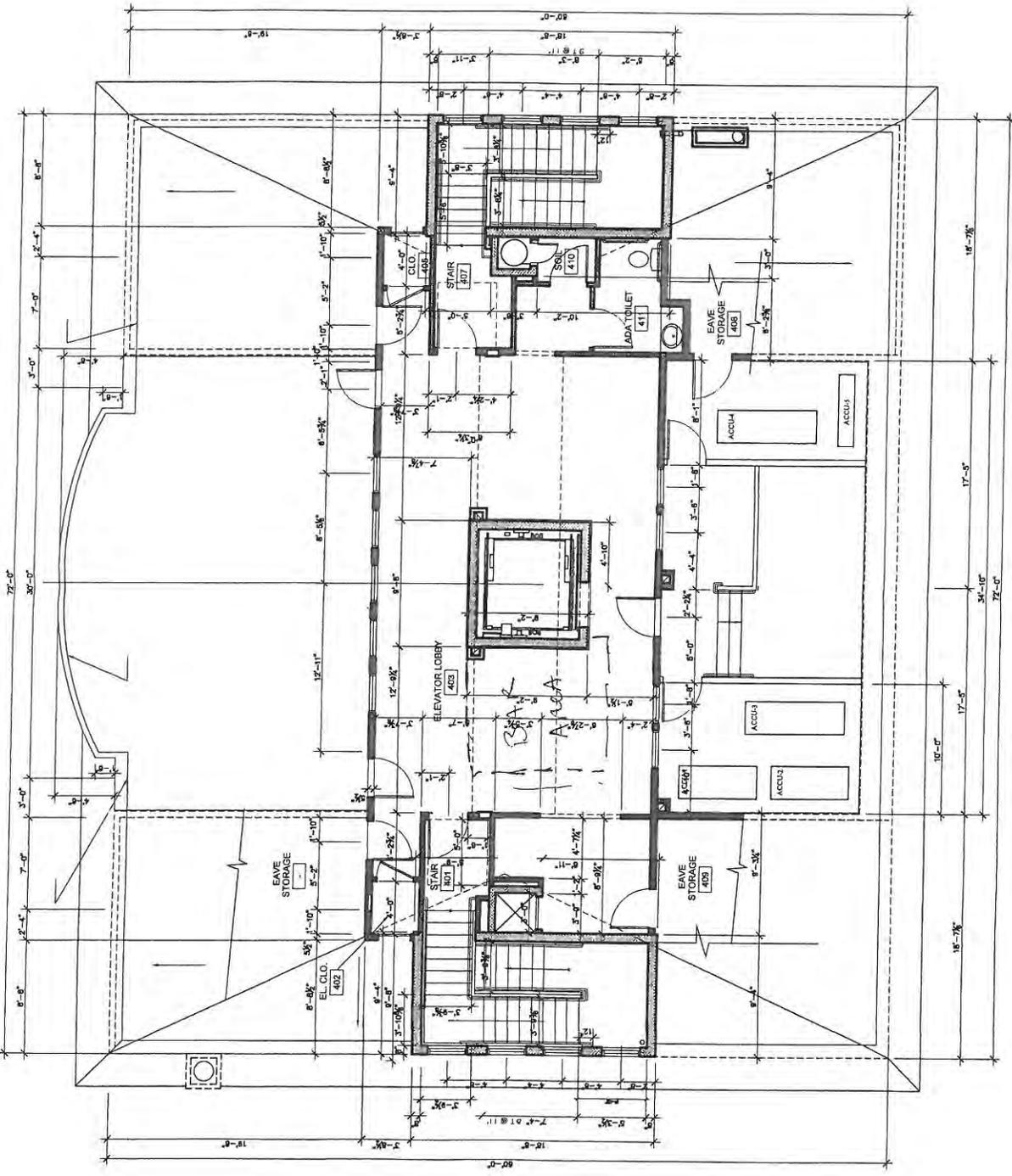
No.	Issue	Date
THE BREAK HOTEL		
Ocean Road Narragansett, RI		
FIRST FLOOR PLAN		
Project No.	01035	A1
Drawn By	BYW	
Date	April, 2013	



A FIRST FLOOR PLAN
3/22' = 1/8"

Handwritten notes:
D.L.O. d 2-22-13-14
7/1/13

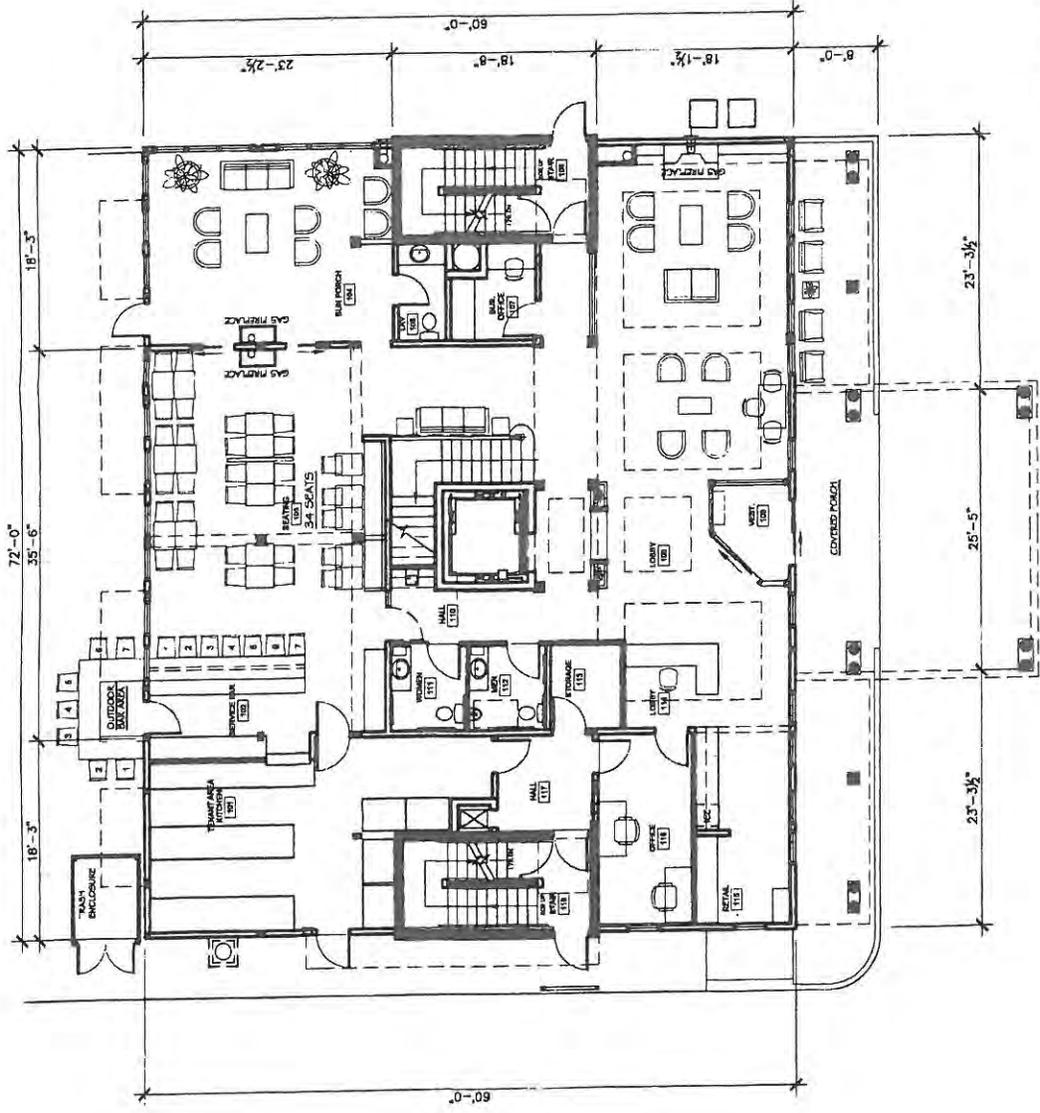
Revised 2-25-14





FRANK RANPOWICZ ARCHITECTS INC.
 26 South County Commons Way, Unit A5
 Warrick, RI 02879
 401.782.6604
 401.788.1245 fax

No.	Issue	Date
THE BREAK HOTEL Ocean Road Narragansett, RI FIRST FLOOR PLAN		
Project No. 10135	Drawn By: EMW	Date: April 8, 2013
A		A1



A FIRST FLOOR PLAN
 3/32" = 1'-0"

Exhibit #4 4-15-13

Supplemental Parking Plan for:

2013 JUN 14 PM 1:00

**The Break Hotel
1208 Ocean Road
Narragansett, RI 02882**

At the April 15, 2013 town council meeting, the Town Council approved Rebecca Durkin's petition for a new liquor license to be issued to her for a Class BV Tavern Liquor License for The Break Hotel. One of the conditions was that she submit a "Parking Plan (to include valet parking or other alternate means to handle any overflow parking) to be submitted for review and approved by the Town Council within 60 days from April 15, 2013."

The proposed site plan approved in connection with the Special Use Permit for the inn project dated July 26, 2006, (with last revision dated March 12, 2007) clearly depicts 24 approved parking spaces on site. It was previously determined that this number of spaces was sufficient for the inn project which included dining facilities in the plans. Other parking contingencies have been made in contemplation of the potential need for additional parking facilities for overflow above the 24 spaces on site and in accordance with the condition for the approval of the liquor license as follows:

1. United Parking LLC, an existing valet and parking services company which has a proven track record in Narragansett through the provision of such services in connection with the Coast Guard House restaurant and bar, has agreed to provide valet parking services for The Break Hotel if necessary. A copy of a Letter of Intent and their brochure and business card of the President and Owner is attached hereto and made a part hereof.
2. Agreements have been reached with the owners of Assessor's Plat L, Lots 286 and 232 (located in close proximity to the site) to allow for use on an as needed basis of these lots for overflow parking to service patrons of The Break Hotel so as not to create conditions offensive to the surrounding area and property owners.

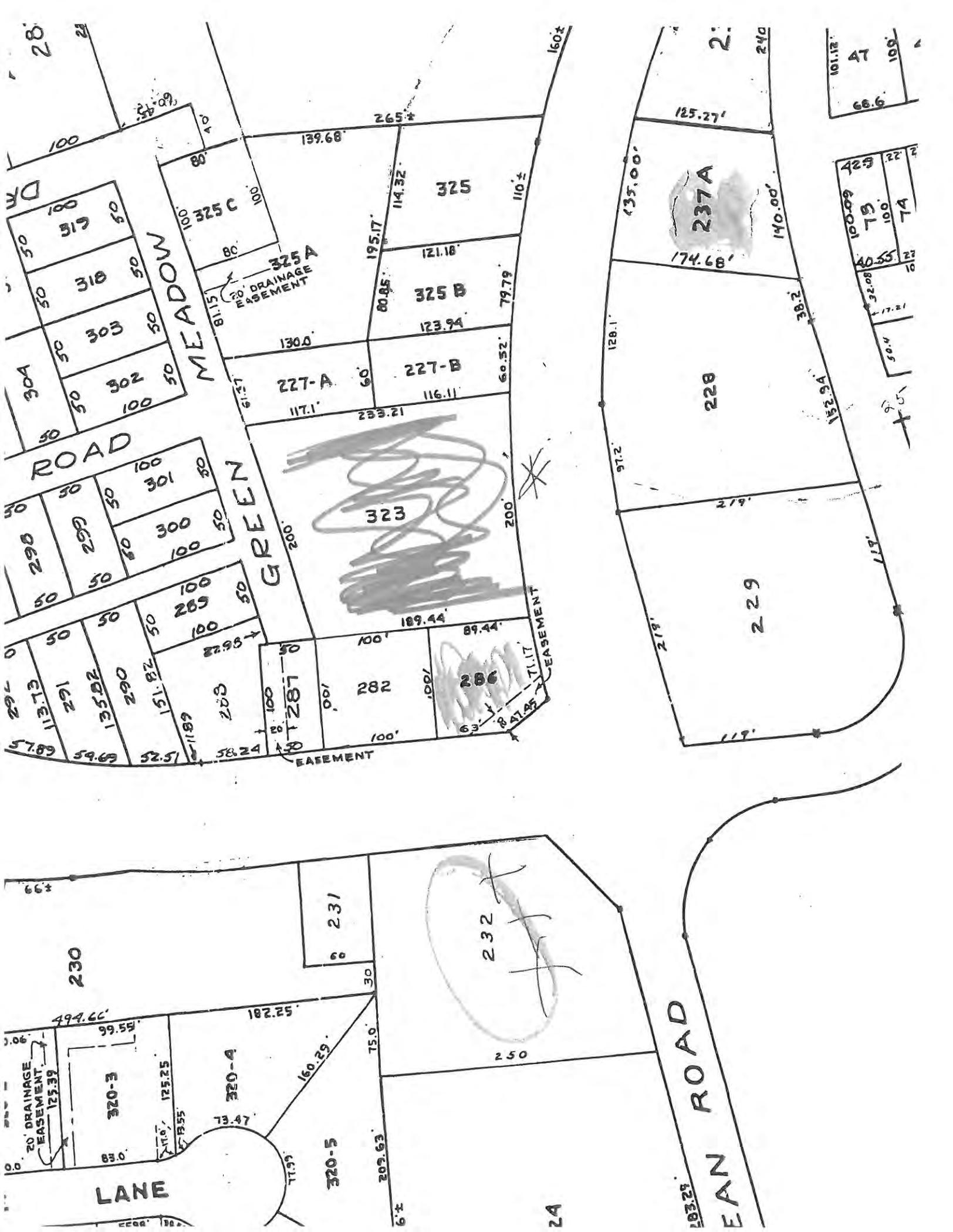
S/be 323

Plan submitted for
Rebecca Durkin d.b.a. The Break Hotel
By her attorney,



Patrick J. Dougherty, Esquire
887 Boston Neck Road, Suite #1
Narragansett, RI 02882
Ph: 401-789-8400
Fax: 401-789-8401
pjdoughertylaw@verizon.net

Dated: June 14, 2013



28'

MEADOW ROAD

GREEN ROAD

DEAN ROAD

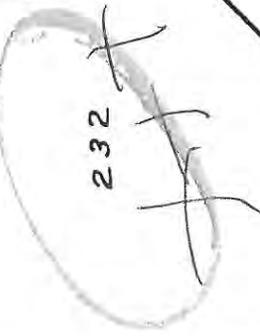
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Valet & Parking Management Services for the greater Rhode Island area ...

June 14, 2013

Kenneth A Zorabedian
President
kaz@
unitedparkingvalet.com

Re: Letter of intent to provide valet and parking management services.

To whom it may concern,

9/10/1208

United Parking LLC will provide The Break (located at 2108 Ocean Road in Narragansett, Rhode Island with a valet and parking management service upon opening per request.

Robert Zorabedian
V. President
rmz@
unitedparkingvalet.com

United Parking LLC is provided with both Commercial General Liability and Garage Keepers' Legal Liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate. United Parking LLC also has workers compensation / employee's liability and a One Hundred Thousand Dollar (\$100,000.00) employee dishonesty bond. Upon opening, and hiring United Parking LLC for service, United Parking LLC will list The Break as additionally insured.

Gary Nahabedian
Director of H. R.
gmn@
nitedparkingvalet.com

United Parking LLC has strong ties with the citizens of Narragansett. As an Ocean Tides School supporter and Board member I am vested in the Narragansett community. This year will mark our sixth season providing the valet service for The Coast Guard House as well as The Narragansett Towers.

Ryan Franco
Director of Operations
rmf@
unitedparkingvalet.com

If there are any questions on logistics, service, or our coverage please contact me direct anytime. For more information on United Parking LLC please visit our website at www.UnitedParkingValet.com.

Regards,

Kenneth A Zorabedian
Owner / President
United Parking LLC
Direct: 401.871.8977
kaz@unitedparkingvalet.com

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____

Amend No. _____

Date Prepared: April 15, 2014
Council Meeting Date: April 21, 2014

TO: Pamela T. Nolan, Town Manager
FROM: Anne M. Irons, CMC-Town Clerk
SUBJECT: A Public Hearing – Aunt Carrie’s Inc.1240 Ocean Road,
Narragansett, RI, Plat L, Lot 233

RECOMMENDATION:

That the Town Council hold a public hearing on the application for a new liquor license for a Class BV-Limited Liquor License Aunt Carrie’s Inc.1240 Ocean Road, Narragansett, RI, Plat L, Lot 233.

SUMMARY:

Aunt Carrie’s Inc. has applied for a new BV Limited Liquor License. A BV Limited Liquor license will allow the serving of beer and wine to the customers that will be dining inside at Aunt Carrie’s Inc. It is necessary to advertise and hold a public hearing in order that remonstrants have a right to be heard within 200 feet of any point of the premises where liquor is to be served and/or consumed.

This public hearing was scheduled at the March 17, 2014 council meeting.

The following is a list of restrictions on neighboring establishments

The Break

- Alcohol service ends at 10:00 p.m. inside and outside.
- Parking Plan (to include valet parking or other alternate means to handle any overflow parking) to be submitted for review and approved by the Town Council within 60 days from April 15, 2013.*
- The Council will review the operation of the business three (3) months after issuance of the Class BV Tavern Liquor License.

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

- Entertainment is limited to a one to two piece combination, low acoustic, not amplified music.

Bon Vue Inn/Hammerhead Grille

12:00 a.m. closing of the deck
No entertainment on the deck
No bar, except for a portable bar
Deck cannot be enclosed, except for canopy to protect patrons from weather
Limited to a 30'x31' deck, substantially as shown on Plan—can be moved to comply changes from the Zoning Board of Review or the Planning Board
Only serve alcohol at tables and in conjunction with food service

Narragansett Grill (Formerly Drunken Clam)

The outdoor deck capacity not exceed 24 seats (6 four person tables)
And the garage doors will be closed at 9:00PM
Food and beverage service on the deck shall cease with no person on the deck after 9:00PM
No live entertainment be allowed on the premises, including DJ's
The 6 bar stools at the existing bar are authorized in exchange of the removal of 6 existing seats in the current dining room and at the bar alcohol is allowed to be served with food
The kitchen closes at 11:00PM
Alcohol will be served at tables with food
The Dumpster is to be locked and screened and not visible from the street
(Amended November 16 2009-lifting temporary probation issued April 6 2009)

Charlie O's

There shall be a ten-foot buffer strip with protective plantings along the rear boundary (southerly and westerly sides)
Live entertainment shall be limited to a duo or single musician, with the exception of music accompanying a wedding reception or such similar event. All live entertainment shall end at midnight
Soundproofing shall be installed as part of the renovations planned for the second floor.
All new of future constructions or renovations to the property shall be limited to the existing footprint. The owner shall submit to the Town a current site plan, showing the current conditions on the site and the existing footprint.

Before issuance of the Class BV Limited Liquor License, a copy of the menu for the establishment, tips certification for all employees who will be serving alcohol, a Certificate of Good Standing from the State of Rhode Island, Division of Taxation, approval from the Department of Health, and approvals from the Fire Marshall, Building Official and Tax Collector will be all needed.

ATTACHMENT:

- 1. Advertisement**
- 2. Application**

NARR. TIMES

4-4-14, 4-11-14

**TOWN OF
NARRAGANSETT
PUBLIC HEARING
ALCOHOLIC BEVERAGE
LICENSE**

NOTICE is hereby given by the Town Council of the Town of Narragansett, it being the Licensing Board of said Town, that the following named petitioner has applied for a Class BV Limited Alcoholic Beverage License under the provisions of Title 3 of the General Laws of Rhode Island, 1956, and amendments thereto, for their respective place of business hereinafter set forth, viz:

**Aunt Carrie's Inc.
d/b/a Aunt Carrie's
Elsie J. Foy, President
1240 Ocean Road
Narragansett, RI
Plat L, Lot 233**

Remonstrants are entitled to be heard before the granting of said License, and the Licensing Board will give such remonstrants a fair opportunity to make their objections before acting upon said application.

The above-named application will be in order for hearing at 8:00 P.M., MONDAY, April 21, 2014, at the Narragansett Town Hall, 25 Fifth Avenue, at which time and place all persons so desiring may be heard.

Individuals requesting interpreter services for the hearing impaired must call 782-0603, seventy-two (72) hours in advance of the meeting date.

**By Order of the Town
Council
Anne M. Irons, CMC
Town Clerk**

**TOWN OF
NARRAGANSETT
PUBLIC HEARING
ALCOHOLIC BEVERAGE
LICENSE**

NOTICE is hereby given by the Town Council of the Town of Narragansett, it being the Licensing Board of said Town, that the following named petitioner has applied for a Class BV Limited Alcoholic Beverage License under the provisions of Title 3 of the General Laws of Rhode Island, 1956, and amendments thereto, for their respective place of business hereinafter set forth, viz:

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Elsie J. Foy, President
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Narragansett, RI
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**By Order of the Town
Council
Anne M. Irons, CMC
Town Clerk**

BOARD OF LICENSING COMMISSIONERS
APPLICATION FOR LICENSE BY CORPORATION

RETAILER'S CLASS A.....B.....C.....D.....E.....J.....
LIMITED

DATE: 1/27/14

THE UNDERSIGNED APPLIES FOR A BEVERAGE LICENSE, CHECKED ABOVE, PURSUANT TO CHAPTER 7, TITLE 3, OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS AMENDED.

NAME OF BUSINESS Aunt Carrie's Inc.

1. NAME OF APPLICANT Elsie Foy

2. STATE -- INCORPORATED RHODE ISLAND

3. DATE INCORPORATED 1984

4. ADDRESS OF PREMISES 1240 Ocean Road

PLAT AND LOT Plat L Lot 233

5. NAME AND ADDRESS OF ALL OFFICERS (FULL NAME -- FIRST, MIDDLE AND LAST)

PRESIDENT: Elsie J. Foy
DOB: 1/27/54 SOCIAL SECURITY #: [REDACTED]

VICE PRESIDENT: Amy M. Foy
DOB: 3/13/78 SOCIAL SECURITY #: [REDACTED]

SECRETARY: Laura J. Perron
DOB: 8/11/82 SOCIAL SECURITY #: [REDACTED]

TREASURER: _____
DOB: _____ SOCIAL SECURITY #: _____

6. NAME AND ADDRESS OF ALL DIRECTORS OR BOARD MEMBERS: N/A

Elsie Foy 158 BISCUIT CITY RD CHARLESTOWN
AMY Foy 1270 Ocean Rd. NARRAGANSETT
Laura Perron 207 NARROW WANE CHARLESTOWN

7. CLASSES OF ALL STOCK:

(A) AMOUNT OF EACH AUTHORIZED 100
(B) AMOUNT OF EACH ISSUED no par value

8. NAME AND ADDRESS OF ALL REGISTERED OWNERS OF EACH CLASS AND OF AMOUNT OWNED (ATTACH LIST IF NECESSARY)

49% Elsie J. Foy 158 BISCUIT CITY RD CHARLESTOWN
26 Wm. Cooper Foy Family TRUST - ELSIE FOY, trustee
12.5 Amy M. Foy 1270 OCEAN RD NARRAGANSETT
12.5 Laura J. Perron - 207 NARROW WANE CHARLESTOWN

9. IF ANY OF THE ABOVE STOCK IS HYPOTHECATED OR PLEDGED, GIVE NAME AN ADDRESS OF PERSON TO WHOM PLEDGED OR HYPOTHECATED. N/A

10. IF APPLICATION IS IN BEHALF OF UNDISCLOSED PRINCIPAL OR PARTY INTERST, GIVE DETAILS: N/A

11. DOES APPLICANT OWN PREMISE? yes IS PROPERTY MORTGAGE? no

12. IS PROPERTY LEASED? no

13. GIVE NAME AND ADDRESS OF MORTGAGOR OR LESSOR AND AMOUNT OR EXTENT

14. HAVE ANY OFFICERS, BOARD MEMBERS OR STOCKHOLDERS EVER BEEN ARRESTED OR CONVICTED OF A CRIME. IF YES, EXPLAIN N/A

15. WILL A DRAUGHT LINE BE ON THE PREMISES? no

16. IS ANY OTHER BUSINESS TO BE CARRIED ON IN PREMISES? IF YES, EXPLAIN FOOD SERVICE

17. IS ANY OFFICER, BOARD MEMBER OR STOCKHOLDER ENGAGED IN ANY MANNER AS A LAW ENFORCEMENT OFFICER? IF YES, EXPLAIN N/A

18. IS APPLICANT OR ANY OFFICERS, BOARD MEMBERS OR STOCKHOLDERS INTERESTED, DIRECTLY OR INDIRECTLY, AS PRINCIPAL OR ASSOCIATE, OR ANY MANNER WHATSOEVER, IN ANY RETAIL LICENSE ISSUED UNDER CHAPTER 3-7 OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS AMENDED? IF YES, EXPLAIN

19. IS APPLICANT THE OWNER OR OPERATOR OF ANY OTHER BUSINESS? IF YES, EXPLAIN N/A

20. STATE AMOUNT OF CAPITAL INVESTED IN BUSINESS existing business since 1920

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Elsie J. Joy
APPLICANT

CORPORATE SEAL



TOWN OF NARRAGANSETT

Town Hall • 25 Fifth Avenue • Narragansett, RI 02882

Tel. (401)782-0603 Fax (401)783-9637

Date 1/27/14

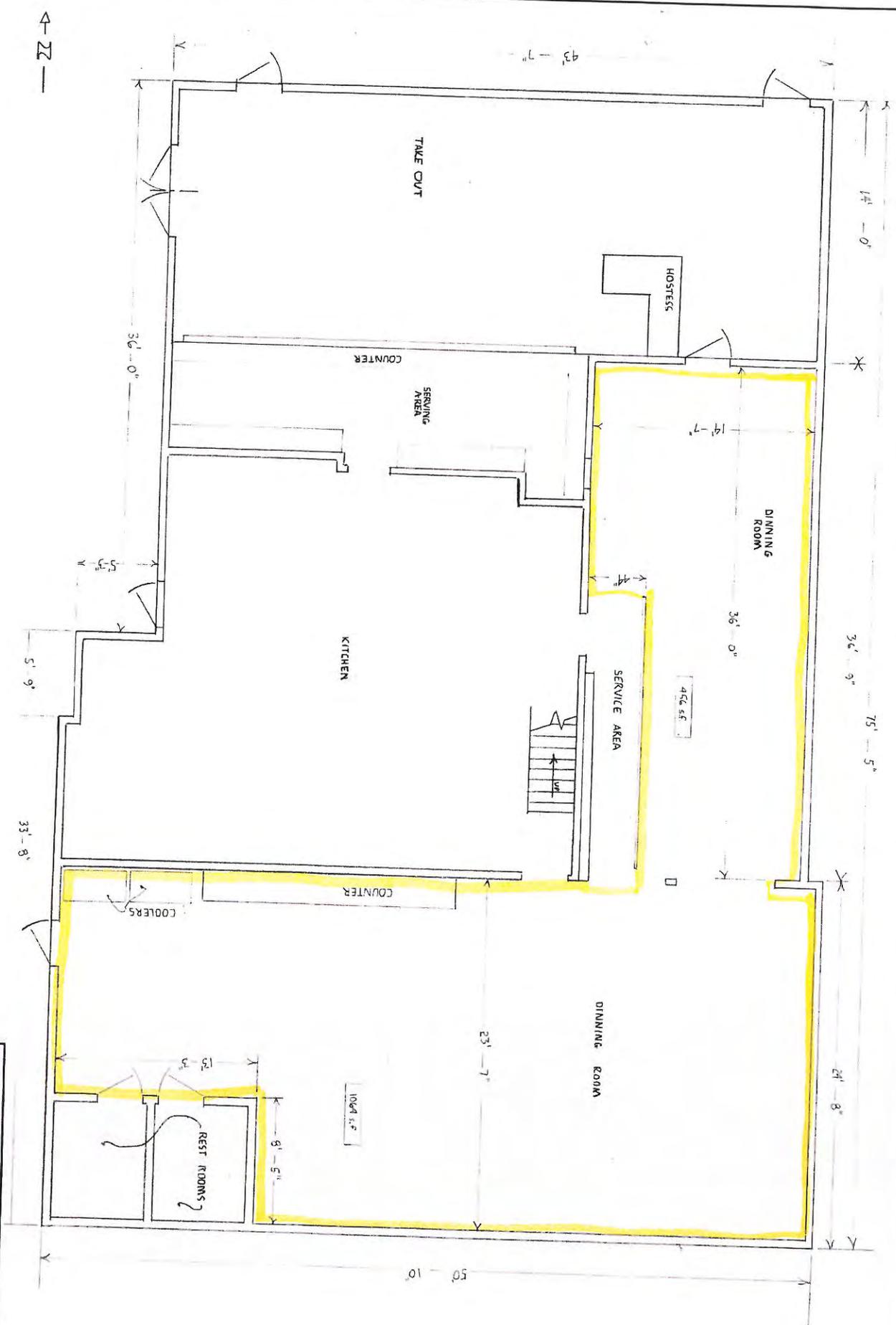
PLEASE ILLUSTRATE BELOW THE NUMBER OF BARS IN YOUR ESTABLISHMENT AND LOCATION OF SAME.

will not be any -

Beer and wine would be served by waitstaff only at dining tables.

BUSINESS NAME: Aunt Carrie's Inc.

SIGNATURE: Eldie Fay



AUNT CARRIE'S

SCALE: 1/4" = 1'	DATE: 3-2014	PROJECT: WILCOX BROS. CONSTRUCTION INC.	LIC # 2204
DRAWING NUMBER: 001		DRAWING DATE: 3-2014	

The addition is necessary for the following reasons :

1. make existing bathrooms comply with ANSI A117.1-1986 providing accessibility and usability for physically handicapped people
2. Provide more space for mop sink, hand sink, and three pot sink and drainboard

Data related to the proposed 165 sq. ft. addition

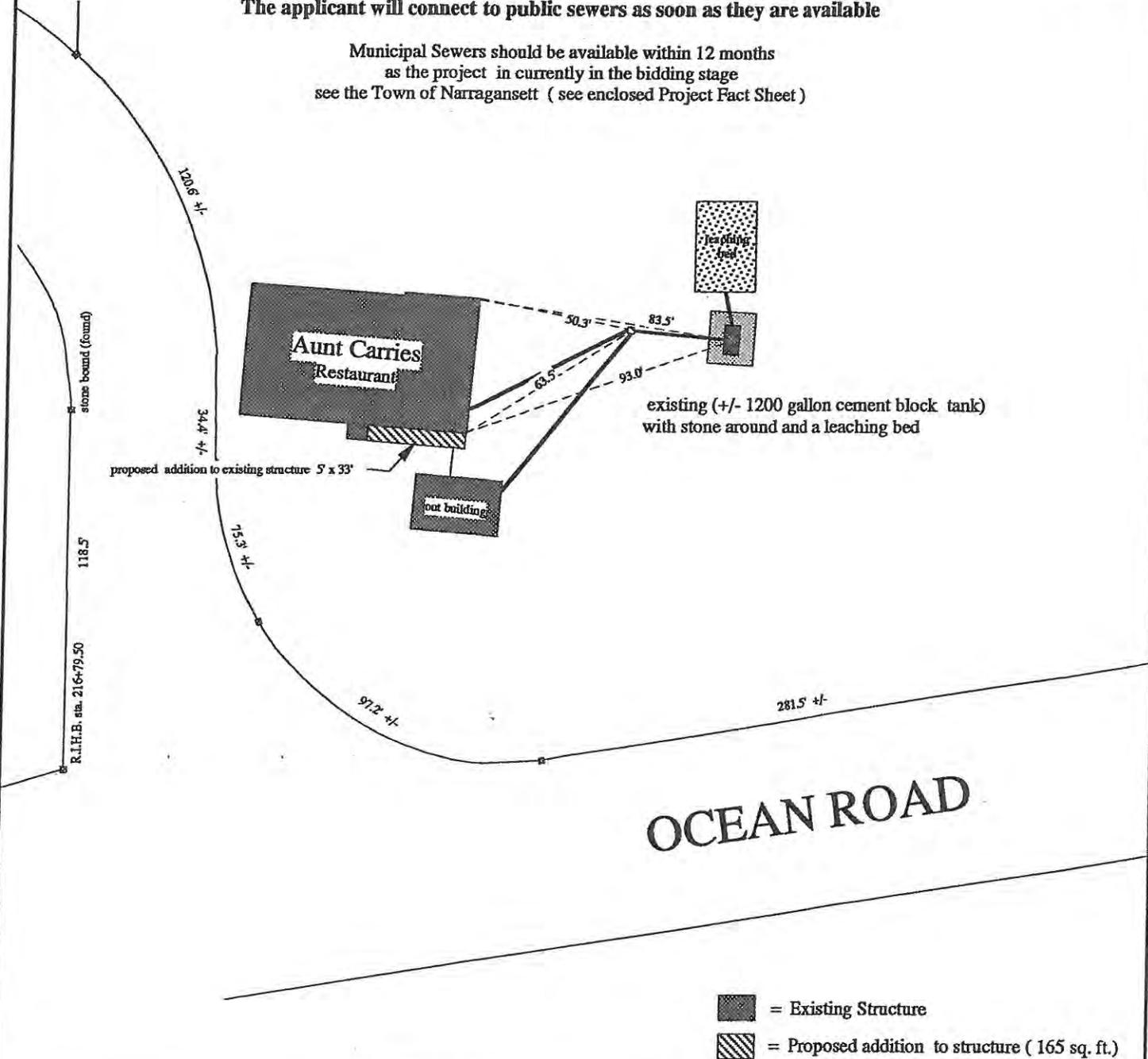
3375 square feet of existing space
 165 square feet of proposed addition

less than a 5% increase in floor space is proposed
 no more seats are proposed with this addition



The applicant will connect to public sewers as soon as they are available

Municipal Sewers should be available within 12 months
 as the project is currently in the bidding stage
 see the Town of Narragansett (see enclosed Project Fact Sheet)



PROPERTY OF:
 COASTAL ENGINEERING GROUP, INC.
 ERNEST D. GEORGE, JR. P.E.
 PO BOX 5245 WAKEFIELD, RI 02879

SCALE: 1" = 50'
 DATE: November 1995
 REVISIONS:
 SHEET ____ OF ____

Existing Site Plan for:
William Cooper Foy Family Trust
 1240 Ocean Road Narragansett, RI
 Plat L Lot 233

AUNT CARRIE'S

*Celebrating 94 years
Family Owned and Operated Since 1920
Elsie Foy and Family*



*A James Beard "American Classic" Award Winner
Honored as Rhode Island's 'Authentic South County'
Featured on Diners, Drive-ins and Dives*

RHODE ISLAND SHORE DINNERS

Our Rhode Island Shore Dinners starts with a bowl of clam chowder and four clam cakes. The next course is a full order of steamed clams with melted butter, followed by a fish & chip plate.

*Enjoy your Shore Dinner with or without a fresh 1 ¼ lb. Lobster!
Finish off with your choice of one of our homemade desserts - Priced Daily*

****Ask your server about our Mini Shore Dinner!****

COMPLETE DINNERS

Dinners include a Cup of Chowder, Salad or Coleslaw, French Fries or Mashed Potatoes, Homemade Bread Basket, and your choice of one of our Homemade Desserts.

Upgrade to a Bowl of Chowder for 99¢

Steamed Clams *A generous portion of fresh steamers served with plenty of melted butter - Priced Daily*

Hot Lobster *Fresh 1 ¼ lb. Lobster from Point Judith served with freshly drawn butter - Priced Daily*

Lobster Salad *Served on a bed of tossed greens 29.99*

Fried Whole Belly Clams *Freshly shucked and hand-breaded - Priced Daily*

Fried Strip Clams *Fresh from local waters - 22.79*

Fried Bay Scallops *Small and sweet 24.79 or Fried Shrimp medium sized 24.79*

Coconut Shrimp *Golden brown and served with sweet and sour sauce - 24.99*

Fried Calamari *Lightly seasoned, served with hot pepper rings - 22.99*

Fish and Chips *Fresh local Point Judith Flounder, a mild tasting, flat white fish lightly breaded - 21.99*

Seafood Platter *Fried Samplings of our Whole Clams, Strip Clams, Shrimp, Fish, and Bay Scallops, with French Fries and one Clam Cake - 29.99*

Seafood Platter Deluxe *The full seafood platter plus a side of Lobster Salad - 34.99*

Catch of the day *Check with your server for today's selection - Priced Daily*

Broiled Swordfish *Fresh hand-cut on premises - Priced Daily*

Broiled Sea Scallops *Native sea scallops broiled with our homemade topping - Priced Daily*

Double Hamburger* *Served with lettuce, tomato, and pickles - 18.99*

Broiled Half Chicken *Seasoned with herbs and spices - 22.99*

Chicken Tenders *Served with your choice of dipping sauce 19.99*

Broiled Steak* *Broiled with Phil's seasonings- 26.99*

We do our best to bring you the freshest seafood possible, however, due to Mother Nature and market conditions, certain menu items may not be available.

Fresh Seafood selections may occasionally contain bones or shells. Please be careful.

**Consuming raw or undercooked foods may cause illness. All food may come in contact with shellfish.*

Please inform your server if you have a food allergy, many items may be served gluten free, just let us know.

PLATES

Plates Include French Fries or Mashed Potatoes, Salad or Coleslaw, and our Homemade Bread Basket.

Steamed Clams A generous portion of fresh soft-shelled clams served with plenty of melted butter - Priced Daily

Hot Lobster Fresh 1 ¼ lb. Lobster from Point Judith served with freshly drawn butter - Priced Daily

Fried Whole Belly Clams Freshly shucked and hand-breaded - Priced Daily

Fried Strip Clams Fresh from local waters - 16.79

Fried Bay Scallops Small and sweet - 18.79 or **Fried Shrimp** Medium sized shrimp 18.79

Coconut Shrimp Golden brown served with sweet and sour sauce 18.99

Fried Calamari Point Judith catch lightly seasoned, served with hot pepper rings - 16.99

Fish and Chips Fresh local Point Judith Flounder, a mild tasting, flat white fish lightly breaded - 15.99

Seafood Platter Fried Samplings of our Whole Clams, Strips, Shrimp, Fish, Scallops and one Clam Cake 23.99

Seafood Platter Deluxe All of the above, plus a side of Lobster Salad - 28.99

Catch of the Day Ask your server for today's selection - Priced Daily

Broiled Swordfish Fresh swordfish steaks hand-cut on premises - Priced Daily

Broiled Sea Scallops Native sea scallops broiled with our homemade topping - Priced Daily

Double Hamburger* Served with lettuce, tomato, and pickles - 12.99

Broiled Half Chicken Seasoned with herbs and spices - 16.99

Chicken Tenders Served with your choice of dipping sauce 13.99

Broiled Steak* Broiled with Phil's seasonings - 21.99

CHOWDER

Our original 1920 recipe! Your choice of milk, tomato, or plain. Milk and plain are gluten free.

Cup 3.65 Bowl 5.79

CLAM CAKES

Made from scratch, our award-winning clam fritters are a must for the full Aunt Carrie's experience. Great for dunking in chowder or as an appetizer!

Dozen 7.79 Half Dozen 4.15

COMBO

For a tasty treat, enjoy three Clam Cakes and a bowl of your favorite chowder.

7.90

A LA CARTE & SIDE ORDERS

FISH & CHIPS Small 10.99 Large 12.99

Our Point Judith Flounder is a mild tasting flat white fish, lightly breaded and served with fries & a small coleslaw.

Fried Whole Clams Priced Daily

Fried Strip Clams 10.49

Fried Bay Scallops 12.79 **Fried Shrimp** 12.79

Fried Calamari 9.99 **Coconut Shrimp** 12.99

Chicken Tenders 7.99

Pan of Steamed Clams Priced Daily

1 ¼ lb. Point Judith Lobster Priced Daily

Steamed Clams & Hot Lobster Priced Daily

French Fries Sm 2.50 Lg 3.75

Onion Rings** 4.69

Stuffed Quahogs (2) 3.75

Side Salad or Coleslaw 3.25

Hot Veggie 3.25

Fresh Sweet Corn (in season) 2.39

Homemade Bread Basket 3.50

A Large Veggie Plate 6.75

Many items may be served GF please ask. ** Cooked in seafood fryers.

SANDWICHES AND ROLLS

Add French Fries and Small Coleslaw to any sandwich or roll for 2.99

Add Cup of Chowder and Two Clam Cakes for 4.50

Fried Flounder Sandwich 6.99

Served on a bulky roll with lettuce & tomato

Classic B.L.T. on homemade bread 6.59

Grilled Cheese and Tomato 4.69

Tuna Roll served on bulky roll with lettuce & tomato 5.99

Tuna Salad served on homemade bread 6.99

Fried Strip Clam Roll 6.25

Fried Bay Scallops 6.49 **Fried Shrimp Roll** 6.49

Fried Whole Belly Clams priced daily

Chicken Tender Sandwich served on bulky roll

with lettuce and tomatoes 7.79



LOBSTER SANDWICHES AND ROLLS

Succulent lobster meat mixed with mayonnaise, served with lettuce on a perfectly grilled roll.

Try it hot with a side of freshly drawn butter—a staff favorite!

Traditional Lobster Roll 15.49 **on Our Homemade Bread** 18.49

Aunt Carrie's B.L.T. bacon, lobster and tomato on homemade bread 19.49

SALADS

Large garden salad served with cucumbers, tomatoes, red onions, and croutons.

Topped with your choice of:

Lobster Salad mkt price

Broiled Sea Scallops mkt price

Tuna Salad 12.99

Fried Shrimp or Fried Bay Scallops 14.99

Chicken Tenders 12.99

BEVERAGES

Coffee or Tea (with refills) 2.50

Unsweetened Iced Tea (with refills) 2.99

Iced Coffee, Lemonade or

Arnold Palmer (with refills) 2.99

Can of Soda - 1.85

(Coke, Cherry Coke, Diet Coke, Sprite, Fresca, Ginger Ale, Root Beer, Orange and Diet Root Beer)

Dasani Bottled Water 1.85 **Perrier** 2.95

Old New England Flavored Seltzer 2.25

Old Fashion Root Beer Float 4.75

DESSERTS

Our bakers can be found early every morning making pies from scratch, and baking fresh bread. Be sure to ask about our seasonal pies and daily specials. Or try a warm bowl of Indian Pudding, a traditional South County dessert made with cornmeal, molasses and spices, one of Aunt Carrie's original recipes. Check with your server for whole pies and breads to take home!

Is There Really An Aunt Carrie?

Yes, there really was an Aunt Carrie and wow what would she think as we start our count down to 100!

Carrie Cooper and her husband Ulysses lived in Connecticut and enjoyed riding to Narragansett with their six children, cramped in a Model-T. They came to fish, swim, and camp-out on the beach. Ulysses talked about the fact there was no place in Point Judith to get anything cold to drink.

Soon, the family started selling cold lemonade to the fishermen and the other campers. Brought up on a farm, Carrie always made use of everything. The children would bring clams to her and she would make chowder. Her corn fritter recipe soon became her original clam cake recipe. Of course, the smell would travel to all the other campers and fishermen around. Every time she made a batch, someone would stop and ask her what she was making. And of course, the more people who tasted them, the more she would have to make. Ulysses thought maybe they should try selling the clam cakes and chowder along with their lemonade.

A small stand was built down near where the Point Judith Lighthouse stands now. Ulysses later bought the property where the restaurant is now located, and the construction of the building was completed in 1920. The counter area and front dining room is the original structure, and over several years, the building has grown.

And how did Aunt Carrie's get its name? Well, besides their six children, lots of nieces and nephews came along to the beach. Someone always seemed to be calling "Aunt Carrie!" It soon became known as Aunt Carrie's.

Over the years, many of Carrie's relatives have worked here. The white-haired lady most of you think of as Aunt Carrie was actually her daughter, Gertrude. Gertrude married William Foy, who worked at the restaurant while his family camped here in the summers. Gertrude and William took over the restaurant in 1953 when her father, Ulysses, died and her mother retired. The kitchen was then expanded to its present size. In 1964, Aunt Carrie died.

In 1984, the next generation — son Bill and daughter-in-law Elsie, with the help of Gertrude and William took over. William died in 1991 and Gertrude died in 1997. Many of you will remember William or Bill as he was know, as the bald gentleman who worked in the middle of the kitchen.

In 1994, Bill, their son died. Elsie now runs the restaurant with the help of her daughters, Amy and Laura; son-in-law Phillip Perron and a wonderful staff. Aunt Carrie's fourth generation and sometimes fifth generation can be found here. Some years great-great nieces or nephews can be also working for the summer.

Take time to look around at some of the old pictures. You may even find someone you know. If you are around very early in the morning, you will find our bakers busy making pies from scratch and our homemade breads. Pies and breads go quickly so make sure to order some to take home.

We hope you enjoy your time with us. Walk down to the beach, stop by for an ice cream treat featuring Rhode Island made ice cream and visit our gift shoppe featuring several local artist located across the street.

1240 Ocean Road Narragansett, RI 02882 401 783-7930

Located at the end of Route 108 and Ocean Road

April, May & September

Friday - Sunday

At 11:30

Memorial Day - Labor Day

Daily

At 11:30

**Visit us at www.auntcarriesRI.com and join our e-mail club for specials or
check out are on line store.**

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____

Amend No. _____

Date Prepared: March 31, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Michael DeLuca, Community Development Director
SUBJECT: Community Development Disaster Relief Block Grants

RECOMMENDATION:

To HOLD A PUBLIC HEARING on the 2014 Community Development Block Grant – Disaster Relief (CDBG-DR) application.

To ADOPT A RESOLUTION in support of the three pending applications for CDBG funding in this year’s disaster relief grant round.

SUMMARY:

On April 15, 2014, the Planning Board considered three (3), requests for funding of CDBG-DR projects totaling \$700,000. This program addresses Hurricane Sandy related damage to public facilities in the Town of Narragansett. Under State Law a public hearing is required before the Town Council, following Planning Board review, to take testimony from town staff and/or individual non-profit organizations requesting funds as a sub-recipient of the Town in order to fully understand each proposal.

Disaster Relief funding in this grant round totals \$19.24 million. Due to the damage caused along the state’s coastline 80% of this total is designated to Washington County. The Departments of Community Development and Engineering have collaborated to propose three projects for consideration:

Debris Management Plan	\$ 25,000
Floodproofing at Scarborough Wastewater Treatment Facility	\$500,000
Emergency Stand-by Power for Stanton Ave Pump Station	\$175,000
Administration	\$ 70,000

TOWN CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

Following the hearing the Town Council must deliberate to determine if they support the request of funding from the State for these projects. The final decision must be made via resolution in order that the staff may promptly assemble and submit the Town's request by the May 2, 2014 deadline.

ATTACHMENTS:

1. List of projects with descriptions
2. Planning Board correspondence

Town of Narragansett, Rhode Island
HUD\CDBG Funding Application Narrative
Project – Contracting for Creation of a Debris Removal Plan.
December 2013

1. Description of Hurricane Sandy Impact on Facility\Infrastructure

The storm winds and precipitation from Hurricane Sandy, Hurricane Irene and Winter Storm NEMO caused significant damage and left tons of debris on roads and other public properties throughout the entire Town of Narragansett. The Town's 14 miles of oceanfront were particularly hard hit. Dozens of utility poles were toppled by the wind and rain resulting in loss of power throughout the Town. Line power in this area was out for about four (4) days after Irene, five (5) days after Sandy and three (3) days after NEMO. Falling trees blocked roads, downed wires, damaged buildings also impacted the recovery effort. Other impacts from these storm events included localized flooding blocking access to and from certain low-lying areas such as the Town Beach.

2. Critical Need

The Town of Narragansett is geographically located in a high danger area for tropical storms being situated on two peninsulas, (Boston Neck and Point Judith) and directly exposed to the ocean on the south and east. When tropical storms and nor'easters make landfall it is often these areas taking the brunt of the initial surge. Out of necessity the Town Departments of Public Works, Engineering and Recreation , along with Police and Fire Departments have evolved their practices over the years to prepare for and react to major storm damage. Each time the Town's Emergency Management Director coordinates activities of these departments with State and Federal agencies and utility providers to prepare as best we can for the storms. Management to optimize public safety is carried out under a refined protocol that we have improved upon over the years. What is not specifically planned for is the removal of heavy and dangerous debris. To date the Town DPW has taken the lead for initial cleanup after natural disasters focused on opening critical transportation corridors. However, the next step of coordinating the complete removal of large debris from all the Town's streets, public properties and even from private properties that may impact public services has not had a plan from which to work. Establishing a plan with clearly identified protocols for local responsibilities and for contracting with private entities, when necessary, will benefit the Town by ensuring clean-up will be carried out in the most efficient manner possible.

3. Description of Proposed Project

Under this grant opportunity, the Town is seeking funds to hire a consultant to draft a comprehensive Debris Management Plan which would become the definitive protocol for steering future post-disaster clean-ups.

A Request for Proposals would be issued for a qualified planning/engineering firm to first review the documented activities undertaken after the past three noted storms and to interview the senior staff who supervised these tasks. Second, the consultant would undertake an analysis of the northern, central and southern areas of town noting in particular areas that may become isolated or pose specific clean-up problems. Critical resources such as Town-owned sites that may be used for staging will be noted. Transportation corridors that may be prone to closure will be assessed.

The end product will be a guideline document that will incorporate all the elements to be assessed, a criteria for determining when to contract with a private entity to oversee the debris removal tasks and set forth the responsibilities of local officials whether debris removal is carried out by Town forces or the hired contractor.

The anticipated project timeline would be as follows:

Scope of Work & Bidding	3 months
Award of Contract	2 months
Research and Writing	6 months
Estimated Project Duration	12 months

The anticipated project cost for this project is \$25,000.00.

4. **Link to CDBG Disaster Recovery Menu** (from RIDOA Office of Housing and Community Development)
 - a. Tie to Disaster – Indirect Impacts
 - b. Activity Type – Planning
 - c. Beneficiaries – Town
 - d. National Objective – N/A
 - e. Cross-Cutting Requirements – Environmental – Finding of Exemption, Procurement, & Risk Assessment

Town of Narragansett, Rhode Island
HUD\CDBG Funding Application Narrative
Project – Flood Proofing Measures at the Scarborough Wastewater Treatment Facilities
(WWTF)
December 2013

1. Description of Hurricane Sandy Impact of Facility\Infrastructure

The Scarborough WWTF is owned and operated by the Town of Narragansett, and provides secondary wastewater treatment services to the south end of town, including a number of residential neighborhoods as well as the commercial fishing port of Galilee. Currently, the facility services approximately 2,400 accounts, with an average daily flow of 600,000 gallons.

Originally constructed in the mid-1960's, and expanded in the 1980's and 1990's, the Scarborough WWTF is located at 990 Ocean Road, an ocean-front parcel. Portions of the property are located in FEMA flood zones (Zone VE Elevation 17 and Zone AE Elevation 13). The facility includes at-grade and below-grade components (pumps, motors, controls, etc.) that cannot be readily relocated due to the physical configuration and layout of the plant processes.

The storm surge from Hurricane Sandy breached the facility site, with wave-driven sea water entering the facility grounds near the influent headworks. The storm surge flooded the at-grade head works (an open channel within the plant site where incoming sewage is first treated (automated grit screw to remove solids), and the influent pump station (where the incoming flow is pumped up to the aeration chambers for the next level of treatment). This is the first instance of ocean flooding at this site in the last twenty-five (25) years. While we were able to manage this impact without significant damage (this time), the potential impacts from storm events like this include flooding to the point of inundation (overwhelming critical pumping equipment) and salt water corrosion within key electrical and system control equipment.

2. Critical Need

The Scarborough WWTF provides a critical need to the south end of the town, in the form of secondary wastewater treatment service that enables homes to remain occupied and businesses to remain open. Residential neighborhoods house permanent families, as well as transient population groups (summer tourists and off-season college students from URI) that contribute greatly to the local economy. The fishing Port of Galilee is also an important economic driver for the Town and the State in terms of employment and seafood product distribution. The plant also supports the large influx of "day-tripper" tourists during the summer months, including visitors to the adjacent Scarborough State Beach, one of the most popular tourist destinations in Rhode Island. The loss of sanitary sewer service to the beach or a failure of the Scarborough WWTF systems would have significant economic impacts on the both the Town and the State accordingly. There are no redundant facilities available. The next closest wastewater treatment facility is the Regional WWTF that services South Kingstown, URI and the northern portion of Narragansett, and is many miles away. The systems are not interconnected.

3. Description of Proposed Project

Under this grant opportunity, the Town is looking to first retain the services of a professional consultant (engineering) to investigate options for flood proofing these key operations and buildings. Options would include, but not be limited to, the construction of an earthen berm\dikey in a semi-circular design to buffer the at-grade operations from waves or rising seas, construction of an armored earthen berm in a similar fashion, or the construction of fixed or movable flood barriers that would protect the immediate at-grade structures from waves or rising seas. As the plant topography slopes towards the ocean, all of the design options must include a way to mitigate surface runoff from rainfall events (i.e. through pipes with valves within the berms, etc.) that naturally flows towards these at-grade facilities.

Following the investigation of alternatives, the Town would engage the consultant to prepare design documents, permitting support materials, and a probable estimate of construction. Following the approval of same and the identification of a funding source, we would proceed to advertise bids for construction.

As part of the design review process, the project will be submitted to the Coastal Resources Management Council (CRMC) for an environmental review, as they have jurisdiction over coastal construction projects. Other State and Federal agencies will be contacted as necessary, depending on the final selected scope of work.

The implementation of this project would help to insure the uninterrupted operation of the Scarborough WWTF and the critical service that it provides. Proper and effective wastewater treatment is considered a basic essential service, and a reliable (i.e. protected) system encourages growth and investment in the community on both residential and commercial levels.

The anticipated project timeline would be as follows (assuming that the “armored earthen berm” option is chosen):

Survey and Design	3 months
Permitting	3-6 months
Construction	3-4 months
Estimated Project Duration	13 months

The anticipated project cost for an armored earthen berm with site drainage pipes\one-way valves, etc. is \$500,000.00. This project is designed to increase protection for the Scarborough WWTF from future storm events and future sea level rise.

4. **Link to CDBG Disaster Recovery Menu** (from RIDOA Office of Housing and Community Development)
 - a. Tie to Disaster – Interruption of Critical Service During Hurricane Sandy
 - b. Activity Type – Infrastructure (Public Utilities)
 - c. Beneficiaries – Town
 - d. National Objective – Urgent Need
 - e. Cross-Cutting Requirements – The project will be subject to all applicable environmental reviews and will be publically bid including Davis-Bacon Act requirements.

TOWN OF
NARRAGANSETT
 Rhode Island
 Scarborough WWTF



- Suspect Wetlands (2007)
- Inland Wetland
- Coastal Wetland
- Section 4.3 - Wetlands Overlay District**
- Wetland Overlay District
- 2013 Coastal A**
- AE
- 2013 Flood Zones**
- A; AE
- VE



1 inch = 100 feet

The Town of Narragansett has produced these maps for informational and representative purposes only and makes no claims concerning the accuracy of this map nor assumes any liability from the use of the information herein.



Town of Narragansett, Rhode Island
HUD\CDBG Funding Application Narrative
Project –Emergency Stand-by Power for Stanton Avenue Pump Station
December 2013

1. Description of Hurricane Sandy Impact of Facility\Infrastructure

The Stanton Avenue Pump Station is owned and operated by the Town of Narragansett, and provides sewer conveyance service (pumping) to a major portion of the south end of town, including a number of densely populated residential neighborhoods. Currently, the pump station services approximately 668 accounts, with an average daily flow of between 110,000 and 135,000 gallons.

Originally constructed in the mid-1960's, and expanded in the 1996 (to provide an elevated flood proof enclosure for the electronics and control systems), the Stanton Avenue Pump Station is located at the end of Stanton Avenue, adjacent to the Harbor of Refuge. The property is located in a FEMA flood zone (Zone VE Elevation 14). The facility is a "can" type station, with below-grade components (pumps and motors) and above-grade controls. This facility cannot be readily relocated due to the physical configuration and layout of the tributary gravity sewer system that provides flow to it. This area is subject to high winds, being on the water, and there are no trees or tall structures that buffer the site from the wind. Power outages are becoming more frequent, due to wind events and salt water corrosion of National Grid pole-mounted transformers in the area. The site is also subject to periodic overland flooding from the Harbor or the adjacent un-named ponds immediately to the east during storm events. The site does not have stand-by emergency power. We did install a valve and bypass system a number of years ago that allows us to connect a trailer-mounted trash pump to "pump around" the station during power outages, but the topography allows for site flooding that makes access with a trailer-mounted pump difficult if not impossible during certain storm events.

The storm surge from Hurricane Sandy breached the pump station site, with wave-driven sea water surrounding the facility. Line power in this area was out for about five (5) days; no evacuation order was issued for this tributary area, and people remained at home using water. We were ultimately able to connect a trailer-mounted trash pump to operate in place of the pump station and thus were able to manage this impact without significant damage (this time). The potential impacts from storm events like this include flooding to the point of inundation (overwhelming critical pumping equipment), restricted access for a trailer-mounted pump during power outages, and salt water corrosion within key electrical and system control equipment. The inability to immediately access the site with a temporary pump can lead to gravity system back-ups and raw sewage spills in the area of the Harbor of Refuge.

2. Critical Need

The Stanton Avenue Pump Station provides a critical need to a densely-populated portion of the south end of the town, in the form of sewer conveyance (pumping) service that enables homes to remain occupied and businesses to remain open. Residential neighborhoods house permanent families, as well as transient population groups (summer tourists and off-season college students from URI) that contribute greatly to the local economy. The station also supports the large influx of “day-tripper” tourists during the summer months, including visitors to the nearby Roger Wheeler State Beach, one of the most popular family beaches in Rhode Island. The interruption or loss of sanitary sewer service in this area would have significant economic impacts on the both the Town and the State accordingly. There are no redundant facilities available.

3. Description of Proposed Project

Under this grant opportunity, the Town is looking to design and install an on-site stand-by power generator (mounted above the base flood elevation) and automatic transfer switch system that would provide full power to the site during line power outages.

The Town envisions this as a design\build project, where a Request for Proposals would be issued for an electrical contractor to first prepare electrical design plans for the installation of a generator and transfer switch (we have already performed technical research on the make, model, and size of the necessary generator in order to standardize this site with other remote pump stations), and then to perform the installation work. The contractor would provide design documents, permitting support materials, and a firm quote for installation and construction.

As part of the design review process, the project will be submitted to the Coastal Resources Management Council (CRMC) for an environmental review, as they have jurisdiction over coastal construction projects. Other State and Federal agencies will be contacted as necessary, depending on the final selected scope of work.

The implementation of this project would help to insure the uninterrupted operation of the Stanton Avenue Pump Station and the critical service that it provides. Proper and effective wastewater conveyance is considered a basic essential service, and a reliable (i.e. protected) system encourages growth and investment in the community on both residential and commercial levels.

The anticipated project timeline would be as follows:

Bidding, Design	2 months
Permitting	3 months
Construction	3-4 months (depending on availability of generator)
Estimated Project Duration	9 months

The anticipated project cost for this project is \$175,000.00. This project is designed to provide automatic emergency power during line power outages at the Stanton Avenue Pump Station during future storm events.

4. **Link to CDBG Disaster Recovery Menu** (from RIDOA Office of Housing and Community Development)
 - a. Tie to Disaster – Interruption of Critical Service During Hurricane Sandy
 - b. Activity Type – Infrastructure (Public Utilities)
 - c. Beneficiaries – Town
 - d. National Objective – Urgent Need
 - e. Cross-Cutting Requirements – The project will be subject to all applicable environmental reviews and will be publically bid including Davis-Bacon Act requirements.

TOWN OF
NARRAGANSETT
Rhode Island
STANTON AVE. PS

2013 Coastal A

-  AE
-  A; AE
-  VE



1 inch = 30 feet

The Town of Narragansett has produced these maps for informational and representative purposes only and makes no claims concerning the accuracy of this map nor assumes any liability from the use of the information herein.



RHODE ISLAND COMMUNITY DEVELOPMENT BLOCK GRANT, DISASTER RECOVERY



FACT SHEET

- Total Allocation: *\$19.24 million*
- 50% of funds set aside for low/moderate income communities
 - Low/Moderate Income = 80% of area median income
- Designated disasters
 - Primary: Hurricane Sandy
 - Secondary: Feb. 8-9, 2013 Winter Storm (Nemo) & Hurricane Irene
- Designated counties
 - Washington 80%
 - Statewide 20% (priority Newport County)
- Funds must be expended within 2 years of obligation to projects
- Projected Schedule
 - Dec.-Feb. – Revisions to Action Plan, including Needs Assessment
 - February – Action Plan V3 available for public comment
 - March – Action Plan V3 submitted to HUD
 - May – Action Plan V3 approval
 - June – Next contracts execute
- Proposed projects must demonstrate -
 - Tie to Disaster - Hurricane Sandy impact & resulting “unmet need”
 - Eligible Activity Type
 - Eligible Beneficiaries
 - Qualifying National Objective
 - Cross-Cutting Requirements
 - Eligible Location
 - Priority 1: Washington County
 - Priority 2: Newport County
 - Priority 3: Other R.I. counties
 - Non-duplication of benefits – other funds available
- Action Plan
 - Available at www.planning.ri.gov
 - Funds obligated incrementally, due to expenditure deadlines
 - Current version: V2c, obligates \$625,612 to 7 municipalities
 - V3 will be available for public comment beginning Feb. 12, 2014

- Risk Assessment NEW REQUIREMENT
 - Incorporates climate change impacts in design and funding decisions
 - Supports resiliency, “rebuilding better”
 - Applicants must assess exposure and vulnerability to hazards
 - Primary hazards: sea level rise and flooding (riverine, coastal, precipitation)

- Opportunities to Comment (and identify unmet needs, ask questions)
 - Public Hearings
 - Department of Administration, One Capitol Hill, Providence, 2nd Floor, Conference Room C 9:30-11 AM on Wednesday, February 12, 2014
 - Charlestown Town Hall, 4540 South County Trail, Charlestown, Council Chambers 3-5 PM on Thursday, February 13, 2014
 - Review and Comment on Action Plan V3
 - Available at www.planning.ri.gov February 12 – March 17, 2014
 - Send comments to Laura.Sullivan@doa.ri.gov

- Process for Distributing Funds
 - Based on most current “Needs Assessment” (available in the Action Plan)
 - Proposals solicited from impacted, eligible sub-recipients
 - Eligible sub-recipients include municipalities, State Agencies, non-profits
 - Households and property owners may apply through municipalities or community development corporations
 - Proposals subject to staff and Review Committee analysis, per Action Plan

Acronyms

- **CDBG-DR** – Community Development Block Grant, Disaster Recovery
- **HUD** – U.S. Dept. of Housing and Urban Development
- **LMI** – Low and moderate income (may refer to households, neighborhoods, employees, clients)

LMI Beneficiaries

- For area benefit proposals, at least 51% of beneficiaries/persons must qualify as LMI;
- For job retention proposals, at least 51% of employees must qualify as LMI;
- For limited-clientele proposal, at least 51% of all beneficiaries/clients must qualify as LMI;
- For housing projects, all households must qualify as LMI.

**A RESOLUTION AUTHORIZING THE TOWN OF
NARRAGANSETT TO SUBMIT AN APPLICATION FOR
THE 2014 COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RELIEF (CDBG) PROGRAM**

WHEREAS, funds are available under the Rhode Island Small Cities Community Development Block Grant Program- Disaster Relief Fund, administered by the Community Development Office; and,

WHEREAS, the Town of Narragansett has qualified for three CDBG/Disaster Relief funding projects;

WHEREAS, it is in the interest of the citizens of the Town of Narragansett that application be made to undertake the Small Cities Community Development Program- Disaster Relief Fund

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of Narragansett that the filing of this application for the amount of \$770,000 to implement the activities as specified and prioritized in Exhibit A attached hereto, is hereby authorized and that Pamela T. Nolan, Town Manager, is hereby authorized and directed to file this application with the Community Development Office, to provide any additional information or documents required by said office, to make any assurances required in connection with this program, to execute an agreement with the State of Rhode Island and to otherwise act as the Representative of the Town of Narragansett in all matters relating to this application and any award which may be based upon this application.

Adopted this 21 day of April, 2014.

TOWN OF NARRAGANSETT

James M. Callaghan
Town Council President

ATTEST:

Anne M. Irons, CMC
Town Clerk



TOWN OF NARRAGANSETT

Town Hall • 25 Fifth Avenue • Narragansett, RI 02882
Tel. (401) 789-1044 • TDD (401) 782-0610 • Fax (401) 782-0664

THE DEPARTMENT OF COMMUNITY DEVELOPMENT

To: Honorable Town Council

From: Narragansett Planning Board

Date: April 17, 2014

RE: CDBG- Disaster Relief grant recommendations

Attached you will find a listing of the Town's CDBG-DR applications for this year which have met the submittal requirements of the State Office of Housing and Community Development. These applications were reviewed at the April 15, 2014 meeting of the Planning Board for compliance with national objectives as eligible activities regulated by the Housing and Community Development Act of 1974. The chosen projects were found to meet the additional requirement of addressing impacts of damage from Hurricane Sandy and/or Winter Storm NEMO.

At their meeting, the Planning Board took action to support all three (3) applications at the requested amounts on the attached list.

Upon motion by Dr. O'Neill and duly seconded by Mr. Glazer the Planning Board VOTED to RECOMMEND APPROVAL of the 2014 Community Development Block Grant- Disaster Relief Applications

Motion passed 5 to 0.

(Mr. Fleming, Dr. O'Neill, Mr. Hodnett, Mr. Glazer and Mr. Indeglia)

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 1

Amend No. _____

Date Prepared: April 7, 2014
Council Meeting Date: April 21, 2014

TO: Pam Nolan, Town Manager
FROM: Steven Wright, Parks and Recreation Director
SUBJECT: Narragansett Flag Football League Agreement

RECOMMENDATION:

That the Town Council approves the "Four Year Use Agreement" attached between Narragansett Flag Football League and the Parks and Recreation Department starting August 2014 and ending November 2018 and authorize the Town Manager to sign it.

SUMMARY:

The Parks and Recreation Department has been working to establish written league agreements with Narragansett Little League, Raiders Football, Narragansett Youth Soccer Association, Narragansett Youth Sports and Narragansett Flag Football League for the past two years. These five leagues were using town facilities; fields, lighting and buildings throughout the year with no formalized agreements. The Parks Department has been working with each league to complete these agreements to everyone's satisfaction with this agreement the last one to be finalized.

The goal is to establish working parameters for both the town and the leagues. This has resulted in a thorough and reasonable multi-year agreement for both the league and the town. The Narragansett Flag Football Board of Directors and Mark McSally have reviewed and approved this agreement.

ATTACHMENTS:

1. Narragansett Flag Football League Agreement

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date:

Town of Narragansett
Parks and Recreation
170 Clarke Road, Narragansett, RI 02882

Terms and Conditions for
Operating and Conducting Flag Football Play

This agreement provides the terms and conditions for the **Narragansett Flag Football League** to conduct summer/fall league play and tournaments at Domenic Christofaro Park. This agreement is limited to league play conducted on the property limits of Narragansett Town Property.

Types of play allowed:

1. League play
2. Tournaments

Vendor:

Narragansett Flag Football League
17 North Hillview Drive
Narragansett, RI 02882

This agreement is restricted to the activities listed above and shall be awarded to **Narragansett Flag Football League** for summer/fall league play at Domenic Christofaro Park.

This agreement is valid for the term of **four [4] years** as listed below in number 1.

Terms and Conditions:

1. The agreement will be in place on Fridays from August 22, 2014 through Friday November 14 from **2014 to 2018**. A specific calendar of dates must be submitted beforehand for approval by the Director of Parks and Recreation. The **Narragansett Flag Football League** will be provided required field time as available and scheduled by the Department's representative.
2. The rest room and concession building located at Domenic Christofaro Park is owned by the Town of Narragansett. The Narragansett Flag Football League has keyed access to the storage area of the building. The fee for the time period identified to assist in defraying utilities, building and field maintenance is \$200.00 per year.
3. Activities conducted by the **Narragansett Flag Football League** are not to begin before 4:00 pm and must end by 9:30 pm at Christofaro. This does not include set-up and break down of equipment.
4. Parking for the members of the **Narragansett Flag Football League** may begin after 4 pm on the scheduled dates.
5. Foul Language along with smoking and all tobacco products by coaches, volunteers and players are not allowed on Town Property and will be strictly enforced. Repetitive violations of this policy will void this agreement.

6. The **Narragansett Flag Football League** shall provide at its own expense public liability insurance in amounts and in such form as may be satisfactory to the Town of Narragansett; such insurance shall name the Town of Narragansett as an additional insured.
7. It is the responsibility of the league to require all coaches and volunteers to obtain a records BCI check from the State of Rhode Island Attorney General's Office, 150 South Main Street, Providence, RI 02903. The fee is \$5.00 and the BCI can be obtained in person or through the US Mail. The BCI records must be updated annually and kept on file by the league for review as required.
8. The league must submit all necessary contact information for the President of the **Narragansett Flag Football League** and members directly associated with the **Narragansett Flag Football League** program specific to Narragansett town property.
9. The **Narragansett Flag Football League** will keep active records of all transactions associated with the flag football program under the terms of this contract. These shall be, but not limited to, receipts of financial transactions, waivers, usage forms, rental agreements and insurance forms. These records shall be made available to the Director of Parks and Recreation or his/her designee upon request. The Director of Parks and Recreation shall make it known to the **Narragansett Flag Football League** if any other records are needed and give the **Narragansett Flag Football League** reasonable time to comply with the request.
10. The **Narragansett Flag Football League** shall not give any discounts to employees of the Town of Narragansett.
11. The **Narragansett Flag Football League** shall provide all materials needed for conducting business in a safe manner. The Town is not responsible for damage or loss of property of the **Narragansett Flag Football League**, its members or participants.
12. The Town of Narragansett reserves the right to suspend activity conducted under this contract. Reasons may include but are not limited to severe weather, special events or conduct of the coaches, the league volunteers and/or its membership.
13. Issues of concern regarding the terms of this agreement or the manner of business being conducted under this agreement shall be brought to the attention of the President of the **Narragansett Flag Football League** and as such will be the responsibility of the President to remedy to the satisfaction of the Director of Parks and Recreation or his designee.
14. The Director of the Department of Parks and Recreation or his authorized representative may terminate the operation of the agreement when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the **Narragansett Flag Football League** and Department of Parks and Recreation that this agreement may be cancelled and terminated by the Department, when league play is not provided to the satisfaction of the Director or Parks and Recreation or his/her authorized representation, upon giving five days written notice to **Narragansett Flag Football League**.

15. The **Narragansett Flag Football League** must comply with any and all local and state laws and regulations governing the operation of this organization, and comply with any and all state and federal taxes.
16. The **Narragansett Flag Football League** cannot reassign this agreement without the approval, in writing, by the Town Council.
17. The Department of Parks and Recreation reserves the right to conduct special events and activities on Narragansett Town property. This agreement does not specifically allow the **Narragansett Flag Football League** exclusive rights to operating and/or organizing games on the dates of special events sponsored by the Town of Narragansett on Town property. The town is obligated to give the **Narragansett Flag Football League** as much prior notice as possible of any special events that may interfere.
18. The President of **Narragansett Flag Football League** or his/her designee who signs and submits this agreement will be the only responsible contact the Town of Narragansett, Department of Parks and Recreation will communicate with during the term of this agreement unless otherwise authorized in writing. It shall be the responsibility of the President of **Narragansett Flag Football League** to administer the terms and conditions of this agreement with approved personnel associated with the **Narragansett Flag Football League** operations at Narragansett Town Property.
19. The **Narragansett Flag Football League** agrees to indemnify and hold harmless the Town from and against any and all liability in any way arising out of or related to the **Narragansett Flag Football League** performance of its obligations hereunder. The indemnity shall be the broadest form available and shall include indemnity against any liability arising out of or caused by the negligence of the **Narragansett Flag Football League**, its agents, subcontractors and members.
20. The **Narragansett Flag Football League** shall require all participants/members to sign a release and waiver of liability including the Town of Narragansett prior to allowing any participant/member to participate in any set-up, play or break down associated with the **Narragansett Flag Football League** activities on the fields.

Witness:

Town of Narragansett

By: _____
Town Manager

Dated: _____, 2014

Witness:

President/Designee

Narragansett Flag Football League

By: _____

Dated: _____, 2014

End of AGREEMENT with Narragansett Flag Football League

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: 2
Amend No. _____**

**Date Prepared: March 31, 2014
Council Meeting Date: April 21, 2014**

TO: Pamela Nolan, Town Manager
FROM: Steve Wright, Parks and Recreation Director
SUBJECT: NRPA Middlebridge Educational Programs

RECOMMENDATION:

That the Town Council approves and authorizes the Narragansett Parks and Recreation Department to partner with the Narrow River Preservation Association and the Narrow River Land Trust in offering three educational programs at the Middlebridge property, subject to approval of state and local regulations.

SUMMARY:

For the second year, the Parks and Recreation Department is requesting approval to partner with the NRPA and NRLT to host three educational programs this summer on Saturday June 14, "What Lives in the River", on August 16 "August Art Day", and on September 27 "Land Trust Days" from 9:00 am to 11:00 pm as per attached. It is the intent of these educational programs to provide family activities on the river while increasing the awareness of the unique cultural and natural history of the watershed and the Middlebridge area. The RI Interlocal Trust has been consulted and provided approval of these family activities within the Town's Insurance Coverage along with the NRPA and NRLT providing insurance coverage naming the Town of Narragansett as additionally insured. NRPA has also developed waiver release forms attached for additional coverage.

ATTACHMENTS:

1. NRPA Letter/Flyer

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

**ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date:**



Date: March 28, 2014

To; Narragansett Town Council, Narragansett, RI

From: Narrow River Preservation Association (contact: Veronica M. Berounsky) and
Narrow River Land Trust (contact: Julie Sharpe)

Re: Narrow River Education & Activity Center at Middlebridge, Summer 2014

Last summer the Narrow River Preservation Association (NRPA) and Narrow River Land Trust (NRLT) in conjunction with the Town of Narragansett Park and Recreation Department launched the initial series of educational programs and family activities at the Town property at Middlebridge. It was very successful with many attentive participants. We propose to run a similar series this summer. NRPA and NRLT share common interests to preserve, protect, and restore the environment and the quality of life for all communities within the Narrow River Estuary and its watershed and providing informational and educational opportunities to the public is an ideal way to promote those interests. The Middlebridge property is a location with unique attributes: central in the watershed, easy access to shallow water, and with panoramic views. For these reasons it serves well as an educational and activities center and a starting point for events that increase awareness of the cultural and natural history of Narrow River.

Our format worked well last year and we plan to repeat it. Programs will take place once a month, June thru September, from 9-11 on a Saturday morning (except of course for the sunset kayak paddle). Inclement weather date will be the next day (Sunday). Activities will be located near the water and just north of the marina and adjacent building. As experienced last year, parking at this time will not be in conflict with other activities going on at the property. Questions and reservations will be handled through the NRPA website, www.narrowriver.org. Registration (including liability waivers approved by the Parks and Recreation Department) will be onsite. Activities will be free, though donations will be accepted for kayak rentals at the July paddle. The events will be advertised on the Town of Narragansett website calendar of events, in the local newspapers, and on educational listserves

For the second season of the Center we propose a slate of programs similar to those in 2013:

What lives in the River? (June 14th, 9-11 AM): An all ages introduction to common fish, shellfish, crabs and other inhabitants in the River. There will be hands-on seining with experts to catch river creatures and guided walks along the intertidal zone and salt marsh to observe the inhabitants. There will be river water tanks and microscopes to examine river creatures and guidebooks to help identify them. New this year we will post a running tally of the creatures identified. Experts will discuss the importance of estuaries as nurseries for fish & shellfish, the fascinating migration of river herring, and the role of river plants in the food web. Please wear footwear that can get wet.

Full Moon Rising Sunset Paddle (July 12th, beginning at 4:30 PM): The seventh Annual Pettaquamscutt Paddle, sponsored by Narrow River Kayaks, is an annual guided kayak paddle scheduled during the waxing of July's Full Buck Moon. Witness the splendor and peacefulness of the tidal inlet and salt marsh as the full moon rises over the Atlantic while the sun sets. Presentations on geology and natural history are provided along the way.

August Art Day (August 16th, 9-11 AM): Local artists will give instruction to adults in drawing and painting scenes of the Middlebridge area, while children will have their own guided artistic activities. Bring your easels or sketch pads or cameras to capture the beauty of this iconic site. Sketch your version of an expansive landscape view or crouch down and capture a still life view of oysters on the fringe of the salt marsh. In addition, "plein air" (open air) painters and other artists will be demonstrating their techniques.

Land Trust Days (September 27st, 9-11 AM): Our contribution to a state-wide celebration of special green spaces just outside your door. Departing from the Center, join us for an all ages guided walk across the bridge and through the Garrison House Acres Narrow River Land Trust property. The tour will discuss the significance of the Jireh Bull Garrison House to King Phillips War, natural history and on-going activities to improve wildlife habitat. Please wear sturdy shoes and bring binoculars if you can.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 3 _____

Amend No. _____

Date Prepared: April 9, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager

FROM: David E. Ousterhout

SUBJECT: Petition requesting approval to place one new joint mid-span pole (P. 13 1/2) and anchor guy location on Indian Trail

RECOMMENDATION:

That the Town Council approves a petition from Verizon Communications and the Narragansett Electric Company to replace one new joint mid-span pole (P. 13 1/2) and anchor guy location on Indian Trail.

SUMMARY:

Verizon Communications and Narragansett Electric Company are requesting approval to replace one new joint mid-span pole (P. 13 1/2) and anchor guy location on Indian Trail. The new pole and anchor is required for raising low hanging cables and guying purposes.

ATTACHMENTS:

1. Petition and plan from Verizon Communications and Narragansett Electric Company.

TOWN CLERK USE ONLY:

Consent Agenda

Carry Over to Date: _____

Approved

Unfinished Business (Date heard previous: _____)

New Business

Public Hearing – No Action Taken

ORD. # _____ RES. # _____

LCON# _____ LIC. # _____

Action Date:



85 High Street
Pawtucket, RI 02860

March 18, 2014

Mr. David Ousterhout
Public Works Coordinator
Town of Narragansett
260 Westmoreland Street
Narragansett, RI 02882

Dear Mr. Ousterhout,

Attached is a petition for Verizon Communications and the Narragansett Electric Company to place one new joint mid-span pole (P.13 ½) and anchor guy location on Indian Trail as shown on attached plan in the Town of Narragansett, Rhode Island.

The new pole and anchor is required for raising low hanging cable and guying purposes.

Would you kindly consider this petition and return the executed copies.

Yours truly,

A handwritten signature in blue ink that reads "Mary C. Hanley". The signature is fluid and cursive, with a large loop at the end of the last name.

Mary C. Hanley
Manager - Right of Way
401-727-9555

PETITION OF VERIZON NEW ENGLAND INC

and **THE NARRAGANSETT ELECTRIC COMPANY** for joint or identical pole locations,

To the TOWN COUNCIL Rhode Island
of NARRAGANSETT Rhode Island

VERIZON NEW ENGLAND INC and **THE NARRAGANSETT ELECTRIC COMPANY** respectfully request permission to locate and maintain poles, wires and fixtures, including the necessary sustaining and protecting fixtures, to be owned and used in common by your petitioners along and across the following public ways: -

INDIAN TRAIL - TO PLACE ONE NEW JOINT MID-SPAN POLE (P.13 1/2) AND ANCHOR GUY LOCATION AS SHOWN ON THE ATTACHED PLAN.

NECESSITY – THE NEW POLE AND ANCHOR IS REQUIRED FOR RAISING LOW HANGING CABLES AND GUYING PURPOSES.

(WO#1A0C4VR)

Wherefore your petitioners pray that they be granted joint or identical locations for existing poles and permission to erect and maintain poles and wires together with such sustaining and protecting fixtures as they may find necessary, said poles erected or to be erected substantially in accordance with the plan filed herewith marked-

NE#8-14

Date: March 18, 2014

Your petitioners agree to reserve or provide space for one crossarm at a suitable point on each of said poles for the fire and police telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

VERIZON NEW ENGLAND INC

BY Mary C. Hanley
MARY C. HANLEY – MANAGER R.O.W.

BY John Conroy
NARRAGANSETT ELECTRIC COMPANY

ORDER

The foregoing petition having been read, it was voted that the consent of the for the use of the public ways named, for the purposes stated in said petition be, and it hereby granted – work to be done subject to the supervision of

A true copy of a vote of the

Adopted and Recorded in Records Book No.

Page No.

CLERK

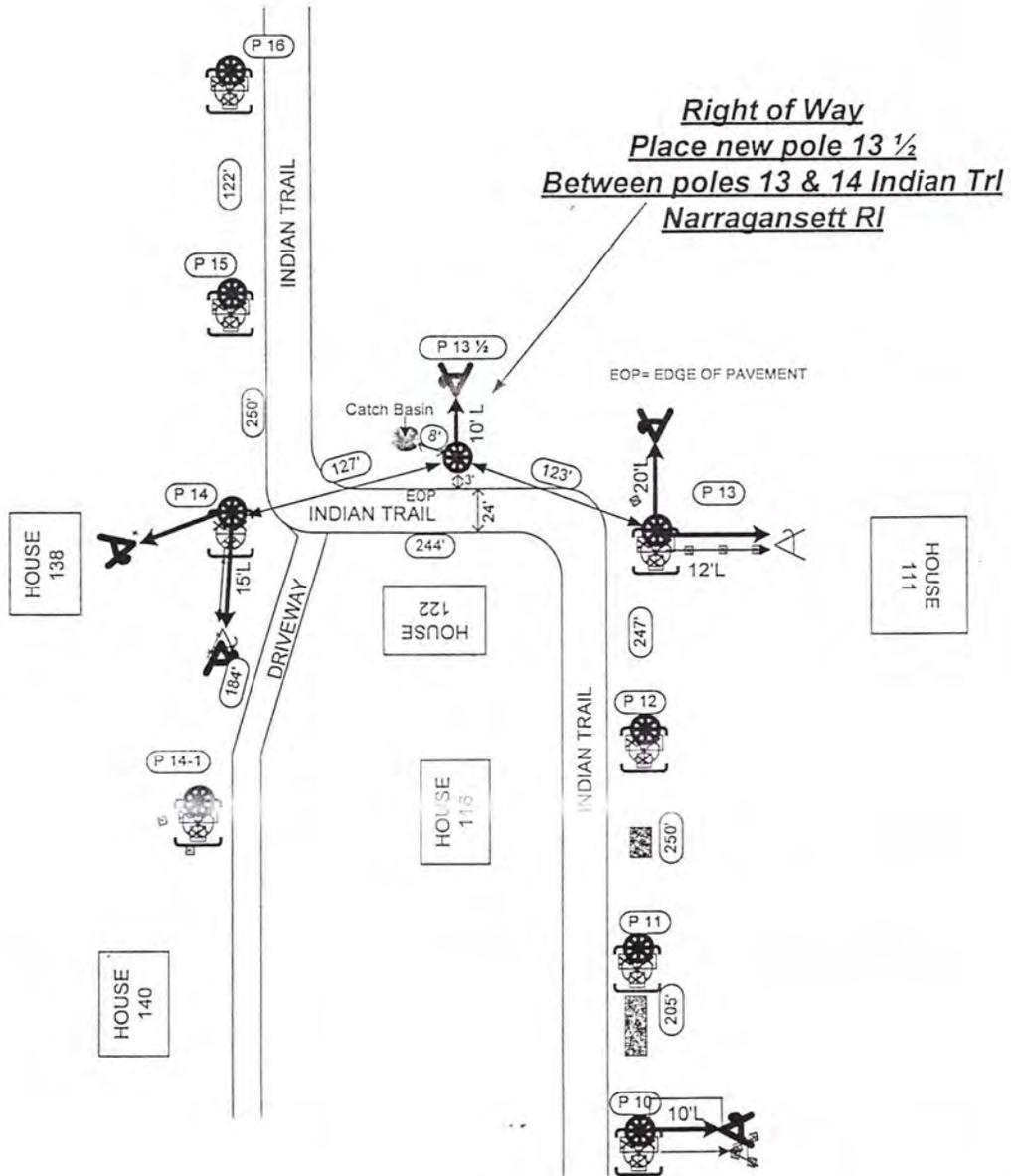
PETITION PLAN

No. NE#8-14

Municipality NARRAGANSETT MARCH 18, 2014

Verizon New England Inc. and THE NARRAGANSETT ELECTRIC COMPANY

Showing TO PLACE ONE NEW JOINT MID-SPAN POLE (P.13 1/2) AND ANCHOR GUY LOCATION.



Prepared by _____
(WO#1A0C4VR)

DISTANCES SHOWN ARE APPROXIMATE

Checked by _____

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 4
Amend No. _____

Date Prepared: April 14, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Anne M. Irons, CMC - Town Clerk
SUBJECT: Miscellaneous License- (Hotel License) The Break Hotel,
1208 Ocean Road, Narragansett, Plat L, Lot 237A Narragansett RI.

RECOMMENDATION:

That the Town Council approve a Miscellaneous License application for a Hotel License for The Break Hotel, 1208 Ocean Road, Plat L, Lot 237A, Narragansett RI, subject to local and state regulations.

SUMMARY:

A hotel license is needed as in accordance with Article IX Hotels & Motels Section 14-262 of the town's ordinance.

ATTACHMENT:

1. Application

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

TOWN CLERK'S OFFICE

Town Hall
25 Fifth Avenue
Narragansett, R.I. 02882

Town of Narragansett

MISCELLANEOUS LICENSE APPLICATION

14 APR 14 AM 11:06

The Break Hotel
Trade name

The Break, LLC
Owner's name

1208 Ocean Road
Company address (line 1)

815 Point Judith Road
Mailing address (line 1)

Narragansett, RI 02882
Company address (line 2)

Narragansett, RI 02882
Mailing address (line 2)

Company telephone #

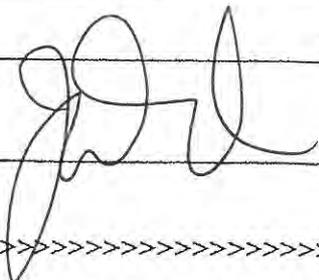
(401) 789-6659
Owner's telephone #

Enter: Plat L Lot(s)# 237-A

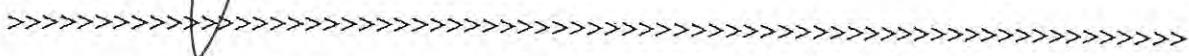
TYPE(S) OF LICENSE:

FEE:

\$ _____
\$ _____
\$ _____

Signature: 

Date: 4/14/14



ANSWER ONLY IF APPLICABLE: N/A

Food Dispenser/Victualer

Type of Operation: _____

Food Source(s): _____

Seating capacity: _____ # of dining rooms: 1

of kitchens: 1 # of meals served daily: 3

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: 5
Amend No.**

Date Prepared: April 11, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Laura Kenyon, Finance Director
SUBJECT: Motor Vehicle Abatements

RECOMMENDATION:

That the Town Council approves the list of Motor Vehicle abatements in the amount of \$268.29.

SUMMARY:

These Motor Vehicle abatements concern:

- (1) Several motor vehicles were inadvertently sent to Narragansett for the 2012 and 2013 tax periods; an adjustment was made and these vehicles were sent to the correct tax town.

The abatement process involves corrections that are found as a matter of our daily tasks. Our office, the motor vehicle owner, or the Department of Motor Vehicles may require a change to the motor vehicle upon review.

ATTACHMENT: Copy of spreadsheet for motor vehicle abatements.

TOWN CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date:
- Approved
- Unfinished Business (Date heard previous:)
- New Business
- Public Hearing – No Action Taken

ORD. # RES. #
LCON# LIC. #
Action Date:

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 6 _____

Amend No. _____

Date Prepared: April 11, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Jeffry Ceasrine, P.E., Town Engineer
PREPARED BY: Susan W. Gallagher, Purchasing Agent
SUBJECT: Wilson Drive Pump Station Electrical Repairs

RECOMMENDATION:

That the Town Council approves the electrical repairs at the Wilson Drive Pump Station to be completed by Watermark Electric Co., Inc., in the amount of \$2,665.00.

SUMMARY:

The electric meter socket and grounding system (ground wires and bushings) at the Wilson Drive Pump Station (roughly twenty (20) years old) needs to be replaced. We obtained quotes from the Town's current on-call electrical contractor (Elco Electric Service Corporation - \$3,341.49) and Watermark Electric Co., Inc. - \$2,665). We are familiar with Watermark's work, having used them in the past at pump stations for heavy duty electrical repair work. As this work is valued at over \$2,500.00, Town Council approval is required.

Funding is available in the Wastewater Enterprise Fund Capital Account, 32-752-0628, Remote Pumping Stations.

ATTACHMENTS:

1. Quotes from Watermark and Elco.

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date:

Jeff Ceasrine

From: Eric Geiselhart
Sent: Friday, April 11, 2014 7:10 AM
To: Doug Nettleton
Cc: Jeff Ceasrine
Subject: FW: Wilson Pump Station Q1404-07

Doug,
Elco was 3,341\$
This quote is from Watermark Electric.

Eric Geiselhart
Wastewater Maintenance Supervisor
Town of Narragansett
990 Ocean Road
Narragansett, RI 02882
Office 401-788-2562
Fax 401-782-0681
Cell 401-640-8577

From: rfarland@weci.us [mailto:rfarland@weci.us]
Sent: Thursday, April 10, 2014 4:35 PM
To: Eric Geiselhart
Cc: David Campbell
Subject: Wilson Pump Station Q1404-07

Eric

Watermark Electric is pleased to quote \$2,665.00 for the repairs required at the meter socket due to the ground settling at the Wilson Pump Station.

This price includes the following.

- Furnish and Install a new meter socket.
- Extend existing pipe as required.
- Existing wire to be reused if required will pull some slack back from pole.
- Reconnect all existing grounds and add grounding bushings.

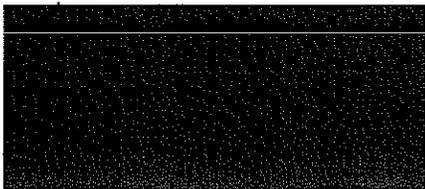
Any questions or concerns please feel free to contact this office.

Thank You

Richard Farland

Watermark Electric Co. Inc.

Office	Mailing
1614 GAR Hwy Unit 3	PO Box 458
Swansea, MA 02777	Somerset, MA 02726
Mobile (774)249-5288	rfarland@weci.us



**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 7

Amend No. _____

Date Prepared: April 3, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Dean Hoxsie, Police Chief
PREPARED BY: Susan W. Gallagher, Purchasing Agent
SUBJECT: Extended Warranties for Data 911 Computers

RECOMMENDATION:

That the Town Council approves the purchase of extended warranties for the Police Department's computer terminals in the cruisers with Data 911, in the amount of \$2,725.50.

SUMMARY:

The Data 911 computers were purchased between 2007 and 2008. They are utilized 24 hours per day in the police cruisers. Purchasing the extended warranties is much less expensive than replacing the computer units. The cost to replace one Data 911 computer is approximately \$7,000.00. Data 911 is the manufacturer of the units.

In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, I, the Purchasing Agent, have determined this to be a sole source item.

The current warranties on the Data 911 systems in the Police cruisers expire on April 30, 2014. This extension period will be: April 30, 2014 – April 30, 2015.

The total quoted cost will cover 10 full Data 911 systems and 5 Individual CPU Units.

Funding is available in the Police Administration Operating Account, 01-511-0506, Equipment Maintenance/Repair.

ATTACHMENTS:

1. "Schedule A" Extended Warranty Quote from Data 911.

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

Warranties
For MDTs

Schedule A

MDS Unit Serial #	Extended Warranty Cost	Original Ship Date	Current Warranty End Date	Proposed Warranty End Date	Unit Type
25420	\$ 297.00	02/21/07	04/30/14	04/30/15	Full M52 System
25421	\$ 297.00	02/21/07	04/30/14	04/30/15	Full M52 System
28101	\$ 297.00	01/31/08	04/30/14	04/30/15	Full M6 System
28102	\$ 297.00	01/31/08	04/30/14	04/30/15	Full M6 System
28103	\$ 297.00	01/31/08	04/30/14	04/30/15	Full M6 System
28104	\$ 297.00	01/31/08	04/30/14	04/30/15	Full M6 System
35124	\$ 74.25	10/07/11	01/07/15	04/30/15	Full M6 System
35125	\$ 74.25	10/07/11	01/07/15	04/30/15	Full M6 System
36159	\$ -	08/15/12	08/15/15	08/15/15	Full M7 System
36160	\$ -	08/15/12	08/15/15	08/15/15	Full M7 System
01-0807	\$ 159.00	12/13/07	04/30/14	04/30/15	INDV CPU Unit
01-0808	\$ 159.00	12/13/07	04/30/14	04/30/15	INDV CPU Unit
01-0809	\$ 159.00	12/13/07	04/30/14	04/30/15	INDV CPU Unit
01-0810	\$ 159.00	12/13/07	04/30/14	04/30/15	INDV CPU Unit
01-0893	\$ 159.00	03/14/08	04/30/14	04/30/15	INDV CPU Unit

Total quoted cost to cover 10 full Data911 systems & 5 Individual CPU Units with the serial numbers listed above until the date as shown in 'Proposed Warranty End Date': \$ 2,725.50

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 8

Amend No. _____

Date Prepared: April 9, 2014
Council Meeting Date: April 21, 2014

TO: Pam Nolan, Town Manager
FROM: Daniel Holland, Information Resources
PREPARED BY: Susan W. Gallagher, Purchasing Agent
SUBJECT: Opal Software Maintenance Agreement

RECOMMENDATION:

That the Town Council approves the software maintenance agreement with Vision Government Solutions, in the amount of \$4,410.00.

SUMMARY:

This utility billing software maintenance agreement is for the time period of July 1, 2013 – June 30, 2014. This agreement covers support and updates for the Towns software system covering Utility Billing and Collection.

Since Vision Government Solutions is the only company that can provide this service, in accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, I, the Purchasing Agent, have determined this to be a sole source item.

Funding is available in the Information Technology Operating Account, 01-210-0311, Licenses/Dues.

ATTACHMENTS:

1. Invoice from Vision Government Solutions.

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ **RES. #** _____
LCON# _____ **LIC. #** _____
Action Date: _____



VISION

GOVERNMENT SOLUTIONS

44 Bearfoot Road
Northborough, MA 01532

Voice: (508) 351-3600
Fax: (508) 351-3799

INVOICE

Remit To:
Vision Government Solutions, Inc.
44 Bearfoot Rd
Northboro, MA 01532

SOLD TO:

Erin Jacobs
Town of Narragansett
Board of Assessors
25 Fifth Ave
Narragansett, RI 02882

Invoice Date: 6/11/2013
Invoice Number: 015645
Customer ID: RI-NARR-01
Payment Terms: Net 30
Product Line: Annual Maintenance

1 of 1

DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
-------------	-----	------------	------------

Annual Maintenance-Utility
Billing Software

Period: 7/1/13 - 6/30/14

4,410.00

Thank you for your business!

TOTAL:	\$4,410.00
---------------	-------------------

For any questions on this invoice, please contact:
Nina Cousins at (508) 351-3648
Email: ncousins@vgsi.com

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: 9
Amend No. _____**

Date Prepared: March 13 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Steve Wright, Parks and Recreation Director
PREPARED BY: Susan W. Gallagher, Purchasing Agent
SUBJECT: Purchase of one new John Deere PTO Driven Overseeder

RECOMMENDATION:

That the Town Council approves the purchase of one new John Deere 58" PTO Driven Overseeder for the Parks and Recreation Department from John Deere Company (through Padula Bros., Inc.), in the amount of \$8,010.09.

SUMMARY:

The Parks and Recreation Department is responsible for maintaining thirty-one (31) individual lawn areas that total approximately 68 acres throughout town. Our athletic fields and lawn areas often become stressed and diseased from insects, heat, overuse and extreme weather creating conditions that at times require bi-annual seeding for proper turf grass management. The purchase of this John Deere TR2058 Frontier multi-purpose 58" wide overseeder provides the Parks Department the ability to attach the overseeder to an existing tractor and seed our large athletic fields and ornamental lawns such as the surfer's area at the beach, Gazebo Park, and Veteran's Park. The machine aerates, meters seed, plus incorporates and compacts the seed to ensure successful germination. The flat slicing knives are used in the process, with minimal disturbance to existing turf.

The Town is purchasing this equipment off the Commonwealth of Massachusetts Lawn & Grounds Equipment Contract #FAC71. This competitive bid and award was executed under the Massachusetts General Laws. The Town participates in this contract to take advantage of the purchasing power available associated with a large statewide procurement.

John Deere's contract with Massachusetts provides for a 24% discount off list pricing for this equipment and their servicing dealer is Padula Bros., Inc. (Raynham, MA).

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

**ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date:**

Purchase of one new John Deere PTO Driven Overseeder
Council Meeting Date: April 21, 2014
Page 2

Funding is available in the Parks and Recreation Administration Major Maintenance Account, 19-810-7029, Mowing Equipment.

ATTACHMENTS:

1. Quotation from John Deere Company, dated March 12, 2014.

Quote Id: 9339604

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Padula Bros., Inc.
184 Broadway - Route 138
Raynham, MA 02767
508-824-4494
MICHAELB@PADBROS.COM

Prepared For:

Narragansett Parks Dept



Proposal For:

Delivering Dealer:

Wayne Eccleston

Padula Bros., Inc.

184 Broadway - Route 138

Raynham, MA 02767

MICHAELB@PADBROS.COM

Quote Prepared By:

WAYNE ECCLESTON

weccleston1@aol.com



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Padula Bros., Inc.
184 Broadway - Route 138
Raynham, MA 02767
508-824-4494
MICHAELB@PADBROS.COM

Quote Summary

Prepared For:

Narragansett Parks Dept
Steve Wright
51 Mumford Rd
Narragansett, RI 02882
Business: 401-782-0658
Mobile: 401-782-0606
swright@narragansettri.org

Delivering Dealer:

Padula Bros., Inc.
Wayne Eccleston
184 Broadway - Route 138
Raynham, MA 02767
Phone: 508-824-4494
weccleston1@aol.com

Quote ID: 9339604
Created On: 12 March 2014
Last Modified On: 12 March 2014
Expiration Date: 25 April 2014

Equipment Summary

Frontier TR2058 - 58 In. PTO Driven
Overseeder Mass State Contract
FAC71 Vender Code VC6000239345
Contract: FAC71_Lawn & Grounds Equipment
Price Effective Date: August 1, 2013

Selling Price	Qty	Extended
\$ 8,010.09 X	1 =	\$ 8,010.09

Equipment Total

\$ 8,010.09

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 8,010.09
Trade In	
SubTotal	\$ 8,010.09
Total	\$ 8,010.09
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 8,010.09

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Selling Equipment

Quote Id: 9339604

Customer Name: NARRAGANSETT PARKS DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Padula Bros., Inc.
184 Broadway - Route 138
Raynham, MA 02767
508-824-4494
MICHAELB@PADBROS.COM

Frontier TR2058 - 58 In. PTO Driven Overseeder Mass State Contract FAC71

Hours:

Stock Number:

Contract: FAC71_Lawn & Grounds Equipment

Selling Price *

Price Effective Date: August 1, 2013

\$ 8,010.09

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
3041XF	TR2058 - 58 In. PTO Driven Overseeder	1	\$ 9,253.00	19.00	\$ 1,758.07	\$ 7,494.93	\$ 7,494.93
Standard Options - Per Unit							
9000	Front Roller	1	\$ 636.00	19.00	\$ 120.84	\$ 515.16	\$ 515.16
Standard Options Total			\$ 636.00		\$ 120.84	\$ 515.16	\$ 515.16
Suggested Price							\$ 8,010.09
Total Selling Price			\$ 9,889.00		\$ 1,878.91	\$ 8,010.09	\$ 8,010.09



**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 10

Amend No. _____

Date Prepared: April 8, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: David E. Ousterhout, Director of Public Works
PREPARED BY: Susan W. Gallagher, Purchasing Agent
SUBJECT: Repair Parts for Elgin Pelican Street Sweeper

RECOMMENDATION:

That the Town Council approves, ratifies and confirms the purchase of parts to repair the Highway Division's 2009 Elgin Pelican Sweeper from C.N. Wood Company, Inc., in the amount of \$4,537.68.

SUMMARY:

During preparation of the Highway Division's 2009 Elgin Pelican Sweeper for spring sweeping operations, mechanics determined that the machine required extensive repairs to the sweeper's conveyor and conveyor drive assembly. A quote was obtained from C.N. Wood Company, Inc., the local distributor for Elgin Pelican's, and authorization was obtained from the Town Manager for a purchase order to expedite the repairs and prompt return to service of the equipment. The Purchasing Agent has previously determined that C.N. Wood is a sole source for Elgin Pelican parts.

Funding is available in the Fleet Maintenance Division Operating Account, 02-735-0504, Vehicle Maintenance and Repair (ultimately charged to Highway Division).

ATTACHMENTS:

1. Memo to Town Manager, dated March 11, 2014
2. Purchase Order No. 144001
3. C.N. Wood Co., Inc. Sales Order dated March 19, 2014.

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

TOWN OF NARRAGANSETT

DEPARTMENT OF PUBLIC WORKS

INTER OFFICE MEMORANDUM

To: Pamela Nolan, Town Manager
From: David E. Ousterhout, Director
Subject: Repairs to Elgin Pelican Sweeper #PW 129
Date: March 11, 2014

Staff from the Highway and Fleet Maintenance divisions have been working to prepare our two Elgin Pelican Sweepers for spring street sweeping operations. They have determined that #PW 129, a 2009 model, requires significant repairs to its conveyor and conveyor drive components before it can return to service. The attached quote from C.N. Wood Company, Inc. lists all of the replacement parts required to complete repairs to the conveyor and conveyor drive assemblies. The total cost for the parts that need to be ordered is \$4,537.68 after deducting a 10% discount. All of the repairs will be done by Fleet Maintenance staff at our facility and are necessary to return this sweeper back into service.

C.N. Wood Company, Inc. is the area's sole distributor for Elgin Pelican's and their parts. In order to expedite the repairs to this equipment, I am requesting your authorization to treat this procurement as an emergency and waive the Finance Department's policy requiring formal RFQs and Town Council approval of purchases over \$2,500 before issuing a purchase order. A purchase requisition has been entered and Purchasing is awaiting your approval. Once the repairs have been completed, I will prepare an Agenda Item for the Town Council to approve, ratify and confirm.

Fleet Maintenance internal service account #02-735-0504 will be used to fund this purchase with the repair cost to be charged to the Highway Division. Please advise if any additional information is required.

Attachment:

C.N. Wood Company, Inc. Quote dated 3/7/14

Purchase Order

Town of Narragansett
25 Fifth Avenue
Narragansett RI 02882

No. 144001

NOT RESPONSIBLE for any materials delivered or services rendered unless confirmed by purchase order.

Invoice the Above Address
.....(Attn: Accounting).....

This PO number must appear on invoice, B/L, cases, packing lists, and correspondence.

P.O. Date: 03/18/2014

Questions ?

Purchasing - Phone: (401) 782-0644
Fax: (401) 788-2555

Ext:

Account: 067536

P.O. Issued To :

C.N. Wood Co, Inc. RI
60 Shun Pike
Johnston RI 02919

Ship To:

Town of Narragansett - Public Works
Attn: Tom Brown
260 Westmoreland Street
Narragansett RI 02882
(401) 782-0687

Contact :

Location: Public Works

Phone: (401) 942-9191

Fax: ((40) 1) -942-9266

Project: N/A

Req# 64228

Reference: Emerg repair Sweeper 129

Date Required: 03/27/2014

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	4537.68	dlrs		Necessary parts to repair Sweeper #129	02.735.0504	1.00	4,537.68	0.00	200.00

APPROVAL SIGNATURES:

Sub-Total:	4,537.68
Freight:	200.00
Tax:	0.00
Total Amount:	4,737.68

NOTES:

Emergency repair of Sweeper #129 to restore it to road worthy. Out of service until repaired. Vendor is sole source for sweeper parts. Memo to TM to waive RFQ process and A/R/C at later date has been sent. Approved by TM - will go before TC as a/r/c.

Buyer:

Susan Gallagher

Order Via:

Phone

ENTITY COPY

Tuesday, March 25, 2014

C.N. WOOD COMPANY, INC.
60 SHUN PIKE

JOHNSTON
401-942-9191

RI 02919
401-942-9266

Account# 067536	Work Ord	Brc 002	Sls 133	S A L E S O R D E R P I C K I N G L I S T	Date 03-19-14	Time 07:05	Order # 268797	Page 2
--------------------	----------	------------	------------	--	------------------	---------------	-------------------	-----------

Sold To: 000
TOWN OF NARRAGANSETT
25 FIFTH AVENUE

Ship To:
TOWN OF NARRAGANSETT
25 FIFTH AVENUE

NARRAGANSETT
Job Site 041814

RI 02882-3699 NARRAGANSETT
Ship Via PICK UP

RI 02882-3699

Entered By olszewsk	Customer Purchase Order 144001	Customer Contact TOM F-401-782-0694	Ord Date 03-17-14
Model	Serial Number	Equip ID	Customer Job number SWEEPER#129
			Customer Phone # 401-789-1044

Ord	Ship	B/O	Mfg	Part Number	Description	Bin	Unit Price	UM	Extended
-----	------	-----	-----	-------------	-------------	-----	------------	----	----------

WE ACCEPT VISA, MASTERCARD & AMEX

2	2		EG	1003444	M B JACK SHAFT BEARING	05J01	157.44EA		314.88
1	1		EG	5008054	OIL SEAL	05J02	24.31EA		24.31
1	1		EG	5008217	RTNG RING, 1.387 ID	06A06	0.57EA		0.57
2	2		EG	1012957	M B SPROCKET KEY	06B08	41.87EA		83.74
1	1		EG	1005274	ADJUSTING SCREW	06E02	54.69EA	Tr-001	54.69
2	2		EG	1048741	BEARING-TAKE UP	F 06H02	166.83EA		333.66
2	2		EG	7172127	GASKET	F 06I03	18.30EA		36.60
1	1		EG	5007103	M B DRIVE CHAIN	06J01	147.43EA		147.43
2	2		EG	1054996	U-JOINT ASSY	PR-01	475.39EA		950.78
1	1		EG	1015801	BELT SPLICE HDWRE KIT	F PR-01	51.53EA		51.53
2	2		EG	1007461	FLANGE CARTRIDGE	PR-01	159.41EA		318.82
2	2		EG	5007249	S B DRIVE CHAIN #80	PR-01	89.58EA		179.16

CUSTOMER SIGNATURE _____
NO PARTS RETURNS AFTER 30 DAYS OF INVOICE

Total Amount

Continued

WOBURN HOURS: MONDAY - FRIDAY 6 AM TO 5 PM
SATURDAY 7 AM TO NOON

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 11

Amend No. _____

Date Prepared: April 8, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: David E. Ousterhout, Director of Public Works
PREPARED BY: Susan W. Gallagher, Purchasing Agent
SUBJECT: Replacement of Department of Public Works HVAC Unit

RECOMMENDATION:

That the Town Council approves, ratifies and confirms the purchase and installation of a replacement HVAC unit at the Department of Public Work Maintenance Facility, completed by Koolco, Inc. in the amount of \$7,800.00.

SUMMARY:

The propane fired HVAC unit at the Westmoreland Street Maintenance Facility failed in late January and could not be safely repaired due to its age and condition. This unit supplies heat and air conditioning for all of the Public Works Department administrative offices. A quote to replace the failed unit with a new Carrier HVAC unit was obtained from Koolco, Inc. in the amount of \$7,500.00 and the Town Manager authorized the issuance of an emergency purchase order. When Koolco, Inc. learned that the specified unit would not be available for at least three weeks, they were authorized to provide a slightly larger unit which was immediately available at the distributor for an additional charge of \$300.00. Installation of the new equipment was completed on February 10, 2014.

Funding is available in the Public Works Department Major Maintenance Account, 19-710-7000, Westmoreland Maintenance Facility.

ATTACHMENTS:

1. Proposal from Koolco, Inc., dated January 30, 2014
2. Email to Town Manager, dated January 30, 2014
3. Purchase Order No. 143448
4. Change Order, dated February 5, 2014
5. Invoice from Koolco, Inc., dated February 10, 2014.

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

REQ 63642

Page No. 1 of 1
P-2100

Proposal



476 Main Street, Wakefield, RI 02879 Phone (401) 783-1500,
1-888-783-1500, Fax 782-0300

PROPOSAL SUBMITTED TO Narragansett Public Works	PHONE Fax 782-0694	DATE January 30, 2014
STREET 260 Westmoreland St.	JOB NAME Replace HVAC system	
CITY, STATE, ZIP CODE Narragansett, RI 02882	JOB LOCATION Same	

We hereby submit specifications and estimates for:

Removing the existing package HVAC unit on the ground and provide and install a new split system. Included will be remove the existing unit, set new Carrier units in place, redo the ductwork at the air handler, wiring out door section from existing power supply, wiring from customer supplied disconnect, new piping, chimney for the condensing furnace, evacuate, charge then put into operation.

Note: Customer will have a new circuit run to the furnace

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: **Net 15 days** Dollars (\$) **7500.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us is not accepted within 20 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____ Signature: _____

Erin Haggarty

From: David Ousterhout
Sent: Friday, January 31, 2014 1:10 PM
To: Erin Haggarty
Subject: FW: DPW HVAC

Erin,

Please scan the KoolCo Proposal, attach it to this email and forward to Susan along with a PO Req for \$7,500 against account 19-710-7000 (Westmoreland Street Facility).

Thanks,

Dave O

From: Pamela Nolan
Sent: Friday, January 31, 2014 12:51 PM
To: David Ousterhout
Subject: FW: DPW HVAC

Go ahead Dave.

Pam

From: Susan Gallagher
Sent: Friday, January 31, 2014 9:19 AM
To: Pamela Nolan
Subject: RE: DPW HVAC

Pam,

Due to the fact that they have no heat, I would be okay to authorize them to proceed with Koolco and then place it before TC as A/R/C. I'm even more comfortable if Dave and Jeff both think the pricing is reasonable. Waiting for bids in this case does not seem practical.

Thanks,

Susan

From: Pamela Nolan
Sent: Friday, January 31, 2014 8:46 AM
To: Susan Gallagher
Subject: FW: DPW HVAC

Susan

Please read the email below

Should I let Dave go ahead. He has no heat in the offices of the DPW.

Let me know what you think?

Pam

From: David Ousterhout
Sent: Thursday, January 30, 2014 6:07 PM
To: Pamela Nolan
Cc: Jeff Ceasrine
Subject: DPW HVAC

Pam,

I have received a proposal from KoolCo, Inc for installation of a replacement for the condemned HVAC unit at DPW. They are proposing to install a "split" unit with the furnace and AC A-coil inside the building and only the AC condenser outside. Their quote covers all the cost of installation with the exception of a new electrical circuit which we would have installed by our electrician. KoolCo's quote for the new Carrier equipment and installation is \$7,500. KoolCo has indicated that the equipment is readily available and they are putting together the manufacturer's information sheet to go along with the written quote they provided. I have discussed this with Jeff and both of us agree that the price quoted is appropriate. Are you comfortable authorizing the issuance of an emergency PO to get this underway (we would submit an approve, ratify and confirm agenda item to the TC after the work is completed) or would you like us to try and obtain a competitive proposal from someone else? Please advise.

Thanks,
Dave O

Purchase Order

Town of Narragansett
25 Fifth Avenue
Narragansett RI 02882

No. 143448

NOT RESPONSIBLE for any materials delivered or services rendered unless confirmed by purchase order.

Invoice the Above Address(Attn: Accounting).....

This PO number must appear on invoice, B/L, cases, packing lists, and correspondence.

P.O. Date: 02/05/2014

Questions ? Purchasing - Phone: (401) 782-0644 Fax: (401) 788-2555

Ext: Account:

P.O. Issued To :

Ship To:

Koolco, Inc
476 Main Street
Wakefield RI 02879

Town of Narragansett - Public Works
Attn: David Ousterhout
260 Westmoreland Street
Narragansett RI 02882
(401) 782-0687

Contact:

Location: Public Works

Phone: (401) 783-1500

Fax: (401) 782-0300

Project: N/A

Req# 63642

Reference: Emerg/Westmoreland St

Date Required: 02/15/2014

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	7500	dlrs		New split-heating system to replace old, non-functioning system at PW facility - Westmoreland Street.	19.710.7000	1.00	7,500.00	0.00	0.00

2/12/14 Closed \$7,800.-

APPROVAL SIGNATURES:

2/5/14 C.O. + \$300.-

Sub-Total:	7,500.00
Freight:	0.00
Tax:	0.00
Total Amount:	7,500.00

NOTES:

Heating system at DPW has STB and Suburban Gas would not allow us to restart it, as it was leaking propane fumes into the air vents. Koolco provided a quote replace the system (attached). TM has given her approval via email and it will be placed before TC as approve/ratify/confirm as a future meeting.

Buyer:

Susan Gallagher

Order Via:

Phone

ENTITY COPY

Susan

TOWN OF NARRAGANSETT - PURCHASING OFFICE

CHANGE ORDER

CHANGE ORDER #	<u>1</u>	P.O. #	<u>143448</u>
VENDOR NAME	<u>Kool Co Inc</u>	ACCT(S) #	<u>19.710.7000</u>
DEPARTMENT	<u>DPW Public Works</u>	ORIG AMOUNT	\$ <u>7,500.00</u>
CHANGE ORDER DATE	<u>2/5/14</u>	DOLLAR CHANGE	\$ <u>300.00</u>
		REVISED AMOUNT	\$ <u>7,800.00</u>

CHANGES / ADDITIONS (What needs to be changed?)

Increase PO amount by \$300. -

JUSTIFICATIONS / REASONS (Why?)

Heating system Kool Co ordered has a 3 week back order delivery date. Kool Co recommends ordering next step up of heating system which is in stock & can be delivered & installation started this week. Increase approved by Susan G & Pam N via email.

Will go before TC w/ AIR/C

APPROVAL:

DEPARTMENT HEAD	<u>[Signature]</u>	DATE	<u>2/5/14</u>
PURCHASING AGENT	<u>[Signature]</u>	DATE	<u>2/6/14</u>
FINANCE DIRECTOR	<u>[Signature]</u>	DATE	<u>2/10/14</u>
TOWN MANAGER	<u>[Signature]</u>	DATE	<u>2/10/14</u>

PART 1 - ACCOUNTING

PART 2 - ORIGINATOR



KOOLCO, INC.

476 Main Street
Wakefield, RI 02879

401-783-1500 Fax: 401-782-0300

INVOICE

P.O.	Order Date	Entry	Promised	Date & Time	Mechanic	Helper	Invoice No.
P.O. 143448	01/31/14	CGS	01/31/14		JC		047252

Bill To:
NARRAGANSETT TOWN HALL
 Finance Department
 25 Fifth Avenue
 Narragansett, RI 02882

Job Location:
PUBLIC WORKS
 260 Westmoreland
 25 Fifth Avenue
 Narragansett, RI 02882

Telephone	Work Phone	Terms	Contact
401-782-0644		NET15	Kristin

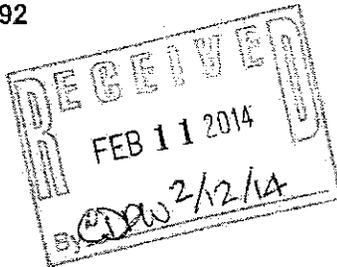
DESCRIPTION OF JOB

Replace the HVAC package unit with new condensing furnace and condensing unit. quote \$7800.00

Description of Work & Materials	Quantity	Price	Amount
Replaced customer's package HVAC unit with a split HVAC system. CARRIER FURNACE M/N 59SC5A140S241126 S/N 0414A49454 CARRIER CONDENSING UNIT M/N 24ABB348A310 S/N 1813E19704 CARRIER EVAPORATOR M/N CNPVP4821ALAAAAA S/N 0314X22792	1.00	7800.00	7800.00

----- Labor Details -----

Date	Hours	Rate	Hours	Rate
02/10/14	4.00@			
02/07/14	8.00@		8.00@	
02/06/14	8.00@		8.00@	
02/03/14	4.00@			



Labor Details

Invoice Totals

Mechanic Hrs. @	Extended Mechanic	Materials Charge	7,800.00
Helper Hrs. @	Extended Helper	Labor Charge	

Date Completed 02/10/14	Thank you for your business!	TOTAL DUE:	7,800.00
----------------------------	------------------------------	-------------------	----------

Produced by Bottom Line Software
 Finance charge of 2% per month (24% Annually) will be added to balances after 15 days. The purchaser agrees to pay all costs of collections including reasonable attorney fees. The sale of any item on this Invoice will not be affected until Koolco, Inc. receives payment in full.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 12

Amend No. _____

Date Prepared: April 11, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Jeffry Ceasrine, P.E., Town Engineer
PREPARED BY: Susan Gallagher, Purchasing Agent
SUBJECT: Pump Station Wet Well Cleaning – Special Project

RECOMMENDATION:

That the Town Council approves the daily rates for labor, equipment, and disposal of material for cleaning the wet wells at the Ouida Street and Sprague Bridge Pump Stations from Inland Waters, Inc.

SUMMARY:

We need to have the wet wells cleaned at our two (2) largest pump stations (Sprague Bridge and Ouida Street). While we typically have all stations cleaned in this manner each year, this is related to special projects at both locations that involve other mechanical work in the wet wells. Historically, there have been two (2) firms that have bid on this type of work for us; McVac Environmental Services, and Inland Waters. Both have performed similar work for us in the past. We requested daily rates for labor, materials, and specialized pumping\cleaning equipment from both firms, as well as disposal costs. The composite daily rate (except for the per ton disposal cost) for McVac is \$3,543.75, plus \$125 per ton for solids, and \$3,150.00, plus \$85 per ton for solids for Inland Waters. We anticipate this as a single day work order, plus an indeterminate amount of material to be disposed of.

Funding is available in the Wastewater Enterprise Fund Capital Account, 32-752-0628, Remote Pumping Stations.

ATTACHMENTS:

1. Quotes from McVac and Inland Waters.

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

Cell 401-640-8577

From: Bill McEwen [mailto:bmcewen@mccvacenv.com]
Sent: Monday, March 03, 2014 12:10 PM
To: Eric Geiselhart
Subject: RE: Sprague

McKAC

Hey Eric here are some numbers for wet well cleaning.

Vac with op----\$190.00 x8hr =\$1520.00

2 techs at \$55.00 each x 8hr =\$880.00

Confine space gear \$250.00 per day

Rackbody \$250.00 per day

Disposal \$475.00 for flow able grease

Solids \$125.00 per ton

All billing portal to portal

5% ins surcharge on total bill

It would be in your best interest to do 2 wet wells that day because of travel

From: Eric Geiselhart [mailto:egeiselhart@narragansetttri.gov]
Sent: Monday, March 03, 2014 9:31 AM
To: bmcewen@mccvacenv.com
Subject: Sprague

Eric Geiselhart
Wastewater Maintenance Supervisor
Town of Narragansett
990 Ocean Road
Narragansett, RI 02882
Office 401-788-2562
Fax 401-782-0681
Cell 401-640-8577

April 10, 2014

Mr. Eric Geiselhart
Wastewater Maintenance Supervisor
Town of Narragansett
990 Ocean Road
Narragansett, RI 02882

Ref: High velocity vacuum cleaning w/ man entry & setup of Ouida & Sprague Lift Stations, Narragansett, RI

Dear Mr. Geiselhart,

Pursuant to your request, listed for your review is a pricing schedule for the above referenced project. Inland Waters Inc. (IW) will provide all the listed equipment and manpower to remove the accumulated solids from the lift stations.

Project Notes:

IW to provide (as needed).

GUZZLER High CFM Vacuum Truck w/ licensed operator.
OSHA certified laborers.
Confined space protocol and PPE
Hose, equipment and material.
Transportation and disposal of non haz accumulated solids @ RIRRC's Central Landfill (only if required).

Narragansett to provide.

Authorized onsite representative.
Clear & open access to staging area.
Scheduled flow outages.
Pump down and bypass of all associated liquids.
Arrangements for off-loading at WWTP for accumulated liquids & materials.

Pricing Schedule:

Onsite service Activities:	\$3,150.00 / per / Eight Hour Weekday Shift
Overtime rate	\$ 395.00 / per / Hour after Eight Hours onsite
Disposal @ RIRRC Central Landfill	\$ 85.00 / per / Ton (certified weight slips)
Transportation for disposal	\$ 125.00 / per / per event after 8 hours

Project Clarifications:

The required onsite activities for the cleaning of lift stations are considered maintenance and engineering related service activities and do not adhere to any advertised RI rate schedule.
IW will not be held responsible for pre-existing structural conditions.
IW will perform referenced services in onsite eight hour weekday shifts.
IW would be available to commence referenced services within 5 business days of receipt of a notice to proceed.
IW rate structure does not include providing water or power washing equipment.
Narragansett will define and schedule the outages for contracted services onsite services.
Narragansett's authorized representative will have sole responsibility to determine the completion of IW's contracted services.

If you have further questions or require additional information do not hesitate in contacting Mr. Geoff Powers direct @401-265-3222 or geoff@inlandwatersinc.com. He await's your reply.

Respectfully submitted,



Robert W. Routhier Jr.
Partner / Project Director
Inland Waters, Inc.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: _____ 13 _____
Amend No. _____**

Date Prepared: January 8, 2014
Council Meeting Date: April 21, 2014

TO: Honorable Town Council
FROM: Michael DeLuca, Community Development Director
SUBJECT: Adopt-A-Spot Authorization – Knowles Way Extension Park

RECOMMENDATION:

That the Town Council AUTHORIZES the Town Manager to sign an Adopt-A-Spot agreement with the following individuals for the indicated locations:

Knowles Way Extension Park – Pi Kappa Alpha Fraternity

SUMMARY:

The above-mentioned agreement would provide the Pi Kappa Alpha Fraternity members the authorization to conduct volunteer clean-ups of the Knowles Way Extension public access way to the shore of Point Judith Pond and to provide insurance coverage for participating fraternity members while working on-site for a period of two (2) years.

The site was reviewed and recommended for authorization by the Conservation Commission on Tuesday March 11, 2014.

The segment applied for is identified in green on the enclosed map of the trail system.

ATTACHMENTS:

1. Adopt-A-Spot Application.
2. GIS Map of site

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

**ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date:**




Adopt-An-Access Program
This Shoreline Right-Of-Way
has been adopted by:
To Adopt This Access
Please Contact (401) 782-0687

 Program Administered
By The Narragansett
Conservation Commission


**Shoreline
Public Access**

We want to make
sure that the public has
access to the shoreline in
a safe and responsible way.

Please do your part:
Do not litter & respect the rights
of neighboring property owners.
Please do not remove any
natural resources, including rocks, shells
or other shoreline materials.
We are committed to
protecting the shoreline.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 14
Amend No. _____

Date Prepared: January 8, 2014
Council Meeting Date: April 21, 2014

TO: Honorable Town Council
FROM: Michael DeLuca, Community Development Director
SUBJECT: Adopt-A-Spot Authorization – Narragansett Sea Wall

RECOMMENDATION:

That the Town Council AUTHORIZES the Town Manager to sign an Adopt-A-Spot agreement with the following individuals for the indicated locations:

Narragansett Sea Wall – Rhode Island Surfrider Foundation

SUMMARY:

The above-mentioned agreement would provide the Rhode Island Surfrider Foundation members the authorization to conduct volunteer clean-ups of the Narragansett Sea Wall sidewalk and associated shoreline along Ocean Road and to provide insurance coverage for participating Surfrider members while working on-site for a period of two (2) years.

The site was reviewed and recommended for authorization by the Conservation Commission on Tuesday March 11, 2014.

The segment applied for is identified in green on the enclosed map of the trail system.

ATTACHMENTS:

1. Adopt-A-Spot Application.
2. GIS Map of site

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 15 _____

Amend No. _____

Date Prepared: April 7 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Jeffry Ceasrine, P.E., Town Engineer
SUBJECT: Sewer Policy Committee Referral, Plat F, Lot Z, Lot 4-2

RECOMMENDATION:

That the Town Council refer a request from John and Lisa Goodwin for a waiver of the Sewer policy for Plat Z, Lot 4-2 (Gibson Avenue) to the Sewer Policy Committee for review.

SUMMARY:

The attached March 31, 2014 letter from John and Lisa Goodwin requests an appeal of a staff level denial on sewer availability. The staff letter dated March 18, 2014 is attached as well.

The Sewer Policy Committee meets on an ad hoc basis to hear appeals from staff level decisions relating to the Town's Sewer Policy.

ATTACHMENTS:

1. March 18, 2014 staff denial letter
2. March 31, 2014 applicant appeal letter

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

March 31, 2014

Narragansett Town Council

Re: Appeal of Sewer Policy

'14 APR 1 PM 2:51

Dear Town Council,

I had submitted a Sewer Availability Request to the Town Engineering Department and received a reply dated March 18, 2014, which is **attached**.

Upon further review, I have discovered that Plat Z, Lot 4-2 does not fall within a defined Sewer Area but a sewer line runs in front of the lot and connects to the Polo Club Condominiums to the South and West.

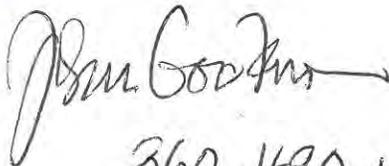
Plat Z, Lot 4-2 is recognized as a lot of record and has been taxed as such since 1995. Lot 4-2 has frontage on Gibson Avenue and has been mapped for existing wetlands. Please see Existing Conditions Plan **attached**. A building envelope has been defined on this Plan, but appears to be too small for a standard septic system. Because of this hardship, I am appealing to the Council to allow me to attach to the sewer line on Gibson Avenue. As precedent, Plat F, lot 14-13 is attached to this sewer line and is not within the defined Sewer Area. I am appealing to the Council for similar consideration.

If you require any additional information, please contact me via post or email.

Regards, John W. Goodwin and Lisa B. Goodwin (POA for James W. and Ruth J.K. Fain)

172 Gibson Avenue, Narragansett, RI 02882

j.goodwin@cox.net and lisa.goodwin@cox.net


360.490.4609

ENGINEERING DEPARTMENT
Fax No. (401) 782-0669

John W. Goodwin
172 Gibson Avenue
Narragansett, RI 02813

March 18, 2014

Re: Sanitary Sewer Availability
Plat "Z" Lot 4-2, 172 Gibson Ave.

Dear Mr. Goodwin,

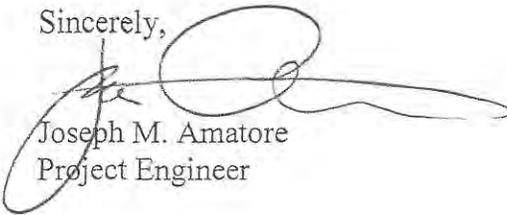
As per your request of March 14, 2014, this office has researched the referenced subject. There are no public sanitary sewers within the immediate area of the property in question.

Under the Town of Narragansett Sewer Policy, (full adoption April 18, 1995; amended July 15, 1996, December 6, 1999, and July 7, 2008), extensions of sanitary sewers (up to 350 feet) are allowed under certain and distinct conditions. One of those conditions is that the area in question must be in a Sewer Area, which is an area or neighborhood that has been prioritized for sanitary sewer service by the Town. The Sewer Areas are generally developed plats that are either already sewered to a great extent, or contain a significant number of failed or failing Onsite Wastewater Treatment System (OWTS's).

The property in question is not within a Sewer Area as defined by the policy. As such, a request for a connection or an extension cannot be granted at this time. You may appeal provisions of the Sewer Policy to the Town Council in writing; typically, the applicant would have to prove some level of hardship or compelling public good in order for a significant waiver to be granted.

Please do not hesitate to contact this office should further information be required.

Sincerely,



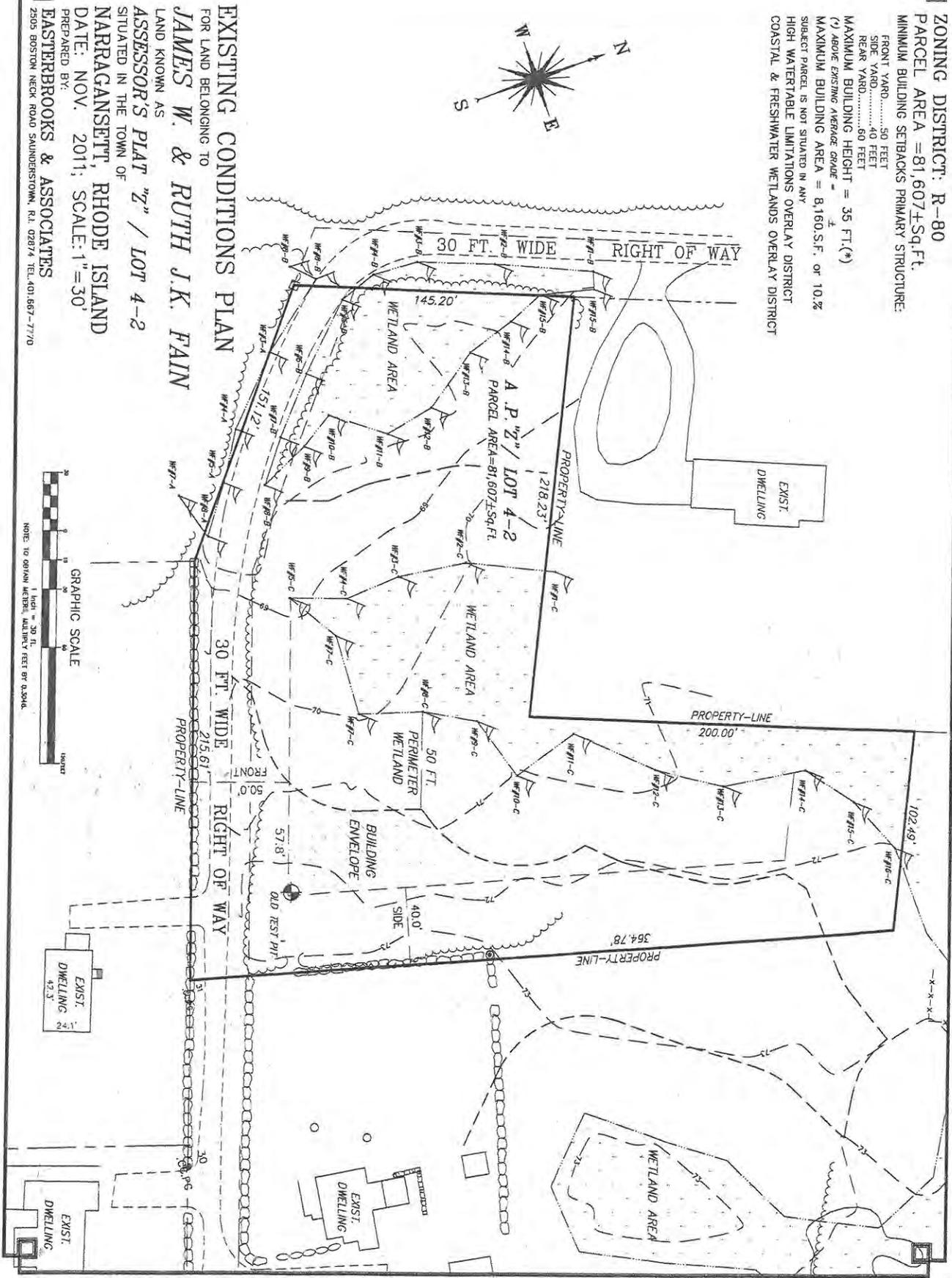
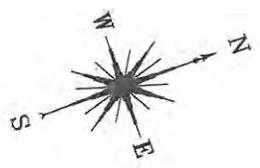
Joseph M. Amatore
Project Engineer

JA/ja

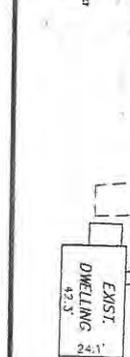
cc: Wastewater Clerk; Kristen Giblin

705-L-049-14

ZONING DISTRICT: R-80
PARCEL AREA = 81,607±Sq.Ft.
 MINIMUM BUILDING SETBACKS PRIMARY STRUCTURE:
 FRONT YARD.....50 FEET
 SIDE YARD.....40 FEET
 REAR YARD.....80 FEET
MAXIMUM BUILDING HEIGHT = 35 FT.(*)
 (*) ABOVE EXISTING AVERAGE GRADE ±
MAXIMUM BUILDING AREA = 8,160.S.F. or 10.2%
 SUBJECT PARCEL IS NOT SITUATED IN ANY
 HIGH WATERABLE LIMITATIONS OVERLAY DISTRICT
 COASTAL & FRESHWATER WETLANDS OVERLAY DISTRICT



EXISTING CONDITIONS PLAN
 FOR LAND BELONGING TO
JAMES W. & RUTH J.K. FAIN
 LAND KNOWN AS
ASSESSOR'S PLAT "Z" / LOT 4-2
 SITUATED IN THE TOWN OF
NARRAGANSETT, RHODE ISLAND
 DATE: NOV. 2011; SCALE: 1"=30'



No Image

MBLU : Z / 4 / 2 / 1
Location: GIBSON AVENUE
Owner Name: FAIN, JAMES W &
Account Number: 00102999

Parcel Value

Item	Assessed Value
Buildings	0
Xtra Bldg Features	0
Outbuildings	0
Land	102,000
Total:	102,000

Owner of Record

FAIN, JAMES W &
 FAIN, RUTH J K
 112 S FIJI CIRCLE
 ENGLEWOOD, FL 34223

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
FAIN, JAMES W &	328/0097	4/27/1995	0

Land Use

Land Use Code	Land Use Description
1310	VAC POT DV MDL-00

Land Line Valuation

Size	Frontage	Zone	Neighborhood	Assessed Value
1.87 AC		R-80	0250	102,000

Construction Detail

Building # 1	MODEL
STYLE Vacant Land	Vacant

Building Valuation

Living Area: 0 square feet	Replacement Cost: 0	Year Built:
Depreciation: 100%	Building Value: 0	

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 16

Amend No. _____

Date Prepared: April 14, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Anne M. Irons, CMC – Town Clerk
SUBJECT: Petition for Bond Issue for new Library

RECOMMENDATION:

That the Town Council RECEIVE and PLACE on FILE signed petitions from the Friends of the Narragansett Library.

SUMMARY:

The Friends of the Narragansett Library have circulated petitions among voters in Narragansett to ask the Town Council to approve a bond issue to be put forward in the November 2014 election.

Attached are copies of the signed petitions.

ATTACHMENTS:

1. Cover Letter
2. Petitions

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

Narragansett Town Council
Narragansett, RI 02882

April 14, 2014

The Friends of the Narragansett Library have circulated petitions among voters in Narragansett to ask the Town Council to approve a bond issue to be put forward in the November 2014 election.

The bond issue is needed to fund a library sufficient to fulfill standards of the Americans with Disability Act, to provide a safe environment for patrons of all ages, to bring the book, DVD, and audio collections up to standards, to provide adequate public internet availability in a space large enough to hold the improvements.

The accompanying petitions are being submitted to the Council to express the desire of the community for an improved library.

Respectfully submitted on behalf of the Friends of the Narragansett Library

Gail Shields

FRIENDS OF THE NARRAGANSETT LIBRARY

PETITION TO THE NARRAGANSETT TOWN COUNCIL

March 12, 2014

Re: Bond Issue for Library Construction

We, the Narragansett residents, petition the Narragansett Town Council to vote for a bond issue for a new library facility to appear on the November 2014 ballot.

'14 APR 11 PM 3:54

This is imperative because the Library Consultant, Patience Jackson, has found serious deficiencies in the Maury Loojens Memorial Library. Among them are:

- Multiple violations of the Americans With Disabilities Act
- Inability to assure a safe environment at all times because of the building's configuration
- Overall lack of space to provide full services to patrons
- Inadequate collections of books, audios and videos.
- Inadequate number of public access computers.

3

PRINTED NAME	SIGNATURE	STREET ADDRESS
GAIL SHIELDS	Gail Shields	37 Earles Court
Cecile Mark	Cecile Mark	7 Fox Drive
Phyllis Richards	Phyllis Richards	24 Southwest Rd
DR. STEPHEN CREAGH	Dr. Stephen Creagh	675 Ocean Rd
Ann Sullivan	Ann Sullivan	45 West Bay Dr.
AT BREWERY	Wally Wally	156 Boston Neck Rd.
Justin Riccio	Justin Riccio	130 East Main St.
Robert Palumbo	Robert Palumbo	42 Westmoreland St
Pamela A. Palumbo	Pamela A. Palumbo	42 Westmoreland St.
Frances E. Doherty	Frances E. Doherty	30 Kingstown Rd Apt 217B
Linda Fark	Linda Fark	49 Juniper Tr.
Joan M. Karakas	Joan M. KARAKAS	116 Spicebush Tr
Kathleen Fisher	Kathleen Fisher	54 Bonnet Pt Rd
David DeSouza	David DeSouza	191 Ocean Rd
Jean Dawney	Jean Dawney	200 Cira Rd
Bob Tonzi	Bob Tonzi	42 Fernleaf Trail
Maureen Cummings	Maureen Cummings	Boston Neck Road
Robert King	Robert King	85 Inkberry Trl
Nathaniel Crckett	Nathaniel Crckett	Bonnet Shore Rd
ANNETTE LAFERCHIE	Annette Laferchie	30 Kingstown Rd.
Karen Orabona	Karen Orabona	19 Starboard Ten
Carl Lerman	Carl Lerman	82 Inkberry Tr.
ADITHYAN VENKATRAMAN	Adithyan Venkatraman	67 Lakewood Dr.
Amy Henderson	Amy Henderson	126 Spicebush Trail, Narr.
Patrick M. Quigley	Patrick M. Quigley	18 Meadow Sweet Trail

Additional copies in our master binder

FRIENDS OF THE NARRAGANSETT LIBRARY

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14 APR 11 PM 3:54

PRINTED NAME	SIGNATURE	STREET ADDRESS
Robin Plaziak	<i>[Signature]</i>	15 Birchwood Dr. Narr.
SARAH VANHINE	<i>[Signature]</i>	35 SCHONER COVE RD
Cathy DeLuca	<i>[Signature]</i>	17 Ave D Narr
PATTY GARDINER	<i>[Signature]</i>	11 ARCIEROT CT Narr
Kelly Cartwright	<i>[Signature]</i>	1 Champlin Cove Rd
Cindy Timpano	<i>[Signature]</i>	10 Narragansett Ct
Denise Rubin	<i>[Signature]</i>	168 Caswell St.
DIANE SOUSA	<i>[Signature]</i>	860 Boston Neck Rd.
PAMELA COTTLE	<i>[Signature]</i>	110 Brown St
Jennifer Allegretto	<i>[Signature]</i>	7 Midway Rd.
Melissa Crawford	<i>[Signature]</i>	64 Lambert St
ROBERTA KESTER	<i>[Signature]</i>	12 PIER MARKET PL
Sara Ferraro	<i>[Signature]</i>	773 Point Judith Rd.
Alison Ward	<i>[Signature]</i>	43 Indian Trail
Mary Previte	<i>[Signature]</i>	50 Avice St
Kristin Greenberg	<i>[Signature]</i>	56 Pomfret Rd.
William B. Murray	<i>[Signature]</i>	122 Weyland Trl
Ellen M. Bennett	<i>[Signature]</i>	39 Goose Island Rd., Narr.
Allison Mosher	<i>[Signature]</i>	45 Azaka Rd Narr.
Emily Hulgins	<i>[Signature]</i>	1414 OCEAN RD
ROBERT SMILEVSKI	<i>[Signature]</i>	9 NEWPORT ROW
JESSICA PANCICER	<i>[Signature]</i>	60 Pawley Way
Veronica Paulantonio	<i>[Signature]</i>	71 Bal timore Ave
Mary Cord	<i>[Signature]</i>	57 South pier rd
Kayla Dtherington	<i>[Signature]</i>	3 Huckleberry Trl

FRIENDS OF THE NARRAGANSETT LIBRARY

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PRINTED NAME	SIGNATURE	STREET ADDRESS
PAT Toferian	<i>[Signature]</i>	13 Haven St
Tara Smith	<i>[Signature]</i>	45 Lake St
Emily Bennett	<i>[Signature]</i>	80 Gibson Ave
HOLLY Bobbi	<i>[Signature]</i>	441 Ocean Rd
BRIAN Cummings	<i>[Signature]</i>	83 KINGSTOWN
Shawn Winn	<i>[Signature]</i>	131 Mattatoxet Rd.
Eileen Tobin	<i>[Signature]</i>	29 Beech Rd
Michael Tobin	<i>[Signature]</i>	29 Beech Rd
Karen Mitchell	<i>[Signature]</i>	13 Ocean View Dr.
Kimberly Pucci	<i>[Signature]</i>	51 Kings Grant Rd.
Michael Kavanagh	MICHAEL KAVANAGH	39 CIRCUIT DR
Amy Donadio	<i>[Signature]</i>	Ninigret Rd.
Elise Sefcsik	<i>[Signature]</i>	56 Edgewater Rd.
Deborah Brindamer	<i>[Signature]</i>	102 Wampum Rd.
Mary Hebert	<i>[Signature]</i>	6 King Philip Rd
Jessica Gerberich	<i>[Signature]</i>	
Cathy Fogarty	<i>[Signature]</i>	25 Glendaway Dr
Sarah Jacobson	<i>[Signature]</i>	30 Frances Ave
Rosemarie Giusti	<i>[Signature]</i>	10 Ponagansett Pkwy
Donna Giusti	<i>[Signature]</i>	+ Spicebush Trail
Melissa Whaley	<i>[Signature]</i>	5 Pine Rd
Margaret Webster	<i>[Signature]</i>	57 Conch Rd
Kori Damiani	<i>[Signature]</i>	101 Sachem Rd
Mark Campoparo	<i>[Signature]</i>	101 Sachem Rd
Shirley Gallagher	<i>[Signature]</i>	5 Saffaire Ave

[Handwritten mark]

FRIENDS OF THE NARRAGANSETT LIBRARY

PETITION TO THE NARRAGANSETT TOWN COUNCIL

March 12, 2014

Re: Bond Issue for Library Construction

We, the Narragansett residents, petition the Narragansett Town Council to vote for a bond issue for a new library facility to appear on the November 2014 ballot.

'14 APR 11 PM 3:43

This is imperative because the Library Consultant, Patience Jackson, has found serious deficiencies in the Maury Lootjens Memorial Library. Among them are:

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PRINTED NAME	SIGNATURE	STREET ADDRESS
Gloria Roman	Gloria Roman	33 Wheatfield Cove Rd.
Joan Marshall	Joan A. Marshall	609 Pt Judith Rd.
Ann Turley	Ann Turley	20 Narragansett Ave
Karen Shalshelov	Karen Shalshelov	63 Leanda St Narragansett 02882
ANNA V. PICOZZI	Anna V. Picozzi	124 Cedar Island Rd
EMERIE T. RICE	Emerie T. Rice	31 Beach St - NARRAGANSETT 02882
CAROLYN Balint	Carolyn Balint	58 Inkberry Tr
Denise Champin	Denise Champin	26 STARBUCK AVE Narrag R 5
Alan T Oyer	Alan T Oyer	46 Spicebush Tr, Narrag
Erin DeLuca	Erin DeLuca	8 Sandra Ct. Narragansett
Sandra L. Morrison	Sandra L Morrison	11 Deborah St. Narragansett
Kristi		
Jim Yurwitz	Jim Yurwitz	31 Ilex Ln
DOROTHY HEMINGWAY	Dorothy J. Hemingway	15 C. Pond R, Narrag
Susan M. Boland	Susan M. Boland	81 Elderberry Lane SK.
Phyllis Cicchelli	Phyllis Cicchelli	49 Ocean Rd,
Harion Donnelly	Harion Donnelly	83 King Philip Rd
TONIA CAPUCCIO	Tonia C. Capuccio	3 Vanderbelt Drive
ANITA CASTROBROOK	Anita J. Castrobrook	106 Narragansett Rd.
MARY F. IACOBBO	MARY F. IACOBBO	49 PALM BEACH AVE. NARR.
JEAN E. GRAHAM	Jean E. Graham	36 Helms St, Narr.
BARBARA HAZARD	Barbara Hazard	8 Prospect Ct, Narrag
Paulina Tubino	Paulina Tubino	81 no. River Rd
Christine McLeod	Christine McLeod	46 Kanning Ave Narragansett
BARBARA McCRAVE	Barbara McCrave	22 Gahem Rd Narragansett

FRIENDS OF THE NARRAGANSETT LIBRARY PETITION TO THE NARRAGANSETT TOWN COUNCIL

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11

PRINTED NAME	SIGNATURE	STREET ADDRESS	
Ann Smith	<i>[Signature]</i>	7 Homeland Ave	Narr
Janet Kortick	<i>[Signature]</i>	28 Lawrence Dr.	02882
MARGE YURGALEVITZ	<i>[Signature]</i>	26 Quince St.	Narra. 02882
CARL MONTAGNA	<i>[Signature]</i>	42 FOX DRIVE	02882
BARBARA GERSTENBLATT	<i>[Signature]</i>	Ridge Drive	Narra.
Michael Linacre	<i>[Signature]</i>	2 Cornell Rd.	Narra.
SANDRA FABRIZIO	<i>[Signature]</i>	1 Longview Dr.	Narra
DAVID F. WINTER	<i>[Signature]</i>	145 A BOON	
Ann L. Mulholland	<i>[Signature]</i>	50 Birchwood Dr.	
Marie M. Younkin	<i>[Signature]</i>	51 Overlook Rd.	Narra. 02882
Myron Waldman	<i>[Signature]</i>	"	"
Naomi MacDonald	<i>[Signature]</i>	(Beachwood)	30 Kingsbury
Janet Karen Barker	<i>[Signature]</i>	37a East St.	Narragansett
Gene Martin	<i>[Signature]</i>	1 SOUTH CLIFF DRIVE	02882
Rena Martin	<i>[Signature]</i>	1 SOUTH CLIFF DRIVE	02882
Avis Goldemberg	<i>[Signature]</i>	25 Easton Ct	
Barry C. Higgins	<i>[Signature]</i>	5 Deborah St.	Narra.
Jennifer Gaudin	<i>[Signature]</i>	53 MAUNSELL TRL	NARR
Mary Seary	<i>[Signature]</i>	11 ST. James Rd	Narra
Joy S. Semjen	<i>[Signature]</i>	51 Fox Dr.	Narra 02882
Barbara Vesey	<i>[Signature]</i>	44 South River Dr	Narra 02882
Mario J. Catuogno	<i>[Signature]</i>	Subside	Narra.
Maria Montanaro	<i>[Signature]</i>	151 Ocean Rd.	Narra.
Maria Montanaro	<i>[Signature]</i>	405 Bay Dr #24	Narra
Emily Listro	<i>[Signature]</i>	155 Bonnet Shores Rd.	Narra

FRIENDS OF THE NARRAGANSETT LIBRARY PETITION TO THE NARRAGANSETT TOWN COUNCIL

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PRINTED NAME	SIGNATURE	STREET ADDRESS
Dianne Babineau	Dianne Babineau	60 Southwest Rd
Nancy Dandro	Nancy Dandro	67 Chestnut Ave.
G. Burns	G. Burns	130 Caswell St
M. Varrucchio	M. Varrucchio	9 Whitney Ct Nan
Courtney Perry	Courtney Perry	34 Twin Leaf Trail Saunderson
Kuilla A. White	Kuilla A. White	39 COURTLAND DR., NARR., R.I.
ROBERTS WHITE	Robert White	39 COURTLAND DR NARR. RI
Robin Porter	Robin Porter	320 Westmoreland St DS NARR
Sandra Cox	Sandra Cox	1304 Ocean Rd. Narr.
Lynn Garvey	Lynn Garvey	102 Bellevue Ct Narr.
Lauren Cote	Lauren Cote	45 Beach Ave Narr.
DAVID BIANCHI	David Bianchi	PO Box 3285
Elizabeth G. Gault	Elizabeth G. Gault	PO Box 302
HELEN REED	Helen Reed	8 20 Whitney Ct.
Ann P. Lessmann	Ann P. Lessmann	35 Courtland Drive
Brooke Rodgers	Brooke Rodgers	60 Laneway Court
Margaret K. Flunder	Margaret K. Flunder	
MARTIN LAROUCHE	Martin Larouche	130 METTAXET RD NARR.
Dyllan Dean	Dyllan Dean	15 Deansels St. Narragansett
Josh Art	Josh Art	80 Central Street
Mary Ann Gruntchenko	Mary Ann Gruntchenko	5 Highland Trail
John Dink	John Dink	100 East Ave. Narr.
Anne Salvadore	Anne Salvadore	80 King Philip Rd.
Kandice Hansen	Kandice Hansen	35 T. J. Tr.

FRIENDS OF THE NARRAGANSETT LIBRARY PETITION TO THE NARRAGANSETT TOWN COUNCIL

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14 APR 11 PM 3:42

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PRINTED NAME	SIGNATURE	STREET ADDRESS
ROBERT BENJAMIN	Robert Benjamin	81 INEZ ST
Maurcen Sullivan	Maurcen Sullivan	8 S. Hill View Dr
STEPHEN RYDER	Stephen Ryder	35 LILLY LN
PEGGY MARCARET BENZ	Peggy Benz	28 Elizabetha Rd
ELAINE HUNT	Elaine Hunt	33 Larch Ave
Eugene Wells	Eugene Wells	15 Larch Ave
Nancy Wilkins	Nancy Wilkins	212 Point Judith Rd
George Wilkins	George Wilkins	
Lynda Puglia	Lynda Puglia	23 Manor Dr
Marie Caltri	Marie Caltri	8 Pine Road
SHARON BAINONE	Sharon Bainone	35 OCEAN VIEW DR.
Marjorie Martieston	Marjorie Martieston	51 Riverdell Dr
lynne Hornung	lynne Hornung	14 Jenny Ln.
JOHN F. USTAS	John F. Ustas	354 S. PINE RD.
Melissa Kollitides	M. Kollitides	9 Highland Ave
BOB LOONTJENS	Bob Loontjens	354 S. Pine Rd Apt 352
Judi Avant	Judi Avant	1185 Succatan Rd
Molly Midunsky	Molly Midunsky	90 STARR DR.
Tracey E Zeckhauser	Tracey E Zeckhauser	53 W. Robin Trail, Saunders Point, RI
Ellen R. Koopman	Ellen R. Koopman	109 Westmoreland St
Shirley East	Shirley East	14 E Pond Rd
Miron Waldman	M. Waldman	51 Overlook Rd
Paul Haas	Paul Haas	245 Boston Neck Rd
MARY ARMODY	Mary Armody	625 BOSTON NECK RD.

Saunders Point, RI
02874

FRIENDS OF THE NARRAGANSETT LIBRARY PETITION TO THE NARRAGANSETT TOWN COUNCIL

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PRINTED NAME	SIGNATURE	STREET ADDRESS
Harinder Cronin		148 Kingstown Rd.
Lynn Zilly		67 Tupelo Trail
Christine Lennon		14 South Hillview Dr.
Nicole Bonneau		116 Inez St.
Debra Sawyer		22 Spicewood Ave
Judi Hay		779 Ocean Rd
Kim Cristis		97 Montauk Rd
Kristin Tibbets		7 Leatherleaf Rd
Liam Lagana		31 Boston Neck Road
Susan Hinchliff		18 Pellaquens Hill Ave
Sally Currie		65 Angell Rd.
Amanda McCann		140 Westwind Rd
Steven Bartholomew		4 Wake Robin Trl.
Andrew Bartholomew		4 Wake Robin Trl.
Patrick Zilly		67 Tupelo Trl.
Christina Anketill		194 Barret Shores Rd
Emily Crane		126 Spicebush trail
Amy H. Crane		126 Spice Bush Trail
Mary Jeanette		102 Indian Trail
Victoria Soares		1044 Barnneck road
Karen Sousa		16 Oyster Shell Trl
Gail Sullivan		39 CREST AVE
Katie Hayward		77 Wampum Rd
Chelsea Newman		3 Sabbata Trl

FRIENDS OF THE NARRAGANSETT LIBRARY

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PRINTED NAME	SIGNATURE	STREET ADDRESS
DAVID SMITH	<i>[Signature]</i>	24 Rustle Road 02882
Katharine Melaney	<i>[Signature]</i>	70 Woodsia Rd 02874
Annelle Wakefield	<i>[Signature]</i>	69 Winterberry Rd.
Sue Bruck	<i>[Signature]</i>	46 Bridgetown Rd
Annette DeSilva	<i>[Signature]</i>	50 South River DR 02882
Richard P Moran	<i>[Signature]</i>	35 Hammond Ave
Catal Stuart	<i>[Signature]</i>	35 Foster Ln Narr. 02882
MARC STUART	<i>[Signature]</i>	35 Foster Ln Narr. 02882
Bethany Graves	<i>[Signature]</i>	1084 Boston Neck Rd Narr. RI
Beth Ann Burzon	<i>[Signature]</i>	14 Caleb Ave Narragansett
Susan Moses	<i>[Signature]</i>	10 Eric Rd Narr. RI
ELEN LOOTJENS	<i>[Signature]</i>	S. Pier rd - Narr. RI
Nancy Pelton	<i>[Signature]</i>	320 Westmoreland St
Carol Stuart		
Doreen Misrao	<i>[Signature]</i>	68 secluded Dr Narr. RI
Leigh Sutherland	<i>[Signature]</i>	16 Laura Lane
JANE McCARTHY	<i>[Signature]</i>	37 Swell Rd NARR 02882
JOAN SHIELDS	<i>[Signature]</i>	35 West King Lane NARR 02882
PATRICIA MAEDER	<i>[Signature]</i>	34 CANOPUS AVE, NARR. RI
Lee Cooney	<i>[Signature]</i>	29 Bow Run 02874
SANDRA DOUCETTE	<i>[Signature]</i>	54 Bonnet PT RD, NARR 02882
Kristin Carberry	<i>[Signature]</i>	121 Spice Bush Tr. Narr. 02882
William Huxley	<i>[Signature]</i>	52 Overlook Rd.
Carolyn Dyer	<i>[Signature]</i>	46 SPICEBUS WTR
Susan Doyle	<i>[Signature]</i>	Straw Ln. Wakefield

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March 12, 2014

Re: Bond Issue for Library Construction

We, the Narragansett residents, petition the Narragansett Town Council to vote for a bond issue for a new library facility to appear on the November 2014 ballot.

This is imperative because the Library Consultant, Patience Jackson, has found serious deficiencies in the Maury Loojens Memorial Library. Among them are:

- Multiple violations of the Americans With Disabilities Act
- Inability to assure a safe environment at all times because of the building's configuration
- Overall lack of space to provide full services to patrons
- Inadequate collections of books, audios and videos.
- Inadequate number of public access computers.

14 APR 11 PM 3:52

PRINTED NAME	SIGNATURE	STREET ADDRESS
LORRAINE M. NEMPE	Lorraine M. Hempe	20 Juddery Drive
MARY KANE	Mary Kane	216 Jamieson Blvd
Judith Williams	Judith P. Williams	21 Alexander St.
May McReynolds	Mayne Reynolds	300 West Mainland
Johanna Shaghalain	Johanna Shaghalain	124 West Mainland St.
Barbara Sherman	Barbara Sherman	116 Mathewson St. Apt 3
JACQUELINE BAGLIN	Jaqueline Baglin	7 HOLLYWOOD AVE.
MARIE CHAIKIN	Marie Chaikins	30 Kings Pt 02882
DALLEW LATIMER	SABIE LATIMER	596 GIBSON AVE. 02882
SHIRLEY LAMIS	Shirley Lamb	Col. John Gault Blvd 02882
Joan F. Adams	JOAN F. ADAMS	146 Col John Gault Rd
Barbara W. Algren	BARBARA W. ALGREN	25 LEONARD DODWELL RD. 02882
Wes Sullivan	Wes Sullivan	60 Bristol Rd
R. Scott Lambert	R. Scott Lambert	49 MEADOW SWEET TRAIL
WEI - L Z MA	Wei-L Z Ma	140 PT. JUDITH RD #39 Narragansett, RI
Jane H. Hesketh	Jane H. Hesketh	20 Starr Dr. West 02882
JEAN PROVOST	Jean Provost	100 Linnin - Am 02882
Judith McEinn	Judith McEinn	60 Fairway Dr 02882
CELENA MCGOWAN	C. McGowan	42 ALGONQUIN RD 02882
JAMES E. BRADLEY	James E. Bradley	3 ORFEE TR
Bill Couch	Bill Couch	3 MANNING RD.
GERRI DAVIS	Gerri Davis	8 Linden Rd. 02882
Patience Peck	PATIENCE PECK	30 KINGSTOWN RD, Narragansett 02882
Anne Strain	Anne Strain	94 Mantview Rd

FRIENDS OF THE NARRAGANSETT LIBRARY PETITION TO THE NARRAGANSETT TOWN COUNCIL

March 12, 2014

Re: Bond Issue for Library Construction

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'14 APR 11 PM 3:54

PRINTED NAME	SIGNATURE	STREET ADDRESS
Joanne Daly	<i>[Signature]</i>	35 DENISON DR 02882
Guy Millick	<i>[Signature]</i>	35 Denison Dr. 02882
Ann Kowalski	<i>[Signature]</i>	5 Sassafras Trl 02882
JAMES Kowalski	<i>[Signature]</i>	5 SASSAFRAS Trl 02882
Madeleine Stepanian	<i>[Signature]</i>	47 Ottawa Trail 02882
Bob Stepanian	<i>[Signature]</i>	47 Ottawa Trail 02882
Judith Babcock	<i>[Signature]</i>	106 So. Pier Rd.
Susan Duff	<i>[Signature]</i>	80 Secluded Drive 02882
Robert Reynolds	<i>[Signature]</i>	20 LAUREL LANE 02882
Carolyn Sherman	<i>[Signature]</i>	P.O. Box 455 59 Ocean State 02882
Yuri Tarnopolsky	<i>[Signature]</i>	84 Pettaquamscutt Hk Rd 02874
JUDY KENOWER	<i>[Signature]</i>	200 CLARK RD #206 NARR. RI
Adelle M. Fanetti	<i>[Signature]</i>	29 S. Pier Rd Narr 02882
Kina King	<i>[Signature]</i>	77 ad Barton Neck - 02882
Orin M. Slack	<i>[Signature]</i>	1 Cheddenberry 02882
Carmella MEMMA	<i>[Signature]</i>	34 A Gibson Ave.
Orin E. Slack	<i>[Signature]</i>	39 Azalea Rd / IV. 02882
Linda Reich	<i>[Signature]</i>	50 Southwest Rd 02882
Nancy Satalio	<i>[Signature]</i>	55 Bayberry Rd 02882
Carolyn D. Curtis	<i>[Signature]</i>	140 Westmoreland St. 02882
Joseph A. Degnan	<i>[Signature]</i>	42 Carver Ln 02882
Bob RAKOVIC	<i>[Signature]</i>	59 Wildwood Rd 02882
Richard Maril	<i>[Signature]</i>	672 Bosty Neck Rd
Corinne Pezzelli	<i>[Signature]</i>	19 Souvik Hillview Dr. Narr.
Jacqueline Sotnik	<i>[Signature]</i>	1 Betty Dr. 02882

FRIENDS OF THE NARRAGANSETT LIBRARY

PETITION TO THE NARRAGANSETT TOWN COUNCIL

March 12, 2014

Re: Bond Issue for Library Construction

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'14 APR 11 PM 3:54

PRINTED NAME	SIGNATURE	STREET ADDRESS
Phyllis Cicchelli	Phyllis Cicchelli	69 Ocean Pr.
LILLIAN LARKIN	Lillian Larkin	71 PUCON RD
Rosemary C. Smith	Rosemary C. Smith	24 Castle Road
Cindy McDonald	Cindy McDonald	600 Judith Rd
Jenny Boze	Jenny Boze	55 Henlock Ave
DAVID WINTEN	David Winten	145A BOON
Carol Sarubbi	Carol Sarubbi	30 Crestwood Rd Narr.
Dana Sarubbi	Dana Sarubbi	120 CONANICUS rd Narragansett
Doreen Haas	Doreen O. Haas	67 Fairway Drive 02882
Jenny Perera	Jenny Perera	
Kenzi	Kenzi	295 Pier Rd Apt B201 Nantux
Marcia J. Boyd	MARCIA BOYD	179 Ocean rd Narr.
Grace Marsland	GRACE MARSLAND	80 Knowles Way NARR
Paylette Chambers	Paylette Chambers	40 Lambert St/ Narr
Robin Newman	Robin Newman	3 PEPPERBUSH TRAIL
SEBORAH Grawt	Seborah Grawt	12 Old Pine Rd NARR.
Janice M. Sheehan	J. M. Sheehan	30 Kingstown Rd
Susan Sullivan	Susan Sullivan	47 WAMPAN RD
Walter Wilkes	Walter Wilkes	2 PIER MKT PL,
Nancy McKenna	Nancy McKenna	19 Henlock Ave.
Alison R. Nerone	Alison R. Nerone	126 Inkberry Tr.
Jeanne Warner	Jeanne Warner	268 Middlebridge Rd
Rebecca Rivers	Rebecca Rivers	2 Yellow Birch rd Narragansett
Bridget Keane	Bridget Keane	11 Crest Ave. Narragansett
Donna Sakkinen	Donna Sakkinen	9 Stanton Ave Narragansett

FRIENDS OF THE NARRAGANSETT LIBRARY

PETITION TO THE NARRAGANSETT TOWN COUNCIL

March 12, 2014

Re: Bond Issue for Library Construction

We, the library patrons, petition the Narragansett Town Council to pass a bond issue for a new library facility to appear on the November 2014 ballot.

'14 APR 11 PM 4:03

This is imperative because the Library Consultant, Patience Jackson, has found serious deficiencies in the Maury Loojens Memorial Library. Among them are:

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- Lack of meeting space to provide full services to patrons
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PRINTED NAME	SIGNATURE	STREET ADDRESS
STEVEN REI	Steven Rei	55 ONONDAGA RD
PAUL ROBINSON	Paul Robinson	131 Sakonnet Blvd.
John Sheil	John Sheil	52 Exeter Blvd
CHRISTINE MCKENNA	Christine McKenna	146 Indian Trail
JAMES J. MCKENNA	James J. McKenna	19 Hemlock St
JAMES T. MCKENNA	James T. McKenna	19 Hemlock St.
Katherine Hackett	Katherine Hackett	10 Wayne St
Michael Teferian	Michael Teferian	B Haven St
John Kelly	John Kelly	14 Robertson Rd.
Dawn O'Connell	Dawn O'Connell	14 Robertson Rd.
Felix Gill	Felix Gill	15 Willow
Jan Lugo	Jan Lugo	32 Richard Smith Rd
James H. Shendan	James H. Shendan	3 Cavalier Road Narr RI
Dan Gallogly	Dan Gallogly	19 Lambert St
George McAniff	George McAniff	11 Sweet Brook
Michael Kelly	Michael Kelly	449 Ocean Rd
Keith Smith	Keith Smith	225 SAND HILL COVE
Alan Longtin	Alan Longtin	225A Sand Hill Cove Rd
Kyle Nerdy	Kyle Nerdy	30 Desano Drive
BARBARA HOYKE	Barbara Hoyke	325A Sand Hill Cove Rd
Kevin Lauroprey	Kevin Lauroprey	30 Desano Drive
Mad Ft Be d d d d	Mad Ft Be d d d d	40 BRISTOL ROAD
JANIS X. GOODWIN	Janis X. Goodwin	20 FENNECAF TR.
CAMERON S. GOODWIN	Cameron S. Goodwin	20 FENNECAF TR.
Laurie Kelly	Laurie Kelly	25 wildfield bar in Rd

FRIENDS OF THE NARRAGANSETT LIBRARY PETITION TO THE NARRAGANSETT TOWN COUNCIL

March 12, 2014

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We, the Narragansett residents, petition the Narragansett Town Council to vote for a bond issue for a new library facility to appear on the November 2014 ballot.

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PRINTED NAME	SIGNATURE	STREET ADDRESS
LINDA McARTHUR	Linda J. McArthur	24 OSPRAT RD.
Ann McArthur	Ann McArthur	3 MARTEN AVE.
Domenica Biberich	Domenica Biberich	1 Deane Rd
KEVIN Vadachra	Kevin Vadachra	16 CONCH ROAD
GRACE MacPhee	Grace MacPhee	16 CONCH RD
Debra Simva	Debra Simva	101 Ocean Rd, unit 102
Alynn Kozlowski	Alynn Kozlowski	35 ANNA OLIVE ST
Chris Martelloni	Chris Martelloni	7 Angell Rd - Narr
Nancy Kuzowski	Nancy Kuzowski	1 Land Hill Road
Gale Rowles	Gale Rowles	52 Conch Rd.
Jane Valentine	Jane Valentine	52 Conch Rd
Francine Morin	Francine Morin	35 Homeland Ave
ELIZABETH PARRILLO	Elizabeth Parrillo	30 McArthur Tr.
ROBERT PARRILLO	Robert Parrillo	30 McArthur Tr.
Nancy L. HINDLE	Nancy L. Hindle	40 Robinson St
A.S. Martin	A.S. Martin	32 Beech Road Narr. RI
P.D. Paschke	P.D. Paschke	121 Saugate St NON-RESIDENT
Clarice Coleman	CLARICE COLEMAN	60 Meabow Sweet Rd
Hilary R. Salk	Hilary R. Salk	70 Narragansett Ave #412
Robert Shields	Robert Shields	37 Earles Dr.
PAUL MacLEAN	Paul MacLean	33 8th Ave St
Laurie Fort Mehlh	Laurie Fort Mehlh	102 Cedar Island Rd
ED BALLOU	Ed Ballou	190A OCEAN RD. NARR
John Carbone	John Carbone	154 Roman St

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: 16A _____
Amend No. _____**

Date Prepared: April 17, 2014
Council Meeting Date: April 21, 2014

TO: Pamela T. Nolan, Town Manager
FROM: Anne M. Irons, CMC - Town Clerk
SUBJECT: Class F-1 Liquor License Application May 1, 2014
At The Towers – URI Men’s Basketball Foundation Fundraiser

RECOMMENDATION:

That the Town Council approve a Class F-1 Alcoholic Beverage License for the URI Men’s basketball Foundation for a Fundraiser at the Towers to be held on Thursday, May 1, 2014, subject to state and local regulations.

SUMMARY:

The URI Basketball Foundation is holding a fund raiser at the Towers. As part of the event, they will be serving wine and food. Under state law a Class F-1 Liquor License is required for special events when alcohol is served to the public.

ATTACHMENT:

1. Application

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

**ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date:**

'14 APR 17 AM 11:30

CLASS F/CLASS F-1 LICENSE APPLICATION

PLEASE CHECK ONE:

CLASS F LICENSE _____

CLASS F-1 LICENSE _____

(PLEASE PRINT)

DATE OF APPLICATION: 4/17/14

NAME OF APPLICANT: University of Rhode Island Athletic Department
(AGENCY/NON-PROFIT ORGANIZATION)

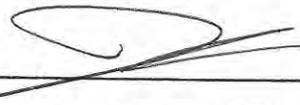
ADDRESS OF APPLICANT: 3 Kearney Road
Kingston, RI 02881

LOCATION TO BE USED: Narragansett Towers

KIND OF EVENT: Bonquet / Fundraiser for Men's Basketball

DATE OF EVENT: 5/1/14

TELEPHONE # WHERE APPLICANT CAN BE REACHED: 401-623-9199

SIGNATURE: 

(Please print name of person signing) John May

FEE SCHEDULE: CLASS F \$15.00 (Beer & Wine Only)
CLASS F-1 \$35.00 (Full Privilege)

Official Receipt for Recording in:
Narragansett Town Clerk
25 Fifth Ave.
Narragansett, RI 02882
Issued To:
URI ATHLETIC DEPARTMENT

Recording Fees	
Filing Type	Recording Amount
Number Volm Page Time	
L10 LIC F-1	11:41:05a 35.00
Alcohol Licenses	35.00
Collected Amounts	35.00
Payment Type	Amount
Cash	35.00

Total Received : 35.00
Less Total Recordings: 35.00
Change Due : .00

Thank You
ANNE M. IRONS CMC - Town Clerk
By - Anne Irons

Receipt# Date Time
0022371 04/17/2014 11:41a
Printed By: Anne Irons
Printed On: 04/17/2014 11:41a

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 17 _____

Amend No. _____

Date Prepared: April 11, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Jeffry Ceasrine, P.E., Town Engineer
SUBJECT: United Water Settlement Agreement

RECOMMENDATION:

That the Town Council approve and join in the Settlement Agreement that has been negotiated between United Water Rhode Island, Inc. and the Public Utilities Commission.

SUMMARY:

On August 12, 2013, United Water Co. of RI filed a request for rate changes with the RI Public Utilities Commission. This was unexpected – their last rate increase was filed in 2011 and approved in 2012 by the PUC, and they typically go many years between filings. Their filing asserts that customary increases in operating and significant increases in capital expenditures (new tank at the Prout School, and new transmission mains on Boston Neck Road) are driving this request. Briefly, the salient points of this rate change request are as follows:

Original August 2012 Filing

- 1) Under the current rate schedule, United Water sees a rate of return of 2.44%.
- 2) Under the proposed rate schedule, the rate of return requested was 8.75%, and the return on equity requested was 11.1%.
- 3) The overall revenue requested is some 42.59% higher than the current revenue.
- 4) The 42.59% overall revenue increase is proposed to be generated by applying a 43% increase across different rate classifications, to wit:
 - a. Residential, commercial, industrial, and municipal customers (direct customers) minimum quarterly charges and metered water charges. From the Town's perspective, this will affect Town-owned buildings that are direct UW customers, like the Beach and Public Safety facilities. It should be noted that UW's rate schedule for commercial, industrial, and municipal classes does **not** provide for a minimum allotment, or usage, like ours does.

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

Rather, all water used by these classes is billed at a metered charge rate (in addition to the minimum charge). Impact – this will vary on a building by building basis, depending on usage.

- b. Bulk sales (water that we purchase from United) – increasing at 42.97%. Impact – this is (under the appropriate rate model) a charge that is passed through from us to our direct customers. Based on the volume of water purchased last year from UW, the current rate structure would yield a bulk purchase cost of \$338,532. Under the proposed rate schedule, that amount would increase to \$483,000, for a difference of \$145,467. As this rate increase request was unexpected, we did not carry any appropriation within the recently-adopted FY 2013-14 budget to offset this increase. Based on the Operating portion of the Water Fund Budget, this equates to a 17% increase (based on a full year of anticipated purchased water). However, given the current timing of the rate filling process, we do not expect this increase to take effect until June or July of this year.
- c. Fire hydrant charges - This will impact the DPW budget; we have 293 hydrants in town that are owned by UW, and currently billed at \$520.00/year each for a total of \$152,360. Impact – the proposed annual per hydrant charge would increase to \$743.62, making the corresponding annual cost \$217,881 (increase of \$65,521).

The Town of Narragansett joined with the Town of South Kingstown and the Union Fire District, and filed as Interveners in this case before the Division of Public Utilities and Carriers. The Division, United Water of RI, and the three (3) interveners each hired financial consultants to review all documents, prepare testimony, and otherwise evaluate the requested changes. The Division of Public Utilities and Carriers and United Water have now proposed a Settlement Agreement and have requested that the State Public Utilities Commission (PUC) approve said Agreement. The following notes the same salient points of the proposed Settlement Agreement (noted in ***Bold Italics*** following the original points):

March 2014 Proposed Settlement Agreement

- 1) Under the current rate schedule, United Water sees a rate of return of 2.44%.
- 2) Under the original proposed rate schedule, the rate of return requested was 8.75%, and the return on equity requested was 11.1%. ***Under the proposed Settlement Agreement, the new rate of return would be 7.94% and the new return on equity would be 9.65%.***
- 3) The overall revenue requested in the original rate proposal is some 42.59% higher than the current revenue. ***Under the proposed Settlement Agreement, the overall revenue requested would be 32.49%. The result of the negotiations was a savings of approximately \$356,000 in additional revenue over what United Water originally requested.***

- 4) The **32.49%** overall revenue increase is proposed to be generated by applying a **32.83%** increase across different rate classifications, to wit:
- a. Residential, commercial, industrial, and municipal customers (direct customers) minimum quarterly charges and metered water charges. This will affect Town-owned buildings that are direct UW customers, like the Beach and Public Safety facilities. It should be noted that UW's rate schedule for commercial, industrial, and municipal classes does **not** provide for a minimum allotment, or usage, like ours does. Rather, all water used by these classes is billed at a metered charge rate (in addition to the minimum charge). Impact – this will vary on a building by building basis, depending on usage.
 - b. Bulk sales (water that we purchase from United) – increasing at **32.83%**. ***Impact – this is (under the appropriate rate model) a charge that is passed through from us to our direct customers. Based on the volume of water purchased last year from UW, the current rate structure would yield a bulk purchase cost of \$338,532. Under the proposed Settlement Agreement rate schedule, that amount would increase to \$449,672, for a difference of \$111,140. Based on the Operating portion of the Water Fund Budget, this equates to a 12.8% increase (based on a full year of anticipated purchased water).***
 - c. Fire hydrant charges - This will impact the DPW budget; we have 293 hydrants in town that are owned by UW, and currently billed at \$520.00/year each for a total of \$152,360. ***Impact – the proposed annual per hydrant charge under the Settlement Agreement would increase to \$692.00, making the corresponding annual cost \$202,756 (increase of \$50,396).***
 - d. United Water services direct private residential and commercial accounts in Town. These customers will also see a 32.83% increase. The Town typically cannot intervene on their behalf, due to the lack of legal standing, as we cannot represent private property owners as a class of rate payers.

Status

The consultant that was retained jointly by Narragansett, South Kingstown, and Union Fire District (B & E Consulting, LLC) has reviewed the original rate request model, the testimony offered by United Water, and the proposed Settlement Agreement. B & E also testified on our behalf before the PUC. It was their conclusion that the numbers in the proposed Settlement Agreement appear to be defensible and that said Agreement should be accepted. To continue to contest this process as an intervener would require expert testimony to further argue against the proposed rates, and we simply don't have that testimony available to us, based on the revised proposal figures.

United Water Settlement Agreement

April 21, 2014

Page 4

In terms of timing, the Division has requested a response to the Settlement Agreement on or before April 1, 2014. We had advised them that we would not be in a position to have any *formal* Town Council settlement authority for any of the above options prior to April 21, 2104. Both the Town of South Kingstown (April 2, 2014) and Union Fire District (April 7, 2014) have voted in the affirmative to approve and join in the proposed Settlement Agreement.

ATTACHMENTS:

1. Draft Settlement Agreement between United Water and the PUC (03/21/14)

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION**

IN RE: UNITED WATER RHODE ISLAND, INC.

DOCKET NO.: 4434

SETTLEMENT AGREEMENT

I. INTRODUCTION

United Water Rhode Island, Inc. (hereinafter “United Water”) and the Division of Public Utilities and Carriers (hereinafter “Division”) have reached an agreement on United Water’s rate application filed on August 12, 2013. Thus, the Division and United Water jointly request that the State of Rhode Island Public Utilities Commission (hereinafter “Commission”) approve this Settlement Agreement.

II. RECITALS

1. On August 12, 2013, United Water filed a rate application pursuant to R.I.G.L § 39-3-11 and Part II of the Commission’s Rules of Practice and Procedure.
2. United Water’s proposed rates were designed to collect \$1,563,153 of additional operating revenue to support a total cost of service of \$5,233,419. The impact of this request would have resulted in a 42.59 % increase in total cost of service. The proposed increase for all classes of customers would have been 43%. For a typical residential customer, the impact of this request would have resulted in an increase of \$10.30 per month.

3. United Water filed direct and rebuttal testimony and schedules from the following witnesses in support of its application:
 - a. Gary S. Prettyman, Senior Director, Regulatory Business, United Water Management & Services, Inc.;
 - b. Timothy J. Michaelson, Director, United Water Management & Services, Inc.;
 - c. Elda Gil, Regulatory Specialist, United Water Management & Services, Inc.;
 - d. Obioma (Obie) N. Ugboaja, Rate Analyst, United Water Management & Services, Inc.;
 - e. Paula L. McEvoy, Director of Engineering, United Water New York.
 - f. Stanley J. Knox, General Manager, United Water Rhode Island, Inc.;
 - g. Pauline M. Ahern, Principal, AUS Consultants; and,
4. The Town of South Kingstown filed a Motion to Intervene in this Docket on August 21, 2013. United Water did not object.
5. The Town of Narragansett filed a Motion to Intervene in this Docket on August 30, 2013. United Water did not object.
6. The Union Fire District of South Kingstown filed a Motion to Intervene in this Docket on September 6, 2013. United Water did not object.
7. The Division investigated United Water's requested rate increase with assistance from its staff and outside expert consultants. The Division issued data requests and filed direct testimony from the following witnesses on February 3, 2014:
 - a. Thomas S. Catlin, Principal, Exeter Associates, Inc.; and,
 - b. Matthew I. Kahal

DRAFT 3/21/14

8. The Town of South Kingstown, The Town of Narragansett and The Union Fire District of South Kingstown jointly filed the direct testimony of David G. Bebyn, CPA, B&E Consulting, LLC on February 6, 2014. (Note: Surrebuttal?)
9. The Division and United Water engaged in settlement discussions after United Water submitted its rebuttal testimony on March 3, 2014.
10. The Division and United Water gave due consideration to the testimony, exhibits, schedules, data requests, data responses, settlement discussions, and other documentation in this Docket and agreed to a comprehensive settlement that resolves all issues relating to United Water's application to increase rates.
11. The Division and United Water agree this Settlement Agreement is a just and reasonable resolution of the issues in this proceeding and jointly request its approval by the Commission.

III. TERMS OF SETTLEMENT

12. The Division and United Water agree that the Joint Settlement Schedules attached as Exhibit 1 (Schedules 1 – 19) are accurate and reflect the agreement reached in this Docket.
13. The agreed rates allow United Water to collect additional operating revenue in the amount of \$1,207,267 to support a total cost of service of \$4,923,600.
14. The proposed increase is an "across the board" increase of 32.83% for all classes of customers.
15. The agreed upon capital structure is 46.9% total debt and 53.1% equity; the return on equity is 9.65%; and, the overall rate of return is 7.94%.

IV. EFFECT OF SETTLEMENT

16. This Settlement Agreement is the result of a negotiated agreement. The Division and United Water conducted the discussions that produced this Settlement Agreement with the explicit understanding that all offers of settlement and discussion relating thereto are and shall be privileged, shall be without prejudice to the position of any party or participant presenting such offer or participating in any such discussion, and are not to be used in any manner in connection with these or any other proceedings.
17. The terms of this Settlement Agreement shall not be construed as an agreement to any matter of fact or law beyond the terms hereof. By entering into this Settlement Agreement, matters or issues other than those explicitly identified in this agreement have not been settled upon or conceded by any party to this Settlement Agreement, and nothing in this Settlement Agreement shall preclude any party from taking any position in any future proceeding regarding settled or unsettled matters.
18. This Settlement Agreement is the product of negotiation and compromise. The making of this Settlement Agreement does not establish any principle or precedent. This Settlement Agreement shall not be deemed to foreclose any party from making any contention in any future proceeding or investigation.
19. If the Commission rejects this Settlement Agreement, or modifies any provision herein, this Settlement Agreement shall be deemed withdrawn and shall be null and void in all respects.

IN WITNESS WHEREOF, the Parties agree that this Settlement Agreement is reasonable, in the public interest, in accordance with applicable law and regulatory policy, and is executed by their respective representatives, each being authorized to do so.

Dated this ____ day of March, 2014.

UNITED WATER
RHODE ISLAND, INC.
By its Attorney,

Joseph A. Keough, Jr., #4925
KEOUGH & SWEENEY, LTD.
100 Armistice Boulevard
Pawtucket, RI 02860
Tel: (401)-724-3600

Dated this ____ day of March, 2011.

DIVISION OF PUBLIC UTILITIES
AND CARRIERS,
By its Attorney,

Christy Hetherington, #
Special Assistant Attorney General
150 South Main Street
Providence, RI 02903
Tel: 401-274-4400, ext. 2425

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 18

Amend No. _____

Date Prepared: April 8, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: David E. Ousterhout, Director of Public Works
PREPARED BY: Susan W. Gallagher, Purchasing Agent
SUBJECT: Purchase of Additional 800MHz Radios

RECOMMENDATION:

That the Town Council approves the purchase of five additional Motorola 800MHz mobile radios for Department of Public Works vehicles and equipment from Motorola Solutions, in the total amount of \$12,908.72.

SUMMARY:

The Department of Public Works (DPW) utilizes the Public Safety Department's 800MHz radio communications system for both routine and emergency response assignments. These radios will be installed in the following trucks and equipment: John Deere backhoe #138, John Deere loader #130, truck #116, truck #111 and truck #102.

The attached quotation is provided pursuant to the State of Rhode Island MPA #395. The original bid award was by the State of Rhode Island, Office of Purchasing.

Funding is available in the Highway Division Capital Projects Account, 20-730-7014, Vehicles/Equipment.

ATTACHMENTS:

1. Quotation from Motorola Solutions, dated March 31, 2014.

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____



MOTOROLA SOLUTIONS

12 Walker Way
 North Scituate, RI 02857
 401-647-0402 Voice
 401-647-7957 Fax
Ron.provost@motorolasolutions.com

March 31, 2014

Mr. Michael DiCicco
 Town of Narragansett
 Department of Public Works
 260 Westmoreland Street
 Narragansett, RI 02882

XTL1500 MOBILE

The following is the cost and equipment required to purchase XTL1500 Digital Mobile 700 and 800 MHz. Band Trunked Radio.

All XTL1500 mobiles provide the following hardware features depending on which options are ordered:

- 10 foot negative ground power cable for dash mount
- Mounting hardware
- Flashport Program
- Internal Speaker
- Ignition Sense Cable

5	M28URS9PW1_N	XTL1500 mobile 10-35 watts	\$1312	\$6,560.00
5	G964	Astro Digital Operation 9600	\$ 681	3,405.00
5	G174	3DB Gain low profile antenna	\$ 35	175.00
5	G24	Add 2 year extended warranty	\$ 121	605.00
5	B18	7.5 Watt Speaker	\$ 49	245.00
1	WPLN4108BR	6 unit IMPRES charger	\$543.72	543.72
		Equipment Total		<u>\$11,533.72</u>
		Programming	\$60	300.00
		Installation	\$215	<u>1,075.00</u>
		Total		<u>\$12,908.72</u>



MOTOROLA SOLUTIONS

PRICING IS BASED ON THE STATE OF RHODE ISLAND MPA #395
WHICH IS IN EFFECT THROUGH OCTOBER 29, 2014.

Terms: Net 30 days, items as shipped.

Delivery: Via FedEx Ground, no charge to customer.

Validity: Pricing is good for 30 days.

Prepared by: Ron Provost

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 19 _____

Amend No. _____

Date Prepared: April 8, 2014
Council Meeting Date: April 21, 2014

TO: Pamela T. Nolan, Town Manager
FROM: Jeffry Ceasrine, P.E., Town Engineer
PREPARED BY: Susan W. Gallagher, Purchasing Agent
SUBJECT: Sanitary Sewer Replacement – Pier Area

RECOMMENDATION:

That the Town Council approves the removal and replacement (upgrade) of 300 feet of sewer line on Robinson Street utilizing the Town’s existing Miscellaneous Repair and Construction Contract with George Sherman Sand & Gravel Co., Inc., in the amount of \$20,000.00.

SUMMARY:

The Town has an existing contract in place with George Sherman Sand & Gravel Co., Inc. for Wastewater Miscellaneous Repair and Construction work. This contract is typically used for small and mid-sized projects that are essentially “design/build” in nature; our employees work with Sherman to facilitate the work, and we save the time and money to prepare and issue full design plans and specifications. Sherman has been our Wastewater contractor of record for over twenty (20) years and is well familiar with our system and our construction standards.

As the Town prepares to implement the next phase of the Pavement Management Program, our “due diligence” includes making sure that the underlying utilities that we are responsible for are in a good enough condition to (hopefully) outlast the new pavement work. In this case, the existing sanitary sewer on a 300 foot long portion of Robinson Street is an old four (4) inch diameter line, which is substandard in size and cannot be readily cleaned or inspected by our equipment. Under this scope of work, Sherman will purchase all new pipe and fittings, saw cut the existing pavement, excavate and remove the undersized sewer line, install the new line and reconnect seven (7) existing house laterals, and backfill and compact the trench. Temporary asphalt patch will be used until the actual road paving project takes place later this summer. The final road paving cost will be part of the Pavement Management Program in 2014.

TOWN CLERK USE ONLY:

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Action Date:

The price developed between the Town and Sherman for this work (\$20,000.00 replacing 300 feet of existing sewer line and disconnecting/reconnecting seven (7) existing house laterals) is very reasonable. Under the Town Council's current Miscellaneous Repair and Construction Contract Policy, projects with a value of over \$4,000.00 under this format require Town Council Approval.

Funding is available in the Wastewater Enterprise Account, 32-752-0624, Pier Area Flow Improvements.

ATTACHMENTS:

1. Proposal from George Sherman Sand & Gravel Co., Inc., dated April 8, 2014.

GEORGE SHERMAN SAND & GRAVEL CO., INC.

881 Curtis Corner Road

Wakefield, RI 02879

401-789-6304 FAX 401-789-8140

Email – Gsherman-sg@verizon.net

Proposal

April 8, 2014

Town of Narragansett Engineering

Robinson St. Sewer Main Replacement:

Remove existing 4" sewer line and replace with 6" SDR 35 pipe sewer main with stone bedding and 1' gravel top of trench. (300 LINEAL FEET)

Reconnect 7 existing laterals, 6" x 4" wyes at the main.

Saw cut pavement and 2" temporary asphalt patch of trench.

Price \$20,000.00

Does not include by-pass pumping of sewage.

Relocation of existing underground utilities, including the sewer work.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 20

Amend No.

Date Prepared: April 11, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Scott M. Partington, Fire Chief
SUBJECT: Contractual Agreement with Chris McGrath as an EMA consultant

RECOMMENDATION:

That the Town Council approves the contractual agreement between the Town of Narragansett and Chris McGrath to assist the Director and Assistant Director of Narragansett EMA with support and expansion of the town's emergency preparedness services.

SUMMARY:

This position will be self-sustaining and be entirely funded through local, state EMA and federal grant funds.

Emergency preparedness has become an increasingly complex field with many planning components and can consume much of the EMA Director's and Assistant Director's time. These individuals also serve as the Fire Chief and Police Chief. Having a consultant working with our directors will allow the town's EMA to strengthen our community's capabilities to better prepare, protect, respond and recover from disasters.

ATTACHMENTS:

1. Contract between the town and Chris McGrath
2. Chris McGrath's resume

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date:
 Approved
 Unfinished Business (Date heard previous:)
 New Business
 Public Hearing – No Action Taken

ORD. # RES. #
LCON# LIC. #
Action Date:

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made the _____ day of _____, 2014, by and between The Town of Narragansett, a municipal corporation existing under the laws of the State of Rhode Island, with offices located at 25 Fifth Avenue, Narragansett, RI 02882 (hereinafter referred to as the "TOWN"), and Chris McGrath TOWN (hereinafter referred to as "CONTRACTOR").

WHEREAS, the TOWN desires to utilize the services of CONTRACTOR on a non-exclusive basis to assist in supporting and expanding TOWN's EMA Services and preparedness, and

WHEREAS, CONTRACTOR warrants and represents that he is qualified and has the requisite knowledge and skill to assist the TOWN.

THEREFORE, in consideration of the mutual covenants and promises therein contained, it is agreed as follows:

1. The parties intend to create by this Agreement the relationship of an independent contractor and not employer-employee, partnership or joint venture relationship.

CONTRACTOR shall act as a vendor providing a service to TOWN and as such shall have the unrestricted right to exercise complete control over the manner and means of the operation of his own business, consistent with applicable federal, state and local laws and with the terms of this Agreement. CONTRACTOR shall not be considered an employee of the TOWN at any time or for any purpose whatsoever. CONTRACTOR shall, under no circumstances, be considered or construed to be or represent himself as an agent or representative of the TOWN and shall not attempt to negotiate or enter into a contract or an agreement of any nature in the name of, or on behalf of, the TOWN without the written consent of the TOWN, and any

purported contract or agreement in violation of this paragraph shall be null and void and in no way binding on the TOWN.

2. CONTRACTOR shall have the sole and complete discretion to carry out its obligations hereunder and to determine the specific mode and manner in which duties shall be performed, except that CONTRACTOR shall not perform any activity contemplated by this Agreement in a manner which discredits or embarrasses the TOWN. In the event CONTRACTOR retains the services of any individual to assist him in carrying out his obligations hereunder, CONTRACTOR shall be responsible for making any contributions which may be required under the Workers Compensation, Disability and Unemployment Insurance laws on behalf of himself and said individuals. CONTRACTOR shall also be responsible for and pay all federal, state and local taxes arising out of this Agreement and the employment of any such individual(s).

3. CONTRACTOR shall at his sole cost and expense, obtain and maintain in full force and effect during the continuation of this Agreement Workers' Compensation insurance to the extent required by law. CONTRACTOR will provide the TOWN with a certificate of insurance evidencing such coverage.

4. CONTRACTOR shall, at his sole cost and expense, obtain and maintain in full force and effect, during the continuation of this Agreement, general comprehensive liability and motor vehicle liability insurance, issued by insurance companies licensed to do business in the State of Rhode Island, with minimal limit of \$1,000,000/\$3,000,000 for bodily injury and \$500,000 for property damage. The TOWN shall be named as an additional insured of each policy and shall be furnished with a certificate of insurance requiring notice to the TOWN at

least ten (10) days prior to any cancellation of the policy.

5. CONTRACTOR is retained by the TOWN only for the purposes and to the extent set forth in this Agreement. CONTRACTOR's relationship to the TOWN shall, during the term of this Agreement, be solely that of an independent contractor vested with full right and power to perform all acts and things which in its sole discretion and manner it deems necessary in the fulfillment of its obligations thereunder. CONTRACTOR shall devote such time as is necessary for the competent and efficient performance of this Agreement, and shall be free to dispose of its time, energy and skill when he is not devoting same hereunder, in such a manner as he sees fit, and to such persons, firms or corporations as it deems advisable as long as such activities do not conflict with the rights of the TOWN hereunder.

6. Subject to the availability of state and/or federal grant funds, CONTRACTOR shall be compensated for services performed at the rate of \$25.00 per hour for not more than five (5) hours per week. Subject to grant funds being available, payment to the CONTRACTOR shall be made in monthly installments that shall be due on or before the first day of each month. In the event that grant funds are not available, the TOWN shall not be obligated to make any payments to CONTRACTOR.

7. CONTRACTOR shall furnish his own vehicle for the purpose of this Agreement and shall be solely responsible for all expenses incurred in connection therewith including, but not limited to, insurance, gasoline, tires, lubricants, maintenance, repair, registration fees, wages of drivers and helpers, worker's compensation insurance, fuel taxes, payroll taxes, Social Security taxes, property taxes, fines, penalties or charges of any kind arising out of or incurred in connection with the operation or servicing of CONTRACTOR's vehicles.

8. CONTRACTOR shall have no authority to bind the TOWN by any promise or representation or in any other manner, specifically, CONTRACTOR represents and warrants that it will not do so. Neither of the parties hereto shall, without the written consent of the other, pledge the name or credit of the other or incur debts, obligations, or liabilities for which the other will be charged, and nothing contained in this Contract shall be deemed to create an agency, joint venture, partnership or any other legal relationship except that of independent contractor.

9. CONTRACTOR agrees to comply with all applicable laws, ordinances, and regulations, federal, state and local, and pay all taxes and F.I.C.A. required to be paid as a result of CONTRACTOR's activities hereunder. The TOWN is not liable for any taxes (federal, state or local) on behalf of CONTRACTOR. CONTRACTOR is also responsible for any contributions which may be required under the Workers Compensation, Disability and Unemployment Insurance laws.

10. This Agreement shall be governed by the laws of the State of Rhode Island. CONTRACTOR agrees that it is subject to the jurisdiction of the courts of the State of Rhode Island with respect to any legal proceeding commenced to enforce any provision hereof or for any breach hereof.

11. If any provision of this Agreement or portion thereof is held to be unenforceable by a court of competent jurisdiction, such adjudication shall not affect the validity or enforceability of any other provision or portion of the Agreement.

12. The parties agree that this Agreement contains the entire understanding of the parties and that said Agreement may not be modified except in writing signed by all parties

hereto.

13. The term of this Agreement shall be for one year from the date hereof and shall be automatically renewed for additional one-year periods thereafter unless terminated as follows:

A. Either party may, upon no less than thirty (30) days' written notice to the other, prior to the expiration of the term of this Agreement or any extended term, terminate this Agreement.

B. This Agreement shall terminate forthwith upon any attempted assignment hereof by CONTRACTOR, whether voluntary, by operation of law, or otherwise.

C. In the event of any breach of the terms, provisions, conditions, or covenants of this Agreement by the CONTRACTOR, TOWN may, at its option and without prior notice, terminate this Agreement immediately upon the happening thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Witness:

Town of Narragansett

By: _____

Witness:

Christopher Michael McGrath

54 Paul Ave
Wakefield, RI 02879
(401) 439-5757
cmcgrath152@gmail.com

EXPERIENCE: **Assistant Strategic National Stockpile Coordinator**, June 2013 – Current
Rhode Island Department of Health, Providence, Rhode Island
Assist in managing the Strategic National Stockpile program addressing the abilities of the State and its municipal partners to ensure medication/vaccination are delivered to the public in an expedited manner during a public health emergency or bioterrorism event; provide direct assistance to municipalities in the coordination of planning, training, exercises and drills to ensure compliance with federal grant program requirements. Support statewide emergency preparedness activities with agencies under the state Emergency Operations Plan.

Public Safety Telecommunicator, October 2008 – June 2013
Narragansett Police Department, Narragansett Rhode Island
Receive all oral communications from the public and law enforcement personnel coming to the police station. Ensure compliance with NCIC policies and procedures including FBI III and RILETS. Responsible for keeping various departmental records and reports, dispatch logs, and tow logs. Emergency Operations Center team leader responsible for testing and upkeep of equipment and supplies as well as operations during major events and disasters.

Emergency Management Assistant, April 2011 – June 2013
Town of Narragansett Emergency Management Agency, Rhode Island
Primarily responsible for development of the Medical Emergency Distribution System Point of Dispensing (MEDS-POD) Plan, quarterly update and yearly review. Updated the plan from its 2008 version through current status, earning some of the top scores in the state. Monitor all deliverables and ensure that requirements are met along with attending all trainings offered by HEALTH. Co-Coordinate and administer a team of community volunteers from two towns. Created a communications training curriculum for volunteers and assist with other monthly trainings and meetings of membership. Conduct monthly calldowns of all members using the Everbridge reverse 911 system.

VOLUNTEER EXPERIENCE: **Volunteer Firefighter**, 2000 – Current 2013
Lieutenant, South Kingstown Forest Fire Department
Served as 2 term Vice President for the Service, 2005 & 2006. President of service 2007. Certified apparatus operator for the Union Fire District.

SKILLS: Daily experience with Perform (IMC) dispatch software and database management programs.
RILETS, NCIC and FBI (III) certified and regular user.
Proficient with Microsoft Office and other common programs.
Advanced computer skills in web design and troubleshooting.
Leadership and administrative skills.
Experience with many levels of planning including continuity of operations, emergency operations and exercises.

CERTIFICATES: Forty Eight (48) FEMA Independent Study Certificates
RIEMA ICS-300: Intermediate Incident Command Systems
RIEMA ICS-400: Advanced Incident Command Systems
Homeland Security Exercise and Evaluation Program Trained
Attended DSNS Preparedness Course at CDC in Atlanta, Georgia
Emergency Response to Domestic Biological Incidents Performance Level

AFFILIATIONS: Rhode Island Association of Emergency Managers
National Emergency Management Association

EDUCATION: **Master of Science in Emergency Services Management**, Expected 2016
Columbia Southern University, Orange Beach, AL
Currently seven credit hours. 92 grade average.

Bachelor of Science in Criminal Justice, December 2007
Roger Williams University, Bristol, Rhode Island
Cumulative GPA of 3.2 on a 4.0 Scale
Minor in Computer Information Systems with course of study in business

PROFESSIONAL: Available by request.

REFERENCES

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 21

Amend No. _____

Date Prepared: April 17, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Anthony Santilli, Building Official
SUBJECT: Contractual Agreement with Michael Loffler, Plumbing and Mechanical Inspector

RECOMMENDATION:

That the Town Council approves the contractual agreement between the Town of Narragansett and Michael Loffler to perform plumbing and mechanical inspections for the Building Official's Office.

SUMMARY:

This is a one year contract that will expire on June 30, 2015. The Inspector will have an annual salary of \$13,000 and on July 1, 2014 it will be increased to \$15,000.00

ATTACHMENTS:

1. Contract between the town and Michael Loffler

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

AGREEMENT

Agreement made this 21st day of April 2014, by and between the Town of Narragansett ("Town") and **Michael Loffler** (CONTRACTOR)

WITNESSETH:

WHEREAS, the Town of Narragansett is in need of an individual to perform plumbing and mechanical inspections for the Building Official's Office, and

WHEREAS, **Michael Loffler** will be performing these inspections and holds the necessary licenses in order to continue to perform these inspections; and

WHEREAS, the Town has taken the necessary steps to consolidate the inspection positions within the Building Official's office and has budgeted funds to pay for an independent contractor to perform these services.

NOW THEREFORE, in consideration of the premises the parties agree as follows:

1. Contractor shall perform for the Town of Narragansett all of the plumbing and mechanical inspections needed by the Building Official's office. The scheduling of all necessary inspections shall be conducted in accordance with a schedule to be developed by the Building Official.
2. That Contractor shall make himself available and perform all of the necessary plumbing and mechanical inspections in a timely manner.
3. That the Town shall pay to the Contractor a sum of Thirteen Thousand (\$13,000) dollars annually for the performance of the inspections referenced above, and on July 1, 2014 the Town shall pay to the Contractor a sum of Fifteen Thousand (\$15,000) dollars annually. Unless otherwise agreed by the parties, the payment shall be made in twelve equal monthly installments. In the event of an emergency, the Contractor will be paid by \$25.00 per hour, with a four (4) hour minimum.
4. It is agreed that the Contractor shall not be considered an employee of the Town of Narragansett but rather an independent contractor. The Contractor shall have no right to or claim for any worker's compensation, medical, dental, pension, or any other type of benefit provided to employees of the Town.

5. It is agreed that the Contractor shall be solely responsible for the payment of any and all unemployment insurance, social security taxes, income taxes or any other taxes that may be due on the payments made to the Contractor by the Town under this agreement.
6. The Contractor represents and warrants that the services to be provided to the Town under this contract will be of the highest professional standard and will be in accordance with all applicable laws and regulations promulgated by the State of Rhode Island and the Town of Narragansett.
7. The term of this contract shall be for a period of one year, commencing as of April 21, 2014 and terminating on June 30, 2015. During the term of this contract, either party may terminate it by giving 30 days written notice of the termination to the other party.
8. Contractor shall be required to procure and maintain insurance in the amounts set forth in Exhibit A attached here to. The Town shall be named as an additional insured on all such policies.

IN WITNESS WHEREOF, the parties have executed this agreement the year and date first above written.

TOWN OF NARRAGANSETT

Pamela Nolan, Town Manager

CONTRACTOR

Michael Loffler

EXHIBIT A
INSURANCE REQUIREMENTS

In accordance with ARTICLE 10, Paragraph D, the CONSULTANT shall maintain the following insurance coverages during the entire period of this Agreement.

<u>Type</u>	<u>Amount</u>
Worker's Compensation	\$ Per Statute
Employer's Liability	\$ 100,000.00
Comprehensive General Liability and Property Damage Liability	\$ 1,000,000.00
Automobile Liability and Property Damage Liability	\$ 500,000.00
Valuable Papers	\$ 150,000.00
Professional Liability	\$ 1,000,000.00

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 22

Amend No. _____

Date Prepared: April 17, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Anthony Santilli, Building Official
SUBJECT: Contractual Agreement with Raymond DeRosa, Electrical Inspector

RECOMMENDATION:

That the Town Council approves the contractual agreement between the Town of Narragansett and Raymond DeRosa to perform electrical inspections for the Building Official's Office.

SUMMARY:

This is a one year contract that will expire on June 30, 2015. The Inspector will have an annual salary of \$13,000 and on July 1, 2014 it will be increased to \$15,000.00

ATTACHMENTS:

1. Contract between the town and Raymond DeRosa

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

AGREEMENT

Agreement made this 21st day of April 2014, by and between the Town of Narragansett ("Town") and **Raymond DeRosa** (CONTRACTOR)

WITNESSETH:

WHEREAS, the Town of Narragansett is in need of an individual to perform electrical inspections for the Building Official's Office, and

WHEREAS, **Raymond DeRosa** will be performing these inspections and holds the necessary licenses in order to continue to perform these inspections; and

WHEREAS, the Town has taken the necessary steps to consolidate the inspection positions within the Building Official's office and has budgeted funds to pay for an independent contractor to perform these services.

NOW THEREFORE, in consideration of the premises the parties agree as follows:

1. Contractor shall perform for the Town of Narragansett all of the electrical inspections needed by the Building Official's office. The scheduling of all necessary inspections shall be conducted in accordance with a schedule to be developed by the Building Official.
2. That Contractor shall make himself available and perform all of the necessary electrical inspections in a timely manner.
3. That the Town shall pay to the Contractor a sum of Thirteen Thousand (\$13,000) dollars annually for the performance of the inspections referenced above, and on July 1, 2014 the Town shall pay to the Contractor a sum of Fifteen Thousand (\$15,000) dollars annually. Unless otherwise agreed by the parties, the payment shall be made in twelve equal monthly installments. In the event of an emergency, the Contractor will be paid by \$25.00 per hour, with a four (4) hour minimum.
4. It is agreed that the Contractor shall not be considered an employee of the Town of Narragansett but rather an independent contractor. The Contractor shall have no right to or claim for any worker's compensation, medical, dental, pension, or any other type of benefit provided to employees of the Town.

5. It is agreed that the Contractor shall be solely responsible for the payment of any and all unemployment insurance, social security taxes, income taxes or any other taxes that may be due on the payments made to the Contractor by the Town under this agreement.
6. The Contractor represents and warrants that the services to be provided to the Town under this contract will be of the highest professional standard and will be in accordance with all applicable laws and regulations promulgated by the State of Rhode Island and the Town of Narragansett.
7. The term of this contract shall be for a period of one year, commencing as of April 21, 2014 and terminating on June 30, 2015. During the term of this contract, either party may terminate it by giving 30 days written notice of the termination to the other party.
8. Contractor shall be required to procure and maintain insurance in the amounts set forth in Exhibit A attached here to. The Town shall be named as an additional insured on all such policies.

IN WITNESS WHEREOF, the parties have executed this agreement the year and date first above written.

TOWN OF NARRAGANSETT

Pamela Nolan, Town Manager

CONTRACTOR

Raymond DeRosa

EXHIBIT A
INSURANCE REQUIREMENTS

In accordance with ARTICLE 10, Paragraph D, the CONSULTANT shall maintain the following insurance coverages during the entire period of this Agreement.

<u>Type</u>	<u>Amount</u>
Worker's Compensation	\$ Per Statute
Employer's Liability	\$ 100,000.00
Comprehensive General Liability and Property Damage Liability	\$ 1,000,000.00
Automobile Liability and Property Damage Liability	\$ 500,000.00
Valuable Papers	\$ 150,000.00
Professional Liability	\$ 1,000,000.00

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 23

Amend No. _____

Date Prepared: April 16, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Steve Wright, Director Parks and Recreation
SUBJECT: Award of Paddle Sports Business Concession Extension

RECOMMENDATION:

That the Town Council approves and extends the "Paddle Sports Business Concession" at Middlebridge to "Narrow River Kayaks" until February 28, 2015 for the Parks and Recreation Department with the same terms, conditions and pricing within the lease that ended December 31, 2013 and approves the rental of cottage 94A to be utilized as office space for the Paddle Sports Business Concession.

SUMMARY:

This extension with Narrow River Kayaks is for one season only and ends on Saturday February 28, 2015. The terms, conditions, pricing and operating parameters/policies of the Middlebridge property remain the same as in 2013. Cottage 94A will be utilized as an office for the Paddle Sports Business throughout the term of this lease at the rate of \$625.00 per month. The Town of Narragansett will be placing this five year Paddle Sports Concession out to public bid in late August.

This is a revenue-producing contract, with no cost to the Town. Revenue from this contract will be posted to the Middlebridge Revenue Account, 36.999.9507

ATTACHMENTS:

1. Indenture of Lease

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____



INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE is entered into this day of MARCH 21, 2013, by and between the Town of Narragansett hereinafter called the "LESSOR", and Jason Considine hereinafter called the "LESSEE".

WITNESSETH

That the LESSOR does hereby demise and lease unto the LESSEE that certain parcel of real estate located on 94 Middlebridge Road, Narragansett County of South County, State of Rhode Island, (hereinafter the "Premises"), which Premises are more particularly described in Exhibit "A" attached and include the rental office, parking and storage lot.

TO HAVE AND TO HOLD said Premises, with all rights, privileges, use and occupancy and the appurtenances thereto, unto and to the use of the LESSEE, for a [1] one year term commencing April 1st 2013 and terminating December 31, 2013 upon the following covenants and conditions:

1. USE OF THE LEASED PREMISES: The LESSEE shall use the Premises as a Paddle Sports business as described within this lease.

(a) The business shall be operated for Kayak, Canoe, Standup Paddleboard Rentals and Lessons, Guided Tours, Sales of Kayaks and Paddleboards along with related equipment. In addition the sale of Fishing Accessories, Bait and Tackle, Kayak Storage and Packaged Food Products and Drinks.

2. RENT: The LESSEE shall pay unto the LESSOR an annual rental fee of TWELVE THOUSAND DOLLARS (\$12,000.00). The annual rental fee shall be payable in equal monthly payments of ONE THOUSAND DOLLARS (\$1000.00) during the term of this lease.

The LESSEE, upon paying the rent and performing, on its part, the agreements herein contained, may peaceably hold and enjoy the Premises and appurtenances during the term of this lease without any lawful let or hindrance by the LESSOR, or any person claiming by, through or under it.

3. PRIOR TERMINATION:

(a) In the event the LESSEE shall fail to pay any installment of rent within fifteen (15) days subsequent to the first day of each and every month a \$100.00 late fee shall be due and if such failure shall continue for more than five (5) days after written demand has been given by the LESSOR to the LESSEE, or in case of failure on the part of the LESSEE to perform all the covenants and agreements contained in this lease, and such failure shall continue for more than twenty-one (21) days after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the failure to perform, each of which shall be deemed a default, the LESSOR shall be at liberty to declare this lease at an end and to commence an action for eviction

pursuant to R.I. General Laws, Sections 34-18-1 et. seq. (b) The failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms or conditions of this lease or to exercise any option of the LESSOR herein contained, will not be construed as a waiver of such term, conditions, agreement or option. The receipt by the LESSOR of rent with knowledge of the breach or nonperformance of any term, condition or agreement will not be deemed to be a waiver of such breach or nonperformance. The receipt by the LESSOR of rent after the giving of any notice required to be given to the LESSEE by law or by the terms of this lease will not in any way affect the operation of such notice.

4. FAILURE TO REMOVE PROPERTY AND FIXTURES: If upon termination of this lease, or if the LESSEE moves out or is dispossessed, the LESSEE fails to remove within two (2) months after such termination, moving out, dispossession, or expiration, all its furniture, fixtures, or other personal property, such remaining furniture, fixtures or other personal property shall be deemed abandoned by the LESSEE and shall become the property of the LESSOR.

5. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease or sublet the whole or any part of the Premises and any attempt to do so shall be a default under the terms of this lease.

6. UTILITIES: LESSEE agrees to pay when due all utility services including water, telephone and electricity for the Premises.

7. LAWS: The LESSEE shall comply with all laws, ordinances, rules, regulations, orders and requirements of the Federal, State, and Local Governments and LESSOR, including but not limited to, any building codes now in effect or hereinafter enacted.

8. MAINTENANCE OF THE PREMISES: The LESSEE shall keep the Premises and any building, structure or other appurtenance thereon, clean and in good repair during the term of this lease, ordinary wear and tear thereof, damage by fire, and other unavoidable casualty excepted, provided that the LESSEE shall obtain and maintain the insurance specified herein, and at the expiration or sooner termination of this lease, the LESSEE will quietly and peaceably surrender up possession of the Premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and other unavoidable casualty excepted. The LESSEE shall be responsible for and repair, at its own expense, all damage caused by LESSEE, LESSEE's negligence or by the negligence of LESSEE's agents, employees, servants, invitees or visitors to the Premises and all buildings and other appurtenances owned by the LESSOR on the Premises, said damage to be repaired to the satisfaction of the LESSOR. The LESSOR may, upon two (2) days notice, unless such notice is impracticable or in the case of an emergency, enter to view and inspect the Premises and any building, structure or other appurtenances thereon and to order such repairs as may be considered reasonably necessary. LESSEE shall make no alterations to the Premises without obtaining the prior written consent of LESSOR. LESSOR will be responsible for any roof or structural maintenance of the sales office building.

(a) In the event the LESSEE desires to make any alterations to the existing premises; buildings, parking lot, water system, electrical circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of Parks and Recreation or his designee. If approved, all expenses pertaining thereto shall be the responsibility of the LESSEE, and all material used shall remain in place in operating condition and become the property of the Town upon termination of this lease.

9. INSURANCE: (a) Liability: The LESSEE shall obtain and maintain throughout the operation of this lease, general liability insurance running to the benefit of both the LESSOR and the LESSEE in the sum of ONE MILLION DOLLARS AND 00/100 DOLLARS (\$1,000,000.00) aggregate, which shall include bodily injury, death and property damage.

(b) Fire and Extended Coverage Insurance: The Lessee shall obtain and maintain throughout the operation of this Lease, personal property insurance for all personal property on the Premises. LESSOR assumes no responsibility for personal property of the LESSEE on the Premises.

(c) Certificates: LESSEE shall provide LESSOR with certificates of all insurance specified above with proof of payment of the premium(s) therefore at the commencement of the term of this lease and annually on or before January 1st of each year of this lease and as LESSOR may otherwise reasonably request. Said certificates shall name LESSOR as an additional insured on the policy and shall cover the entire scope of LESSEE's use of the Premises. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of such insurance in Rhode Island.

(d) Flood Zone: The Middlebridge property is located within a flood zone. The Town of Narragansett may obtain flood insurance in the future for this property. The LESSEE acknowledges that if a storm event damages any structure on the Premises, the structure may not be repaired or replaced subject to the discretion of the LESSOR.

10. Signs: Traffic Signs, business signs and advertising signs of any particular brand or commodity may not be posted, except as may be approved by the Director of Parks and Recreations or his designee. All signs must be in conformance with the Zoning Ordinances.

11. Regulations: The LESSEE must comply with all Health Department (Local, State and Federal) regulations governing the handling and dispensing of foods and other applicable products. In addition, the LESSEE must comply with all tax and other pertinent regulations as imposed by Local, State and Federal agencies. All appropriate up-to-date certificates of compliance shall be conspicuously displayed on the Premises.

12. Fire Extinguishers: Installation and maintenance of all fire extinguishers required by Local and State Fire Codes for the business office are sole responsibility of the LESSEE.

13. Public Service: The LESSEE agrees that the character of service shall be the best obtainable, and shall at all times be sufficient to meet the reasonable demands of the public; that the Director of Parks and Recreation or his designee shall have the right to object to the character of the service, and to order the objectionable service or conditions discontinued or remedied. The LESSEE will be provided a

BK: 820 PG: 527
INST: 2049

reasonable time period to remedy or discontinue the service in question. All visitors shall be permitted to avail themselves of the privileges offered and in no way shall the LESSEE or his/her employees discriminate against any individual, in any manner.

14. PARKING: LESSEE and LESSEE's agents, employees, servants, invitees and visitors may only park in the area designated by LESSOR as described in Exhibit "A". Additional parking for patrons has been set aside on the premises across the street and as described in Exhibit "A". It is agreed that the satellite parking area located across the street will be considered a pilot program and trial for the first year only to measure the operational impact on the property. The LESSEE will have exclusive use of the designated parking area and will pay the town 20% of the parking fees generated by this lot. It is the intent of the town to provide and satisfy the parking needs of the tenants and guests of the residential units on the premises along with patrons of the marina.

15. Snow Removal: The Town of Narragansett will be responsible for snow removal within a 24 Hour period for snow accumulations of 3" or more on the driveways and parking areas of the property only. The LESSEE is responsible for removal of the snow on steps and walkways of the structures on the premises.

16. Trash: The LESSEE is responsible for disposal of all trash generated by the LESSEE at their own expense. The LESSEE shall keep all trash in lockable storage container[s] on the premises prior to disposal.

17. LEAD PAINT DISCLOSURE: LESSEE hereby acknowledges that the LESSOR has disclosed the probable existence of lead based paint and/or lead based paint related hazard on the Premises. LESSEE has received and read a copy of a federally approved pamphlet on lead poisoning protection and signed the "Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards" form.

18. NOTICES: All notices required to be given by the LESSEE to the LESSOR shall be addressed in writing to the Town Manager of the Town of Narragansett, 25 Fifth Avenue, Narragansett, RI 02882, with copies of such notices to be sent to the Director of the Department of Parks and Recreation, 170 Clarke Road, Narragansett, RI under which the property is managed and any notices from the LESSOR to the LESSEE shall be addressed to or to such other addresses as the parties hereto may respectively designate by notice in writing.

19. INDEMNITY: LESSEE agrees that LESSEE shall, at all times, defend, protect and save, hold harmless and indemnify the LESSOR, its agents, servants and employees against and from: (1) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE's agents, employees, servants, invitees or visitors; (2) all claims, including bodily injury and death, loss, costs, damage or expenses, including attorney's fees arising out of or from any accident, incident, or occurrence in any way connected to the use in, on or about the Premises by LESSEE, or by LESSEE's agents, employees, servants, invitees or visitors, or arising out of or from any act or negligence of the LESSEE, or of the LESSEE's agents, employees, servants, invitees, or visitors; and (3) all claims, including bodily injury and death, loss, costs,

damage or expenses including attorney's fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this lease.

20. APPROVAL: This Agreement shall be effective only subsequent to its approval by the Narragansett Town Council as designated below.

21. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding of the parties and supercedes any and all prior agreements, representations, arrangements, and understandings between the parties.

22. APPLICABLE LAW: This Indenture of Lease and all rights and obligations hereunder shall be governed by the laws of the Town of Narragansett and State of Rhode Island.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
the day and year first above written.

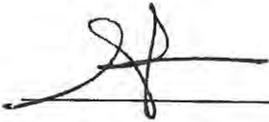
WITNESS:



LESSEE:

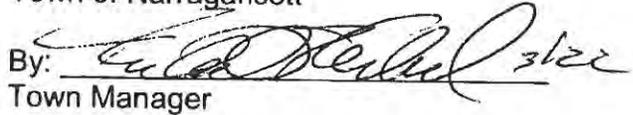


WITNESS:



LESSOR:

Town of Narragansett

By: 
Town Manager

APPROVED AS TO TERMS
AND CONDITIONS:

Date Approved: 3/4/2013
Narragansett Town Council

APPROVED AS TO TERMS
AND CONDITIONS:

Date Approved: 2/21/2013
Narragansett Land Conservancy Trust

APPROVED AS TO
SUBSTANCE:


Town Solicitor

RECEIVED FOR RECORD
May 03, 2013 10:41:15A
ANNE M. IRONS
TOWN CLERK
NARRAGANSETT, RI

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 24 _____

Amend No. _____

Date Prepared: April 11, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Scott M. Partington, Fire Chief
SUBJECT: Buildings and Building Regulations Ordinance Amendment

RECOMMENDATION:

That the Town Council Introduce, Read, Pass, and Accept as a First Reading "An Ordinance in Amendment of Chapter 10, Article II of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled "Buildings and Building Regulations".

SUMMARY:

As was presented for review at the Town Council session on March 17, 2014, the revenue generated each year from plan reviews and inspections provides a source of funding to pay for fire prevention related costs such as capital improvements and operating costs such as fire alarm maintenance and upgrades, fire prevention materials and educational programs for the public.

The increase is in accordance to the maximum allowable fees as determined by the Rhode Island State Fire Code which sets the limits on services such as, building plan reviews, structures and installations requiring fire clearances, and smoke/carbon monoxide detector compliance.

In addition, the Fire Marshall interprets and enforces both the local and state provisions of fire prevention and fire safety laws, ordinances and other regulations; issues permits for tents, commercial fireworks, removal of underground fuel tanks and retail LP gas storage. Also, oversees the fire alarm division; support and maintenance of town-wide fire alarm system which may require an initial fire alarm connection service.

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date:

ATTACHMENTS:

1. Proposed Ordinance – Article II, Chapter 10
2. Fire Prevention Proposed Fees 2014
3. Rhode Island Fire Code (Add) 1.14.3.2 thru 3.4 Plan Review fees
4. http://www.fsc.ri.gov/rules/rules_7.php

TOWN OF NARRAGANSETT

CHAPTER _____

AN ORDINANCE IN AMENDMENT OF ARTICLE II PERMIT, CHAPTER 10 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND ENTITLED, "BUILDINGS AND BUILDING REGULATIONS"

The Town Council of the Town of Narragansett hereby ordains as follows:

SECTION 1. Section 10.29 "Plan Review Fee" of Article II of Chapter 10 of the Code of Ordinances of the Town of Narragansett, Rhode Island entitled "Buildings and Building Regulations" is hereby amended to include the following fee changes, which shall be kept on file in the Office of the Town Clerk.

a) Plan review fees shall be as follows:

Plan Reviews – New Single Family	\$ 75.00
Plan Reviews – New Two Family	\$125.00
Plan Reviews – New Three Family	\$175.00
Plan Reviews – Commercial	(\$45.00 fee + \$6.00 per 1,000 above \$2,000 of projected building costs)
Renovations, additions, alterations	\$ 50.00
Renovations, additions, alterations – Commercial	(\$45.00 fee + \$6.00 per 1,000 above \$2,000 of projected building costs)
Re-inspection fee (if failed twice).....	\$ 50.00
Tent Permits (greater than 120 sq ft).....	\$ 30.00
Fireworks	\$ 50.00
Underground Tank Removal – Residential	\$ 50.00
Underground Tank Removal – Commercial, flammable liquids...	\$150.00
Underground Tank Removal – Commercial, combustible liquids	\$100.00

SECTION 2. This ordinance shall take effect upon its passage and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading read and passed in Town Council Meeting legally assembled the 17th day of March A.D. 2014.

ATTEST:

Anne Irons, CMC, Town Clerk

Narragansett Fire Department

Based on 2013
numbers

Fire Prevention Proposed Fees 2014

Fire Marshal's Office	Present fee	Proposed Fee	Est. Annual Revenue
Plan Reviews - New single family	\$ 50.00	\$ 75.00	\$ 3,000.00
Plan Reviews - New Duplexes	\$ 50.00	\$ 125.00	\$ 625.00
Plan Reviews - New Three Family	\$ 50.00	\$ 175.00	\$ 525.00
Plan Reviews - Commerical*	\$ 45.00		\$ 10,554.00
Renovations, additions, alterations	\$ 30.00	\$ 50.00	\$ 5,600.00
Renovations, additions, alterations *commercial			\$ 14,758.00
Re-inspection fee (if failed twice)	\$ -	\$ 50.00	\$ 600.00
Tent Permits	\$ -	\$ 30.00	\$ 900.00
Fireworks	\$ -	\$ 50.00	\$ 1,000.00
Underground Tank Removal - Residential	\$ -	\$ 50.00	\$ 1,000.00
" " - Commercial, flammable liquids	\$ -	\$ 150.00	\$ 450.00
" " - Commercial, combustible liquids	\$ -	\$ 100.00	\$ 700.00
Masterbox - Initial Connection fee**	\$ -	\$ 250.00	\$ 1,000.00
		TOTAL	\$ 40,712.00

Fire Department	Present fee	Proposed Fee	Est. Annual Revenue
Smoke Inspection fee	\$ 30.00	\$ -	\$ 6,570.00
Re-inspection fee (if failed once)	\$ 60.00	\$ -	\$ 1,200.00
		TOTAL	\$ 7,770.00

GRAND TOTAL \$ 48,482.00

*\$45.00 Fee + \$6.00 per \$1,000 above \$2,000 of projected building costs

**Additional fees may be required

- (1) The construction documents include all of the fire protection requirements.
- (2) The shop drawings are correct and in compliance with the applicable codes and standards.
- (3) The contractor maintains an approved set of construction documents on site.
- (4) Up to five (5) sets of paper drawings and a project manual shall be submitted to the AHJ unless this requirement is specifically waived by the State Fire Marshal's Office.
- (5) An additional set of drawings and a project manual shall also be submitted in an electronic format approved by the State Fire Marshal's Office.
- (6) Upon completion of the project, an "as built" set of drawings and project manual, in the approved electronic format, shall be submitted to the AHJ for archival purposes.

(Amd) 1.14.3

Applications for plan review shall be made on the forms designated by the State Fire Marshal's Office.

(Add) 1.14.3.1

The Application for plan review by the State Fire Marshal's Office shall be accompanied by a plan review fee in accordance with either section 1.14.3.2 for one (1), two (2), and three (3) family homes or 1.14.3.3 for commercial projects.

(Add) 1.14.3.2

Plan review and inspection for the installation of smoke detector and/or carbon monoxide detection in any new and existing private dwelling occupied by one (1), two (2), and three (3) families shall charge no more than a seventy-five dollar (\$75.00) fee for a one (1) family unit, a hundred twenty-five dollar (\$125.00) fee for a two (2) family unit, and a one hundred seventy-five dollar (\$175.00) fee for a three (3) family unit for the smoke detector and carbon monoxide detector plan review together with any subsequent detection inspections.

(Add) 1.14.3.3

Every request for plan review by the State Fire Marshal's Office, under the provisions of the Rhode Island Fire Safety Code, shall be accompanied by the fee prescribed in accordance with R.I.G.L. 23-28.2-26.

(Add) 1.14.3.3.1

All fees collected by the State Fire Marshal pursuant to section 1.14.3.2 or 1.14.3.3 shall be deposited as outlined in R.I.G.L. 23-28.2-26.

(Add) 1.14.3.4

Plan review fees, not exceeding the amounts listed in sections 1.14.3.2 and 1.14.3.3, may be collected by the Assistant Deputy Fire Marshals of the municipal fire departments and/or fire districts, pursuant to municipal ordinance, only upon their completion of the plan review process. All such fees shall be utilized exclusively for supporting the operations of the municipal fire prevention bureau. Nothing herein shall preclude an AHJ, performing an inspection, pursuant to either section 24.6.3.1.3.1 or 25.2.2.3.1, from being paid at the time of that inspection.

(Add) 1.14.3.5



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RHODE ISLAND FIRE SAFETY CODE SECTION 7

RHODE ISLAND UNIFORM FIRE CODE OF THE RHODE ISLAND FIRE CODE

Pursuant to Public Laws Chapter 12-337, the NFPA 1 - Fire Code of the National Fire Protection Association, Inc., 2012 edition, with annexes, except those portions specifically reserved, deleted, altered, added to, or otherwise amended as outlined in section 7 herein, and including all of the specific amendments to NFPA 1 - Fire Code, as outlined in section 7 herein, is hereby adopted by reference as the Rhode Island NFPA 1 - Fire Code. Copies of NFPA 1 - Fire Code, 2012 edition, are available from the National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, Massachusetts 02269-9101. The National Fire Protection Association's telephone number is 1-800-344-3555. Copies of NFPA 1-Fire Code, 2012 edition, have also been made available to the state-operated libraries in Rhode Island.

Electronic copies of the reservations, deletions, alterations, additions and other amendments to this code, also known as the Rhode Island Fire Code Section 7, will be initially made available on the Fire Board's website at www.fsc.ri.gov. Copies shall subsequently be available from LexisNexis/Matthew Bender & Co., 1275 Broadway, Albany, N.Y. 12204-2694. The LexisNexis telephone number is 1-800-446-3410.

The State Fire Marshal is the sole authority having jurisdiction for the strict enforcement of the Rhode Island NFPA 1- Fire Code. The Fire Safety Code Board of Appeal & Review is the sole authority having jurisdiction for administration of the Rhode Island NFPA 1- Fire Code.

Except as outlined below, the Fire Safety Code Board of Appeal & Review is the sole authority having jurisdiction to grant variances, waivers, and amendments from, or to review and accept any proposed fire safety equivalencies and alternatives to, the strict adherence to the provisions of the Rhode Island NFPA 1 - Fire Code and all referenced standards therein. Notwithstanding the above, the State Fire Marshal and his or her designees are hereby authorized to approve dimensional relief within the egress systems of any existing building in accordance with NFPA 101 and its annexes. Such dimensional relief shall be known as "AHJ modifications". All "AHJ modifications" must be in writing and recorded by the State Fire Marshal's Office. Once recorded by the State Fire Marshal's Office, the "AHJ modification" shall remain as permanent relief for the building as long as the use and/or occupancy of the building remains the same. Any change of use and/or occupancy shall subject the building to review under the relevant codes and reconsideration of the "AHJ modification" in light of the new use or occupancy.

For the purposes of uniform administration, and with the exception of "AHJ modifications" as outlined above, all other exceptions listed in the Rhode Island NFPA 1- Fire Code and its referenced standards, allowing for a discretionary waiver by the authority having jurisdiction, shall be referred directly to the Fire Safety Code Board of Appeal &

Review as outlined in Fire Safety Code Section 6-1-1 et seq. The only official formal and binding interpretations of the provisions of the Rhode Island NFPA 1 - Fire Code and its referenced standards are those approved and published by the Fire Safety Code Board of Appeal & Review pursuant to the procedures outlined in Fire Safety Code Section 6-1-3 et seq.

All new buildings and structures, for which a building permit was issued on or after January 1, 2013, shall be subject to the provisions of the Rhode Island Fire Code addressing the new occupancy unless this requirement is specifically modified by the issuance of a blanket variance by the Fire Safety Code Board of Appeal & Review to allow a grace period for plans, submitted after the above date, to be reviewed under the prior Code.

All existing buildings and structures, and those buildings and structures for which a building permit was issued prior to January 1, 2013, shall be subject to the provisions of the Rhode Island Fire Code addressing the existing occupancy.

Any existing required building or structure, subject to the provisions of the Rehabilitation Building and Fire Code for Existing Buildings and Structures, shall also comply with the existing occupancy provisions of the Rhode Island Fire Code addressing the current or proposed occupancy.

All other fire safety requirements, along with the regulation of hazards and processes, listed in the original Rhode Island Uniform Fire Code, became effective on January 1, 2004 and shall be superseded by the Rhode Island NFPA 1 - Fire Code on January 1, 2013.

All existing fire protection systems, such as sprinklers, fire alarms, emergency lighting and exit signs, installed in existing buildings, shall continue to be properly maintained. Non-required systems shall either be maintained, have the devices removed or marked in such a manner to immediately notify the public of the lack of fire protection. Prior to the removal or marking of any non-required system, the system's owner must first comply with the procedures outlined in the Rhode Island Life Safety Code, (NFPA 101) 2012 Edition, Section 4.6.12.2.1. The above marking of any de-activated system shall be at the direction and to the satisfaction of the State Fire Marshal or his or her designee.

The effective date of the occupancy sections of the "Rhode Island Fire Code" was February 20, 2004 and these occupancy sections shall be superseded by the Rhode Island NFPA 1 - Fire Code on January 1, 2013.

The effective date of the remaining sections of the "Rhode Island Uniform Fire Code", regulating all other hazards and processes, was January 1, 2004 and these remaining sections shall be superseded by the Rhode Island NFPA 1 - Fire Code on January 1, 2013.

The provisions of NFPA 1, 2012 edition, as amended and referenced below, and incorporated herein as the "Rhode Island NFPA 1 - Fire Code", shall be preceded by the acronym "RIFC". All of the remaining provisions of NFPA 1, 2012 edition, adopted as the "Rhode Island NFPA 1- Fire Code", but not specifically addressed below, shall likewise be identified by the acronym "RIFC" preceding it. (Accordingly, "Chapter 1" below would be identified as "RIFC 1". Likewise, "Section 1.1.2" below would be identified as "RIFC 1.1.2".)

CHAPTER 1 ADMINISTRATION

(Amd) 1.1.2 Title

The title of this Code shall be the "Rhode Island NFPA 1- Fire Code" and may be cited as such.

(Add) 1.1.3

The "Rhode Island NFPA 1 - Fire Code" is hereby adopted pursuant to R.I. Public Laws Chapter 12-337.

(Add) 1.3.3.3

When a conflict between the language of the original 2012 Edition of NFPA 1 - Fire Code and any specific Rhode Island amendment occurs, the Rhode Island amendment shall apply exclusively.

(Amd) 1.4.1 Equivalencies.

Nothing in this Code is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety, as determined by the Fire Safety Code Board of Appeal & Review, to those prescribed in this Code, provided a request for variance is submitted to the Fire Safety Code Board of Appeal & Review along with technical documentation to demonstrate equivalency and the system, method, or device is approved for the intended purpose.

(Amd) 1.4.2 Alternatives.

The specific requirements of this Code may be modified by the Fire Safety Code Board of Appeal & Review to allow alternative arrangements that will secure nearly equivalent fire safety as practical.

(Amd) 1.4.3 Modifications.

The State Fire Marshal and his or her designees are hereby authorized to approve dimensional relief within the egress systems of any existing building in accordance with NFPA 101 and its annexes.

Such dimensional relief shall be known as "AHJ modifications". All "AHJ modifications" must be submitted to the State Fire Marshal's Office for recording. Once recorded by the State Fire Marshal's Office, the "AHJ modification" shall remain as permanent relief for the building as long as the use and/or occupancy of the building remains the same. Any change of use and/or occupancy shall subject the building to review under the relevant codes and reconsideration of the "AHJ modification" in light of the new use or occupancy.

(Amd) 1.4.4

Buildings with alternative fire protection features approved by the Fire Safety Code Board of Appeal & Review shall be considered as conforming with this Code.

(Amd) 1.4.5

Each application for variance to allow for an alternative fire protection feature shall be filed with the Fire Safety Code Board of Appeal & Review pursuant to the provisions of the Fire Safety Code section 6-1-1 et seq. and R.I.G.L. chapter 23-28.3. Each application shall further be accompanied by such evidence, letters, statements, results of tests, or other supporting information as may be required to justify the request. The Fire Safety Code Board of Appeal & Review shall keep a record of all actions on such applications in accordance with its records retention schedule. A written comprehensive Decision shall be signed by both the Chairperson, or the Board member who chaired the hearing, and the Executive Director who drafted the Decision for the Board's approval. A signed Decision shall be forwarded to the Applicant, the State Fire Marshal and the local fire officials. Unless

specifically noted to the contrary, the effective date of the Decision shall be the mailing date listed therein.

(Amd) 1.4.6

Approval. The Fire Safety Code Board of Appeal & Review may approve such alternative construction systems, materials, or methods of design when it is substantiated that the standards of this Code are at least comparable. If, in the opinion of the Fire Safety Code Board of Appeal & Review, the standards of this Code shall not be made comparable by the alternative requested, the requested relief shall not be granted. Consideration shall also be given to test or prototype installations.

(Amd) 1.6 Enforcement.

This Code shall be administered by the Fire Safety Code Board of Appeal & Review and enforced by the State Fire Marshal.

(Add) 1.6.1 Enforcement Jurisdiction.

The State Fire Marshal is the sole authority having jurisdiction for the strict enforcement of the provisions of this code. The State Fire Marshal shall have authority to appoint and certify as many deputy state fire marshals and assistant deputy state fire marshals as are deemed necessary to strictly enforce the provisions of this Code. All such deputy state fire marshals and assistant deputy state fire marshals maintain their certification at the pleasure of the State Fire Marshal. Accordingly, all deputy state fire marshals and assistant deputy state fire marshals shall be allowed to enforce this code as long as they maintain their certification in the above positions by the State Fire Marshal.

(Amd) 1.7.1 Administration Jurisdiction.

The Fire Safety Code Board of Appeal & Review is the sole authority having jurisdiction for the administration of this Code. Accordingly, the Fire Safety Code Board of Appeal & Review is the sole authority having jurisdiction to grant variances, waivers and amendments from, or to review and accept any proposed fire safety equivalencies and alternatives to, the strict adherence to the provisions of this Code and all referenced standards herein. With the exception of "AHJ Modifications" as outlined in section 1.4.3 above, all other exceptions listed in this Code, and its referenced standards, allowing for a discretionary waiver by the authority having jurisdiction, shall be referred directly to the Fire Safety Code Board of Appeal & Review as outlined in Fire Safety Code section 6-1-1 et seq.

(Amd) 1.7.3.1

The Fire Safety Code Board of Appeal & Review is the sole authority to render interpretations of this Code and to make rules and supplemental regulations in order to carry out the application and intent of its provisions.

(Amd) 1.7.5 Delegation of Authority.

The State Fire Marshal may delegate to his or her Deputy State Fire Marshals, Division Chiefs, other members of the staff, and any other qualified individuals, such powers as are necessary for the proper enforcement of the Code. The Fire Safety Code Board of Appeal & Review may delegate to its appointed staff such powers as are necessary for the proper administration of this Code.

(Amd) 1.7.6.1

The State Fire Marshal is authorized to inspect, at all reasonable

times, any building or premises for dangerous or hazardous conditions or materials as set forth in this Code and the general provisions of the Fire Safety Code. The State Fire marshal may order any person(s) to remove or remedy such dangerous or hazardous condition or material. Any person(s) failing to comply with such an order shall be in violation of the Fire Safety Code. Any person so charged with a violation of the Fire Safety Code shall have the right to appeal the order of the State Fire Marshal to the Fire Safety Code Board of Appeal & Review. An appeal shall automatically stay the State Fire Marshal's order. However, where the State Fire Marshal, or his or her designee, advises that such an automatic stay would endanger the public and/or the owner's tenants or employees, the chairperson of the board, or his or her designee, may, for such good cause shown, suspend the automatic stay of the State Fire Marshal's order pending review by the full Board.

(Amd) 1.7.6.2 Abatement.

The State Fire Marshal, or his or her designee within the division, or an assistant deputy state fire marshal in accordance with the guidelines established by the State Fire Marshal, has the authority to summarily abate any condition which presents immediate danger to life. The conditions that present an "immediate danger to life" are outlined under the definition of "abatement or to abate a condition" found in fire safety code section 4. A failure to abate a condition that presents a clear and immediate danger to life shall be grounds for the person issuing the order to abate, to require that the premises be vacated. Any such order to vacate the premises shall be approved in writing by either the State Fire Marshal or a designee of the State Fire Marshal who has been given advanced written authority by the State Fire Marshal to approve such actions.

(Add) 1.7.6.2.1 Appeal of Abatement.

Any person subject to the abatement procedure as outlined in section 1.7.6.2, shall have the right to appeal the order of the State Fire Marshal to the Fire Safety Code Board of Appeal & Review. An appeal does not automatically stay the State Fire Marshal's order. However, the Chairperson of the Board, or his or her designee, may, for good cause shown, stay the order of the State Fire Marshal pending review by the full Board.

(Res) 1.7.15 Imminent Danger

(The Fire Board hereby reserves section 1.7.15 and its subsections 1.7.15.1, 1.7.15.2 and 1.7.15.3 for further study.)

(Amd) 1.10 Fire Safety Code Board of Appeal & Review.

(Amd) 1.10.1

The Fire Safety Code Board of Appeal & Review was originally created in 1966 as the Fire Safety Code Commission and is currently authorized and maintained pursuant to R.I.G.L 23-28.3-2.

(Amd) 1.10.1.1.1

The members of the Fire Safety Code Board of Appeal & Review are appointed pursuant to R.I.G.L. 23-28.3-2(a) and Fire Safety Code Section 5.

(Amd) 1.10.1.1.2

The current composition of the Fire Safety Code Board of Appeal & Review is outlined in R.I.G.L. 23-28.3-2(a) and Fire Safety Code Section 5.

(Amd) 1.10.1.1.2.1

Procedures, adopted by the Fire Safety Code Board of Appeal & Review, addressing administrative appeals, are outlined in Fire Safety Code sections 6-1-1 through 6-1-12.

(Amd) 1.10.1.1.3

Procedures, adopted by the Fire Safety Code Board of Appeal & Review, addressing administrative hearings and court appeals, are outlined in Fire Safety Code sections 6-2-1 through 6-2-25.

(Amd) 1.10.1.1.4

Procedures, adopted by the Fire Safety Code Board of Appeal & Review, addressing the Fire Board's rule making authority, are outlined in Fire Safety Code sections 6-3-1 through 6-3-5.

(Amd) 1.10.1.1.5

Procedures, adopted by the Fire Safety Code Board of Appeal & Review, addressing code interpretation by the Fire Board, are outlined in Fire Safety Code sections 6-4-1 through 6-4-6.

(Amd) 1.10.1.1.5.1

Members of the Fire Safety Code Board of Appeal & Review shall comply with the Rhode Island Code of Ethics, as outlined in R.I.G.L. 36-14-1 et seq., and all relevant advisory opinions and/or decisions rendered by the Rhode Island Ethics Commission.

(Amd) 1.10.1.1.6

Members of the Fire Safety Code Board of Appeal & Review shall be selected and appointed pursuant to R.I.G.L. 23-28.3-2.

(Amd) 1.10.1.1.7

Members of the Fire Safety Code Board of Appeal & Review shall not sit in judgment and vote on any case in which the member, personally, is directly interested or has a potential conflict of interest. If the actual interest of the member is unclear, the member should not participate, abstain from voting, and then request an advisory opinion from State Ethics Commission prior to participating in comparable cases in the future.

(Amd) 1.10.1.1.8

The Governor shall designate one member as Chairperson pursuant to R.I.G.L. 23-28.3-2. The Chairperson shall then designate one member as Vice Chairperson subject to confirmation by the Board.

(Amd) 1.10.3.4

The Fire Safety Code Board of Appeal & Review shall have the authority to waive any requirement(s) of the code pursuant to a comprehensive plan of action as outlined in a written Decision after a hearing and vote on the matter.

(Amd) 1.10.4.1

Any building owner or operator of any regulated process or hazardous activity may request a variance from the Fire Safety Code Board of Appeal & Review in accordance with R.I.G.L. 23-28.3-5 and its referenced standards.

(Amd) 1.10.4.2

An appeal shall be submitted to the Fire Safety Code Board of Appeal & Review pursuant to the Fire Board procedures outlined in Section 6 of the Fire Safety Code and R.I.G.L. 23-28.3-5.

(Amd) 1.10.4.3

Any documentation that either the Applicant or the AHJ wishes to rely upon during their scheduled hearing shall be submitted to the Fire Board, and the opposing side, at least seven calendar (7) days prior to their scheduled Fire Safety Code Board of Appeal & Review hearing. This requirement may be either shortened or waived by the Fire Board for good cause shown.

(Amd) 1.10.5.1

Depending upon its case load, the Fire Safety Code Board of Appeal & Review generally meets at least once each week in formal session and throughout the week in subcommittee sessions. All formal meetings are conducted pursuant to the Rhode Island Administrative Procedures Act (R.I.G.L. 42-35-1 et seq.) and notice is provided pursuant to the Rhode Island Open Meetings Act (R.I.G.L. 42-46-1 et seq.)

(Amd) 1.10.5.1.1

Notice is hereby provided, pursuant to R.I.G.L. 42-46-6(a), that the formal meetings of the Fire Safety Code Board of Appeal & Review are currently scheduled on Tuesday afternoons at 1:00 PM. The meetings are currently located at One Regan Court (Varley Building #46) Cranston, Rhode Island. The time and location of the meetings are subject to change in the future. Accordingly, please consult our website at www.fsc.ri.gov for specific public notice and any additional information regarding the formal weekly hearings. Hearings are also posted on the Rhode Island Secretary of State's website at www.sos.ri.gov.

(Amd) 1.10.5.4

The Fire Board of Appeal & Review shall keep records of its examinations, correspondence, files, meeting minutes, decisions and other official actions in accordance with its approved Records Retention Schedule.

(Amd) 1.10.5.6

A quorum of the Board shall consist of not less than five (5) members.

(Amd) 1.10.5.7

In varying the application of any provision of this Code, or in modifying an order of the AHJ, a majority vote by members with at least five (5) members in accord shall be required.

(Amd) 1.10.6.4

Copies of the Decision shall be sent by mail or delivered in person to the Applicant, the State Fire Marshal's Office, and the local fire marshal or department having territorial jurisdiction over the subject property or process.

(Amd) 1.11.1

The State Fire Marshal shall maintain a properly indexed record of all variances, issued on or after January 1, 2004, in his or her office pursuant to R.I.G.L. 23-28.3-5(b). This record shall be open to the public for inspection.

(Add) 1.11.2.1

Enforcement powers of deputy state fire marshals and assistant deputy state fire marshals shall be exercised in such a manner as to avoid duplication of effort by the building owner. The deputy state fire marshals and assistant deputy state fire marshals shall provide the building owner with a single written inspection report detailing the fire safety requirements necessary to bring the building into full compliance with the Rhode Island Fire Safety Code. If a building owner receives an initial written inspection report listing all of the cited fire safety deficiencies in the building, and new non-abatable deficiencies are detected within the subsequent twelve (12) months, upon written notification thereof, the building owner is urged to correct such deficiencies as soon as practical, but shall have a period of twelve (12) months from the original inspection report to correct said newly detected deficiencies. The above time extension shall not apply to the issuance of "citations" pursuant to R.I.G.L. 23-28.2-14 or issues being addressed by the abatement procedure outlined in section 1.7.6.2

(Add 1.11.2.2)

Effective January 1, 2013, the state fire marshal shall make quarterly continuing educational programs available to all assistant deputy state fire marshals who shall be required to annually attend a minimum of two (2) such continuing educational programs in order to maintain their assistant deputy state fire marshal status. The above quarterly continuing educational programs shall be in addition to any training sessions deemed mandatory by the state fire marshal. The quarterly continuing educational programs may be conducted by outside groups with the approval of the state fire marshal.

(Add) 1.11.2.3

Effective January 1, 2013, the state fire marshal shall provide all assistant deputy state fire marshals with sufficient copies of a brochure explaining the inspection process and outlining the obligations and rights, including all appeal rights, of building owners under the state fire code. The assistant deputy state fire marshal shall provide the building owner, or onsite representative, with a copy of this brochure during the initial inspection of the building. A second copy of the brochure shall accompany the initial written inspection report generated as a result of the above building inspection.

(Add) 1.12.6.1

Only the State Fire Marshal, and those deputies and assistant deputy state fire marshals specifically authorized by the office of the State Fire Marshal, shall be granted the authority to issue the permits listed under this Code. The State Fire Marshal shall not be required to issue any of the permits listed under this Code unless he or she first determines that listed permit is necessary and that there are sufficient fiscal and personnel resources available for the uniform and consistent administration of the specific permit program.

(Amd) 1.14.1

Construction documents shall be submitted, reviewed, and approved for all new construction, modification, or rehabilitation, projects prior to the start of such work as provided in Section 1.14, unless any or all of these requirements are specifically waived herein. These requirements may also be waived by the AHJ.

(Amd) 1.14.2

Unless specifically waived in writing by the AHJ, the applicant shall be responsible to ensure that the following conditions are met:

- (1) The construction documents include all of the fire protection requirements.
- (2) The shop drawings are correct and in compliance with the applicable codes and standards.
- (3) The contractor maintains an approved set of construction documents on site.
- (4) Up to five (5) sets of paper drawings and a project manual shall be submitted to the AHJ unless this requirement is specifically waived by the State Fire Marshal's Office.
- (5) An additional set of drawings and a project manual shall also be submitted in an electronic format approved by the State Fire Marshal's Office.
- (6) Upon completion of the project, an "as built" set of drawings and project manual, in the approved electronic format, shall be submitted to the AHJ for archival purposes.

(Amd) 1.14.3

Applications for plan review shall be made on the forms designated by the State Fire Marshal's Office.

(Add) 1.14.3.1

The Application for plan review by the State Fire Marshal's Office shall be accompanied by a plan review fee in accordance with either section 1.14.3.2 for one (1), two (2), and three (3) family homes or 1.14.3.3 for commercial projects.

(Add) 1.14.3.2

Plan review and inspection for the installation of smoke detector and/or carbon monoxide detection in any new and existing private dwelling occupied by one (1), two (2), and three (3) families shall charge no more than a seventy-five dollar (\$75.00) fee for a one (1) family unit, a hundred twenty-five dollar (\$125.00) fee for a two (2) family unit, and a one hundred seventy-five dollar (\$175.00) fee for a three (3) family unit for the smoke detector and carbon monoxide detector plan review together with any subsequent detection inspections.

(Add) 1.14.3.3

Every request for plan review by the State Fire Marshal's Office, under the provisions of the Rhode Island Fire Safety Code, shall be accompanied by the fee prescribed in accordance with R.I.G.L. 23-28.2-26.

(Add) 1.14.3.3.1

All fees collected by the State Fire Marshal pursuant to section 1.14.3.2 or 1.14.3.3 shall be deposited as outlined in R.I.G.L. 23-28.2-26.

(Add) 1.14.3.4

Plan review fees, not exceeding the amounts listed in sections 1.14.3.2 and 1.14.3.3, may be collected by the Assistant Deputy Fire Marshals of the municipal fire departments and/or fire districts, pursuant to municipal ordinance, only upon their completion of the plan review process. All such fees shall be utilized exclusively for supporting the operations of the municipal fire prevention bureau. Nothing herein shall preclude an AHJ, performing an inspection, pursuant to either section 24.6.3.1.3.1 or 25.2.2.3.1, from being paid at the time of that inspection.

(Add) 1.14.3.5

At the request of either the applicant of the AHJ, a preliminary meeting shall be held with the applicant and the AHJ at the time of the submittal. The purpose of the meeting is to discuss the scope of the project, check that the correct codes were used, check that the plans have been stamped, and to ensure that all necessary paperwork is included with the submittal. At this time, if all of the above are not correct, the plans shall not be accepted by the AHJ and the AHJ shall immediately advise the applicant in writing of the specific deficiencies which must be addressed prior to re-submittal.

(Amd) 1.14.4

The AHJ shall either approve or render a written report to the applicant stating all of the reason(s) why the submitted construction documents cannot be approved within the following timeframes:

(Add) 1.14.4.1

One (1), two (2), and three (3) family homes shall be completed within 15 business days of receipt.

(Add) 1.14.4.2

All fire alarm plans shall be reviewed and either approved or disapproved, with full explanation, within fifteen (15) business days of submission of the plans. Fire alarm plans for existing buildings shall be limited to that portion of the building either under construction or renovation unless the State Fire Marshal specifically approves, in writing, an expanded scope of plan review. If the plans are not reviewed and approved within the above fifteen (15) business day period the project shall be allowed to proceed. The AHJ shall immediately submit written notification to the building official overseeing the project and advise that a building permit should issue pursuant to the understanding that the owner and/or contractor may proceed with the project at his or her own risk.

(Add) 1.14.4.3

Projects meeting all the requirements of 1.14.4.3(1) through 1.14.4.3(5) shall be completed within 20 business days of receipt:

- (1) Overall construction cost of under \$500,000;
- (2) No change in occupancy;
- (3) No change in square footage of the building or occupant load;
- (4) Renovations not affecting egress routes and/or exits;
- (5) Life safety systems are compliant with no major alterations proposed.

(Add) 1.14.4.3.1

For purposes of section 1.14.4.3(5) a compliant fire alarm system is defined as a system allowed to be maintained in the facility pursuant to RILSC Chapter 9.6 and its referenced standards.

(Add) 1.14.4.3.2

For purposes of section 1.14.4.3(5) major alterations are defined as:

- (1) Twenty (20) or more sprinkler heads being added or moved;
- (2) Ten (10) or more fire alarm devices being added;
- (3) Ceiling heights being reconfigured.

(Add) 1.14.4.4

Projects that have an overall cost of construction of five hundred thousand dollars (\$500,000.00) or more but less than ten million dollars (\$10,000,000.00) shall be completed within thirty (30) business days of receipt.

(Add) 1.14.4.5

All other projects, not meeting sections 1.14.4.1, 1.14.4.2, 1.14.4.3 or 1.14.4.4, shall be completed within forty (40) business days of receipt.

(Add) 1.14.4.6

When required by the AHJ, revised construction documents or shop drawings shall be prepared and submitted for review and approval to illustrate corrections as required by the written report in 1.14.4. The corrections shall be re-reviewed by the AHJ within 10 business days of receipt.

(Add) 1.14.4.7

For good cause shown, the State Fire Marshal may extend any of the timelines, outlined in sections 1.14.4.1 through 1.14.4.6, provided that such an extension is reduced to writing and issued to both the applicant and the AHJ. In the absence of such an extension, the project shall be allowed to proceed once the above applicable time limit for plan review has been reached. Specifically, at the conclusion of the above applicable time limit, the AHJ shall immediately submit written notification to the building official overseeing the project and advise that a building permit should issue pursuant to the understanding that the owner and/or contractor may proceed with the project at his or her own risk.

(Add) 1.14.4.8

Review and approval by the AHJ, or default submission to the building official pursuant to section 1.14.4.2 or section 1.14.4.7, shall not relieve the applicant of the responsibility of full compliance with this Code and/or any other codes or regulations which must be met by the applicant prior to the completion of the project.

(Add) 1.14.4.9

The AHJ shall have the discretion to waive the examination and approval of drawings when plans for the erection or alteration of a building, or its fire protection systems, are prepared by a professional engineer or registered architect who is either licensed or registered by the State of Rhode Island, and the professional engineer or architect has stated in writing that he or she has supervised the preparation of all design and technical documents and that he or she will review and approve all work drawings for the construction, and that the document shall, to the best of his or her knowledge, conform to all provisions of this code and all rules and regulations adopted under its provisions. In such a case, where the AHJ chooses to waive examination of the plans, the AHJ shall immediately submit written notification to the building official overseeing the project and advise that a building permit should be issued pursuant to the understanding that the owner and/or contractor may proceed with the project at his or her own risk as outlined above.

(Add) 1.14.4.10

The AHJ may waive the detailed department field inspection when the above-described professional engineer or architect certifies that the construction work will be built under his or her field observations and in accordance with the approved contract documents, and that he or she will certify to the best of his or her knowledge, Information and belief that the construction is in compliance with the approved plans and the code.

(Amd) 1.14.5

When required by the AHJ, revised construction documents or shop drawings shall be prepared and submitted for review and approval to illustrate corrections or modifications necessitated by field conditions or other revisions to approved plans.

(Add) 1.14.6

Where phased approval or approval in part is sought by the applicant pursuant to SBC-1 §106.3.3 or other applicable sections of the Building Code, a plan review letter of approval shall not be required for a fire protection system in order to obtain phased approval status from the Building Code Official. However, plans or shop drawings shall be submitted, reviewed, and approved prior to the start of work on those fire protection systems. The holder of a phased approval permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit or plan review approval for fire code compliance will be granted. Phased approval shall not relieve the applicant of the responsibility of providing such temporary fire protection as may be required by other sections of the State Fire Safety Code.

(Add) 1.14.7

When any plan review is appealed, or when any variance request relates to a current or proposed future plan review, the state or local fire marshal conducting, or ultimately responsible for, the plan review shall, upon request of the Fire Safety Code Board of Appeal & Review, appear before the Board and advise the Board as to the position of the applicable state or local fire marshal's office. In this case, if a written plan review is not currently available, the state or local fire marshal shall not be required to submit written documentation for the case to proceed.

(Amd) 1.15.1

Where pre-approved by the State Fire Marshal, the AHJ shall be permitted to require a review by an approved independent third party with expertise in the matter to be reviewed at the submitter's expense.

(Res) 1.16.5

Reserved for future consideration by the Fire Safety Code Board of Appeal and Review.

**CHAPTER 2
REFERENCED PUBLICATIONS**

(Amd) 2.2

NFPA 5000 shall not be considered a referenced publication of this Code. Pursuant to the ongoing agreement of the Fire Safety Code Board of Appeal & Review and the Building Code Standards Committee, all references to NFPA 5000, Building Construction and Safety Code, 2012 Edition, in this Code shall be understood to reference the comparable current provisions of the Rhode Island State Building Code adopted pursuant RIGL 23-27.3-100.1 et seq. and 42-35-1 through 8; and all references to the International Fire Code, in the Rhode Island State Building Code shall be understood to reference the comparable current provisions of this Code adopted pursuant to the provisions of R.I.G.L. 23-28.3-3 and 42-35-1 through 8. The AHJ, having enforcement jurisdiction shall not enforce the provisions of NFPA 5000.

(Add) 2.2.1 Additional NFPA Publications.

NFPA 720, Standard for Installation of Carbon Monoxide (CO) Detection and Warning Equipment, 2012 edition.

**CHAPTER 3
DEFINITIONS****(Add) 3.5 Rhode Island Specific Definitions:**

(Add) 3.5.1 Abatement or to Abate a condition: Abatement, or to abate a condition, is the reduction, decrease, or diminution of a hazardous condition that presents immediate danger to life. The term "immediate" denotes that action is or must be taken either instantly or without any considerable loss of time. The condition may be singular or may be a set of conditions that in combination present an "immediate danger to life". Such conditions, that present an "immediate danger to life", shall include improper management or use of flammable and combustible materials, liquids and gases, pyrotechnics, fireworks or explosives, malfunctioning automatic sprinklers, fire alarms and emergency lighting, malfunctioning heating and electrical systems, blocked or inadequate exits or means of egress, the overcrowding of assembly occupancies and such other conditions as may be established by the Fire Safety Code Board of Appeal and Review.

(Add) 3.5.2 Authority Having Jurisdiction (Enforcement).

Unless specifically defined to the contrary in this code, the authority having jurisdiction for the enforcement of this code shall be the state fire marshal. The state fire marshal may delegate this enforcement authority to any deputy state fire marshal or assistant deputy state fire marshal that he or she certifies and appoints pursuant to RIGL 23-28.2-1 et seq. However, as a condition of their continued certification, all such appointed deputy state fire marshals and assistant deputy state fire marshals shall apply the code, consistently and uniformly across the state, under the guidance of the state fire marshal.

(Add) 3.5.3 Bed and Breakfast Home.: An owner and/or innkeeper occupied building that provides sleeping accommodations for up to sixteen (16) guests. Every "Bed and Breakfast Home" must further have originated as a private home and must have at least 300 square feet of common space (i.e., dining room, living room, etc.) for guest use, and must further provide breakfast. Finally, the owner and/or innkeeper must occupy the building twenty-four hours a day, seven days a week, while guests are utilizing the facility. The owner and/or innkeeper of the Bed and Breakfast Home shall have a plan of action, approved by the local official, to assure the safety of the guests in the event the owner or innkeeper is required to temporarily leave the facility unsupervised for limited periods during the day.

(Add) 3.5.4 Certificate of Occupancy.: After the building official inspects the building or structure and, after consultation with the AHJ enforcing the provisions of this code, finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official issues an official document known as a "certificate of occupancy" that generally contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this

code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of the State Building Code.
9. The type of construction as defined in the State Building Code.
10. The design occupant load.
11. If an automatic sprinkler system is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the building permit.

(Add) 3.5.5 Citation System: A system of enforcement outlined in R.I.G.L. 23-28.2-14.

(Add) 3.5.6 Code: The term "code" means this Fire Safety Code established under the provisions of § 23-28.1-1.

(Add) 3.5.7 Compliance Order: For the purposes of this Code, a compliance order is defined as a command or direction authoritatively given to a building owner or occupant to provide conformance with the Fire Safety Code. A compliance order takes effect when a building owner or occupant, after proper notice, has exhausted his/her administrative appeals or has failed to avail himself/herself of appropriate administrative appeals within a reasonable period of time after receiving proper notice.

(Add) 3.5.8 Emergency Shelter Occupancy: An occupancy or portion thereof used on a temporary basis to provide sleeping accommodations for transient or displaced individuals who have no other shelter arrangements during periods of severe weather or during the aftermath of a natural or man-made disaster.

(Add) 3.5.9 Family Day Care Home: The term "family day care home" means any home other than the child's home in which child day care in lieu of parental care and/or supervision is offered at the same time to at least four (4) but not more than eight (8) children who are not relatives of the care giver, and which is licensed by the state department of children, youth, and families and subject to the department's regulations.

(Add) 3.5.10 Funeral Establishment: An assembly occupancy, as defined by RIGL 5-33-2-1(k) as a "fixed place, establishment or premises, licensed by the department (of health), devoted to the activities which are incident, convenient, or related to the care and preparation, arrangement, financial and otherwise, for the funeral, transportation, burial or other disposition of human bodies and including, but not limited to, a suitable room with all instruments and supplies used for the storage and/or preparation of dead human bodies for burial or other disposition".

(Add) 3.5.11 Organized Dining Facility: A place of public accommodation which is characterized as a facility where private events are held and where the primary source of revenue, in general, is derived from rental charges for use of the facility and service of food. Such a facility shall not provide for cover charges or have as a primary attraction any event where entertainment is provided by a live band or recorded music. Such a facility primarily provides for organized banquets, private parties, fund raisers, wedding receptions, ceremonial events and the like.

(Add) 3.5.12 Nightclub: A place of public accommodation, which in general is characterized by all of the following:

- (i) Provides entertainment by a live band or recorded music generating above normal sound levels.
- (ii) Has as its primary source of revenue, in general, the sale of

beverages of any kind for consumption on the premises and/or cover charges. Food, if served, is considered a secondary attraction.

(iii) Has an occupant load in total or in any single area or room of at least 100 patrons.

Nothing in this definition shall be construed to include any place of public accommodation or any event within a place of public accommodation, which is in its nature distinctly private.

(Add) 3.5.13 Place of Worship: A building or structure, or an area thereof, the occupancy of which is for the religious rites and services and communal functions of a congregation, and which shall include sanctuaries, gathering halls, meeting rooms and offices and related facilities of the congregation, which may be located in the same, in connected, or in proximate structures.

(Add) 3.5.14 Suspended Ceiling: A ceiling system consisting of a grid of channels or "T-bars" suspended from the structure above for readily removable acoustical tiles or lay-in panels.

(Add) 3.5.15 Temporary Certificate of Occupancy: The building official may issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.

(Add) 3.5.16 Three Family Apartment Building: A building or portion thereof containing three dwelling units with independent cooking and bathroom facilities. This Code shall provide reasonable standards for the installation of smoke and carbon monoxide detectors in three family buildings.

CHAPTER 4 GENERAL REQUIREMENTS

CHAPTER 5 PERFORMANCE-BASED OPTIONS

CHAPTER 6 RESERVED

CHAPTER 7 RESERVED

CHAPTER 8 RESERVED

CHAPTER 9 RESERVED

CHAPTER 10 GENERAL FIRE SAFETY

CHAPTER 11 BUILDING SERVICES

CHAPTER 12 FEATURES OF FIRE PROTECTION

CHAPTER 13 FIRE PROTECTION SYSTEMS

High-rise modifications

(Amd) 13.3.2.26.2

Existing high-rise buildings, including those containing student occupied assembly occupancies, shall be protected throughout by an

approved automatic sprinkler system in accordance with this chapter, 13.3.2.26.2.1, through 13.3.2.26.2.3.

(Amd) 13.3.2.26.2.3

The entire building shall be required to be protected by an approved automatic sprinkler system, installed pursuant to the provisions of NFPA 13, as applicable, on or before January 1, 2016. The applicable version of NFPA 13 shall be that version in force and effect at the time plans for the installation of the system are approved by the AHJ or as outlined in section 1-14-3. (Note: This mandate was originally adopted in 2004 as outlined in Section 7 (Amend) 13.3.2.22.2.3.)

(Add) 13.6.7.1.1

All fire extinguisher administrative programs, rules and procedures, adopted pursuant to The Comprehensive Fire Safety Act of 2003, in force and effect within the Office of the State Fire Marshal on December 31, 2012, as outlined in Annex H, including but not limited to all Rhode Island specific permits, fees, testing and certification programs for fire extinguishers, shall continue in full force and effect on and after January 1, 2013 and remain fully enforceable by the State Fire Marshal.

(Add) 13.6.7.6 Appeals

(Add) 13.6.7.6.1

Any person, firm, corporation and/or co-partnership aggrieved by the decision of the State Fire Marshal to suspend, revoke or refuse to issue or renew a permit may petition the Fire Safety Code Board of Appeal & Review for a hearing pursuant to section 6-1-1 et seq. of the Fire Safety Code.

13.7 Detection, Alarm and Communications Systems

Sections 13.7.1 through 13.7.4.7.7 are hereby reserved by the Fire Safety Code Board of Appeal & Review. Fire Alarm requirements have been transferred to the Rhode Island Life Safety Code (Section 8 of the Rhode Island Fire Code) Chapter 9.6 and Chapters 12-42 as applicable.

**CHAPTER 14
MEANS OF EGRESS**

CHAPTER 15

**FIRE DEPARTMENT SERVICE DELIVERY
CONCURRENCY EVALUATION (RESERVED)
CHAPTER 16**

**SAFEGUARDING CONSTRUCTION, ALTERATION,
AND DEMOLITION OPERATIONS**

**CHAPTER 17
WILDLAND URBAN INTERFACE**

**CHAPTER 18
FIRE DEPARTMENT ACCESS AND WATER SUPPLY**

**CHAPTER 19
COMBUSTIBLE WASTE AND REFUSE**

CHAPTER 20

OCCUPANCY FIRE SAFETY**CHAPTER 21
AIRPORTS AND HELIPORTS****CHAPTER 22
AUTOMOBILE WRECKING YARDS****CHAPTER 23
CLEANROOMS****CHAPTER 24
DRYCLEANING****CHAPTER 25
GRANDSTANDS AND BLEACHERS,
FOLDING AND TELESCOPIC SEATING,
TENTS AND MEMBRANE STRUCTURES****(Add) 25.7 Permitting of Tents**

(Add) 25.7.1 All tents, exceeding one hundred twenty square feet (120 sq. ft.), shall further conform to the mandates of R.I.G.L. 23-28.19-1 et. seq.

(Add) 25.7.2 The AHJ having enforcement jurisdiction shall have the authority to re-approve the licensing of tents, covered under R.I.G.L. 23-28.19-1, for successive thirty (30) day periods provided he or she is satisfied that the tent continues to be properly operated and maintained in accordance with the provisions of R.I.G.L. 23-28.19-1 et. seq.

**CHAPTER 26
LABORATORIES USING CHEMICALS****CHAPTER 27
MANUFACTURED HOME AND RECREATIONAL VEHICLE SITES****CHAPTER 28
MARINAS, BOATYARDS, MARINE TERMINALS, PIERS, AND
WHARVES****(Amd) 28.1.5**

No requirement in this chapter is to be construed as reducing applicable building, fire and electrical codes. For the purpose of plan review and inspection compliance, storage occupancies will be treated as industrial occupancies if there is mixed or intermingled use within the building. Designated high hazard areas in industrial buildings will be protected with localized fire suppression and one-hour separation.

(Amd) 28.1.6.2.1.3*

In existing facilities, considering water supply availability and adequacy, and the size of the facility, where clearly impracticable for economic or physical conditions, the Authority Having Enforcement Jurisdiction shall either exempt the building from this requirement or assist the owner in the development of reasonable alternative protection for the building. Such alternative protection may involve the use of the natural water source, on which the marina is located, as the fire department and/or suppression system water supply.

(Amd) 28.1.6.2.2.2*

In existing facilities, considering water supply availability and adequacy, and the size of the facility, where clearly impracticable for economic or physical conditions, the Authority Having Enforcement

Jurisdiction shall either exempt the building from this requirement or assist the owner in the development of reasonable alternative protection for the building. Such alternative protection may involve the use of the natural water source, on which the marina is located, as the fire department and/or suppression system water supply.

(Amd) 28.1.6.2.3.4*

In existing facilities, considering water supply availability and adequacy, and the size of the facility, where clearly impracticable for economic or physical conditions, the Authority Having Enforcement Jurisdiction shall either exempt the building from this requirement or assist the owner in the development of reasonable alternative protection for the building. Such alternative protection may involve the use of the natural water source, on which the marina is located, as the fire department and/or suppression system water supply.

(Add) 28.1.6.2.3.5

Where sprinkler system installation is required, or installed at the discretion of the building owner, the Office of the State Fire Marshal will review the plans for consistency of enforcement in cooperation with the AHJ. Alternative suppression systems shall be subject to approval by the Rhode Island Fire Safety Code Board of Appeal & Review.

(Add) 28.1.6.2.3.6

An approved water supply shall be provided within 100 ft (30.5 m) of the pier/land intersection or fire department connection serving fire protection systems. Access between water supplies and pier/land intersections or fire department connections shall be by roadway acceptable to the AHJ. In existing facilities, considering water supply availability and adequacy, and the size of the facility, where clearly impracticable for economic or physical conditions, the Authority Having Enforcement Jurisdiction shall either exempt the owner from this requirement or assist the owner in the development of reasonable alternative protection for the building. Such alternative protection may involve the use of the natural water source, on which the marina is located, as the fire department and/or suppression system water supply.

(Amd) 28.1.6.5

Hydrants and Water Supplies. Except as outlined below, hydrants and water supplies for fire protection in marinas and boatyards shall be provided in accordance with Section 13.2, Section 13.3, and 13.5.1. Notwithstanding the above, the marina management of existing facilities may provide supplemental water supply access for responding firefighters with an approved performance designed alternative system, to include dry hydrants, at existing facilities, subject to the approval of the local AHJ.

(Add) 28.1.7.2.1.8.4

Marina management shall work with local fire officials to provide and maintain emergency access to all facility structures and to the onsite water supply.

(Add) 28.1.7.2.1.8.5

Marina management shall work with local fire departments to maintain adequate fire department access for exterior winter boat storage.

(Add) 28.1.7.2.2.6

Marina management will provide a floor plan, signage and marking for

interior boat storage areas that provide for acceptable access to exterior exits subject to the approval of the local AHJ.

**CHAPTER 29
PARKING GARAGES**

**CHAPTER 30
MOTOR FUEL DISPENSING FACILITIES AND REPAIR GARAGES**

**CHAPTER 31
FOREST PRODUCTS**

**CHAPTER 32
MOTION PICTURE AND TELEVISION
PRODUCTION STUDIO SOUNDSTAGES
AND APPROVED PRODUCTION FACILITIES**

**CHAPTER 33
OUTSIDE STORAGE OF TIRES**

**CHAPTER 34
GENERAL STORAGE**

**CHAPTER 35
ANIMAL HOUSING FACILITIES
(RESERVED)**

**CHAPTER 36
TELECOMMUNICATION FACILITIES
AND INFORMATION
TECHNOLOGY EQUIPMENT**

**CHAPTER 37
FIXED GUIDEWAY TRANSIT
AND PASSENGER RAIL SYSTEMS**

**CHAPTER 38
RESERVED**

**CHAPTER 39
RESERVED**

**CHAPTER 40
DUST EXPLOSION PREVENTION**

**CHAPTER 41
WELDING CUTTING AND OTHER HOT WORK**

(Add) 41.1.3 (8) All blacksmith operations, forging and related historical practices.

**CHAPTER 42
REFUELING**

**CHAPTER 43
SPRAYING, DIPPING, AND COATING
USING FLAMMABLE OR COMBUSTIBLE MATERIALS**

**CHAPTER 44
SOLVENT EXTRACTION**

**CHAPTER 45
COMBUSTIBLE FIBERS**

CHAPTER 46

RESERVED**CHAPTER 47
RESERVED****CHAPTER 48
RESERVED****CHAPTER 49
RESERVED****CHAPTER 50
COMMERCIAL COOKING EQUIPMENT**

(Amd) 50.5.2.8 Certificates of inspection and maintenance shall be forwarded to the AHJ within ten (10) business days.

(Amd) 50.5.6.15 Certificates of inspection and cleaning and reports of areas not cleaned shall be forwarded to the AHJ within ten (10) business days.

**CHAPTER 51
INDUSTRIAL OVENS AND FURNACES****CHAPTER 52
STATIONARY STORAGE BATTERY SYSTEMS****CHAPTER 53
MECHANICAL REFRIGERATION****CHAPTER 54
OZONE GAS-GENERATING EQUIPMENT****CHAPTER 55
RESERVED****CHAPTER 56
RESERVED****CHAPTER 57
RESERVED****CHAPTER 58
RESERVED****CHAPTER 59
RESERVED****CHAPTER 60
HAZARDOUS MATERIALS****CHAPTER 61
AEROSOL PRODUCTS****CHAPTER 62
RESERVED****CHAPTER 63
COMPRESSED GASES & CRYOGENIC FLUIDS****CHAPTER 64
CORROSIVE SOLIDS AND LIQUIDS****CHAPTER 65
EXPLOSIVES, FIREWORKS AND MODEL ROCKETRY**

(Add) 65.1.1.1

All Explosives, Fireworks and Model Rocketry administrative programs, rules and procedures, adopted pursuant to The Comprehensive Fire Safety Act of 2003, in force and effect within the Office of the State Fire Marshal on December 31, 2012, as outlined in Annex I, including but not limited to all Rhode Island specific permits, fees, testing and certification programs for Explosives, Fireworks and Model Rocketry, shall continue in full force and effect on and after January 1, 2013 and remain fully enforceable by the State Fire Marshal. In addition to all statutory requirements outlined in R.I.G.L 23-28.11-3 et seq., and all regulations adopted there under shall remain in force and effect. Any conflict between the regulations outlined in Annex I, and the above statute, shall be resolved in favor of the statute.

**CHAPTER 66
FLAMMABLE AND COMBUSTIBLE LIQUIDS****CHAPTER 67
FLAMMABLE SOLIDS****CHAPTER 68
HIGHLY TOXIC AND TOXIC SOLIDS AND LIQUIDS****CHAPTER 69
LIQUEFIED PETROLEUM GASES AND
LIQUEFIED NATURAL GASES****(Amd) 69.1.2 Permits.**

Any firm desiring to engage in the business of storing, handling or dispensing LPG and/or LNG shall make written application to the State Fire Marshal, on forms provided by the State Fire Marshal. A certification of registration and permit shall be required for each separate facility. The application must be signed by the sole proprietor, or each partner, or by an officer of the company responsible for the acceptance of service of process.

(Amd) 69.1.3

Upon receipt of said application, the State Fire Marshal may schedule a fire safety inspection of the facility of the facility in accordance with the provisions of Chapter 69 of this Code and its referenced standards.

(Amd) 69.1.4

All permits must be renewed annually.

(Amd) 69.1.5 Permit fee.

Each annual application for a permit hereunder shall be accompanied by a permit fee of seventy-five (\$75.00) dollars, by check or money order made payable to the State of Rhode Island.

(Amd) 69.1.6 Expiration of permits.

All permits hereunder shall expire on the date specifically noted on the permit.

(Amd) 69.1.7 Revocation.

The State Fire Marshal may either refuse to issue or renew, or he or she may suspend or revoke, any Certificate of Registration or Permit, for cause.

(Amd) 69.1.8

Sufficient cause, includes, but is not limited to, the following:

- a. A gross malpractice or gross incompetence in the handling, storage or dispensing of LPG or LNG.
- b. Violation of any provision of the Fire Safety Code in general and/or this Chapter 69 in particular.
- c. A fire, explosion or other comparable incident at any facility under the control of the permit holder.

(Amd) 69.1.9 Hearings and review.

Any person, firm, corporation, and/or co-partnership aggrieved by the decision of the State Fire Marshal to suspend, revoke or refuse to issue or renew a permit may petition the Fire Safety Code Board of Appeal & Review for a hearing pursuant to section 6-1-1 et seq. of the Fire Safety Code.

(Add) 69.7.1

In addition to the requirements set forth in section 69.7, all existing, new, and modified liquefied petroleum gas plants and systems, having a total container water capacity in excess of 1,000 gallons, shall further provide the AHJ with an engineering study evaluating the liquefied petroleum gas plant and system's susceptibility to earthquake damage using the current procedures recommended by Factory Mutual, the Army Corps of Engineers and the seismic evaluation standards issued by FEMA.

(Add) 69.7.2

All new, existing, and modified liquefied petroleum gas plants and systems first shall further comply with earthquake protection standards outlined in NFPA 59, 2012 edition, along with all other safety requirements mandated by the AHJ after his or her review of the engineering study outlined in section 69.7.1.

(Add) 69.8.1

In addition to the requirements set forth in section 69.8, all existing, new, and modified liquefied natural gas plants and systems, having a total container water capacity in excess of 1,000 gallons, shall further provide the AHJ with an engineering study evaluating the liquefied natural gas plant and system's susceptibility to earthquake damage using the current procedures recommended by Factory Mutual, the Army Corps of Engineers and the seismic evaluation standards issued by FEMA.

(Add) 69.8.2

All new, existing, and modified liquefied natural gas plants and systems shall further comply with earthquake protection standards outlined in NFPA chapter 59A, 2009 edition, along with all other safety requirements mandated by the AHJ after his or her review of the engineering study outlined in section 69.7.1.

**CHAPTER 70
OXIDIZERS AND ORGANIC PEROXIDES**

**CHAPTER 71
PYROPHORIC SOLIDS AND LIQUIDS**

**CHAPTER 72
UNSTABLE (REACTIVE) SOLIDS AND LIQUIDS**

**CHAPTER 73
WATER-REACTIVE SOLIDS AND LIQUIDS**

CHAPTER 74

AMMONIUM NITRATE**CHAPTER 75
ORGANIC PEROXIDE SOLIDS
AND LIQUIDS****ANNEX A****ANNEX B****ANNEX C****ANNEX D****ANNEX E****ANNEX F****ANNEX G****ANNEX H****H.13.6.7 Sales, leasing and servicing.**

The sales, leasing and servicing of portable fire extinguishers and the installation and servicing of fixed fire extinguishing systems shall be in accordance with the provisions of section 13.6.7.1 et seq. of this Code.

H.13.6.7.1 General**H.13.6.7.1.1 Issuance of Certificate of Registration:**

a. Any firm desiring to engage in the business of servicing portable fire extinguishers shall make a written application to the State Fire Marshal on forms provided by that Division. A Certificate of Registration shall be required for each separate location where there are facilities to service extinguishing equipment. The application must be signed by the sole proprietor, or each partner, or by an officer of the corporation.

b. Any firm desiring to engage in the business of installing, repairing and servicing fixed systems shall make a written application to the State Fire Marshal on forms provided by that Division. A Certificate of registration shall be required for each separate location where there are facilities to service extinguishing equipment. The application must be signed by the sole proprietor, or each partner, or by an officer of the corporation.

c. A firm must be the holder of both Certificates of Registration in order to service portable fire extinguishers and to engage in the business of installing, repairing and servicing fixed systems. No person(s) shall service portable fire extinguishers or install, repair and service fixed systems without first obtaining the appropriate license to do so.

H.13.6.7.1.2

If the State Fire Marshal finds, after reviewing the applicant's record, that the granting or renewing of a Certificate of Registration would not be contrary to public safety and welfare, it shall issue or renew such Certificate of Registration authorizing the applicant to engage in the business of selling or leasing portable fire extinguishers, or selling or leasing fixed systems or both, provided the requisite fee(s) have been paid. Each Certificate of Registration shall be assigned an identifying number.

H.13.6.7.1.3

All persons engaged in the business of servicing, installing, repairing and testing portable/fixed fire extinguisher systems shall be required to pass an examination administered by the State Fire Marshal.

H.13.6.7.1.4 Examination Of Applicants

The examination shall test applicant's ability, knowledge and skill as may be applicable to the type of certificate being sought, as generally indicated in the listing below. These written examinations shall consist of multiple choice, fill-in, true or false or essay questions.

- a. Portable fire extinguishers: charging, recharging, altering, repairing, testing, inspection, installation and servicing.
- b. Engineered fixed fire extinguishing systems: charging, recharging, altering, repairing, testing, inspection, installation and servicing.
- c. Pre-engineered fixed fire extinguishing systems: same as "b" above.
- d. Hydrostatic testing of fire extinguishers and cylinders for fixed systems: self-explanatory.

H.13.6.7.1.5

These examinations shall be held at such places and at such times as the State Fire Marshal deems necessary, but must be within 30 days of receipt of application.

H.13.6.7.2 License/Permits

H.13.6.7.2.1 Issuance Of License

Upon successful completion of an examination, the State Fire Marshal shall issue a license having an identifying number to the Applicant.

H.13.6.4.2.2 Issuance Of Apprentice Permit

Any person desiring to service portable fire extinguishers and/or fixed systems, as an apprentice, shall file an application for a permit on forms provided by the State Fire Marshal. The application must be signed by the employer who holds an appropriate certificate of registration. The prescribed fee shall be paid at time of filing.

H.13.6.7.2.3

An Apprentice shall not service any portable fire extinguishers and/or fixed systems except under the personal and immediate supervision of a journeyman holding a valid license to install, repair and/or service fixed fire extinguishing systems.

H.13.6.7.2.4

The State Fire Marshal shall issue each Apprentice Permit an identifying number and each such permit shall be readily identifiable as an Apprentice Permit for portable fire extinguishers or fixed systems. Time served as an apprentice must be a minimum of six (6) months for fixed systems; four (4) months for portable fire extinguishers.

H.13.6.7.2.5

An Apprentice Permit shall be valid for a period of one (1) year from date of issuance.

H.13.6.7.2.6

An apprentice desiring to remain as same beyond the expiration date of said permit must make application for a new permit.

H.13.6.7.2.7 Issuance Of Hydrostatic Testing Approval

Upon successful completion of a written exam, an applicant may be issued a certificate or license with "Hydrostatic Testing Approved" stamped thereon.

H.13.6.7.2.8

Services performed after the expiration of certificates, licenses or permits issued by the State Fire Marshal shall be deemed a violation of these regulations.

H.13.6.7.2.9

Duplicates may be issued by the State Fire Marshal to replace any valid licenses and/or permits which have been lost or destroyed. Written documentation of loss and a ten dollar (\$10.00) fee will be required.

H.13.6.7.2.10 Renewal Of Licenses Or Certificates

All licenses or certificates must be renewed by March 1, annually.

H.13.6.7.3 Fees

H.13.6.7.3.1

Initial fee for certification for firms selling, leasing, or servicing portable fire extinguishers \$100.00.

H.13.6.7.3.2

Initial fee for certification of firms installing, repairing and/or servicing fixed extinguishing systems \$100.00.

H.13.6.7.3.3

Renewal of certification for firms selling, leasing or servicing portable fire extinguishers \$100.00 annually.

H.13.6.7.3.4

Renewal of certification for firms installing, repairing and servicing fixed fire extinguishing systems \$100.00 annually.

H.13.6.7.3.5

Initial fee for examination and license for portable fire extinguisher journeyman \$60.00.

H.13.6.7.3.6

Initial fee for examination and license for fixed fire extinguishing systems journeyman \$60.00.

H.13.6.7.3.7

Renewal of Journeyman Licenses is \$50.00 annually.

H.13.6.7.3.8

Fee for portable fire extinguishers Apprentice Permit is \$5.00.

H.13.6.7.3.9

Fee for fixed fire extinguishing Apprentice Permit systems is \$5.00.

H.13.6.7.4. Administrative

H.13.6.7.4.1

By March 1st of each year, holders of a Certificate of Registration shall report annually the name, address, license number, and Apprentice Permit number of each licensee and apprentice in their employ to the State Fire Marshal.

H.13.6.7.4.2

The State Fire Marshal shall keep and maintain records of all licenses, apprentice permits and Certificates of Registration. Such records shall be available for review by any person desiring to review same. Records may be reviewed by appointment only.

H.13.6.7.4.3

The licensing and registration provisions of Section 13.6.7, and its subsections, shall not apply to any firm which services only its own portable fire extinguishers for its own use by maintaining its own fire extinguisher servicing facilities adequate for the purpose and utilizing its own personnel specifically trained by the State Fire Marshal's office, for such servicing.

H.13.6.7.4.4

When a person or firm exempt from the licensing provisions as provided under Section 13.6.7.4.3, services a portable fire extinguisher he shall affix thereto a tag that at least states:

- a. The month and year when the service was performed.
- b. Manufacturer and serial number.
- c. The name of the person performing the services.
- d. The type of service performed.

H.13.6.7.5. Service Tags For Fixed Fire Extinguishing Systems And Portable Fire Extinguishers

Service tags are required and shall be in conformity with the following provisions:

H.13.6.7.5.1

Tags shall be not more than and not less than five and one-fourth inches (5 1/4") in height, and two and five-eighths inches (2 5/8") in width. Service tags shall not be red in color.

H.13.6.7.5.2

One service tag shall be attached to each fixed extinguisher system and each portable extinguisher in such a position as to be conveniently inspected, but not to hamper the operation of the system/ extinguisher.

H.13.6.7.5.3

Service tags may be printed or otherwise established for any number of years not in excess of five (5) years.

H.13.6.7.5.4

Every tag attached to a system serviced by a licensed firm shall be an approved service tag conforming to these rules and regulations.

H.13.6.7.5.5

Service tags shall bear the following information:

- a. Servicing firm's name
- b. Address of servicing firm
- c. Certificate of registration number
- d. Type of service performed
- e. Date service performed

- f. License number of individual who performed or supervised the service or services performed.
- g. Apprentice permit number when applicable
- h. Signature of licensee
- i. Owner and location of extinguisher

H.13.6.7.5.6

All above information in Items 1 through 7 shall appear on one (1) side of the service tag. Other printing or information shall be placed on the reverse side of the tag.

H.13.6.7.5.7

No person or persons shall remove, deface, modify or alter any valid service tag attached to or required to be attached to any fixed fire extinguisher system or portable fire extinguishers.

H.13.6.7.5.8

The State Fire Marshal may either refuse to issue or renew, or it may suspend or revoke any Certificate of Registration, License, Apprentice Permit or Hydrostatic Testing Approval for any of the following reasons:

- a. Any violation as listed in the Enabling Act.
- b. Having obtained or having attempted to obtain a License, Apprentice Permit, Hydrostatic Testing Approval or Certificate of Registration, by fraudulent misrepresentation.
- c. Gross malpractice or gross incompetency.
- d. Advertising for the sale or servicing of fixed or portable fire extinguisher system by means of knowingly false or deceptive statements.
- e. Violation of any provision of these regulations.

ANNEX I**EXPLOSIVES, FIREWORKS AND MODEL ROCKETRY****I.65.2.3 Permits.**

Permits shall comply with the provisions of section 65.2.3.1 et seq. of this Code.

I.65.2.3.1 Application For Permits**I.65.2.3.1.1**

No application for permit shall be issued by the local fire authority, unless applicant is holder of a valid Certificate of Competency issued by the State Fire Marshal.

I.65.2.3.1.2

Application for permit to operate a display of fireworks or pyrotechnics in conformance with the terms of Chapter 28.11 of the General Laws of Rhode Island shall be made in writing on forms provided by the State Fire Marshal, and delivered in person to the chief of the fire department or his or her designee of the city, town, district or municipality in which the display is to be held.

I.65.2.3.1.3

Such application and any addendum necessary shall set forth:

- a. The name of the organization sponsoring the display.
- b. The name of the company and/or individuals actually in charge of

firing the display.

c. Evidence of financial responsibility.

d. The date and time of day at which the display is to be held.

e. The exact location planned for the display.

f. The license number of the person firing the display along with all the names of the persons who will be assisting him or her.

g. The number, kinds and sizes of fireworks and/or pyrotechnics to be discharged.

h. The manner and place of storage of such fireworks and/or pyrotechnics prior to the display.

i. A diagram of the grounds, for all outdoor displays, on which the display is to be held showing the point at which the fireworks are to be discharged, the locations of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstruction.

j. A diagram of the interior of the building, for all pyrotechnic displays, for where the display is to be held showing the points where the pyrotechnics are to be discharged, the height of the ceilings or overhead obstructions, the distance to interior walls, the distances to the audience, the proximity to persons performing in relation to the pyrotechnics.

k. A copy of the up to date permit issued by the State Fire Marshal's Office for the vehicle that will be used to transport the commercial fireworks for the display.

l. A copy of the letter from an attorney, a member of the Rhode Island Bar Association, stating that they represent the nonresident shooter of fireworks and/or pyrotechnics upon whom all processes in any action or proceeding against the person may be served.

I.65.2.3.1.4

Upon receipt of such application at least 15 days in advance of the date set for this display, the Chief of the Fire Department shall make, or cause to be made, an investigation of the site of the proposed display for the purpose of determining whether the provisions of these regulations are complied with in the case of the particular display. The Chief of the Fire Department or his or her designee shall endorse the Application, stating that he or she approves the display as being in conformance with all parts of the law and with these regulations.

I.65.2.3.1.5

The Chief of the Fire Department, or his or her designee, upon endorsement of the application and after receipt of evidence of financial responsibility and proof of an attorney for nonresident shooters as required by law, shall issue a nontransferable permit authorizing the display.

I.65.2.3.2 Conduct of Display

I.65.2.3.2.1

In addition to the guidelines set forth by NFPA 1123, Code for Fireworks Display, the following shall apply:

a. No fireworks display shall be held during any windstorm in which the wind reaches a velocity of more than twenty (20) miles per hour.

b. The point from where the fireworks are to be fired shall be at least fifty (50) feet from any overhead obstruction.

c. Any aerial shell which fails to function must be turned over to the State Fire Marshal's office for disposal.

I.65.2.3.3 Qualification of Operators.

I.65.2.3.3.1

The person in actual charge of the firing of the fireworks or pyrotechnics in a display shall be able-bodied, at least 21 years of age, competent for the task, and so certified by the State Fire Marshal. Such operator shall have his or her Certificate of Competency in his or her possession when engaged in conducting a display and shall exhibit same on request of any authorized person. Said Certificate of Competency may be revoked by the State Fire Marshal for any violation of these regulations or when the holder's conduct or condition of sobriety is such as to imperil the public's safety. Each person assisting the certified operator shall be able-bodied, at least 18 years of age and capable of reading, writing, speaking, and understanding the English language.

I.65.2.3.3.2

There shall be at all times no fewer than two (2) operators of the display constantly on duty during the discharge, at least one of whom shall be certificated.

I.65.2.3.4 General**I.65.2.3.4.1**

Fire protection and extinguishing equipment shall be provided and required by the Chief of the Fire Department, or his or her designee.

I.65.2.3.4.2

The person to whom a permit has been issued shall arrange for the detailing of one member of the local fire department or such larger number as may be deemed necessary by the Chief of the Fire Department or his or her designee. Fire Department personnel shall be on duty from the time the fireworks are delivered at the site until the termination of the display and the removal of all fireworks and debris from the site. The expense for such firefighters shall be paid by the permittee.

I.65.2.3.4.3

All disputes arising as a result of the administration of these rules and regulations shall be referred to the State Fire Marshal.

I.65.2.3.4.4

Any person, firm, corporation and/or co-partnership aggrieved by the decision of the State Fire Marshal, as outlined in section 65.2.3.4.3 above, may file an appeal and request a hearing before the Fire Safety Code Board of Appeal and Review pursuant to RIGL section 23-28.3-3(d) and section 6-1-1 of the Fire Safety Code.

I.65.2.3.5 Additional Requirements**I.65.2.3.5.1**

Dealers and manufacturers of Class B explosives, DOT 1.3, and Class C explosives, DOT 1.4, which includes commercial fireworks and pyrotechnics, shall be subject to provisions of Chapter 23-28.28 of the Fire Safety Code entitled EXPLOSIVES, and the requirements of Chapter 65 of this Code, and no permit or license shall be issued until all requirements of Chapter 23-28.28 and the requirements of Chapter 65 of this Code are fulfilled.

I.65.3.3 Permits.

Permits shall comply with the provisions of section 65.2.3.1 et seq. of

this Code.

I.65.4.2 Permits.

Permits shall comply with the provisions of section 65.2.3.1 et seq. of this Code.

I.65.5.2 Permits.

Permits shall comply with the provisions of section 65.2.3.5.1 of this Code.

I.65.6.1 Rockets

I.65.6.1.1

Model rockets shall comply with the following requirements prior to launch, operation and flight:

- a. Gross weight, including the model rocket motor, shall not exceed 1500 grams (53 ounces).
- b. No more than 62.5 grams (2.2 ounces) of propellant materials shall be contained in a single model rocket motor and no more than 125 grams (4.4 ounces) of propellant shall be contained in a model rocket at the time of launch.
- c. Model rockets shall contain means for retarding descent to the ground so that the structure shall not be substantially damaged and no hazard shall be created to persons or property on the ground.
- d. Construction shall be of wood, plastic, paper, rubber or similar materials, and without any metal as structural parts.
- e. Design and construction shall include attached aerodynamic surfaces or other suitable means which will provide stabilizing and restoring forces necessary to maintain a substantially true and predictable flight path.
- f. A model rocket shall not contain any type of explosive or pyrotechnic warhead.

I.65.6.1.2

Any person who has knowledge of fire or accident caused by a model rocket or rocket motor shall notify the head of the fire department and the Marshal. Failure to comply with this rule shall be cause for revocation of permit.

I.65.6.2 Solid Propellant Rocket Motors

I.65.6.2.1

A solid propellant rocket motor shall be a device produced by a commercial manufacturer. It shall have all of the propellant preloaded into the casing in such a manner that the propellant cannot be removed without destroying the motor. Delay trains and ejection charges may be included as an integral part of the motor or may be preloaded and packaged separately if:

- a. The auxiliary package is a single pre-assembled unit containing all of the remaining combustible material, and
- b. The auxiliary package is so designed that an individual would have no difficulty handling or using it safely.

I.65.6.2.2

A solid propellant rocket motor casing shall be made of nonmetallic material of low thermal conductivity so that the temperature of the external surface of the model rocket motor shall not exceed 200 degrees Celsius (392 degrees Fahrenheit) during or after operation.

I.65.6.2.3

A solid propellant rocket motor casing shall be so designed and constructed that it will not fragment if it should rupture.

I.65.6.2.4

A solid propellant rocket motor shall be so designed and constructed as to be incapable of spontaneous ignition in air, in water, as a result of physical shocks, jarring, impacts or motion under conditions that would reasonably be expected to occur during shipment, storage and use, or when subjected to a temperature of 80 degrees Celsius (176 degrees Fahrenheit) or less.

I.65.6.2.5

A solid propellant rocket motor shall contain no more than 62.5 grams (2.2 ounces) of propellant material and shall produce less than 160 Newton-seconds (35.855 pound-seconds) of total impulse with average thrust not greater than 100 Newtons.

I.65.6.2.6

A manufacturer of solid propellant rocket motors shall subject a random sample of one percent (1%) of each motor production lot to a static test which shall measure and record the rocket motor's total impulse, delay time and action of ejection charge, if included. Solid propellant rocket motor production lots shall be corrected, destroyed or retested by the manufacturer under any of the following conditions:

- a. Total impulse of any test item departs more than twenty percent (20%) from the established mean value for the motor type,
- b. The time delay of the test item departs more than twenty percent (20%) from the established mean value for the motor type but in no case shall this variation exceed three (3) seconds,
- c. The ejection charge, if any, of the test item does not function properly,
- d. Any test item malfunctions in any other manner that affects the safety of its shipment, storage, handling or uses. Static tests shall be conducted with the test item at ambient temperature. For a retest, a manufacturer shall test a minimum additional two percent (2%) of the production lot in question. If any additional test item displays any of the above mentioned conditions, the entire production lot shall be corrected or destroyed by the manufacturer.

I.65.6.2.7

A solid propellant rocket motor type whose performance deviates from the sample test criteria and performance limits detailed above within one (1) year from the date of manufacture shall be withdrawn from commercial sale and redesigned to provide reliable operation when ignited within a period of one (1) year from the date of manufacture. All solid propellant rocket motors shall have imprinted upon the exterior surface of their motor casing the date of manufacture or equivalent coding.

I.65.6.2.8

A solid propellant rocket motor shall be shipped and stored with no ignition element installed that can be activated by open flame at a temperature of less than 150 degrees Celsius (302 degrees Fahrenheit) or by incident radio frequency radiation normally encountered in shipping, storage and use. No manufacturer, distributor, or any other person shall sell, expose for sale, or otherwise make available to the public any type of rocket motor ignition device that is intended to be initiated by a hand-held flame.

I.65.6.2.9

A model rocket motor shall be shipped and sold with complete instructions for storage, handling and use. The instructions shall contain a warning to read and follow all instructions carefully and to use the motor only in accordance with instructions. In addition, the instructions shall contain the following information:

- a. How to safely ignite the motor safely by electrical means,
- b. Performance data on the model rocket motor type to include propellant weight, total impulse, average thrust, time delay and representative thrust time curve,
- c. Any specific first aid data or action to be taken in the event of burns or oral ingestion of the propellant,
- d. Proper and safe disposal of the rocket if it has become too old, been subjected to conditions that may impair its performance or, in the opinion of the user, may have become unsafe,
- e. Any special action that must be taken to fight any fire in which stored rocket motors may be involved.

I.65.6.2.10

The competent person responsible for handling the rocket motors shall notify the Marshal whenever he is aware of defects in such motors. He should describe the defect and include the manufacturer's name and model or catalog number of the defective device.

I.65.6.3 Location For Operation**I.65.6.3.1**

Flight areas shall be located in areas that will not create a hazard to persons and property in the vicinity of the area.

I.65.6.3.2

A model rocket launch site shall be at least one hundred feet (100') from the nearest building and fifty feet (50') from a public way or the nearest natural or man-made obstruction or at a distance equal to the height of such obstruction, whichever is greater.

(Add) 65.6.3.3

Flight areas shall not contain or be located adjacent to limited access highways, buildings over four (4) stories in height or other similar obstacles.

I.65.6.4 Launching**I. 65.6.4.1**

The competent person responsible for supervising the launching of model rockets shall make certain that these rules and regulations are being adhered to by all present at the launch site and shall also be familiar with and conduct the launch in accordance with the instructions supplied with the model rockets or rocket motors and these regulations shall take precedence.

I.65.6.4.2

All model rockets shall be launched from a launch rod or other device that provides rigid guidance until the rocket has reached a speed adequate to ensure a safe flight path. The launcher shall have a jet deflector device to prevent the motor exhaust from hitting the ground directly.

(NFPA 1122 A-2.8.)

I.65.6.4.3

Launching or ignition shall be conducted by remote electrical means fully under the control of the person launching the model.

I.65.6.4.4

All persons within one hundred (100) feet of the launch site shall be notified of the timing of each launch by an audible warning and count down.

I.65.6.4.5

A model rocket shall not be launched so as to create a hazard to aircraft.

I.65.6.4.6

A model rocket shall not be used as a weapon against ground or air targets, nor shall it be equipped with an explosive or incendiary device of any kind designed to ignite on rocket impact.

I.65.6.4.7

All materials such as recovery system wadding or igniter holding devices which are subject to high temperatures and ejected from the rocket during the launch and recovery sequence shall be of a sufficiently flame resistant nature so as to prevent any ignition upon landing.

I.65.6.4.8

All personnel conducting or assisting in the launching shall remain at least fifteen (15) feet from models containing motors totaling 30 Newton-seconds or less of total impulse and at least thirty (30) feet from models exceeding this limit, during the countdown and launching. Spectators and others not participating in the launching activities shall maintain a distance of at least one hundred (100) feet from the launching device.

I.65.6.5 Test and Experiments**I.65.6.5.1**

Model rocket motors may be tested on the ground for the purpose of determining performance or may be used as the motive power of an experiment conducted on the ground under the supervision of a competent person with a permit.

I.65.6.5.2

The model rocket motor shall be securely affixed to a testing device or to an immovable structure in such a manner that such motor shall not become free during the conduct of such test or experiment.

I.65.6.5.3

The model rocket motor shall be ignited only by remotely operated electrical means fully under the control of the person conducting the test or experiment.

I.65.6.5.4

When tests or experiments are conducted indoors, the exhaust from each model rocket motor so tested shall be directed into a non-flammable hood or vent which shall lead to the outside of the building.

I.65.6.5.5

Before a model rocket motor may be tested or used experimentally on the ground its exhaust path shall be cleared of all flammable objects prior to the igniting of such motor.

I.65.6.5.6

Persons who conduct, participate in or observe static or ground testing of a model rocket motor shall stand a distance no less than five (5) feet away from such motor, and never within a thirty (30) degree angle of a direct line with its longitudinal axis during the conduct of the test.

I.65.6.5.7

Static test shall be conducted with the test item at a temperature of less than 50 degrees Celsius (122 degrees Fahrenheit).

I.65.6.5.8

The competent person with a permit shall inspect each model rocket motor to be tested and the testing device to be used before such test may be conducted.

I.65.6.6. Permits

I.65.6.6.1

Any person who handles, stores, sells, buys, transports or ignites a rocket motor must have a permit from the head of the fire department or must be accompanied by and be under the supervision of a person with a permit.

I.65.6.6.2

Any person eighteen (18) years of age or older desiring to oversee the launching of model rockets propelled by a model rocket motor shall first obtain a permit from the head of the fire department.

I.65.6.6.3

A person under eighteen (18) years of age but not less than fourteen (14) years of age wishing to handle transport or detonate model rocket motors may do so only after first receiving consent from a parent or legal guardian on the proper forms and having been approved by the fire authority having responsibility for the prevention and suppression of fire in that city or town. In the case where there is no fire authority, these forms shall be approved by the State Fire Marshal or his Deputies.

I.65.6.6.4

The head of the fire department shall issue the permit to a competent person after that person has shown proof of age and the fact that he has in his possession a copy of these regulations. Such permit shall be valid for a period of one (1) year unless otherwise revoked.

I.65.6.6.5

Any person wishing to handle, store, buy, transport or ignite rocket motors must first obtain a permit from the head of the fire department in the city or town of his residence at the time of such application or in the city or town wherein he intends to comply with these rules and regulations.

I.65.6.6.6

A competent person who wishes to ignite or supervise the launching of motors in another city or town may do so after first receiving

permission from the fire department of the city or town in which he expects to conduct the launch. The requirement for repeated notification on return visits to such city or town shall be left to the discretion of the head of the fire department of that city or town.

I.65.6.6.7

Any person requiring a permit under these regulations who is not a resident of the State of Rhode Island may obtain a permit from the head of the fire department in the city or town where he is living at the time or where he intends to comply with these rules and regulations.

I.65.6.6.8

Rocket motors shall be kept at all times during storage and transportation in a sturdy metal or wooden box, complete with a cover which may be latched or locked closed.

I.65.6.6.9

Any person, corporation or firm wishing to sell solid propellant rocket motors must first obtain a permit for storage and sale from the head of the fire department of the town in which the storage and sale is to be made. Such permits shall be in effect for one (1) year after the date of issue, unless otherwise revoked.

I.65.6.6.10

Any solid propellant rocket motors which are being stored for sale shall be kept in a sturdy metal or wooden chest or drawer which must be kept securely clamped or locked shut when not in use. Such containment units must be located in a space approved by the head of the fire department, at least ten (10) feet from any flammable liquids. Failure to comply with this rule may be cause for revocation of the permit.

I.65.6.6.11

Whenever the solid propellant rocket motors are loaded or manufactured, they shall be considered Class B explosives and shall be handled in compliance with the Fire Safety Code, Chapter 28-28.

I.65.6.6.12

Quantities of solid propellant rocket motors in excess of ten thousand (10,000) shall be classified as Class B explosives and shall be handled, transported and stored in accordance with the Fire Safety Code, Chapter 28.28.

I.65.6.6.13

Quantities of Solid propellant rocket motors of ten thousand (10,000) or less shall be classified as Class C explosives in accordance with the Fire Safety Code, Chapter 28.28.

I.65.7.2 Permits.

Permits shall comply with the provisions of section 65.6.1 et seq. of this Code.

I. 65.8.2 Permits.

Permits shall comply with the provisions of section 65.6.1 et seq. of this Code.

I.65.9.2 Permits.

Permits shall comply with the provisions of section 65.9.3.1 et seq. of this Code.

I.65.9.3 General Provisions

I.65.9.3.1

The handling and firing of explosives shall be performed by a person possessing a license to conduct blasting operations and a user's permit.

I.65.9.3.2

A permit to blast shall be obtained from the State Fire Marshal at least three (3) working days prior to requested blast time. Working days are Monday through Friday, with Saturday, Sunday and Holidays excluded.

I.65.9.3.3

No person shall handle explosives while under the influence of intoxicants or narcotics, or while in an emotional state.

I.65.9.3.4

Blasting shall be conducted so as to prevent injury, hazards or unsafe conditions to persons or damage to property outside the controlled blasting site, and the State Fire Marshal may require certain precautionary procedures at any time to protect life and property. The State Fire Marshal may suspend, revoke or deny a permit to blast at any location for just cause if no precautionary steps are available to adequately protect life and property.

I.65.9.3.5

No person shall carry matches or smoke while handling explosives, or while in the vicinity thereof. There shall be no open flame in the vicinity.

I.65.9.3.6

Blasting operations shall be conducted between sunrise and sunset; exceptions may be authorized by the State Fire Marshal.

I.65.9.3.7

Precautions shall be taken to prevent accidental discharge of blasting caps and explosives from current induced by radios, radar transmitters, lightning, adjacent power lines, dust storms, or other sources of extraneous electricity. These shall include:

- a. The suspension of all blasting operations and removal of persons from the blasting area during the approach and progress of an electrical storm.
- b. The posting of signs warning against the use of mobile radio transmitters on all roads within three hundred feet (300') of the blasting site.
- c. Caution must be taken by following the recommendations of the Institute of Makers of Explosives, and/or by the use of non-electric blasting caps, in the one and one-half (1½) mile radius of radios, transmitters, or high tension power lines.

I.65.9.3.8

Whenever blasting is being conducted in the vicinity of gas, electric, water, fire alarm, telephone, or any other utility, the blaster shall immediately notify the appropriate representatives of such utilities in

advance of blasting, specifying the location and intended time of blasting.

I.65.9.3.9

Persons authorized to prepare explosive charges or conduct blasting operations shall use every reasonable precaution including, but not limited to, warning signals, flags, barricades, or woven wire mats to ensure the safety of the general public and workmen.

I.65.9.3.10

Water-gels, binary energy agents, or any similar agents manufactured for the purpose of producing an explosive material shall be transported, stored, and used as specified for explosives in these rules and regulations.

I.65.9.3.11

Empty boxes and paper and fiber packaging materials which have previously contained explosives shall not be used again for any purpose, but shall be destroyed by burning at an approved isolated location out of doors and no person shall be nearer than one hundred feet (100') after burning has started.

I.65.9.4. Use Of Explosives

I.65.9.4.1

No spark-producing tools shall be used to open kegs or wooden cases or any other explosives container.

I.65.9.4.2

Wood containers of explosive materials shall not be opened within fifty feet (50') of any magazine.

I.65.9.4.3

No explosives shall be carried in the pockets, on clothing, or elsewhere on a person.

I.65.9.4.4

No explosive materials shall be abandoned in any location, or for any reason. No explosives shall be left unattended where they may be accessible to unauthorized persons or children.

I.65.9.4.5

No primers shall be made up in excess of the immediate needs.

I.65.9.4.6

No primers shall be made up in a magazine or near an excessive amount of explosives.

I.65.9.4.7

Nothing other than a fuse shall be inserted into the open end of a blasting cap and no blasting cap shall be tampered with.

(Add) 65.9.4.8

When a safety fuse is used, the blasting cap shall be securely attached to the fuse only with an approved cap crimper.

I.65.9.4.9

No blasting cap shall be forced into any explosive, but shall be inserted into a hole made with suitable punch.

I.65.9.4.10

Primers shall be made up with proven and established methods from the Dupont Blasters' Handbook. The cap shall be securely encased in the explosive and so secured that no tension be placed on the wires or the fuse at the point of entry into the cap.

I.65.9.4.11

No explosives that have been water-soaked shall be reclaimed for use without first determining from the manufacturer if explosives are usable.

I.65.9.4.12

When blasting is done in a congested area, or in close proximity to a structure, railway, or highway, or any other installation that may be damaged, the blast shall be covered before firing with a mat constructed so that it is capable of preventing fragments from being thrown.

I.65.9.4.13

Before a blast is fired, the person in charge shall make certain all surplus explosives are in a safe place, all persons' vehicles and equipment are at a safe distance or under sufficient cover, and that a loud warning signal has been sounded.

I.65.9.4.14

If there are any misfires while using cap-and-fuse, all persons shall remain away from the charge for at least one (1) hour. If electric blasting caps are used and a misfire occurs, this waiting period may be reduced to thirty (30) minutes. Misfires shall be handled under the direction of the person in charge of the blasting and wires shall be carefully traced and a search made for unexploded charges.

I.65.9.4.15

Blasters, when testing circuits to charged holes, shall use only blasting galvanometers designed for this purpose, or other instruments approved for the purpose by a nationally recognized testing laboratory.

I.65.9.4.16

Only the man making leading wire connections in electrical firing shall fire the shot. All connections shall be made from the bore hole back to the source of firing current, and the lead wires shall remain shorted and not be connected to the blasting machine or other source of current until the charge is to be fired.

I.65.9.4.17

All explosives shall be handled carefully at all times and be protected against sudden shock or any such source which may cause detonation or de-flagration.

I.65.9.4.18

There shall be no smoking, matches, or any source of fire or flame within one hundred (100) feet of an area in which explosives are being handled or used, nor shall explosives be placed where they may be exposed to flame, excessive heat, sparks, or impact.

I.65.9.4.19

All connections, such as the connecting of blasting caps to detonating cord, shall be done according to methods recommended by the manufacturer.

I.65.9.4.20

Dynamite that has been removed from the cartridge shall not be tamped.

I.65.9.4.21

Explosives in bore holes shall be confined with sand, earth, clay, or other suitable non-combustible stemming material.

I.65.9.4.22

Caution shall be taken so as not to kink or damage fuse or electric blasting cap wires when tamping or loading.

I.65.9.4.23

The electric firing circuit shall be completely insulated from the ground and other conductors.

I.65.9.4.24

Only electric blasting caps of the same type and function from the same manufacturer shall be used in the same circuit.

I.65.9.4.25

All electric blasting caps shall be connected with good contact made and all firing shall be done with no less than the minimum current specified by the manufacturer.

I.65.9.4.26

Fuse shall be handled carefully so as to avoid damaging the covering or separating the filler.

I.65.9.4.27

A sufficient length of fuse shall be used so as to allow ample time to reach a place of safety. Never use less than two (2) feet.

I.65.9.4.28

In cutting, seating and crimping the fuse to the cap, the recommended methods from the Dupont Blaster's Handbook shall be used.

I.65.9.4.29

All drill holes shall be sufficiently large to admit freely the insertion of the packages of explosive material.

I.65.9.4.30

No holes shall be loaded, except those to be fired in the next round of blasting. After loading, all remaining explosives shall be immediately returned to an authorized magazine.

I.65.9.4.31

No person shall be allowed to deepen drill holes which have contained explosives.

I.65.9.4.32

Drilling shall not be started until all remaining butts of old holes are examined with a wooden stick for unexploded charges and, if any are found, they shall be re-fired before work proceeds.

I.65.9.4.33

Upon the discovery of any unfired explosives, all working operations in that area shall be stopped until such explosives are properly disposed of.

I.65.9.4.34

Pneumatic loading of blasting agents into blast holes primed with electric blasting caps or other static systems shall conform to the following requirements:

- a. A positive grounding device shall be used to prevent the accumulation of static electricity.
- b. A semi-conductor discharge hose shall be used.
- c. A qualified person shall evaluate all systems to assure that they will adequately dissipate static potential under field conditions.

I.65.9.4.35

No explosive material shall be extracted from a hole that has once been charged or has misfired unless it is impossible or hazardous to detonate the unexploded charge by insertion of an additional primer.

I.65.9.4.36

Tamping shall be done only with wood rods without exposed metal parts but, non-sparking metal connectors may be used for jointed poles. Violent tamping shall be avoided. Primed cartridges shall not be tamped.

I.65.9.4.37

No holes shall be loaded, except those that are to be fired the same day.

I.65.9.4.38

No bore hole shall be loaded until it has been carefully checked with a wooden tamping pole to determine its condition.

I.65.9.4.39

Surplus explosives shall not be kept near the working area during loading.

I.65.9.4.40

Detonating cord, extending into a bore hole, shall be cut from the spool before the remainder of the charge is loaded.

I.65.9.4.41

No bore hole shall be loaded after being drilled or sprung until it is certain that it is cool and that it does not contain any hot metal or burning or smoldering material. No bore hole shall be loaded if its internal temperature approaches or exceeds 150 degrees.

I.65.9.4.42

No bore hole shall be sprung with explosives while near another bore hole loaded with explosives.

I.65.9.4.43

No hole, or series of holes, shall be fired in the vicinity of another loaded hole or series of loaded holes unless they are to be fired in an instantaneous or delayed series as approved by the manufacturer.

I.65.9.4.44

No damaged leading or connecting wire shall be used in any blasting circuits.

I.65.9.4.45

Frozen or partially frozen explosives shall not be placed or used in bore holes.

I.65.9.4.46

Caution shall be taken not to drop a large size heavy cartridge directly on the primer.

I.65.9.4.47

When blasting near power lines, no leg or lead wires shall be long enough to come into contact with the electric power lines.

I.65.9.5. Storage Of Explosives On Land**I.65.9.5.1**

Explosives shall be stored only in magazines which are clean, dry, well ventilated where appropriate, reasonably cool, properly located, substantially constructed, bullet and fire resistant, and securely locked.

I.65.9.5.2

No explosives shall be stored near oil, gas, cleaning solvents, or any other flammable or corrosive substances.

I.65.9.5.3

Explosives shall be stored in an approved magazine at least five hundred feet (500') away from blasting operations.

I.65.9.5.4

No explosives shall be stored near any source of possible heat, fire or flame, nor shall combustible or flammable debris be allowed to accumulate near explosives.

I.65.9.5.5

In the event that nitroglycerin from deteriorated explosives has leaked onto a floor or other area, the manufacturer shall be consulted as to the desensitizing process. The State Fire Marshal shall also be notified.

I.65.9.5.6

No smoking, burning, discharging of firearms, or other possible source which could cause detonation or deflagration of explosives shall be allowed in the vicinity of any explosives magazine.

I.65.9.5.7

Each magazine shall at all times be under the control of a competent person.

I.65.9.6. Transportation Of Explosives**I.65.9.6.1**

No person shall deliver to any other person any Class "A" or Class "B" explosives unless the person to whom such explosives are delivered exhibits a license to conduct blasting operations and a permit to possess or a permit to use explosives issued by the State Fire Marshal. All such explosives shall, except as otherwise provided, be delivered directly to an approved magazine as required by State and Federal Law. No person shall buy, receive, or accept delivery of any Class "A" or Class "B" explosives unless he possesses adequate storage facilities as required by State and Federal Law.

I.65.9.6.2

The provisions of this rule as they apply to storage facilities of the receiver may be waived if delivery is made in an approved magazine direct to the job site for immediate placement in previously prepared drill holes and further provided that the explosives are to be detonated in their entirety prior to sunset of the day of delivery.

I.65.9.6.3

All explosive contents of portable magazines shall be removed and placed into an approved permanent magazine at the end of each day. No explosives shall be stored in a portable magazine overnight.

I.65.9.6.4

If fire should come into contact with explosives, all personnel shall be removed to a safe location and the area guarded against intruders and no attempt shall be made to fight such a fire except from a safe distance or shelter.

I.65.9.6.5

Any vehicle used to transport explosives shall be in proper working condition and shall be equipped with the proper magazine or magazines which shall be securely attached to the vehicle to prevent falling off. The explosives shall be so located so as not to be in contact with any source of heat, such as an exhaust pipe.

I.65.9.6.6

No metal, flammable, or corrosive substances shall be transported with explosives.

I.65.9.6.7

All explosives shall be handled carefully and never thrown from the vehicle.

I.65.9.6.8

Radio transmitters shall be shut off on vehicles transporting explosives.

I.65.9.6.9

No smoking shall be allowed on any vehicle containing Class "A" or Class "B" Explosives.

I.65.9.7 Additional Requirements**I.65.9.7.1**

Any situation not covered by these Rules and Regulations shall be

covered by NFPA Standard 495 and 498 referenced in section 65.9.1 of this Code.

I.65.10.2 Permits.

Permits shall comply with the provisions of section 65.9.3.1 et seq. of this Code.

(Res) 65.11.2 through 65.11.12.7.

Note: Sections 65.11.2 through 65.11.12.7 were reserved due to the fact that the retail sale of consumer fireworks was a prohibited activity in the State of Rhode Island.

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A Rhode Island Government Website

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 25

Amend No. _____

Date Prepared: April 11, 2014

Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Scott M. Partington, Fire Chief
SUBJECT: Fire Prevention and Protection Resolution

RECOMMENDATION:

That the Town Council Adopt "A Resolution Amending the Ordinance of Chapter 26, Article 1 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled" Fire Prevention and Protection".

SUMMARY:

The aforementioned resolution to "Plans and rates for fire alarm equipment, boxes or cable" in Sec 26.1 to include following masterbox connection fee will provide a source of funding to pay for fire prevention maintenance related costs such as capital improvements and operating costs to maintain fire alarm infrastructure thru out the town.

The fee schedule was presented and reviewed by Town Council on March 17, 2014.

ATTACHMENTS:

1. Proposed Resolution Ordinance – Article 1, Chapter 26

TOWN CLERK USE ONLY:

Consent Agenda

Carry Over to Date: _____

Approved

Unfinished Business (Date heard previous: _____)

New Business

Public Hearing – No Action Taken

ORD. # _____ RES. # _____

LCON# _____ LIC. # _____

Action Date: _____

RESOLUTION NO _____

A RESOLUTION IN AMENDMENT OF ARTICLE I GENERAL, CHAPTER 26 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND ENTITLED, "FIRE PREVENTION AND PROTECTION"

WHEREAS, the Town of Narragansett has adopted the necessary changes to Chapter 26 of the Code of Ordinances to implement the fee for Masterbox connections, and

WHEREAS, the Fire Marshal will review and determine the initial Masterbox connection fee, and

WHEREAS, the fee is designed to recover a portion of the maintenance costs related to the fire alarm infrastructure of the town.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Narragansett hereby adopts the following schedule of fees:

Resolution in Amendment to Section 26.1 "Plans and rates for fire alarm equipment, boxes or cable" of Article I General of Chapter 26 of the Code of Ordinances of the Town of Narragansett, Rhode Island entitled "Fire Prevention and Protection".

Fee schedule shall be as follows:

Masterbox – Initial connection fee**\$ 250.00

**Additional fees may be required – determined by the Fire Marshal

ADOPTED this _____ day of April 2014.

TOWN OF NARRAGANSETT

James M. Callaghan, President

ATTEST:

Anne Irons, CMC, Town Clerk

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 26

Amend No. _____

Date Prepared: April 14, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager

FROM: Anne M. Irons

SUBJECT: Arbor Day Proclamation

RECOMMENDATION:

That the Town Council adopts the attached proclamation recognizing Arbor Day 2014 and the importance of trees in Narragansett.

SUMMARY:

The Tree Board/Conservation Commission is requesting that the Town Council adopt the attached proclamation recognizing April 26, 2014 as Arbor Day in Narragansett and the importance of trees in the community. Members of the Tree Board/Conservation Commission will be planting a Red Maple (State Tree of Rhode Island) at a location to be announced at 10:00 am on Saturday, April 26, 2014. Town Officials and the public are invited to attend.

ATTACHMENTS:

1. Arbor Day Proclamation

TOWN CLERK USE ONLY:

Consent Agenda

Carry Over to Date: _____

Approved

Unfinished Business (Date heard previous: _____)

New Business

Public Hearing – No Action Taken

ORD. # _____ RES. # _____

LCON# _____ LIC. # _____

Action Date: _____

2014 Arbor Day Proclamation

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving up paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees wherever they are planted, are a source of joy and spiritual renewal,

Therefore, We, The Town Council of Narragansett, RI do proclaim April 26, 2014 as Arbor Day in the Town of Narragansett, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, we urge all citizens to plant and care for trees to gladden the hearts and promote the well being of this and future generations.

Dated this day of in the year

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 27

Amend No. _____

Date Prepared: April 4, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Jeffry Ceasrine, P.E., Town Engineer
PREPARED BY: Susan W. Gallagher, Purchasing Agent
SUBJECT: Award of bid - Ouida Street Pump Station Roof Replacement Project

RECOMMENDATION:

That the Town Council awards the bid for the "Ouida Street Pump Station Roof Replacement Project" to the only qualified bidder, Martone Service Company, Inc., in the amount of \$24,117.00.

SUMMARY:

The twenty (20) year old roofing system (rubber membrane, with underlying Styrofoam insulation, skylights, etc.) at the Ouida Street Pump Station has failed in several areas and needs to be replaced. There was no single "qualifying" event, like a major storm that would trigger an insurance claim, but a number of minor events that have contributed to the failure. This is a flat roof (albeit with a slight pitch to a central roof drain) system. The nature of a rubber membrane roof of this design does not allow for simple repairs; the underlying insulation has now been saturated and the membrane must be removed to replace same. Also, the insulation thickness does not comply with the current energy code section of the State Building Code.

We designed a complete new roofing system, including new skylights (for natural light into the work areas), new code-compliant insulation, and a new complete membrane system.

Request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Five vendors were solicited and three responded. The attached spreadsheet lists the results from the solicitation.

Neither of the two (2) lowest bidders have the required State commercial license for installing rubber membrane roof systems; the low bidder withdrew his bid accordingly, and the second bidder noted that he would need to apply to obtain his, which does not fit with

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business
 Public Hearing – No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

our project timetable (as the roof has failed and is already leaking).

The Engineering Department has reviewed the bid packages and recommends an award accordingly to Martone Service Company, Inc. We are familiar with their work, and they are well versed in this type of project (they performed the Public Safety Building Roof Project two (2) years ago). The Engineering Department will also provide general construction oversight on this project, including the review of pay estimates.

Funding is available in the Wastewater Enterprise Fund Capital Projects Account, 32-752-0628, Remote Pumping Stations.

ATTACHMENTS:

1. Solicitation spreadsheet for March 18, 2014 bid opening.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 28 _____

Amend No. _____

Date Prepared: April 10, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Dean Hoxsie, Chief of Police
PREPARED BY: Susan W. Gallagher, Purchasing Agent
SUBJECT: Award of bid – Digital Logging Recorder (Rebid)

RECOMMENDATION:

That the Town Council awards the bid for the purchase of a “Digital Logging Recorder (rebid)” for the Department of Public Safety to the lowest bidder, Business Electronics, Inc., in the amount of \$29,965.00, including service agreements for Years 2 - 5.

SUMMARY:

The Department of Public Safety utilizes a digital logging recorder in order to record and archive radio and telephone communications. The current equipment used for this purpose is over six years old and does not allow the department to record transmissions over digital lines. For this reason it is recommended that the equipment be replaced with a modern solution that employs the latest technology.

The original bid was solicited and then rejected by Town Council on January 6, 2014. This revised bid was solicited for the purchase and installation of the equipment as well as a service agreement for four additional years so that the equipment will be covered for five total years. The equipment cost is \$22,765.00; Years 2 – 5 service agreements cost \$1,800.00 per year, for a total five-year equipment cost of \$29,965.00.

Request for bids was advertised, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Four vendors were solicited and four responded. The attached spreadsheet lists the results from the solicitation.

Funding is available in two Police Department accounts:

- Major Maintenance Account, 19-511-7540, Equipment Upgrade (\$22,765.00) and
- Operating Account, 01-511-0505, Office Equipment Maint/Repair (\$1,800.00/year for four (4) years).

TOWN CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
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 Unfinished Business (Date heard previous: _____)
 New Business
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ATTACHMENTS:

1. Solicitation spreadsheet for March 28, 2014 bid opening.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 29

Amend No. _____

Date Prepared: March 19, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager

FROM: Jeffry Ceasrine, P.E., Town Engineer
Steven Wright, Director of Parks & Recreation

PREPARED BY: Susan W. Gallagher, Purchasing Agent

SUBJECT: Award of bid - Basketball Court Lighting Project at Leroy Thompson Playground

RECOMMENDATION:

That the Town Council awards the bid for the "Basketball Court Lighting Project at Leroy Thompson Playground" to the lowest bidder, E.W. Audet & Sons, Inc., in the amount of \$41,000.00.

SUMMARY:

The Leroy Thompson Basketball Court is one the Town's most widely used recreational sites, and hosts the very popular summer basketball league. It is also the only Town-owned lighted court in the Pier area, making it popular with local residents as well as organized leagues. The existing lighting system is more than twenty (20) years old, is not energy efficient, has no control system (local or remote), and has been in a state of disrepair for some time. Over the years, the Town standardized on a Musco lighting controls system for other major park facilities, including the tennis courts at Sprague Park. The Musco system allows for local or remote light operation programming, which is not only essential for optimum energy saving, but also reaffirms our commitment to being "good neighbors" to those residences near the playground, in that the lights will only be on when necessary and appropriate to the parks approved operating hours. In addition, this design represents a more appropriate look at the proper lighting levels for an outdoor court in this area, as opposed to just a simple replacement in-kind of existing lights. The equipment as specified has a twenty-five (25) year estimated design life.

The system as designed complies with the current IBC wind loading code requirements, and includes two (2) new poles (in almost the same location as the existing poles), four (4) new fixtures, all new wiring to the local power supply in the park, and a passcode protected control system.

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Request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Seven vendors were solicited and four responded. The attached spreadsheet lists the results from the solicitation.

The Engineering Department has reviewed the bid packages and recommends an award accordingly to the lowest bidder, E.W. Audet & Sons, Inc. We are familiar with their work, and they are well versed in this type of project. The Engineering Department will also provide general construction oversight on this project, including the review of pay estimates.

Funding is available in the Parks and Recreation Major Maintenance Account, 19-810-7023, Lighting Replacement and Repair and the balance from the Camp Account 20-810-7220.

ATTACHMENTS:

1. March 12, 2014 solicitation spreadsheet for bid opening.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 30

Amend No. _____

Date Prepared: April 11, 2014
Council Meeting Date: April 21, 2014

TO: Pamela Nolan, Town Manager
FROM: Susan W. Gallagher, Purchasing Agent
SUBJECT: Award of bid – 2014 Statistical Reappraisal Services

RECOMMENDATION:

That the Town Council awards the bid for “2014 Statistical Reappraisal Services” to the second lowest bidder, Vision Government Solutions, in the amount of \$171,000.00 and to authorize the Town Manager to sign the contract after review by the Town Solicitor.

SUMMARY:

Requests for proposals (RFPs) were solicited for the statistical update and revaluation of all taxable land, buildings and improvements effective December 31, 2014.

Request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Five vendors were solicited, based on the “Registered Revaluation Companies – September 2013” listing from the State of Rhode Island. Four vendors responded. The attached spreadsheet lists the results from the solicitation.

The Acting Tax Assessor is also an employee of Northeast Revaluation, the lowest bidder. To avoid any potential conflicts of interest, we are requesting that the bid be awarded to the second lowest bidder, Vision. In addition, all other bidders offer their own software. The Town currently has Vision software. If we keep the Vision software, there is an additional cost of \$34,500.00 that needs to be added to the other bids:

- Northeast - \$162,500.00
- Vision – remains at \$171,000.00
- Tyler - \$222,070.00
- Clipboard - \$226,500.00

Sixty percent of the funding will be provided by the State of Rhode Island. The Town is responsible for forty percent (approximately \$68,400.00) from the Finance Administration capital projects account.

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 New Business
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LCON# _____ LIC. # _____
Action Date: _____

ATTACHMENTS:

1. Solicitation spreadsheet for February 13, 2014 bid opening.

