

**NARRAGANSETT TOWN COUNCIL
REGULAR MEETING
AGENDA**

May 16, 2016

7:30 p.m.

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

Posted 05-12-16

**NARRAGANSETT
TOWN COUNCIL**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OF MINUTES:

- October 5, 2015 Work Session Meeting-Agenda Preparation
- October 19, 2015 Regular Meeting

ANNOUNCEMENTS/PRESENTATIONS:

SWEARING IN CEREMONY – Chief Sean Corrigan

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.:

President
Matthew M. Mannix
President Pro Tem
Susan Cicilline-Buonanno

Members
Raymond A. Ranaldi
Patrick W. Murray
Christopher Wilkens

Acting Town Manager
Jeffrey Ceasrine

Town Clerk
Anne M. Irons, CMC

Town Solicitor
Dawson T. Hodgson

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 waiver of interest for taxpayers in accordance with Ordinance 2010-936.
2. A **MOTION** to REFER a request from attorney Donald Packer on behalf of the Kenneth Ventura and Ernestina Carnevale for a waiver of the Sewer Policy for Plat N-A, Lots 30 & 190, vacant land near Boston Neck Road) to the Sewer Policy Committee for review.
3. A **MOTION** to APPROVE the recommendations of the Sewer Policy Committee relative to the granting/denial of waivers for Plat N-R, Lots 1154-1155 (Sebago Trail \ vacant parcel), Plat N-S, Lot 513 (80 Bayberry Road), and Plat Y-4, Lot 4 (Westlake's Garage, 707 Point Judith Road)
4. A **MOTION** to APPROVE the contract extension for General Plumbing/Pipe Fitting Services for a one-year period with Stedman & Kazounis Plumbing & Heating, at their quoted prices and rates, under the same terms and conditions as the original contract.
5. A **MOTION** to APPROVE the Lead Soil Remediation Follow-up Work from ENPRO (formerly TMC Environmental Services) at their proposal price of \$5,850.00.
6. A **MOTION** to APPROVE the purchase and installation of one (1) exterior security camera for the West Lot of the Town Beach from Galaxy Integrated Technologies, in the amount of \$6,372.57.
7. A **MOTION** to APPROVE the additional services of Bacon and Company, LLC to assist in updating the Fixed Assets accounting for the Town, in an amount not to exceed \$6,500.00.
8. A **MOTION** to APPROVE the purchase of two (2) portable radios and accessories from Motorola Solutions Inc., pursuant to the State of Rhode Island Master Price Agreement, in the total amount of \$8,371.00.
9. A **MOTION** to APPROVE a Class F Alcoholic Beverage License for the Narragansett Lions Club for July 29 and 30, 2016 at Veterans Memorial Park, subject to state and local regulations.

OLD BUSINESS:

10. A **MOTION** to ADOPT An Ordinance in Amendment of Chapter 14 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Businesses.
11. A **MOTION** to ADOPT An Ordinance in Amendment of Chapter 731 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled Zoning.

NEW BUSINESS:

12. A [MOTION](#) to ADOPT the Appropriation Ordinance for the 2016-17 Fiscal Year.
13. A [MOTION](#) to ADOPT the second Reading, text revision of the definitions of Building Coverage and Site Coverage in the Zoning Ordinance.
14. A [MOTION](#) to INTRODUCE, READ PASS and ACCEPT as a First Reading An Ordinance in Amendment of Chapter 70, of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation And Finance.
15. A [MOTION](#) to SCHEDULE a WORK SESSION between the Town Council and the town Auditors (Bacon & Company LLC) regarding the FY 2014-2015 annual audit.
16. A [MOTION](#) to APPROVE the contractual agreement between the Town of Narragansett and Anthony Wojcik to perform electrical inspections for the Building Official's Office from June 1, 2016 to June 30, 2017.
17. A [MOTION](#) to AUTHORIZE an appropriation from the Town's Contingency Fund to the VFW Post 916, South Kingstown, Rhode Island in the amount of \$5,000 for the renovation and rehabilitation of the VFW Post 916.
18. A [MOTION](#) to APPROVE the purchase of replacement internal cathodic protection systems for the North End and Kinney Avenue Water Tanks from Corpro Waterworks, in the total amount of \$24,300.00.
19. A [MOTION](#) to APPROVE the Microsoft Exchange and the Microsoft Server Upgrade Project from various vendors, in the total amount of \$34,303.68.
20. A [MOTION](#) to RESCIND the BID AWARD for the Town Beach South Parking Lot Seawall Rehabilitation Project that was made to the low bidder, Narragansett Dock Works, Inc., at their bid price of \$131,885.00.
21. A [MOTION](#) to INTRODUCE, READ, PASS and ACCEPT as a First Reading An Ordinance in Amendment of Chapter 46 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Miscellaneous Offenses.
22. A [MOTION](#) to APPROVE the request from the Parks and Recreation Department to submit a Recreation Development Grant to RI DEM for expansion of the West Beach Parking Lot.

REPORTS FROM TOWN MANAGER:

REPORTS FROM TOWN COUNCIL:

EXECUTIVE SESSION:

ADJOURNMENT:

A MOTION to RETIRE to Executive Session of the Town Council at the end of the May 16, 2016 town council meeting in accordance with RI General Laws 42-46-4 to discuss collective bargaining Local #303 – International Brotherhood of Police Officers as in accordance with 42-46-5 (a) (2) appoint Dawson T. Hodgson, Town Solicitor as Clerk Pro Tem.)

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: May 11, 2016
Council Meeting Date: May16, 2016

TO: Jeffry Ceasrine, Acting Town Manager

FROM: Anne M. Irons, CMC Town Clerk

SUBJECT: Approval of Town Council Minutes

RECOMMENDATION:

That the Town Council approves the minutes from the following meetings.

- October 5, 2015 Work Session 2
- October 19, 2015 Regular Meeting

SUMMARY:

Attached are minutes as in accordance to state law. Executive Session minutes are sealed.

**NARRAGANSETT TOWN COUNCIL
WORK SESSION MEETING
OCTOBER 5, 2015 MINUTES**

At a Work Session Meeting of the Town Council of the Town of Narragansett held on Monday, October 5, 2015 at 7:03 p.m., at the Narragansett Town Hall.

Present: Matthew M. Mannix, President,

Susan Cicilline-Buonanno, President Pro Tem

Patrick W. Murray, Member

Raymond A. Ranaldi, Member

Pamela T. Nolan Town Manager

Dawson T. Hodgson, Town Solicitor

Christopher Wilkens, Member

Also all members of the Senior Management Team were present at the meeting.

Matthew M. Mannix, President calls the work session to order on Agenda Preparation with the Senior Management Staff.

Matthew M. Mannix remarked that he met with the Town Manager and Town Clerk on the agenda preparation for a council meeting. He said he wanted the agenda to be posted one day earlier which would be the Thursday before a meeting.

He said that staff members would then need to send agenda items to the Town Clerk on 2 Thursdays before the Monday council meeting.

He then asked the council members to submit their agenda items to the clerk by Tuesday mornings in order for the senior management team to be aware of the council agenda item at the senior management team agenda meeting with the town manager on Tuesdays. Susan Cicilline-Buonanno commented that if she wanted to also be able to submit an agenda item on Wednesday if something came up at the last meeting.

Dawson Hodgson, Town Solicitor remarked there would be no prohibition on that and it was a working policy created by the Town Manager on the request of the council president. He said it would be the council's choice.

Mr. Mannix said that he would prefer to be done by Tuesday night after the meeting with the town manager when he finalizes the agenda.

Mr. Mannix also said he had complaints from residents that the packet wasn't posted enough time before the meeting in order to review it.

Pamela Nolan addressed the council on the procedures and noted that there would be no problems from the senior management team.

Dawson Hodgson discussed the removal of items from the agenda before the council meeting.

A discussion ensues on agenda items submitted by the council members and the removal of agenda items that were not completely finalized.

Acceptations would be considered if an item was submitted after the deadline.

The meeting ends at 7:21 p.m.

ATTEST:



Anne M. Irons, CMC
Council Clerk

MINUTES ACCEPTED AS
PRESENTED/AMENDED

Anne M. Irons, CMC
Council Clerk

**NARRAGANSETT TOWN COUNCIL
REGULAR TOWN COUNCIL MEETING
OCTOBER 19, 2015 MINUTES**

At a Regular Meeting of the Town Council of the Town of Narragansett held on
Monday, October 19, 2015 at 7:30 p.m., at the Narragansett Town Hall.

Present: Matthew M. Mannix, President,

Susan Cicilline-Buonanno, President Pro Tem

Patrick W. Murray, Member

Raymond A. Ranaldi, Member

Christopher Wilkens, Member

Pamela T. Nolan Town Manager

Dawson T. Hodgson, Town Solicitor

Matthew M. Mannix, President calls the meeting to order and leads those in attendance in Pledging Allegiance to the Flag.

A MOMENT OF SILENCE:

A moment of silence was held in respect for the passing of Professor John Boothroyd and Stephen Garrahy. Matthew Mannix remarked that Mr. Boothroyd was a respected professor from URI and expert on environmental issues and Stephen Garrahy was a longtime active member of the community.

APPROVAL OF MINUTES:

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to approve the regular minutes of the May 11, 2015 Work Session Meeting Minutes as presented.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye, Patrick W. Murray aye, Matthew M. Mannix abstained

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to approve the minutes of the May 18, 2015 Regular Meeting as presented.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye, Patrick W. Murray aye, Matthew M. Mannix aye

ANNOUNCEMENTS/PRESENTATION

PRESENTATION Gray Matter Marketing to the Narragansett Historical Society

Susan Bush from the Narragansett Historical Society introduced Matt Gray from Gray Matter Marketing. He noted it was the third year he was before the council with a donation check from the proceeds for a recent road race for the Narragansett Historical Society and that this year the check was in the amount of \$5,000. Shirley Eastham of the Historical Society also addressed the council and presented race shirts to the council members. Shirley Eastham also presented art work to John Kaufman from the Middlebridge School and thanked him for allowing the Historical Society the opportunity to hold a tour of the school in the historical Hazard Castle.

Matthew Mannix and Susan Cicilline-Buonanno acknowledged John Hodnett and Robert Mulligan for their service on the Planning Board and the Zoning Board of Review. Mr. Mulligan served 10 years on the Zoning Board and Mr. Hodnett served on the Planning Board for 12 years. Mr. Mannix also read a letter from the Chair of the Planning Board.

OPEN FORUM:

Open Forum is now held and the following individuals address the Council, viz:

Stephen Ferrandi addressed the council and submitted petitions with over 400 signatures to the council requesting the town council accept and implement the Ad Hoc

Committee's recommendation and read a letter to the town council. He noted the petitions were signed by residents from town and the neighborhoods of Eastward Look, Scarborough Hills, Schooner Cove, Briggs Farm, Mettatuxet, Bonnet Shores, Harbour Island, Great Island and Narragansett Pier Association. A letter from Attorney Michael Ursillo representing the Eastward Look Homeowners' Association;

Stanley Wojciechowski addresses the town council on failure and how failure is an important step on success. He said it should be recognized and then change the failure to be more successful. He said that many years ago "rental registration" would be a fix for the college students and noted it was not fixed and it did not work. He also spoke on parking and that has failed also. He also stated that proposed zoning changes that would take away property rights were wrong. He noted that there has been some success as

there were 40 arrests for alcohol issues. He noted it was not all students it is drunk and disorderly people. He said back up the Police and give the Chief of Police what he needs; Richard Van Germeersch addressed the council on John Boothroyd and noted he did a magnificent job with the Narrow River Preservation and the Friends of Canonchet and served the community well; Christopher Foley spoke on his difficulties he has had with the students who rent properties in town. He said that there are people in town that are terrorized by the students. He thanked the council for what they do and reminded them they serve all constituents in town and the need was to especially protect the young and the elderly; Kevin Gaynor from the 2100 Group but noted he was speaking for himself and addressed the council on being fair and remarked that not every student was bad and not every landlord was bad. He said when making the decision on the proposals from the Ad Hoc Committee he hoped the council remembers the quote from James Otis “Taxation without representation is tyranny” and a quote from Thomas Jefferson “To compel a man to furnish contributions of money for the propagation of opinions which he disbelieves is sinful and tyrannical”; Carol Stuart thanked the council for listening to everyone. She did note that there have been failures however there also has been many accomplishments done over the past few years. She said she has never had an attitude towards landlords or the rental properties. She said she has recognized that there will be rentals, students and tourists or visitors part of the community but there is way to mitigate the impact. She read information on student rentals regarding research that has

been done all over the country on student rentals; Lisa Blais spoke on the proposed Homestead Exemption and believed it was a divisive move on part of the council; Paul Zonfrillo addressed the council and noted he helped get the signatures for the petition. He said he did not envy any council member sitting there. He spoke on rental properties being businesses and some of them have standards and some do not. He believed there was a giant loop hole where people can come in and change a 3 bedroom to a dormitory and that is what needs to be curbed back and make the property regulations. He questioned what kind of future the council wants for the residents and that is what has to be decided; Lois Oberg addressed the council on her difficulties with living with students in her neighborhood, trash, traffic, loud parties and noise; Chris Goglia addressed the council on the student issues problem and noted it should be addressed; Kevin McKenna addressed the council on student issues in Eastward Look and remarked that he had to move out of the area due to the quality of life. He said he was told by the students that he should move out of the area as it was a URI area and the people like him should move elsewhere. He asked the council to regulate the enforcement of rooming houses; Annemarie Silveira spoke on the work the committee for the URI student issues have proposed and hopes the council reviews it clearly and agrees with the proposals. Mr. Mannix noted that next week a presentation will be held for the AdHoc Committee to present the zoning portions of their recommendations;

CONSENT AGENDA

The consent agenda is voted on with one motion.

- 1. A MOTION to APPROVE the list of Real Estate addendums in the amount of \$21,530.07 and the list of Real Estate abatements in the amount of \$3,220.56.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

- 2. A MOTION to APPROVE the request from URI S.A.V.E.S for a “ Polar Plunge” to be held on Saturday December 5, 2015 from 1:00 am to 3:00 pm at the Town Beach, subject to approval of state and local regulations.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

- 3. A MOTION to APPROVE the request from the Narragansett Chamber of Commerce to sponsor the 2nd Annual Calamari Festival. The event is scheduled for Saturday September 10, 2016 from 11:00 am to 6:00 pm at Veteran’s Memorial Park subject to state and local regulations.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

- 4. A MOTION to APPROVE a Class F-1 Alcoholic Beverage License to The Contemporary Theater for October 23, 2015 at The Towers, Narragansett, RI, subject to state and local regulations.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

- 5. A MOTION to APPROVE, RATIFY and CONFIRM the fire extinguisher inspection and repairs for the Town from Fire Extinguisher Service Company, Inc. in the amount of \$2,744.75.**

APPROVED, RATIFIED and CONFIRMED (Cicilline-Buonanno-Ranaldi 5/0)

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

- 6. A MOTION to APPROVE, RATIFY and CONFIRM the purchase of one watertight storage container from Out-Back Storage, LLC, in the amount of \$2,915.00.**

APPROVED RATIFIED and CONFIRMED (Cicilline-Buonanno-Ranaldi 5/0)

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

- 7. A MOTION to AWARD the contract for the Festival of Lights Holiday Fireworks Display to Atlas PyroVision Entertainment Group, Inc., in the amount of \$3,500.00 and to AUTHORIZE the Town Manager to sign the contract after review by the Town Solicitor.**

AWARDED (Cicilline-Buonanno-Ranaldi 5/0)

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

- 8. A MOTION to APPROVE the purchase and installation of a replacement oil-fired boiler for the Community Center from SmithCo Oil Service, Inc., in the amount of \$8,633.54.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

- 9. A MOTION to APPROVE a petition from the Narragansett Electric Company to install one new pole (Pole #4-1) in the Town right-of-way to the left of #7 Marsh Lane.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

- 10. A MOTION to APPROVE the contract extension for General Heating, Ventilation, and Air Conditioning Services for a one-year period with JMB Mechanical, Inc. at their quoted prices and rates, under the same terms and conditions as the original contract.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

**11. A MOTION to APPROVE the waiver of interest for taxpayers in
accordance with Ordinance 2010-936.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

OLD BUSINESS:

**12. A MOTION to REVIEW and AMEND the restrictions on the current
liquor license of The Break LLC, 1208 Ocean Road, Plat L, Lot 237A,
Narragansett, RI.**

When the Town Council granted the liquor license for the Break Hotel the following stipulations were included:

- The Council will review the operation of the business three (3) months after issuance of the Class BV Tavern Liquor License.
- Alcohol service ends at 10:00 p.m. inside and outside.
- The Council will review the operation of the business three (3) months after issuance of the Class BV Tavern Liquor License.

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

The establishment has been in operation since June, 2015 so therefore it's time for council review of the Break Hotel. At this time The Break, LLC is also requesting to amend the restriction regarding the alcohol service ending at 10:00 p.m. inside and outside and the restriction of entertainment limited to a one to two piece combination, low acoustic, not amplified music.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to REVIEW the restrictions on the current liquor license of The Break LLC, 1208 Ocean Road, Plat L, Lot 237A, Narragansett, RI.

Patrick Dougherty, Attorney for The Break, LLC addressed the council on lifting the restrictions for entertainment and the closing hours. He believed the business has been an asset to the town and is a class operation. The request was to lift the 10:00 p.m. alcohol service time. He noted that the restrictions were placed before the establishment wasn't even built at the time.

Susan Cicilline-Buonanno noted that at the last meeting the Chief of Police noted there have been no issues at the hotel.

Mr. Dougherty noted that he had no issue for outside as the Break does have quests at the hotel and he saw no reason to reasonable about that. He noted that the town council always has the right to call his client back if there are any issues at the hotel.

Susan Cicilline-Buonanno moved, Raymond Ranaldi seconded and it is so voted to lift all the current restrictions.

A discussion ensues on time of last call, entertainment in and outside, type of entertainment and local and state regulations.

Susan Cicilline-Buonanno moved, Raymond Ranaldi seconded to amend to add 10:00 p.m. for the outside entertainment.

Matthew Mannix summarized that an amendment has been made for entertainment to end at 10:00 p.m. outside and all other restrictions have been lifted.

A discussion ensues on the service of alcohol outside in the evening in the summer and a distinction of time and service.

Susan Cicilline-Buonanno withdrew her motion and Raymond Ranaldi also withdrew the second to the motion.

Raymond Ranaldi moved to amend, Susan Cicilline-Buonanno seconded and it is so voted to lift the liquor restrictions inside and top deck, liquor service outside would be 11:00 p.m. and entertainment shall end at 10:00 p.m. on the outside.

Residents Richard Whatlet, Anthony Rupino, Tony D'Amorso, Steve Ferrandi, Richard Viens, Silvia D'Amorso all speak on the matter.

Matthew Mannix suggested that the owner and neighbors meet to discuss a compromise and the matter could be continued.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye, Patrick W. Murray aye, Matthew M. Mannix nay

Matthew Mannix asked for a vote on the main motion and Raymond Ranaldi made a motion.

Raymond A. Ranaldi moved to lift restrictions and allow entertainment until 10:00 p.m. outside and allow alcohol service until 11:00 p.m. outside.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye, Patrick W. Murray aye, Matthew M. Mannix nay

The conditions/restrictions will read as follows:

- Alcohol service ends at 1:00 a.m. inside the establishment.
- Alcohol service ends at 11:00 p.m. in the outside locations.
- Entertainment is limited to 10:00 p.m. outside.
- Entertainment is allowed up to closing inside the establishment.

13. A MOTION to APPROVE the request from the Narragansett Little

League to install two new batting cages at the northern extreme edge of the parking lot at the Sprague Park Little League as per all Town codes and regulations.

The Narragansett Little League has requested to install at their own expense two new 40' x 15' batting cages along the northern extreme edge of the parking lot at the Sprague Park Little League Field. The Narragansett Little League has identified various sources to fund this project which will be completely paid for by private funds. The batting cages will be installed in a safe manner for children of the league to use within this parking area. A low growing hedge will be installed along the front of the cages to enhance the area but low enough to be visible for security. The cages will be protected by bollards filled with concrete to provide protection from vehicles. In addition the roof will be of heavy gauge fencing to protect surrounding vehicles and pedestrians from balls. The Town Building Inspector, Town Engineer and Police Chief have all reviewed the site and approve of the layout.

Christopher Wilkens moved, Raymond A. Ranaldi seconded and it is so voted to APPROVE the request from the Narragansett Little League to install two new Batting cages at the northern extreme edge of the parking lot at the Sprague Park Little League as per all Town codes and regulations

Brenda Cronin and Chris Costa and Jeff Abrams addressed the council on the two proposed batting cages that are proposed to be installed at the Sprague Park.

Christopher Wilkens commented that he met with the little league and he is now all set on the proposal that everyone discussed and agreed to it.

Susan Cicilline-Buonanno questioned if the Little League was all set financially and would there be funded available for reapers and upgrades. Jeff Abrams commented the cages will be kept up to date and repaired.

A discussion was held on the concession stand and the stipend to the town for the use of the field. The Town Manager noted that they will be meeting later in the fall to discuss.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye, Patrick W. Murray aye, Matthew M. Mannix aye

NEW BUSINESS:

14. A MOTION to AUTHORIZE the Town Manager to sign Change Order 001 in the amount of \$314,171 for Bentley Builders, LLC for the construction of the Narragansett Community Athletic Complex.

On July 6, 2015 Town Council approved the recommendation of the NCAC Building Committee to award the bid for construction of the athletic complex at Narragansett High School to Bentley Builders LLC, in the amount of \$3,047,333.33.

This approval allowed payments to be released to Bentley Builders, as approved by the School Department and Gale Associates, Inc. (awarded vendor for design services and services during construction). This is the first change order submitted for the project. This

change order was approved by the NCAC at their meeting on September 28, 2015. The original contract sum of \$3,047,333.33 will be increased by \$314,171.00; the contract now has a total cost of \$3,361,504.33. Two of the items on the itemized list will be paid for by the School Department (the Athletic Lighting and the Sand Catchers). This action was officially taken on August 26, 2015 in a vote of the Narragansett School Committee. The RIDEM drainage changes, additional bond costs and the sewer concrete encasement will be paid for by the contingency which is already part of the total project cost.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to to AUTHORIZE the Town Manager to sign Change Order 001 in the amount of \$314,171 for Bentley Builders, LLC for the construction of the Narragansett Community Athletic Complex.

Katherine Sipala noted it was not any additional dollars added to this change order.

A discussion ensued on the Bond, time frame and project

NCAC Co-Chairs Tom Furey and Mark Shovlin discussed schedules with the contractor with the winter months approaching and if a weather event deals the project it would be addressed at that time.

The school and donations was funding the lighting and sand catchers and that expense was not part of the bond money. The project total is now \$3.6 Million.

Katherine Sipala noted that it was the request of the Town Manager to place the change order on the agenda as the Town Manager felt she was not authorized to do so and was not involved in the project at all.

Ms. Sipala remarked that they were very far into the project and believes they are passed any big issues that may come up and if they do it would come from the contingency if its allowed.

Resident Richard VanGermeersch spoke.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

**15. A MOTION to SCHEDULE the date for the annual TC/SC Workshop on
the Budget as required by RIGL 16-2-21.**

The School Department requested the Town Council to select and approve the date for the annual Town Council /School Commitment Workshop on the Budget as required by RIGL 16-2-21. Traditionally this meeting is held December prior to a Town Council meeting.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to SCHEDULE the date for the annual TC/SC Workshop on the Budget as required by RIGL 16-2-21 to December 7, 2015 at 6:30 p.m.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

**16. A MOTION to APPROVE the purchase of Winter Road Salt from
Morton Salt Inc. at \$63.16 per ton delivered for the FY15/16 winter
season, per the State of Rhode Island Master Price Agreement.**

Winter Road Salt is utilized by the Public Works Highway Division during winter storm events for anti-icing and de-icing. During a typical winter season the department uses approximately 1,100 tons of Road Salt. Salt will be purchased under the State of Rhode Island MPA as needed to replenish inventory as it is used. The Town will be purchasing this material pursuant to State of Rhode Island Master Price Agreement #125 which is valid October 1, 2015 – September 30, 2016. Bids were solicited and awarded by the State of Rhode Island Office of Purchasing. Funding is available in the Highway Division Operating Account # 0001730 50512, Snow Removal.

Susan Cicilline-Buonanno moved Raymond Ranaldi seconded and it is unanimously so voted to APPROVE the purchase of Winter Road Salt from Morton Salt Inc. at \$63.16 per ton delivered for the FY15/16 winter season, per the State of Rhode Island Master Price Agreement.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

17. A MOTION to AWARD the bid for Pump Station Wet Well Cleaning to the lowest bidder, Wind River Environmental, in the amount of \$23,509.00.

The scope of work under this contract includes the cleaning of the wet wells at the Wastewater Division's twenty (20) remote sewage pump stations, the pump station at the Beach Clubhouse, and the influent wet well at the Scarborough Wastewater Treatment Facility. The bid includes a stipulated allowance of \$750.00 for grease disposal, which has to be handled separately from other waste. This work is typically performed annually during the winter months, and is an important preventative maintenance task for us, as solids and grease in the wet wells (the "holding tanks" at each pump station) can clog or cause undue wear on the sewage pumps. The Town does not have the necessary high lift suction truck or the State waste hauling license necessary to perform this work in-house. Request for bids was advertised in the Narragansett Times, solicited, and posted on the Town of Narragansett and State Purchasing Division websites. Four (4) vendors were solicited and three (3) responded. Funding is available in the Wastewater Fund Account #0032 50628, Pump Station Repairs.

Susan Cicilline-Buonanno moved Raymond Ranaldi seconded and it is unanimously so voted to AWARD the bid for Pump Station Wet Well Cleaning to the lowest bidder, Wind River Environmental, in the amount of \$23,509.00.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye, Patrick W. Murray aye, Matthew M. Mannix aye

18. A MOTION to APPROVE the purchase of pressure-rated hose, piping, valves, and fittings from Thompson Pump for the Wastewater Division, in the amount of \$23,596.26.

In November 2013, the Town Council awarded a multi-year contract to retrofit seven (7) of our major pump stations, with the scope of work including the installation of interior and exterior piping, valves, and appurtenances necessary to facilitate the rapid connection of portable (trailer-mounted) emergency pumps to these stations during emergency situations. That work is now essentially complete, and will provide a level of resiliency and redundancy, especially during storm emergencies.

These emergencies typically would include prolonged power outages at stations without fixed on-site back-up generators, or power outages and generator failures at facilities with generators. Although this latter scenario is rare, the Town cannot afford to be without both a primary and secondary means of operation at pump stations. Recent storm events, such as Tropical Storm Irene, Hurricane Sandy, and Blizzard Nemo, all of which resulted in week-long power outages, taxed our systems and our available personnel in terms of providing secondary operations at our remote pump stations.

For maximum efficiency in the eight (8) person division to operate the Scarborough WWTF and nineteen (19) pump stations, ranging from the North End Industrial Park to the Port of Galilee, staff believes that it is critical to pre-stage equipment at certain key locations, and to be able to shift three (3) trailer mounted pumps from station to station without having to move hoses, valves, fittings, etc. All of these essential materials are

heavy and bulky, and would significantly add to the response time if the staff had to break down and re-set them at each location. The three (3) largest stations are Ouida Street, Sprague Bridge, and Allagash Trail, and with this purchase, the town will have hard and flexible pipe sections, fitting, valves, and other necessary materials to streamline the emergency pump connection operations.

The largest trailer-mounted pump was supplied to earlier this year by Thompson Pump. Staff has worked with them to develop a list of critical hoses, pipes, valves and fittings necessary to allow us for a rapid deployment of this pump at our three (3) largest pump station sites. Thompson Pump participates in the National Joint Powers Alliance (NJPA) purchasing program, which is a national competitive bidding system available to municipalities. This allows taking advantage of the much broader “purchasing power” associated with a national bid. The NJPA contract number is # 031014-TPM.

Funding is available in the Wastewater Fund Capital Account # 0032 50704, Other Capital Improvements.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE the purchase of pressure-rated hose, piping, valves, and fittings from Thompson Pump for the Wastewater Division, in the amount of \$23,596.26.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

19. A MOTION to ADOPT a RESOLUTION requesting the General

Assembly to amend Chapters 3 and 5 of Title 44 of the General Laws to authorize the Town to enact a homeowner property tax exemption limited to a specific monetary sum or percentage of assessed value.

The General Assembly must authorize homeowner property tax exemptions. This proposed resolution before the council requests authorization from the State to the Town to set a homeowner exemption as up to a monetary sum of sixty thousand (\$60,000) for single family dwellings, thirty thousand dollars (\$30,000) for two family dwellings, or percentage of assessed value of thirty percent (30%) and fifteen percent (15%) respectively. Enactment of such an authorized homeowner exemption will require further Town Council action in the future.

Matthew Mannix summarizes the procedures noting that it has been on the town's agenda for many years. He noted there were two workshops with the Economic Development one with the council and one with the public input. He noted that there were about three versions from the Committee. He said now Patrick and Ray have proposed the current version.

Patrick Murray said the verbiage had gotten people confused and it will be made up to 10% as another town council may change it. He said that they used verbiage from Middletown to get it going however it will be amended. He noted that it will not increase property taxes. He noted that residents will have 10% off the assessed value. He said what they were trying to do was to enable a discount for residents.

He reviewed a power point presentation on the proposal for the homestead exemption.

Matthew Mannix explained that the Resolution was asking for the General Assembly to allow approve enabling legislation for the town to even go down that path of a Homestead Exemption.

Raymond A. Ranaldi remarked that commercial property taxpayers pay more than 33 percent more than the resident taxpayers. He said he would be satisfied with one tax rate but that would be difficult for some parts of the community. He said by asking the General Assembly up to 10% would be as more mellow and easy to take as possible. He said a decision could be made down the road whether to use it or somewhere below 10% would be a palpable situation for the town to make a move forward to have one tax rate someday. He said to move right now for one tax rate would hurt some people.

Matthew Mannix commented that it would need to be amended as the proposal reads 30% but it will be amended to change to 10%.

Linda Signe, Carol Stuart, Stanley Wojciechowski and Christopher Laccinole, Steve Glazer, Stephen Ferrandi, Lisa Blais, John Miller, and Anthony Rupino address the council.

Christopher Wilkens spoke on the Homestead Exemption and the two tier tax rate and the essence of fair and equitable tax rate is one tax rate. He thanked the EDC and Councilors Murray and Ranaldi for bring it forward.

Raymond A. Ranaldi moved, Patrick Murray seconded and it is unanimously so voted to CONTINUE the MOTION to ADOPT a Resolution requesting the General Assembly to amend Chapters 3 and 5 of Title 44 of the General Laws to authorize the Town to enact a homeowner property tax exemption limited to a specific monetary sum or percentage of assessed value.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye, Patrick W. Murray aye, Matthew M. Mannix aye

20. A MOTION to APPOINT/REAPPOINT individuals to the Personnel

Appeal Board for a five year term expiring on September 1, 2020.

The Personnel Appeal Board has two seats available for appointment with terms expiring on 9/1/2020. Andrew A. Giannetto and Joseph A. Notarantonio have both requested to be reappointed. There is currently one application on file from Jan C. Hagopian.

The following indicates the original board appointment date and expiration date for the current member.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
Andrew A. Giannetto	12/1/2014	9/1/2015
Joseph A. Notarantonio	9/7/2010	9/1/2015

According to the Council rules, no person shall be appointed to serve concurrently on more than one commission, committee or board created by the Town Council, with the

exception of ad hoc commissions, committees or boards, or dual appointments required by charter, ordinance or resolution. Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.

Patrick Murray moved, Raymond Ranaldi seconded and it is unanimously so voted to reappoint Andrew A. Giannetto to the Personnel Appeal Board for a five year term expiring on September 1, 2020.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

Patrick Murray moved, Raymond Ranaldi seconded and it is unanimously so voted to appoint and Joseph A. Notarantonio to the Personnel Appeal Board for a five year term expiring on September 1, 2020.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,
Patrick W. Murray aye, Matthew M. Mannix aye

21. A MOTION to APPOINT one (1) member from the Town Council to serve on the negotiations team for the collective bargaining with the International Association of Fire Fighters Local 1589.

The Town of Narragansett has received a request from Local 1589 of the International Association of Fire Fighters to engage in collective bargaining with the town. The time period of the collective bargaining agreement will be from July 1, 2016 forward as the current contract expires on June 30, 2016.

In addition to the one (1) Town Council member, the negotiating team will consist of the Town Manager and Town Solicitor, Finance Director and the Human Resource Manager.

Raymond A. Ranaldi moved, Christopher Wilkens seconded and it is so voted to APPOINT Patrick Murray from the Town Council to serve on the negotiations team for the collective bargaining with the International Association of Fire Fighters Local 1589.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye, Patrick W. Murray aye, Matthew M. Mannix aye

EXECUTIVE SESSION:

Raymond A. Ranaldi moved, Patrick W. Murray seconded and it is unanimously so voted to RETIRE to Executive Session at the end of the October 19, 2015 town council meeting as in accordance with 42-46-4 to discuss collective bargaining (RI Council 94, AFSCME, AFL-CIO Local 1179) in accordance with RI General Laws 42-46-4 and 42-46-5 (a) (2) and to discuss litigation Carr V. Town of Narragansett, in accordance with RI General Laws 42-46-5 (a) (2) and RI Laborers District Council –Public Service Employees, Local 1033 Grievance in accordance RI General Laws 42-46-5 (a) (2) and to discuss Personnel in accordance RI General Laws 42-46-5 (a) (4) to appoint Dawson T. Hodgson, Town Solicitor as Clerk Pro Tem.

Roll Call vote was taken

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye, Patrick W. Murray aye, Matthew M. Mannix aye

ADJOURNMENT:

The meeting adjourns at 10:39 p. m.

ATTEST:



Anne M. Irons, CMC
Council Clerk

MINUTES ACCEPTED AS
PRESENTED/AMENDED

Anne M. Irons, CMC
Council Clerk

A digital format is made a part of the record for a complete account of the council meeting. <https://www.youtube.com/channel/UCaXrjLKjolyaFtqVXBLwEfg>

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 01

Amend No. _____

Date Prepared: May 5, 2016
Council Meeting Date: May 16, 2016

TO: Honorable Town Council
FROM: Jeffry Ceasrine, Acting Town Manager
SUBJECT: Waiver of Interest on Late Tax Payments

RECOMMENDATION:

That the Town Council approve the waiver of interest for taxpayers in accordance with Ordinance 2010-936.

SUMMARY:

The Town Council adopted Ordinance No. 2010-936 on September 20, 2010, that allows the waiver of interest penalties for taxpayers in certain circumstances. Under the current ordinance, taxpayers who are residents of the town and can demonstrate that they have had five years of on time tax payments are eligible to request a one-time waiver. The waiver of interest cannot exceed \$500. The ordinance authorizes the Town Council to approve the waiver interest of taxpayers who request the waiver as far back as July 1, 2008.

The Town Council is being asked to abate the interest penalties for the following taxpayers:

Lewis & Nancy Reitman	60 Wanda Street	\$ 78.60
Timothy & Margaret Nester	15 Raymond Drive	\$ 88.24
Yurgalevitch Revocable Living Trust	26 Avice Street	\$104.91
Lois Ohberg	55 White Swan Drive	\$ 80.01
Terence & Mary Sands	4 Meadowbrook Way	\$ 82.01

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 02

Amend No. _____

Date Prepared: May 6, 2016
Council Meeting Date: May 16, 2016

TO: Honorable Town Council

FROM: Jeffry Ceasrine, P.E., Town Engineer \ Acting Town Manager

SUBJECT: Sewer Policy Committee Referral, Plat N-A, Lots 30, 190 (vacant land)

RECOMMENDATION:

That the Town Council refer a request from attorney Donald Packer on behalf of the Kenneth Ventura and Ernestina Carnevale for a waiver of the Sewer Policy for Plat N-A, Lots 30 & 190, vacant land near Boston Neck Road) to the Sewer Policy Committee for review.

SUMMARY:

The attached April 26, 2016 letter from attorney Donald Packer on behalf of the Kenneth Ventura and Ernestina Carnevale requests an appeal of a staff level denial on sewer availability.

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. April 26, 2016 applicant appeal letter.

DONALD J PACKER

ATTORNEY AT LAW
RODMAN SQUARE
1220 KINGSTOWN ROAD - SUITE 100
PEACE DALE, RHODE ISLAND 02879-7903

TELEPHONE
(401)789-4887
FAX
(401)782-4210

April 26, 2016

Honorable Town Council
Town of Narragansett
25 Fifth avenue
Narragansett, RI 02882

'16 APR 28 PM12:02

Dear Council Members:

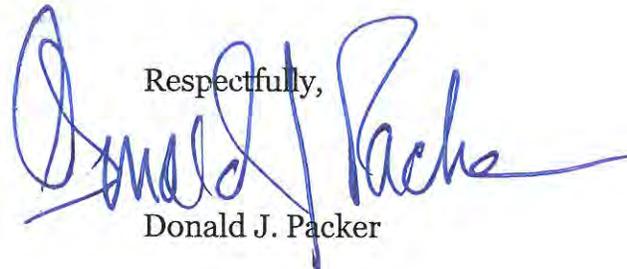
Re: Assessors Plat N-A, Lots 190 and 30
Request for Amendment to the Sewer Policy Area

I represent Kenneth Ventura, and Ernestina Carnevale, the owners of the above identified Lots off of Boston Neck Road. The Lots have been merged by the town. Lot 190 has frontage on Boston Neck Road and Lot 30 has frontage on Beach Avenue. There is a sewer manhole on Lot 30 on the westerly end, near Beach Avenue.

I have attached a communication from the Engineering Department, dated March 21, 2016, a copy of the current Sewer Area in that vicinity and a Zoning Certificate from the Building Official.

My clients request the Council's consideration for an amendment to the Sewer Area to include these properties.

Respectfully,



Donald J. Packer

TOWN OF NARRAGANSETT
Town Hall • 25 Fifth Avenue • Narragansett, RI 02882
Tel. (401) 789-1044 TDD (401) 782-0661 Fax (401) 783-9637

ENGINEERING DEPARTMENT
Fax No. (401) 782-0669

Diprete Engineering
Two Stafford Court
Cranston, R.I. 02920

Date: March 21, 2016

re: Sanitary Sewer Availability
Plat N-A, Lot 30 (Merged w/ lot 190)

Dear: Diprete Engineering

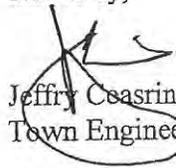
As per our request of March 04, 2016, this office has researched the referenced subject. There is public sanitary sewers within the immediate area of the property in question.

Under the current Town of Narragansett Sewer Policy (adopted April 18, 1995/amended July 15, 1996/amended December 6, 1999/amended July 7, 2008), connections to sanitary sewers within Sewer Area I (areas tributary to the Regional Wastewater Treatment Facilities that have been prioritized for sewer service by virtue of a significant number of failed/failing OWTS's) are allowed for those lots that have existing public sanitary sewer frontage only. Extensions within Sewer Area I are not permitted. The reason for this prohibition is that the Town of Narragansett has reached its theoretical capacity in terms of available flow space at the Regional Facilities. While we will explore expansion/additional capacity options with our other regional partners (South Kingstown and URI), there is no definite timetable in place as of yet.

The property in question is not within Sewer Area I. As such, a request for connection cannot be granted. Lot 30 is merged with Lot 190 at the time of this request. If evidence shows that the two lots were merged prior to April 18, 1995, we would reconsider our decision due to a portion of Lot 190 was within Sewer Area I. 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. Since there is no timetable in place yet for additional capacity, we will not hold requests on file. You will need to check with this office periodically to determine the status of same, and reapply (if you are still interested) at such time as the Policy is amended.

Please do not hesitate to call if further information is needed.

Sincerely,


Jeffrey Coasrine, P.E.
Town Engineer

JC/gib,

705-L-043-16

cc: Kristen Giblin Water/Wastewater Clerk

USEPA "Partner for Change" 1997
USEPA "Clean Water Partner for the 21st Century" 2003
Environmental Council of RI "Senator John H. Chafee Conservation Award" 2004
Southern Rhode Island Conservation District "Outstanding Conservation Municipality" 2003 & 2007



TOWN OF NARRAGANSETT

Town Hall • 25 Fifth Avenue • Narragansett, RI 02882-3699
Tel. (401) 789-1044 TDD (401) 782-0610 Fax (401) 782-0620

DEPARTMENT OF BUILDING INSPECTION

23.2 Zoning Certificate: Issuance thereof by Zoning Enforcement Agency

Upon written request from a person who is an owner of a parcel of land or a person with a bona fide legal or equitable interest in a parcel of land, the zoning enforcement agency shall furnish that person with a certificate designating the zoning classification as it then appeared on the official zoning map of the Town of Narragansett for that parcel of land and a statement that the use, structure, building, or lot either complies with the ordinance, is legally non-conforming, or is an authorized variance or special permit use, or is illegal. Any misrepresentation relating to the parcel by the person seeking the certificate shall void the certificate to that degree caused by the misrepresentation.

The response must be made by the zoning enforcement agency within fifteen (15) days of the written request. In the event that no written response is provided from the zoning enforcement agency within that time, the requesting party shall have the right to appeal to the zoning board of review for the determination.

This zoning certificate does not determine the buildability of said parcel.

A fee of \$25.00 for processing such request shall be charged by the town.

In accordance with Section 23.2 I certify that I am the owner of the subject parcel of land or have legal or equitable interest in said parcel of land, and request a zoning certificate for the following parcel:

Plat N-A Lot(s) 30 AND 190

Owner:

Street Address: BOSTON NECK ROAD AND BEACH AVENUE

Requested by: KENNETH VENTURA

Date: APRIL 21, 2016

For Official Use Only

The subject parcel of land is zoned R-80

The subject parcel is unimproved YES Improved NO

Is a conforming lot (contains req'd area and frontage) NO

Is a substandard lot of record YES

Is in common ownership with adjacent land YES Is merged YES (N-A 30 AND 190)

If improved, is a permitted use NA legal nonconforming use NA (THE USE OF THE PROPERTY HAS NOT BEEN DETERMINED AT THIS TIME)

A use allowed by special use permit or variance NA

Conditions recorded in Book NA page NA land evidence records

Signed [Signature]
Building Official
Anthony L. Santilli, Jr.

Date 21 APRIL 2016

*PLAT N-A LOT 30 AND 190 ARE IN THE NAMES OF KENNETH VENTURA AND ERNESTINA CARNEVALE. THE TWO PARCELS OF LAND WERE MERGED IN MAY OF 1993

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 03

Amend No. _____

Date Prepared: May 6, 2016
Council Meeting Date: May 16, 2016

TO: Honorable Town Council

FROM: Jeffry Ceasrine, P.E., Town Engineer \ Acting Town Manager

SUBJECT: Sewer Policy Committee Recommendation; Plat N-R, Lots 1154-1155 (Sebago Trail \ vacant parcel), Plat N-S, Lot 513 (80 Bayberry Road), and Plat Y-4, Lot 4 (Westlake's Garage, 707 Point Judith Road)

RECOMMENDATION:

That the Town Council approve the recommendations of the Sewer Policy Committee relative to the granting/denial of waivers for Plat N-R, Lots 1154-1155 (Sebago Trail \ vacant parcel), Plat N-S, Lot 513 (80 Bayberry Road), and Plat Y-4, Lot 4 (Westlake's Garage, 707 Point Judith Road)

SUMMARY:

The Sewer Policy Committee meets on an ad hoc basis to hear appeals from staff level decisions relating to the Town's Sewer Policy. The Committee met on May 2, 2016 to consider the following requests for relief, and made the recommendations noted therein.

Applicant – Steven Rei (original applicant; property has since been sold to Gary and Lynn Moore) – Plat N-R, Lots 1154 and 1155; vacant parcel on Sebago Trail

The Sewer Policy Committee heard testimony from the new property owners that they had recently purchased the property and were looking to construct a single family home. They indicated that the property was sold and purchased with an approved four (4) bedroom OWTS design, but that they would prefer to extend the sanitary sewers to the property. The property does not have frontage on an existing public sanitary sewer, and extensions are prohibited under the current Sewer Policy in this area. As Town Engineer, I explained that the SPC traditionally looks for "undue hardship" or "compelling public good" before granting a waiver recommendation, and that we have capacity issues at the Regional WWTF that require us to limit extensions and therefore new flow. I further explained that the Wastewater system in Narragansett operates as an Enterprise Fund, and does not receive any financial contribution from property taxes, but instead pays money back into the General Fund as PILOT and Administrative charges. Further, it was noted that, under the current Policy, a waiver request that either complied with the Affordable Housing Plan goals or created a commercial or industrial economic opportunity could be supported.

The applicants could not provide any documentation of hardship or compelling public good. **Given the information presented above, the Sewer Policy Committee does not support the applicant's request for relief from the Sewer Policy, and recommends denial by the Town Council accordingly.**

Applicant – Paul and Laurie McCarthy; Plat N-S, Lot 513 (80 Bayberry Road)

The applicants claim that they have an old On-Site Wastewater Treatment System (OWTS) that needs to be pumped twice per year, despite the seasonal only occupancy of their home.

The referenced property is a section of Bonnet Shores that is predominately unsewered. However, a recent (2015) SPC and subsequent Town Council decision allowed for an extension of roughly seven hundred fifty (750) feet away from the nearest public sewer to service the adjacent property, which had a documented OWTS failure.

Given the information presented above, the Sewer Policy Committee supports the applicant's request for relief from the Sewer Policy, and recommends approval by the Town Council accordingly. The specific relief needed would be to allow for an extension of public sewers in the area tributary to the Regional WWTF.

Applicant – Paul Carr, Jr. Plat Y-4, Lot 4 (Westlake's Garage, 707 Point Judith Road)

The referenced property is a long-standing commercial business (gas station, repair shop, and small convenience store) on Point Judith Road, in an area tributary to the Scarborough WWTF. Within this area, sewer extensions are allowed for a maximum distance of 350 feet, provided that the property is within a Sewer Area. The owner testified that the OWTS limitations prevent him for expanding the convenience store and offering public bathrooms to his clients. The closest available public sewers are a significant distance away (over 3,200 feet to the south, and over 1,700 feet to the north). There is a privately owned sewer line approximately 600-700 feet to the north. Noting that we have available capacity at the Scarborough WWTF, **the Sewer Policy Committee supports the applicant's request for relief from the Sewer Policy, and recommends approval by the Town Council accordingly.** The specific relief needed would be amend the Sewer Area map to include this property, allow for an extension of sewers (private to service this property only) in excess of 350 feet, and to allow for a connection to a private sewer line (noting that written permission from the owner of said line would have to be provide prior to granting a connection or extension permit).

Common Notes – When waivers have been granted, they often come with stipulated conditions, such as:

1. Any sewer extension must be designed and installed across the full frontage of the property in question.
2. All design and construction costs must be paid for by the applicant, and the sewer must be inspected and accepted by the Town before actual connection permits are issued.
3. Sewer Lot Development Fees (all areas) and Infiltration\Inflow Removal Fees (areas tributary to the Regional WWTF only) apply to each unit according to the Sewer Policy.
4. The Town has a ten (10) year cost recovery program that allows the applicant to recoup a pro-rata share of the installation cost from abutting property owners.

Should the Town Council concur with the recommendations from the Sewer Policy Committee, these conditions would apply to each waiver request.

ATTACHMENTS:

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 04

Amend No. _____

Date Prepared: April 28, 2016
Council Meeting Date: May 16, 2016

TO: Jeffrey Ceasrine, P.E., Acting Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Contract Extension – General Plumbing/Pipe Fitting Services

RECOMMENDATION:

That the Town Council approves the contract extension for General Plumbing/Pipe Fitting Services for a one-year period with Stedman & Kazounis Plumbing & Heating, at their quoted prices and rates, under the same terms and conditions as the original contract.

SUMMARY:

This general plumbing services contract is for the vendor to perform routine and emergency plumbing maintenance and repairs to all Narragansett Town and School buildings/facilities at a flat rate per hour (that must meet State prevailing wage minimums) and at a maximum defined mark-up for parts and materials. It is similar to the miscellaneous repair and construction contracts that we have in place for a number of trades (electrical, general construction, water, wastewater, welding, security system maintenance and SCADA systems). The extension period of this contract is March 16, 2016 – March 15, 2017.

Town Council awarded the original bid on March 16, 2015. The vendor has offered to extend their contract under the same terms and conditions for a one-year period. The attached spreadsheet shows the results from the original bid solicitation.

Any project initiated under this contract with a value exceeding \$4,000.00 requires prior Town Council authorization. In addition, work under this contract will be limited to a value of less than \$50,000.00 unless further Town Council approval has been granted.

Funding is available in the respective departmental operating or capital projects accounts.

ATTACHMENTS:

1. March 5, 2015 solicitation spreadsheet for bid opening
2. Contract extension letter, signed by Stedman & Kazounis Plumbing & Heating.

Town of Narragansett, RI
 General Plumbing/Pipe Fitting Services, B15027
 All Departments

Bid Opening - Thursday, March 5, 2015 - 11:00 am

Item	Vendor 1	Vendor 2	Vendor 3
	Gem Mechanical Services, Inc. Price	Atlantic Control Systems, Inc. Price	Stedman & Kazounis Plumbing & Heating Inc. Price
1. Regular Service - 5 day response			
a. Master Plumber/Pipe Fitt - per hour	\$88.00	\$95.00	\$69.00
b. Journeyman Plumber - per hour	\$88.00	\$95.00	\$69.00
c. Apprentice - per hour	\$80.00	\$65.00	\$69.00
2. Emergency Serv/Reg hrs- 2 hr response			
a. Master Plumber/Pipe Fitt - per hour	\$115.00	\$95.00	\$103.50
b. Journeyman Plumber - per hour	\$115.00	\$95.00	\$103.50
c. Apprentice - per hour	\$95.00	\$65.00	\$103.50
3. Emergency Serv/N/W/Hol- 2 hr response			
a. Master Plumber/Pipe Fitt - per hour	\$115.00	\$115.00	\$138.00
b. Journeyman Plumber- per hour	\$115.00	\$115.00	\$138.00
c. Apprentice - per hour	\$95.00	\$85.00	\$138.00
4. Mark-up for parts & materials (%)	10%	20%	20%
5. Mark-up for equipment (%)	10%	20%	5%

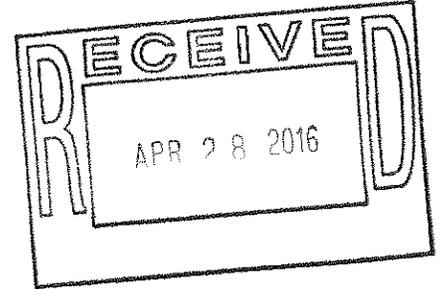


Town of Narragansett

Finance Department • 25 Fifth Avenue • Narragansett, RI 02882-3699
Tel. (401) 782-0644 TDD (401) 782-0610 Fax (401) 788-2555

April 18, 2016

Stedman & Kazounis Plumbing & Heating
Attention: William Kazounis, Vice President
PO Box 1750
Charlestown, RI 02813



RE: Bid – General Plumbing/Pipe Fitting Services

Dear Bill:

The Narragansett Town Council awarded the reference bid to your company on March 16, 2015 for a one-year period. Within the contract documents, there is a provision to extend the contract for one year, at no change in the bid prices or the contract terms. This extension requires both your agreement and ours.

The Town of Narragansett would like to extend this contract for the period of March 16, 2016 through March 15, 2017, pending Town Council approval and indication of your approval below. Your hourly rates meet/exceed the minimum State prevailing wages. If you are in agreement with this extension at the current bid prices, please sign below as indicated. If you are not interested in an extension, please indicate below as well. After you have indicated your preference, please return this signed letter to me. Thank you for your cooperation in this matter.

Sincerely,

Susan W. Gallagher
Purchasing Manager

SG/L16026

Stedman & Kazounis Plumbing & Heating

(Company Name)

hereby **agrees** to an extension of the contract for the period through March 15, 2017.

Will [Signature]

(Signature and Date)

4-25-16

Or

(Company Name)

hereby **declines** an extension of the contract for the period through March 15, 2017.

(Signature and Date)

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 05

Amend No. _____

Date Prepared: May 4, 2016
Council Meeting Date: May 16, 2016

TO: Honorable Town Council
FROM: Jeffry Ceasrine, P.E., Town Engineer \ Acting Town Manager
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Lead Soil Remediation Follow-up at Kinney Ave. Water Tank Site

RECOMMENDATION:

That the Town Council approves the Lead Soil Remediation Follow-up Work from ENPRO (formerly TMC Environmental Services) at their proposal price of \$5,850.00.

SUMMARY:

In 2014, in anticipation of the re-coating of both the North End and Kinney Avenue Water Tanks, we engaged the firm of TMC Environmental to perform remediation activities related to lead-contaminated soils. This work was made necessary by the discovery and identification of lead paint chips within the surrounding soils at each tank site. As noted at that time, both tanks had been originally painted with lead-based paint (as was the practice in the 1970's).

An essential step in the re-coating process is to provide the contractor with a "clean" site, so that the standard will be set for having a clean site again at the completion of the paint stripping and re-coating process. When the soil remediation work was preformed, we had anticipated being able to move into the paint stripping and re-coating phase immediately thereafter, while both sites were still freshly "clean". However, the financing plan for this project that was ultimately approved called for the special assessment to be spread out over two (2) years, and delayed the project start until the Spring of 2016. We had to re-test both sites, and it has been determined that additional lead paint has been found in the soil at the Kinney Avenue site. In order to restore the "clean" immediate pre-construction status, we need to have the site vacuum cleaned, and the lead chips disposed of in accordance with State Department of Health regulations.

We solicited the attached quote from the original lead remediation contractor from 2014; ENPRO (formerly TMC Environmental Services). They are prepared to mobilize at the site upon award of this contract. Their familiarity with the site and the site characteristics make it logical choice to have them perform this follow-up work.

Funding is available in the Water Enterprise Fund Capital Projects Account #0030 50653, Water Tank Painting.

ATTACHMENTS:

1. Proposal from ENPRO, dated April 19, 2016.

April 19, 2016

Project Estimate #216.26.003 R-1

Mr. John Lawless
Town Engineer's Office
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882

Re: Follow-up Vacuum Clean Water Tank Property
Kinney Tank Lot 1 Old Point Judith Road

Dear Mr. Lawless,

ENPRO, formerly TMC Environmental, is a full service company covering all of New England and New York. ENPRO prides itself on project consistency and its logistics expertise in: environmental remediation, abatement services, emergency response, environmental construction, and industrial cleaning. ENPRO is pleased to provide this proposal to you (hereinafter referred to as the "Client").

PROJECT OBJECTIVE

We understand that you are requesting ENPRO to perform follow-up vacuum services on the property of two public water storage tanks located in Narragansett, RI. at the above referenced address. ENPRO is pleased to provide the estimated costs necessary to perform this service at the above referenced site based on the assumptions and exclusions listed below. The following outlines ENPRO's proposed scope, assumptions and project costs.

SCOPE OF WORK

Preconstruction Activities

Phase I

- ENPRO will coordinate operations and scheduling with the Client for mobilization.
- Conduct a preconstruction site walk with Client and job Supervisor prior execution of task.
- Coordinate the mobilization of resources (crew and equipment) that will include a high volume vacuum loader, an in house constructed vacuum head that attaches to the 6" high pressure vacuum outlet of the truck for cleared terrain surfaces, and other equipment that may be needed to complete the task.

Vacuum Remediate Surface Areas and Management of Lead Paint Chips

Phase II: Kinney Site Preparation

- Mobilize crew and equipment to the site.
- Crew will conduct on site safety meeting and coordinate operations with client's on site representative.
- ENPRO crew will systematically vacuum the area surrounding the tank as identified in the pre-construction site meeting.
- Once one tank area has been cleaned, the collect material will be transferred from the vacuum



ENPRO

An Environmental Services Company

truck into steel 17h DOT drum/s.

- The drum(s) will be sealed, labeled and then transported off site to an appropriate disposal facility for the material characterized.

ASSUMPTION AND/OR EXCLUSIONS

- ENPRO will have full and clear access to the work locations and space to stage equipment and/or materials. Work area must be clean and free of debris prior to the commencement of excavation activities. The soil should be relatively dry, free of standing water for ease of vacuuming.
- This proposal is based on normal working hours of 0800 to 1600 weekdays.
- This proposal is based on current Davis Bacon Wage rate Heavy for RI.
- All analytical testing, discharge permitting, regulatory notifications (if required) and associated engineering tasks shall be performed by others at no cost to ENPRO.
- All disposal pricing contained herein are based on facility acceptance.
- The Client will authorize and sign for disposal documentation.
- Impacted material must be physically and chemically suitable for the intended facility.
- LSP will conduct all analytical testing required by disposal facility for disposal acceptance.
- LSP will be on-site at regular occasions when required by ENPRO to direct the excavation activities.
- This proposal does not include any costs associated with excavation, dewatering, management of contaminated groundwater, or contaminated soil other than those directly specified herein.
- This proposal does not include any costs associated with restoration and/or landscaping.
- All engineering, testing, and reporting associated with contamination remediation and geotechnical quality control issues shall be conducted by others at no cost to ENPRO
- The proposed project approach is based upon information provided by the Client (LSP) during previous contract project in which we conducted a similar operation.
- Verification of any and all presumed conditions and exclusions stated herein are the sole responsibility of the Client.

ESTIMATED COST AND BASIS FOR BILLINGS

The cost to perform the proposed scope of work is presented in the table below. Work will be billed in accordance with the unit rates provided below. The basis for billing will be an itemized invoice reflecting services performed.

Phase	Task Description	Units	Rate	EST Unit	Extension
1	Pre-Construction Activities	Lump Sum	\$300.00	1	\$300.00
2	Crew & Equipment to Vacuum lead Paint Chips from Water Tanks Surrounding property	Day	\$5,200.00	1	\$5,200.00
3A	Disposal of Lead Paint Chips and Debris	Drum	\$350.00	1	\$350.00
TOTAL					\$5,850.00

ENPRO Services, Inc.

19 National Drive • Franklin, MA 02038 • tel 508.966.6000 • fax 508.966.4861

CT | FL | MA | ME | NH | NJ | NY | VT

24-Hour Emergency Response 800.966.1102 • www.enpro.com



ENPRO

An Environmental Services Company

Descriptions for Item No's:

Disposal pricing DOES NOT include state hazardous waste taxes/fees if applicable.

Pricing is based upon estimated volumes and material costs, unit rates, and market conditions. Billings will be based upon actual amounts of units required and volumes of material disposed. Actual material costs are subject to change based on unit rates and market conditions.

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized that unforeseen conditions, which may become evident during the course of the project may alter the effort required. Actual charges may fluctuate depending upon the execution of work.

It is understood and agreed by the Client and/or the generator (owner) owns any and all waste from cradle to grave and ENPRO assumes no liability for any and all waste generated or disposed.

PROJECT SCHEDULE

Upon receipt of a signed proposal, ENPRO is prepared to begin work the last week of May 2016. ENPRO will require 4-6 days' notice prior mobilization.

TERMS AND CONDITIONS

The Client agrees to submit to and abide by ENPRO published Standard Terms and Conditions attached hereto and made a part hereof.

Thank you for allowing ENPRO to provide our services.

Sincerely,
TMC Environmental

Jim Connolly
Project Manager

AUTHORIZATION

If the Proposal is understood and accepted, please initial each page, sign, and return to ENPRO. By accepting and signing the above-referenced Proposal, the Client hereby accepts any and all terms and conditions set forth herein or attached hereto and hereby authorizes ENPRO to commence services described in this proposal as defined herein and grants access, at reasonable times, to the described property. This proposal is valid for a period of thirty (30) days. Facsimile and electronic signatures shall and will be considered original signatures.

Town of Narragansett

Name (print): _____ Signature _____

Title: _____ Date _____

Attachments: ENPRO Standard Terms & Condition

ENPRO Services, Inc.

19 National Drive • Franklin, MA 02038 • tel 508.966.6000 • fax 508.966.4861

CT | FL | MA | ME | NH | NJ | NY | VT

24-Hour Emergency Response 800.966.1102 • www.enpro.com

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 06

Amend No. _____

Date Prepared: May 2, 2016
Council Meeting Date: May 16, 2016

TO: Jeff Ceasrine, P.E., Acting Town Manager
FROM: Steve Wright, Director Parks and Recreation
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: West Lot Security Camera Installation

RECOMMENDATION:

That the Town Council approves the purchase and installation of one (1) exterior security camera for the West Lot of the Town Beach from Galaxy Integrated Technologies, in the amount of \$6,372.57.

SUMMARY:

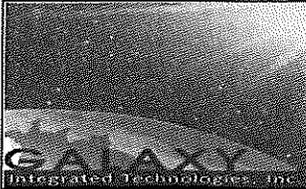
This purchase is to add a security system at the West Lot of the Town Beach. The West Lot on Anne Hoxsie Lane is the last area of the Town Beach that serves the public and revenue is collected without a security monitoring system. On March 7, 2016 Town Council approved the installation of electricity to this lot to provide the Parks Department the ability to install a revenue control system and security camera at the entrance booth to this lot. This new system would provide 24-hour taped digital recordings of any activity in and around the driveway and adjacent property and is similar to the system presently used at the South Pavilion, North Pavilion and North Beach Clubhouse.

Galaxy Integrated Technologies formerly held the contract for "Security Systems" for the Town and has installed all of the other Beach security cameras. This enhancement has been in progress prior to the Town splitting the security system into two contracts (one for design and the other for maintenance). The bid for security system maintenance is currently being solicited.

Funding is available in the Beach Capital Improvements Account #0034 50610, Other Improvements.

ATTACHMENTS:

1. Quotation from Galaxy Integrated Technologies, Inc., dated April 29, 2016.



Galaxy Integrated Technologies, Inc.
 100 Leo M. Birmingham Pkwy, Brighton MA 02135
 Ph: 617-202-6388 Fax: 617-202-6389

QUOTATION

DATE:	April 29, 2016	QUOTATION # :	TON	S16-0077 R1
BILL TO:		SALES PERSON:		Bob Nicol
JOB LOCATION:				
Town of Narragansett 25 Fifth Street Narragansett RI 02882 Dan Holland 401-782-0649 dholland@muni.ri.net		West Beach Parking Booth Annie Hoxie Lane Narragansett RI 02882 Dan Holland 401-782-0649 dholland@muni.ri.net		

West Beach Parking Booth: Furnish and install (1) IP Camera. Camera to be located in the West Beach Parking Booth with a view of the cash collection area. The camera will be connected to a wireless system and will transmit from the booth to the South Pavillion located on Boston Neck Road. Line of sight needed from the booth to the South Pavilion location, if necessary customer to provide pole. Customer to supply network switch at the Pavilion building for connection to the Amag NVR. The AMAG NVR is located in the Pavilion on the south end of the building. CAT-6 cable will be run from the receiver on the north end of the building to the NVR on the south end (app. 200'). The customer will supply the network switch for connection to the NVR. Cameras to be programmed into the existing Amag NVR.

EQUIPMENT	\$1,190.89
INSTALLATION	\$3,190.00
TECHNICIAN/PROGRAMMING	\$1,560.00
PROJECT MANAGEMENT	\$390.00
ENGINEERING	\$0.00
SHIPPING AND HANDLING	\$41.68
SALES TAX EXEMPT FORM ON FILE	\$0.00
TOTAL:	\$6,372.57

GALAXY INTEGRATED TECHNOLOGIES TO:

Please see attached "Galaxy Responsibilities"

Permit to be prepaid and added to invoice along with charges for time to acquire permit.

CUSTOMER TO:

Please see attached "Customer Responsibilities"

NOTE:

All work to be done open shop unless specified in terms.

All work to be done during regular business hours 8:00-4:30 pm Mon-Fri. Any deviation from these hours will be charged at a time and a half hourly rate to the Client accordingly.

Client to allow full access to all work areas without any restrictions or down time waiting for rooms or areas.

Any delays waiting for rooms, or areas to become available for working in will result in a charge per hour at the regular Galaxy Technician rate.

Issuance of a purchase order for this particular project shall be deemed acceptance by you (The Client) to the terms set forth herein.

If there are any conflicts between any provision in this proposal and your purchase order, the language of this proposal shall control, and further, any provision in your purchase order that purports to claim its language shall control shall be deemed stricken.

Any unforeseen field conditions will result in a change order for the difference in time and material.

Any jobs canceled after equipment is ordered will result in a 35% restocking fee for equipment that is returnable.

Customer will be responsible to pay 100% for any equipment non-returnable if job is canceled.

PAYMENT TERMS:

Net 30 days (All terms contingent upon credit approval) A 21% finance charge will be assessed to all amounts past 30 days.

100% of the total equipment price plus start up cost will be billed when the proposal is signed or upon receipt of a P.O.

75% of the total labor will be billed once deicing begins.

A total of 90% of the total labor will be billed when all field equipment is 100% mounted.

The last 10% of the total labor and any other items will be billed when the final programming and testing is complete.

All change orders will be billed separately and will not hold up payments on the initial job percentages due for payment.

Equipment will be ordered and the job will be scheduled once initial 1st payment is received in full.

Equipment only orders will be billed and must be paid 100% before Galaxy orders equipment.

WARRANTY: One Year for Parts supplied and installed by Galaxy and 60 Days for Labor

Form #2014-1



Galaxy Integrated Technologies, Inc.
 100 Leo M. Birmingham Pkwy, Brighton MA 02135
 Ph: 617-202-6388 Fax: 617-202-6389

QUOTATION: TON S16-0077 R1

GALAXY INTEGRATED TECHNOLOGIES, INC. (GIT) will provide competent personnel for performance of service as herein stated. For such service, customer agrees to designate one responsible individual who is authorized to call for service.

SERVICE HOURS: FIVE DAY WEEK: MONDAY TO FRIDAY: 8:30AM TO 4:30PM

GIT will not be responsible for equipment or parts which are in disrepair due to misuse, accident or mishandling by others not authorized to service this equipment during our agreement time.

GIT will not be responsible for damages caused by fire, the elements, civil commotion, malicious mischief, negligence of the customer, its agents or acts by God.

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All workers are fully covered by Workmen's Compensation Insurance.

This proposal shall be voidable, at our option, unless accepted and delivered to us within thirty (30) days of the date hereof. This proposal is the property of GIT. It is not for publication and is issued expressly on the condition that it is not to be copied, reprinted or reproduced in any manner; nor is it to be disclosed to any third party, either wholly or in part, without the express written consent of GIT.

Proposed By:

Accepted By:

Galaxy Integrated Technologies, Inc.

Town of Narragansett

For the amount of: **\$6,372.57**

Bob Nicol

Dan Holland

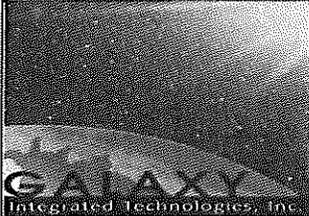
Signature: _____

Signature: _____

Date: _____

Date: _____

Purchase Order #: _____



Galaxy Integrated Technologies, Inc.
100 Leo M. Birmingham Pkwy, Brighton MA 02135
Ph: 617-202-6388 Fax: 617-202-6389

QUOTATION: TON S16-0077 R1

Equipment Details:

ITEM	QTY	DESCRIPTION
1	2	Ubiquity - Nanostation 5GHz Hi Power 2x2 MIMO AirMax TDMA Station
2	1	Axis M 3024-LVE Camera
3	1	Axis T8120 POE Injector
4	1	Axis T94FOIP Mount
5	1	AMAG VID-CAM-001-V8
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52		
53	1	Cable
54	1	Wire connectors and hangers
55		



Galaxy Integrated Technologies, Inc.
100 Leo M. Birmingham Pkwy, Brighton MA 02135
Ph: 617-202-6388 Fax: 617-202-6389

QUOTATION: TON S16-0077 R1

GALAXY RESPONSIBILITIES:

- Deliver all equipment to job site
- Install all equipment
- Supply and install all necessary low voltage cables for proper system operation
- Perform all final adjustment and system tests
- Provide all head-end programming
- Perform final connection to all head end systems

CUSTOMER RESPONSIBILITIES:

- Provide timely access to the areas where the work is to be performed
- Provide 120 VAC and ethernet connections where needed

NOTES & EXCLUSIONS:

Galaxy will not Warranty any equipment that is not installed to Galaxy specifications.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 07

Amend No. _____

Date Prepared: April 21, 2016
Council Meeting Date: May 16, 2016

TO: Honorable Town Council
FROM: Laura K Kenyon, Finance Director
SUBJECT: Professional service for Capital Assets

RECOMMENDATION:

That the Town Council approves the additional services of Bacon and Company, LLC to assist in updating the Fixed Assets accounting for the Town, in an amount not to exceed \$6,500.00.

SUMMARY:

As the annual audit report indicates, the Town is in need of updated Fixed Asset/Capital Asset policy and procedures. The audit/accounting services was previously bid and awarded to Bacon and Company, LLC. They can perform this task in an amount of no more than \$6,500.00, including professional services to update and make recommendations on the Fixed/Capital assets policy, procedures, and accounting system.

Funding is available in the Finance Department Operating Account, #0001310 50204, Contract Personnel.

ATTACHMENTS:

1. Internal memo to Jeffry Ceasrine, Acting Town Manager, dated April 21, 2016
2. Exert from the Internal Audit Report in regards to Capital Assets.

TOWN OF NARRAGANSETT

Date Prepared: April 21, 2016

TO: Jeff Ceasrine, Acting Town Manager

FROM: Laura Kenyon, Finance Director

SUBJECT: Town Capital Assets

The Annual Financial Report, "Audit" has a noted significant deficiency which states "the Town does not have formal policies and procedures in place to properly account for the Town's capital assets on a perpetual basis". The major recommendation is to establish formal policies and procedures to include physical inventory. While the actual accounting will be computerized when the inventory is completed and the policies and procedures are adopted by the Town Council, getting to that point requires additional services to complete the task. I am requesting that Bacon and Company, LLC, be retained to help as their knowledge and expertise of the accounting standards will expedite the implementation of the project.

Attachment : Financial Report finding on Capital Assets

TOWN OF NARRAGANSETT, RHODE ISLAND
Schedule of Findings and Responses
For the Fiscal Year Ended June 30, 2015

Capital Assets

2015-001 **Significant Deficiency** – The Town does not have formal policies and procedures in place to properly account for the Town’s capital assets on a perpetual basis. The Town also does not have formal policies and procedures that include performing a physical inventory of the capital assets. Although the Town prepared the detail schedules of capital assets and depreciation for the year ended June 30, 2015, it was not prepared until several months after year-end. We had to propose several audit adjustments to record omitted assets and to correct depreciation expense.

The Town is also not recording to the general ledger the capital asset transactions for the Enterprise Funds. We had to propose audit adjustments to record all current year capital asset transactions, including additions and transfers from construction in progress, capital asset additions and depreciation expense.

Recommendation – We recommend that the Town establish formal policies and procedures to account for on a perpetual basis, the addition and deletion of capital assets, construction in progress and depreciation expense. We also recommend that the Town establish policies and procedures to include a physical inventory of the Town’s capital assets on at least a biannual basis.

We also recommend that the Town record to the general ledger, at least at year-end, all Enterprise Fund capital assets transactions and reconcile the detail capital assets schedules to the general ledger.

These procedures are necessary to ensure that the proper recording and safeguarding of the Town’s capital assets.

Management’s Response – Management acknowledges the need for policies and procedures for recording capital assets. The Town has a new software program slated for implementation in the spring of 2016 to account for capital assets. This project will correct the issues raised by the auditors.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 08

Amend No. _____

Date Prepared: May 2, 2016

Council Meeting Date: May 16, 2016

TO: Jeff Ceasrine, Acting Town Manager
FROM: Scott M. Partington, Fire Chief
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Purchase of Portable Radios for Fire Department

RECOMMENDATION:

That the Town Council approves the purchase of two (2) portable radios and accessories from Motorola Solutions Inc., pursuant to the State of Rhode Island Master Price Agreement, in the total amount of \$8,371.00.

SUMMARY:

This purchase is for two (2) new portable 800 MHZ radios and related accessories for the Fire Department's use. Each radio with accessories cost \$4,185.50 (x 2).

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. The radios are discounted 27% through this agreement.

Funding is available through a 100% reimbursable grant from the Rhode Island Emergency Management Agency (RIEMA), and the Department of Homeland Security (Grant award No. 23-04-2014 SHSP).

ATTACHMENTS:

1. Quotation #QU0000358152 from Motorola Solutions
2. State of RI MPA#395 (partial).



MOTOROLA SOLUTIONS

Quote Number: QU0000358152
 Effective: 06 APR 2016
 Effective To: 05 JUL 2016

Bill-To:

NARRAGANSETT, TOWN OF
 25 FIFTH AVE
 NARRAGANSETT, RI 02882
 United States

Attention:

Name: Chief Partington
 Email: spartington@narragansettri.gov

Sales Contact:

Name: Jon Lamoureux
 Email: Jon.Lamoureux@motorolasolutions.com
 Phone: 16176992749

Contract Number: NASPO ValuePoint
 Freight terms: FOB Destination
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	H98UCD9PWSAN	APX6000 7.800 MHZ MODEL 1.5 PORTABLE	\$2,426.00	\$1,598.56	\$1,598.56
1a	1	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$339.35	\$339.35
1b	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.29	\$3.29
1c	1	H869BZ	ENH: MULTIKEY	\$330.00	\$217.45	\$217.45
1d	1	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$84.00	\$84.00	\$84.00
1e	1	QA02006AA	ENH: APX6000XE RUGGED RADIO	\$800.00	\$527.14	\$527.14
1f	1	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$790.72	\$790.72
1g	1	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$197.68	\$197.68
2	1	NNTN8930A	BATT IMPRES 2 LIION T1A4950 R IP68 2650T	\$155.00	\$102.13	\$102.13
3	1	NNTN8203ABLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM, BLACK	\$368.50	\$242.81	\$242.81
4	1	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$82.37	\$82.37

Total Quote in USD

\$4,185.50

x2

SHSP FY 2014

acct# 0828-50252

- * This quote contains items with approved price exceptions applied against it
- * This quote contains items that reflect discounts from approved total Price Exception of (\$2123)

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format

MPA#395



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

Refer to userguide for instruction and
lead state master agreement (click here)

MOTOROLA SOLUTIONS INC
12 WALKER WAY
NORTH SCITUATE, RI 02857
United States

**PUBLIC SAFETY COMMUNICATIONS
EQUIPMENT- MOTOROLA (MPA-395)**

Award Number: 3309688 Effective Period: 19-FEB-13 - 30-JUN-16

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 23-JAN-13 Buyer: C McGum Shipping: Paid Terms: NET 30 Vendor#: 1013	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

CHANGE TO PO #3309688

CHANGE EFFECTIVE PERIOD:
FROM: 02/19/13 - 12/31/2015
TO: 02/19/13 - 6/30/2016

CONTRACT DATE EXTENSION PER PARTICIPATING AGREEMENT INCLUDING NEW PRICING DISCOUNTS FOR NASPO
VALUEPOINT CONTRACT / MASTER AGREEMENT #06913 FOR PUBLIC SAFETY COMMUNICATION EQUIPMENT

STATE PURCHASING AGENT
Nancy R. McIntyre
Nancy R. McIntyre

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

SECTION 1

CONTRACT/MASTER AGREEMENT #06913 FOR PUBLIC SAFETY COMMUNICATION EQUIPMENT

State of Washington, Department of Enterprise Services (DES) on behalf of the NASPO ValuePoint Cooperative Purchasing Program Contract/Master Agreement #06913 For Public Safety Communication Equipment between The State of Washington and Motorola Solutions Under the Authority of State of Washington, Chapter 39.26 RCW between The State of Washington and Motorola Solutions Under the Authority of State of Washington, Chapter 39.26 RCW <http://www.naspovaluepoint.org/#!/contract-details/61/contractor/345> Motorola Solutions has been awarded the following categories/subcategories:

Category: Radios			
Subcategory: Portable, Dual-Band			
Subcategory: Portable, Single-Band tier I			
Subcategory: Portable, Single-Band tier II			
Subcategory: Portable, Single-Band tier III			
Subcategory: Mobile, Dual-Band			
Subcategory: Mobile, Single-Band tier I			
Subcategory: Mobile, Single-Band tier II			
Subcategory: Mobile, Single-Band tier III			
Subcategory: Desktop, Dual-Band			
Subcategory: Desktop, Single-Band tier I			
Subcategory: Desktop, Single-Band tier II			
Category: Base Stations/Repeaters: Single-Band tier I			
Category: Base Station/Repeaters, Single-Band tier II			
Category: Mobile Radio Antennas			
DISCOUNTS ON PRODUCTS & SERVICES			
Motorola Solutions - NASPO ValuePoint DISCOUNT MATRIX (Revised 12/7/15)			
REFER TO MANUFACTURER REFERENCE LIST: Motorola on-Line (MOL):			
Category: Radios			DISCOUNT %
List price for Base Model, Additional features & options quoted and sold at same discount			
Excluding the state of Washington, the discounts apply to states with purchasing fees <=1%			

Upon request, and at no charge, Motorola will provide contract customers a copy of the manufacturer's reference product price(s) after application of discount.			
Subcategory: Portable, Dual-Band			
APX7000 MULTI-BAND			27%
APX7000XE MULTI-BAND			27%
APX7000L MULTI-BAND			27%
APX8000 ALL-BAND			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Portable, Single-Band tier I			
APX6000			27%
APX6000LI			27%
APX6000XE			27%
APX3000			27%
XTS1500/2500/3000/4000/5000 ACCESSORIES			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Portable, Single-Band tier II			
APX4000			27%
APX4000XH			27%
APX1000			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			
Subcategory: Portable, Single-Band tier III			
BPR40			17%
CP185			17%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			17%
Subcategory: Mobile, Dual-Band			
APX7500			27%
APX8500 ALL-BAND			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Mobile, Single-Band tier I			
APX6500			27%
APX6500LI			27%
All XTL1500/2500/3000/4000/5000 ACCESSORIES			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Mobile, Single-Band tier II			
APX4500			27%
APX1500			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Mobile, Single-Band tier III			
CDM120 Cancelled - replacement product under review			17%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			17%

November 12, 2015

State of Washington Department of Enterprise Services (DES)

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 09

Amend No. _____

Date Prepared: May 09, 2016
Council Meeting Date: May 16 2016

TO: Jeffry Ceasrine, Acting Town Manager

FROM: Anne M. Irons, CMC - Town Clerk

SUBJECT: Class F Liquor License Application – Narragansett Lions Club,
Blessing of the Fleet Seafood Festival – July 29 and 20, 2016

RECOMMENDATION:

That the Town Council approve a Class F Alcoholic Beverage License for the Narragansett Lions Club for July 29 and 30, 2016 at Veterans Memorial Park, subject to state and local regulations.

SUMMARY:

The Narragansett Lions will be hosting the annual Blessing of the Fleet Seafood Festival Fundraiser at Veterans Memorial Park. As part of the event, they will be serving alcohol and food. Under state law a Class F Liquor License is required for special events when alcohol is served to the public.

ATTACHMENT:

1. Application

CLASS F/CLASS F-1 LICENSE APPLICATION

PLEASE CHECK ONE:

CLASS F LICENSE X

CLASS F-1 LICENSE _____

(PLEASE PRINT)

DATE OF APPLICATION: 5/6/2016

NAME OF APPLICANT: Narragansett Lions Club
(AGENCY/NON-PROFIT ORGANIZATION)

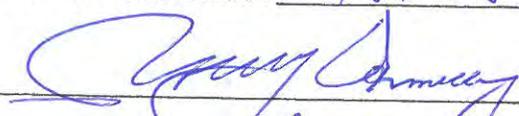
ADDRESS OF APPLICANT: P.O. Box 186
Narragansett, RI 02882

LOCATION TO BE USED: Veterans Memorial Park

KIND OF EVENT: Blessing of the Fleet Sea food Festival

DATE OF EVENT: July 29 + 30, 2016

TELEPHONE # WHERE APPLICANT CAN BE REACHED: 789-7800

SIGNATURE: 
(Please print name of person signing) Robert J. Donnelly

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

pd
5-9-16
pk #4615
#30.00

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: 10
Amend No. _____**

**Date Prepared: March 31, 2016
Council Meeting Date: May 16, 2016**

TO: Honorable Town Council

FROM: Dawson Hodgson, Town Solicitor

SUBJECT: Adoption of an Amendment to Rental Registration Ordinance - Form

RECOMMENDATION:

That the Town Council **ADOPTS AN ORDINANCE IN AMENDMENT OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED "BUSINESSES"**

SUMMARY:

This ordinance amendment changes the Rental Registration form to include the maximum number of tenants per unit at one time. Including this information provides for the most efficient and effective enforcement of the 4 unrelated persons per household use restriction contained in the Zoning Ordinance.

Applications which indicate tenants in excess of 4 unrelated persons per unit, or those left blank will be not be accepted by the Town. Operators who rent in violation of the ordinance are subject to sanction undertake Registration Ordinance in addition to any applicable Zoning Ordinance.

Including this information in the form also provides the Zoning Official an opportunity to communicate to the rental operator what if any zoning relief the operator should seek to rent in excess of 4 unrelated persons per unit.

ATTACHMENTS:

1. Proposed ordinance

TOWN OF NARRAGANSETT

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED “BUSINESSES”

It is ordained by the Town Council of the Town of Narragansett as follows:

Section 518(b), (Registration), of Chapter 14 of the Code of Ordinances of the Town of Narragansett, entitled “Businesses” is hereby amended to read as follows:

- (b) *Form.* The rental registration form shall indicate the tax assessor's plat and lot number, address of the rental dwelling/unit, the number of rental dwelling units therein, the name and permanent mailing address of the record owner, and the maximum number of tenants at one time, and period of occupancy (summer, September to June, or other).

Section 2: This ordinance shall take effect upon its final passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the 4th day of April, 2016.

Second reading read and passed in the Town Council meeting legally assembled the day of , 2016.

ATTEST:

Anne Irons, Town Clerk

Sec. 14-518. - Registration.

- (a) *Required.* No rental dwelling/unit shall be let, leased or otherwise permitted to be occupied, in whole or in part, by a tenant for residential and/or dwelling purposes unless and until the record owner has registered such property with the building inspector.
- (b) *Form.* The rental registration form shall indicate the tax assessor's plat and lot number, address of the rental dwelling/unit, the number of rental dwelling units therein, the name and permanent mailing address of the record owner, and the ~~usual~~ maximum number of tenants and period of occupancy ~~by tenants~~ (summer, September to June, or other).
- (c) *Filing date; term.* On or before December 31 of each year, the record owner of the rental dwelling/unit shall file the completed rental registration form with the registrar, which registration shall be valid for a one-year period from January 1 to December 31 of the following year. If the property is registered during the calendar year, the registration shall be valid until December 31 of that same year.

(Code 1986, §§ 12-343—12-345)

add:

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 11
Amend No. _____

Date Prepared: March 29, 2016
Council Meeting Date: May 16, 2016

TO: Honorable Town Council

FROM: Dawson Hodgson, Town Solicitor

SUBJECT: Adoption of an Amendment to Zoning Ordinance - Households

RECOMMENDATION:

That the Town Council ADOPTS “AN ORDINANCE IN AMENDMENT OF CHAPTER 731 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED ZONING”.

SUMMARY:

In response to extensive community concerns over quality of life issues reported by residents in various Town neighborhoods, the Town Council established an Ad Hoc Commission on Student Rental Issues in 2014. The Ad Hoc Committee has issued a report to the Council laying out a series of findings and recommendations to alleviate various quality of life and safety issues attendant to the high concentration of student rentals in certain Narragansett neighborhoods.

Included in the wide-ranging Ad Hoc Committee report are extensive findings and recommendations related to the Town’s zoning laws and enforcement. The Town Council has considered these recommendations, and received extensive public comment in work sessions and regular meetings. The Council now seeks to implement one of the key recommendations of the Ad Hoc Committee: that the town should enact and enforce an ordinance which prohibits more than 4 unrelated persons from occupying a single household.

Narragansett ordinances currently prohibit more than 3 unrelated persons in a household, although that ordinance has not been enforced since a Superior Court judge struck down the ordinance in 1994 in the case of DiStefano v. Haxton.

Notwithstanding a strong legal argument that the existing ordinance is now enforceable due to changes in the ordinance to reflect state law, the Town Council has reached a consensus that increasing the limit on unrelated persons from three to four would be the most appropriate method of lessening the intensity of use that has been created by proliferation of student rental properties in excess of 4 unrelated persons.

This increase in the limit will also limit the economic burden that enforcement of the existing ordinance might place on property owners who have invested in increasing the tenant capacity of their rental properties beyond what is allowed in the current ordinance.

State law requires any requested amendment to a Town's zoning ordinance be submitted to the Planning Board for recommendation, and that the Board, with the aid of the planning department, shall make a recommendation within 45 days. The State law also requires the Town Council hold a Public Hearing on the amendment. The Planning Board held hearings on the proposal on March 9, 2016 and the matter is now before the Council.

The public hearing was held at the March 21, 2016 town council meeting and after public testimony was heard and considered the town council directed to place the first reading of the proposed ordinance on the April 4, 2016 meeting to introduce, read, pass and accept the proposed definition of household.

ATTACHMENTS:

1. Proposed ordinance

TOWN OF NARRAGANSETT

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 731 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED “ZONING”

It is ordained by the Town Council of the Town of Narragansett as follows:

Section 1: Section 2.2, (Definitions) (Households) of Chapter 731 of the Code of Ordinances of the Town of Narragansett, entitled “Zoning” is hereby amended to read as follows:

Household. One or more persons living together in a single dwelling unit, with common access to, and common use of, all living and eating areas and all areas and facilities for the preparation and storage of food within the dwelling unit. The term "household unit" shall be synonymous with the term "dwelling unit" for determining the number of such units allowed within any structure on any lot in a zoning district. An individual household shall consist of any one of the following:

- (a) A family, which may also include servants and employees living with the family; or
- (b) A person or group of unrelated persons living together. The maximum number shall be four persons.

Section 2: This ordinance shall take effect upon its final passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the 4th day of April, 2016.

Second reading read and passed in the Town Council meeting legally assembled the day of , 2016.

ATTEST:

Anne Irons, Town Clerk

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 12

Amend No. _____

Date Prepared: April 28, 2016
Council Meeting Date: May 16, 2016

TO: The Honorable Town Council

SUBJECT: Appropriation Ordinance for FY 2016-17

RECOMMENDATION:

That the Town Council ADOPTS the Appropriation Ordinance for the 2016-17 Fiscal Year.

SUMMARY:

Attached is the Appropriation Ordinance for the 2016-17 Fiscal Year.

ATTACHMENTS:

1. Appropriation Ordinance for FY 2016-17

TOWN OF NARRAGANSETT
CHAPTER __

AN ORDINANCE OF THE TOWN OF NARRAGANSETT, PROVIDING THAT THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND BE AMENDED BY THE ENACTMENT OF THE BUDGET FOR THE TOWN OF NARRAGANSETT FISCAL YEAR BEGINNING THE 1ST DAY OF JULY 2016 AND ENDING THE 30TH DAY OF JUNE 2017 AND MAKING APPROPRIATIONS OF SAID TOWN TO SAID FISCAL YEAR AND ORDERING THE ASSESSMENT AND LEVY OF TAXES ON THE ASSESSMENT ROLL PREPARED BY THE TAX ASSESSOR OF SAID TOWN AS OF DECEMBER 31, A.D. 2015.

It is ordained by the Town Council of the Town of Narragansett as follows:

SECTION 1. The following budget for the Town of Narragansett for the fiscal year of said Town of Narragansett beginning July 1, 2016 is hereby enacted and adopted as follows; and the following appropriations are hereby made in the amounts of money set opposite the respective purpose for which the same are made.

2016 - 2017 BUDGET
GENERAL FUND
REVENUES

GENERAL PROPERTY TAXES

Current Year Collections	\$48,586,127
Prior Year Collections	\$236,000
TOTAL TAX COLLECTIONS	<hr/> \$48,822,127

INVESTMENT & INTEREST INCOME

Interest on Delinquent Taxes	\$185,000
Earnings from Investments	\$110,000
TOTAL INVESTMENT & INTEREST INCOME	<hr/> \$295,000

INTERGOVERNMENTAL

Motor Vehicle Phase-Out	\$60,810
Fed PILOT/ Revenue Sharing	\$71,000
Share of Beach Parking Fees	\$190,000
Share of Telephone Tax	\$195,635
Share of Hotel Tax	\$265,200
Share of Meal Tax	\$635,682
School Housing Aid	\$486,480
TOTAL STATE AND FEDERAL AID	<hr/> \$1,904,807

PILOT PAYMENTS

Beach Fund	\$207,447
Housing Authority	\$1,590
Water Fund	\$32,015
Wastewater Fund	\$142,992
Charter School	\$500
TOTAL PILOT PAYMENTS	<hr/> \$384,544

INTERFUND REVENUES

Water Fund: Admin Assessment	\$139,089
Wastewater Fund: Admin Assessment	\$428,060
Beach Fund: Admin Assessment	\$133,342
Surplus Equipment fund	\$50,000
Vehicle Maintenance	\$120,000
Rental Registration Transfer	\$125,000
TOTAL INTERFUND PAYMENTS	\$995,491

LICENSES AND PERMITS

Inspect Services-Building Permits	\$335,000
Har Master: Rental of Moorings	\$61,000
Plan Board: Variance & Exception Fees	\$14,000
Fire: Fire Alarm Inspection Fees	\$10,000
Public Works: Road Open Permits	\$2,100
Police: VIN Inspection Fees	\$4,000
TOTAL LICENSES & PERMITS	\$426,100

FINES & FORFEITURES

Police: Fees & Fines	\$15,000
Municipal Court: Fines & Fees	\$268,921
TOTAL FINES & FORFEITURES	\$283,921

MISCELLANEOUS REVENUES

Police: Finger Print Receipts	\$3,000
Town Clerk: General Receipts	\$656,000
Town Clerk: Alcohol Beverage Licenses	\$35,000
Police: Special Detail Receipts	\$123,800
Cellular Tower Rents	\$168,049
Other or Miscellaneous Receipts	\$40,400
Fire: Emergency Medical Services	\$365,000
Police: Miscellaneous Receipts	\$7,000
Concessions	\$2,650
Fire Marshal's Plan Reviews	\$23,000
TOTAL MISC. RECEIPTS	\$1,423,899

PARKS & RECREATION RECEIPTS

Community Center Rents	\$8,200
General / Misc Receipts	\$14,500
Basketball Receipts	\$41,075
Workshop Receipts	\$31,000
The Camp	\$60,000
TOTAL PARKS & RECREATION RECEIPTS	<u>\$154,775</u>

OTHER FINANCING SOURCES

Fund Balance Approp	<u>\$531,262</u>
TOTAL OTHER FINANCING SOURCES	\$531,262

TOTAL GENERAL FUND REVENUE

\$55,221,926

GENERAL FUND EXPENDITURES

TOWN COUNCIL	\$56,862
TOWN SOLICITOR	\$125,000
BOARDS AND COMMISSIONS	\$20,150
TOWN MANAGER	\$283,041
HUMAN RESOURCES	\$123,306
TOWN CLERK	\$386,031
MUNICIPAL COURT	\$217,298
BOARD OF CANVASSERS	\$135,203
FINANCE AND PURCHASING	\$425,285
ACCOUNTING	\$440,872
TAX COLLECTIONS	\$294,786
TAX ASSESSOR	\$268,508
INFORMATION TECHNOLOGY	\$367,011
COMMUNITY DEVELOPMENT	\$431,004
BUILDING INSPECTION	\$410,703
DISPATCHING	\$995,165
POLICE	\$6,425,470
ANIMAL CONTROL	\$201,040
HARBOR MASTER	\$40,412
FIRE	\$5,189,117
EMERGENCY MANAGEMENT	\$13,100
ENGINEERING	\$287,170
PUBLIC WORKS ADMINISTRATION	\$389,284
FACILITIES MAINTENANCE	\$255,240
HIGHWAY MAINTENANCE	\$1,795,080
VEHICLE MAINTENANCE	\$660,855
PARK AND RECREATION ADMINISTRATION	\$185,721
PARKS MAINTENANCE	\$777,752
RECREATIONS PROGRAMS	\$469,679
OPERATING DEPARTMENTS TOTAL	<u>\$21,670,145</u>
TRANSFERS	\$7,493,864
EDUCATION TRANSFER	\$24,735,185
TOWNWIDE EXPENSES	\$855,041
CONTINGENCY	\$300,000
SPECIAL APPROPRIATIONS	\$167,691
TOTAL GENERAL FUND BUDGET	<u><u>\$55,221,926</u></u>

EDUCATION

EXPENDITURES

Salaries	\$16,123,694
Employee Benefits	\$7,341,973
Pur Prof & Tech Services	\$714,524
Purchased Property Serv	\$546,539
Other Purchased Services	\$1,571,799
Supplies & Materials	\$1,160,170
Property	\$476,281
Dues, Fees-Othr Misc Exp	\$68,510
Other Expenses	\$30,000
Transfer to Capital	\$1,070,000
TOTAL EXPENSES	<hr/> \$29,103,490

REVENUES

State Aid	\$2,150,151
Charges for Services	\$376,000
Other Revenue	\$17,157
Total School Revenues	<hr/> \$2,543,308
Town Appropriation	\$24,735,185
Use of Fund Balance	\$1,824,997
TOTAL REVENUE	<hr/> \$29,103,490

WATER FUND

REVENUES

Appropriated Reserve	\$27,226
Assessment for Capital Improvements	\$750,000
Current Year Receipts	\$2,111,319
Interest Delinquent Payments	\$10,309
Miscellaneous Receipts	\$2,000
Hydrants	\$45,000
Repairs / New Service Charges	\$20,000
TOTAL WATER REVENUE	\$2,965,854

EXPENDITURES

PERSONNEL	\$781,476
OPERATING	\$891,878
CAPITAL	\$1,292,500
DEBT	\$0
TOTAL WATER EXPENDITURES	\$2,965,854

WASTEWATER FUND

REVENUES

Appropriated Reserve	\$139,928
Current Year Receipts	\$3,370,000
Interest Delinquent Payments	\$37,000
Storm Damage/Grants	\$1,000,000
Interest on Investments	\$56,000
Pretreatment Revenue	\$33,080
Miscellaneous Receipts	\$2,508
Sewer Permits	\$2,400
Lot Develop Fee Apportion	\$14,400
Lot Develop Fee Billing	\$115,200
North End Assessment Billing	\$672,000
Assessment Interest & Apportionment.	\$124,800
Sewer Inflow-Infiltration	\$85,000
Regional WWT Facil	\$13,000
TOTAL WASTEWATER REVENUE	\$5,665,316

EXPENDITURES

PERSONNEL	\$1,246,783
OPERATING	\$1,963,971
CAPITAL	\$1,998,177
DEBT	\$456,385
TOTAL WASTEWATER EXPENDITURES	\$5,665,316

BEACH FUND**REVENUES**

Appropriated Reserve	\$94,380
Miscellaneous Receipts	\$16,900
Concerts & Fireworks	\$18,311
Passes/Adult	\$203,320
Parking/Seasonal	\$153,410
Parking/Daily	\$225,000
Daily Admissions	\$775,000
Concession	\$142,300
Passes/Youth	\$45,210
North Beach Cabanas	\$207,500
North Beach Pavilion	\$184,000
North Beach Club House	\$45,015
Guest Passes	\$22,400
Sr Nonresident/Seasonal	\$22,120
South Pavilion Seasonal Locker	\$103,400
North Pavilion Parking	\$22,930
South Pavilion Parking	\$17,600
Beach Tent Rental	\$0
TOTAL BEACH FUND REVENUES	<hr/> \$2,298,796

EXPENDITURES

PERSONNEL	\$878,732
OPERATING	\$722,807
CAPITAL	\$697,257
TOTAL BEACH FUND EXPENDITURES	<hr/> \$2,298,796

MIDDLEBRIDGE RECREATION FUND**REVENUE**

Residential Rents	\$40,000
Har Master-Slip Rents	\$24,850
Miscellaneous Receipts	\$1,000
Concessions-Kayak Rent	\$12,000
Total Operating Revenue	<hr/> \$77,850
Transfer-General Fund	\$105,095
TOTAL REVENUE	<hr/> \$182,945

EXPENDITURES

OPERATING	\$30,450
DEBT	\$152,495
TOTAL EXPENDITURES	<hr/> \$182,945

Section 2. There is hereby levied and ordered the assessment and the collection of a tax on the ratable real estate and tangible personal property and a tax on the registered motor vehicles and trailers in the Town of Narragansett between the sum of \$48,000,000 and \$51,000,000. Said tax is for ordinary expenses and charges, for the payment of interest and indebtedness in whole or in part of said Town, and for other purpose authorized by law. The Assessor shall assess and apportion said tax on the inhabitants and ratable property of said Town as of the 31st day of December 2015 at the close of business, according to law, and the resulting tax roll, certified by the Assessor, shall be delivered to the Town Clerk no later than the 30th day of June 2016. The Town Clerk on receipt of said assessment, shall forthwith issue and affix to said copy of warrant under her hand directed to the Collector of taxes of said Town commanding her to proceed and collect said tax of the persons and estates liable therefore.

Real and personal property taxes upon assessed valuations determined by the Tax Assessor as of December 31, 2015 and taxes upon registered motor vehicles and trailers assessed upon valuations determined by the Tax Assessor as of December 31, 2015, shall be due and payable on and between the 1st of July and the 31st day of July 2016. All taxes remaining unpaid after said 31st day of July 2016 shall carry until collected a penalty at the rate of twelve (12%) percent per annum upon each unpaid tax; provided, however, as follows:

Except as provided for below, said tax may be paid in quarterly installments, the first installment of twenty-five (25%) percent on or before the 31st day of July 2016 and the remaining installments as follows:

Twenty-five (25%) percent on or before the 31st day of October 2016

Twenty-five (25%) percent on or before the 31st day of January 2017

Twenty-five (25%) percent on or before the 30st day of April 2017

Each installment of taxes, if received by the Tax Collector on or before the last day of each installment period successively and in order, shall be free from any charge for interest.

Installment periods are the months of July, October, January and April. When the last day of an installment period falls on a weekend, then the following Monday will be considered the last day, however, for walk-in payments only.

If the first installment or any succeeding installment of taxes is not received by the Tax Collector by the last day of the respective installment period or periods as they occur, then the whole tax or remaining unpaid balance of the tax, as the case may be, shall immediately become due and payable and shall carry, until collected, a penalty at the rate of twelve (12%) percent per annum from July 1st; provided, however, that any customer or taxpayer who had forfeited the right to quarterly installments because of late payment of installments shall regain the right to quarterly installments for the balance of the fiscal year if the installment and interest due is paid in full.

Any interest due of less than one (\$1.00) dollar shall be waived.

First Reading read and passed in Town Council meeting legally assembled the _____ day of _____ A.D. 2016

Second Reading read and passed in Town Council meeting legally assembled the _____ day of _____ A.D. 2016

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 13

Amend No. _____

Date Prepared: April 21, 2016
Council Meeting Date: May 16, 2016

TO: Jeffry Ceasrine, Acting Town Manager

FROM: Michael DeLuca, Community Development Director

SUBJECT: Text Amendment to Zoning Ordinance

RECOMMENDATION:

That the Town Council ADOPTS the second Reading, text revision of the definitions of "Building Coverage" and "Site Coverage" in the Zoning Ordinance.

SUMMARY:

The Community Development Department originally submitted a proposed text revision for each of these terms as part of the "omnibus" regulatory changes. The "omnibus" bill is intended to periodically make minor changes in text that may provide clarification or correction of to an element of the Zoning Regulations.

Per advice of the Town Solicitor, these definitions were removed for more in-depth deliberations by the Planning Board. On March 15, 2016, the Planning Board reconsidered the two subject definitions resulting in clarifying revisions to both. See attachment.

On April 18, 2016 the Town Council held a public hearing on this matter. In the course of the hearing a minor revision to the draft text was discussed and agreed upon, that the 15% waiver for open sun decks would be limited to the R-10 and R-20 zones. Text of the attached ordinance reflects this decision.

The first reading was held on May 2, 2016.

ATTACHMENTS:

1. Draft Ordinance

TOWN OF NARRAGANSETT

CHAPTER _____

AN ORDINANCE IN AMENDMENT OF CHAPTER 731 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED “AN ORDINANCE IN RELATION TO ZONING” AS IT RELATES TO AMENDMENTS TO DEFINITIONS.

It is ordained by the Town Council of the Town of Narragansett as follows:

SECTION 1. Chapter 731 of the Code of Ordinances of the Town of Narragansett entitled “An Ordinance in Relation to Zoning” is hereby amended as follows:

SECTION 2. Section 2.2 of the Zoning Ordinance entitled “Definitions” is amended by deleting the definitions of ‘Coverage, building’ and ‘Coverage, site’ and replacing them with the new revised definitions as follows:

Coverage, building. That percentage of the lot area covered by the combined area of all buildings or structures on the lot, (i.e., building area divided by lot area). Notwithstanding the above, the structural components installed as part of a runoff or erosion control mitigation system, and/or the wetted surface of an above or in-ground pool shall not be counted in this calculation. In addition, where the structural improvements onsite have met, but not exceeded, or are proposed to meet but not exceed, the maximum allowance regulated in Section 6.4 or 6.5, non-roofed open sundecks totaling up to 15% of the adjacent residential unit’s overall footprint in the R-10 and R-20 Residential Zones shall be exempt.

Coverage, site. That percentage of the lot area covered by the building area, plus covered porches, walkways, driveways, parking areas and other concrete, asphalt, or other structures or impervious surfaces that do not absorb stormwater. Notwithstanding the above, non-roofed, open sundecks and stairways shall not be included in this classification but will be counted toward building coverage in accordance with the definition of building coverage.

SECTION 3. This ordinance shall take effect upon its final passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the 2nd day of May, 2016.

Second reading, read and passed in the Town Council meeting legally assembled the ____ day of _____, 2016.

ATTEST:

Anne Irons, CMC Town Clerk

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 14
Amend No. _____

Date Prepared: April 28, 2016
Council Meeting Date: May 16, 2016

TO: Honorable Town Council

FROM: Dawson Hodgson, Town Solicitor

SUBJECT: Introduce, Read and Accept as a First Reading an Amendment to Property Tax Appeal Ordinance - to accord with state law.

RECOMMENDATION:

That the Town Council Reads, Passes and Accepts as a First Reading AN ORDINANCE IN AMENDMENT OF CHAPTER 70, OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED "TAXATION AND FINANCE"

SUMMARY:

This ordinance amendment brings the Town's property tax appeal ordinance into agreement with the R.I.G.L. § 44-5-26 which sets forth the procedure and timetable for municipal tax appeals.

Currently, the Town ordinance provides for a 120 day appeal period, whereas the State law mandates 90 days. Making this change will provide for a uniform and predictable process.

ATTACHMENTS:

1. Proposed ordinance
2. Redlined ordinance text changes

TOWN OF NARRAGANSETT

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 70 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED “TAXATION AND FINANCE”

It is ordained by the Town Council of the Town of Narragansett as follows:

Section 1: Section 121, (Ad Velorum Taxation - Real Property Exemption and Deferral - Appeals - Procedure) of Chapter 70 of the Code of Ordinances of the Town of Narragansett, entitled “Zoning” is hereby amended to read as follows:

Secs. 70-121. — Procedure.

- a) *Filing of appeal.* Any owner of property aggrieved by the amount of his assessed valuation of such property as determined by the assessor of taxes may file an appeal in writing to the assessor and the board of assessment review concerning the same, stating that he has been erroneously or incorrectly assessed and specifying the details. Such appeal shall be filed in accordance with the procedural and substantive requirements set forth in R.I.G.L § 44-5-26.

Section 2: This ordinance shall take effect upon its final passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the 16th day of May, 2016.

Second reading read and passed in the Town Council meeting legally assembled the 6th day of June, 2016.

ATTEST:

Anne Irons, Town Clerk

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 15
Amend No.

Date Prepared: May 9, 2016
Council Meeting Date: May 16, 2016

TO: Jeffry Ceasrine, Acting Town Manager
FROM: Laura Kenyon, Finance Director
SUBJECT: Work Session on the FY 2015 Comprehensive Annual Financial Report

RECOMMENDATION:

That the Town Council schedule a work session between the Town Council and the town Auditors (*Bacon & Company LLC*) regarding the FY 2014-2015 annual audit.

SUMMARY:

Each year the town's auditing firm conducts an audit of the town's finances. As part of the review and certification of the town's finances, the auditing firm of *Bacon & Company LLC* will be presenting its findings from the most recent audit.

The suggested date is Monday, June 20, 2016. Following the work session, the auditing firm will have an opportunity to present its findings to the general public as part of the regular Town Council Meeting.

ATTACHMENTS:

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 16

Amend No. _____

Date Prepared: April 28, 2016
Council Meeting Date: May 16, 2016

TO: Jeffry Ceasrine, P. E., Acting Town Manager

FROM: Anthony Santilli, Building Official

SUBJECT: Contractual Agreement with Anthony Wojcik, Electrical Inspector

RECOMMENDATION:

That the Town Council approves the contractual agreement between the Town of Narragansett and Anthony Wojcik to perform electrical inspections for the Building Official's Office from June 1, 2016 to June 30, 2017.

SUMMARY:

The current Electrical Inspector David Wilks' contract is set to expire on June 30, 2016 but he is resigning effective May 31, 2016 due to the increase work volume of his own personal business. Anthony Wojcik will be an excellent replacement and has even served as the Town's Electrical Contractor previously. Mr. Wojcik's contract will expire on June 30, 2017 and he will have an annual salary of \$15,000.00. There is no increase in salary for this position.

ATTACHMENTS:

1. Contract between Town of Narragansett & Anthony Wojick

AGREEMENT

Agreement made this day of May 2016, by and between the Town of Narragansett ("Town") and **Anthony D Wojcik** (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, **Anthony D Wojcik** 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 Fifteen Thousand (\$15,000) dollars annually for the performance of the inspections referenced above. 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. A call back on a scheduled day of work or attending a professional seminar on an unscheduled day of work is not an emergency and will not be compensated monetarily.

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 the period commencing on June 1, 2016 and terminating on June 30, 2017. 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

Jeffry Ceasrine, Town Manager

CONTRACTOR

Anthony D Wojcik

EXHIBIT A

INSURANCE REQUIREMENTS

In accordance with ARTICLE 10, Paragraph D, the CONSULTANT shall maintain the following insurance coverage 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

State of Rhode Island and Providence Plantations
Rhode Island Department of Labor and Training

ELECTRICAL CONTRACTOR A-000153
JOURNEY ELECTRICIAN B-007595

ANTHONY D WOJCIK
6 PONTIAC ROAD
NARRAGANSETT RI 02882

~~**JOHN SHAW**~~
Administrator

~~**03/31/2018**~~
Expiration Date

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 17

Amend No. _____

Date Prepared: May 9, 2016
Council Meeting Date: May 16, 2016

TO: The Honorable Town Council
FROM: Patrick W. Murray, Council Member
SUBJECT: Appropriation to VFW Post 916

RECOMMENDATION:

That the Town Council authorizes an appropriation from the Town's Contingency Fund to the VFW Post 916 Renovation and Rehabilitation Fund in the amount of \$5,000.

SUMMARY:

At the Town Council meeting of May 2, 2016, Jim Murray, Senior Vice Commander of the Veterans of Foreign Wars Post 916 located in Wakefield addressed the council on the renovation and rehabilitation project proposed for the Post and requested an appropriation of \$ 2,000 from the town.

I recommend that the council approves an appropriation from the current fiscal year contingency fund in the amount of \$5,000 to the Veterans' of Foreign Wars Post 916.

ATTACHMENT:

1. Letter – Jim Murray Senior Vice Chair, VFW Post 916

Rec'd 5-2-16

VFW Post 916 Renovation and Rehabilitation Committee

155 High Street, Wakefield, RI, 02879

Dear Honorable Narragansett Town Council,

Thank you for your service to our great Town of Narragansett.

I am the Senior Vice Commander of Veterans of Foreign Wars Post 916 on High Street in Wakefield. I've lived in Narragansett since 1997. I'm a member of the Narragansett Lions and I manage my son's little league team here in town.

I would like to bring to your attention the disrepair of VFW Post 916. Although physically located in South Kingstown, the Post serves over 40 previously conflict area deployed veterans who currently reside in Narragansett. This represents over one third of the Post's active roll.

As Veterans, we rely on our VFW Posts as the first point of contact upon returning home from war. It is in our local VFW posts that our men and women can find camaraderie and often much needed guidance navigating the transition home. We have served our country well and fought for the freedom that we all enjoy every day. In particular, an upgrade would reach many younger Veterans who are returning home and who would and should expect to have a clean, welcoming, relaxing environment to enjoy. These are the most vulnerable of our Veterans, with an estimated 22 a day committing suicide due to PTSD related conditions.

The last major repairs of our building were completed in 1999 and the facility needs to be upgraded and made handicapped accessible. We have many older veterans in our Post that have trouble with stairs and who are confined to wheelchairs and walkers.

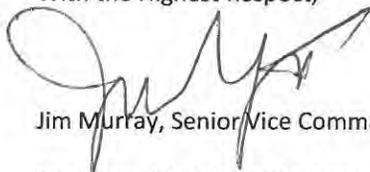
Recently, the South Kingstown Town Council appropriated \$5,000 to help with the exterior handicapped ramp. We hope to have this completed by the end of 2016.

There is still much interior upgrading to accomplish. There is a mold problem in the basement and that needs to be gutted and rebuilt. The bathrooms and kitchen need to be replaced and we need to install a handicapped-accessible rest room on the main floor.

With that in mind, we are requesting an appropriation of \$2,000.00 for our Building Fund in order to proceed to improve the facility. We do believe that it would send a message to the Veterans in our town that they are truly supported and appreciated. We have served our country well and fought for the freedom that we enjoy every day.

Our mission is to support our fellow combat Veterans and increase community involvement through the process. On 21 May (Armed Forces Day) the Narragansett Lions and the SK Elks are sponsoring a steak fry in support of our efforts (see attached flyer). We would appreciate any financial assistance you could offer in addition to this venture. We hope that you all can attend our event and we thank you in advance for considering our request.

With the Highest Respect,



Jim Murray, Senior Vice Commander, VFW Post #916

Chairman, VFW Post 916 Renovation and Rehabilitation Committee

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 18

Amend No. _____

Date Prepared: May 4, 2016

Council Meeting Date: May 16, 2016

TO: Honorable Town Council

FROM: Jeffry Ceasrine, P.E., Town Engineer \ Acting Town Manager

PREPARED BY: Susan W. Gallagher, Purchasing Manager

SUBJECT: Replacement Internal Cathodic Protection Systems for the North End and Kinney Avenue Water Tanks

RECOMMENDATION:

That the Town Council approves the purchase of replacement internal cathodic protection systems for the North End and Kinney Avenue Water Tanks from Corpro Waterworks, in the total amount of \$24,300.00.

SUMMARY:

Both the North End and Kinney Avenue Water Tanks are steel construction, and as such subject to corrosion due to an electrical reaction known as electrolysis. The degree of corrosion can be a function of the moisture (obviously a factor in a water storage tank) and the natural electrical current present in a steelwater system.

All of our water tanks have passive internal cathodic protection systems. Under this concept, sacrificial anodes (metal that is more electrochemically "active" than the tank walls) are suspended within the tanks, acting as receptors for corrosion. Over time, these anodes need to be replaced, as they will corrode to the point of being ineffective. This typically happens on a 10-15 year cycle. We have the systems inspected and tested annually, to determine the effectiveness of the corrosion control measures. As the only way to replace these anodes is when the tanks are empty, we are coordinating this work now with the draining of the North End and Kinney Avenue tanks as part of the ongoing painting process.

The internal cathodic protection systems that are in place at our tanks were designed and installed by Corpro over ten (10) years ago. Corpro also performs our annual inspection and periodic system maintenance.

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 Manager, have determined this to be a sole source item.

Funding is available in the Water Enterprise Fund Capital Projects Account #0030 50704, Other Capital Improvements.

Replacement Internal Cathodic Protection Systems for the North End and Kinney Avenue Water Tanks

Council Meeting Date: May 16, 2016

Page 2

ATTACHMENTS:

1. Quotes (2) from Corrpro (North End Tank \$10,800.00 \ Kinney Ave. Tank \$13,500.00).



Houston • Cleveland • Atlanta • Phoenix • Los Angeles • Calgary • Edmonton • Montreal • London
Waterworks Division
1055 West Smith Road
Medina, OH 44256
Tel: (330) 725-6681
Fax: (330) 723-6065
www.corrpro.com

Friday, April 22, 2016

INTERNAL CATHODIC PROTECTION SYSTEM
750,000 Gallon Fluted Column - Kinney Ave. Tank
Town of Narragansett, RI
Corrpro Ref. # RI-16-02

Corrpro Waterworks is pleased to submit the following proposal on the above referenced project.

For this project, Corrpro Waterworks would provide all engineering design, materials, labor, equipment and supervision required for the installation of one cathodic protection (CP) system complete, consisting of an automatic rectifier energizing a horizontally suspended (ice-resistant) PERMANODE anode system. Anode material shall be titanium mixed metal oxide on a buoyant ballasted flexible suspension system. This price is based on utilizing the existing anode system mounting hardware, conduit, associated wiring and two trips to the jobsite. It is expected that the structure shall be completely drained for the initial installation visit, with both water and A.C. available at the time of the second visit for final testing.

Corrpro Waterworks lump sum fee for these described services will be \$13,500.00.

****All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61.***

This price does not include any applicable taxes. Please forward tax exemption certificate as required.

This price does not include provisions for 120V/10amp/1 ph/60 Hz AC input to the rectifier (existing).

This price does not include welding of anode support rings (existing).

This price does not include welding of entrance penetration coupling & rectifier mounting hardware (existing).

Corrpro Waterworks will provide detail drawings and supply the necessary materials to be installed onto the tank. This price is based on a Corrpro Waterworks design with an estimated construction completion time of 2 days. This quotation shall be considered part of the contract should Corrpro Waterworks be awarded this project. Corrpro Waterworks will require the plan and elevation drawings for the tank to facilitate in design preparation.

All CP system materials and labor shall be guaranteed for a period of one (1) year by Corrpro's standard warranty, beginning from the date of final acceptance or at such time that the system is energized for useful purposes. This pricing shall remain valid for a period of 180 days. Corrpro Waterworks payment terms are due upon receipt subject to credit approval and Corrpro Companies, Inc. professional services terms & conditions, available upon request. Invoicing to be done on work completed to date basis. Corrpro Waterworks will not accept payment terms that are contingent upon payment to your firm by an outside source. Please note that a **three (3) week notice** will be required for scheduling.

We appreciate the opportunity to submit this proposal. Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,
CORRPRO WATERWORKS

Scott Cristell
Waterworks Manager



Houston • Cleveland • Atlanta • Phoenix • Los Angeles • Calgary • Edmonton • Montreal • London
Waterworks Division
1055 West Smith Road
Medina, OH 44256
Tel: (330) 725-6681
Fax: (330) 723-6065
www.corrpro.com

Friday, April 22, 2016

INTERNAL CATHODIC PROTECTION SYSTEM
500,000 Gallon Standpipe - North End Tank
Town of Narragansett, RI
Corrpro Ref. # RI-16-01

Corrpro Waterworks is pleased to submit the following proposal on the above referenced project.

For this project, Corrpro Waterworks would provide all engineering design, materials, labor, equipment and supervision required for the installation of one cathodic protection (CP) system complete, consisting of an automatic rectifier energizing a vertically suspended (ice-resistant) PERMANODE anode system. Anode material shall be titanium mixed metal oxide on a buoyant ballasted flexible suspension system. This price is based on utilizing the existing anode system mounting hardware and two trips to the jobsite. It is expected that the structure shall be completely drained for the initial installation visit, with both water and A.C. available at the time of the second visit for final testing.

Corrpro Waterworks lump sum fee for these described services will be \$10,800.00.

***All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61.**

This price does not include any applicable taxes. Please forward tax exemption certificate as required.

This price does not include provisions for 120V/10amp/1 ph/60 Hz AC input to the rectifier (existing).

This price does not include welding of anode support rings (existing).

This price does not include welding of entrance penetration coupling (existing).

This price does not include welding rectifier mounting bracket. BY OTHERS

Corrpro Waterworks will provide detail drawings and supply the necessary materials to be installed onto the tank. This price is based on a Corrpro Waterworks design with an estimated construction completion time of 2 days. This quotation shall be considered part of the contract should Corrpro Waterworks be awarded this project. Corrpro Waterworks will require the plan and elevation drawings for the tank to facilitate in design preparation.

All CP system materials and labor shall be guaranteed for a period of one (1) year by Corrpro's standard warranty, beginning from the date of final acceptance or at such time that the system is energized for useful purposes. This pricing shall remain valid for a period of 180 days. Corrpro Waterworks payment terms are due upon receipt subject to credit approval and Corrpro Companies, Inc. professional services terms & conditions, available upon request. Invoicing to be done on work completed to date basis. Corrpro Waterworks will not accept payment terms that are contingent upon payment to your firm by an outside source. Please note that a **three (3) week notice** will be required for scheduling.

We appreciate the opportunity to submit this proposal. Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,
CORRPRO WATERWORKS

Scott Cristell
Waterworks Manager

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 19

Amend No. _____

Date Prepared: May 3, 2016
Council Meeting Date: May 16, 2016

TO: Jeffrey Ceasrine, Acting Town Manager
FROM: Karen Saucier, Director Information Technology
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Microsoft Exchange and Server Upgrade Project

RECOMMENDATION:

That the Town Council approves the Microsoft Exchange and the Microsoft Server Upgrade Project from various vendors, in the total amount of \$34,303.68.

SUMMARY:

This Information Resources project is composed of two phases. Phase one entails the replacement of the Microsoft Exchange Server (town wide email) both hardware and software. The current email server has reached its end of life (EOL) where software updates are no longer available, posing a security risk.

Phase two of the project working in tandem with phase one will migrate our current server infrastructure to an environment that utilizes a virtual architecture. Implementation of the virtual system will allow for a reduction in hardware. Our current ten servers will be replaced by two. This is an estimated cost savings of \$30,000 over a 5-year period. The project requirements/purchases are as follows:

1. Velocity Solutions, LLC \$ 3,200.00
2. Dell, Exchange Server 2016 \$13,182.40
3. Dell R710 PowerEdge Server \$13,259.36
4. VMware Essentials \$ 502.02
5. Veeam Essentials \$ 745.00
6. VLA Server 2012 R2 \$ 3,414.90

Funding is available in the following IT Capital Project Accounts:

- 00200130 57070, Server replacement program (\$22,039.00)
- 00200130 57009, Cable program (\$10,000.00)
- 00200130 57071, Equipment replacement (\$2,264.68)

ATTACHMENTS:

1. Velocity solutions LLC quote dated 2/29/16
2. Dell server quote dated 4/11/16
3. Dell Exchange quote dated 3/22/16
4. Dell VMware quote dated 3/22/16
5. CDWG Veeam quote dated 3/25/16
6. Dell VLA Server 2012 RE quote dated 3/24/16.

Quote



PO Box 87
 Barrington, RI 02806
 (401)480-9228
 ap@velocitysolutions.com

ADDRESS
 Daniel Holland
 Town of Narragansett
 25 Fifth Ave
 Narragansett, RI 02882 USA

QUOTE #	DATE
131	02/29/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/29/2016	Services Onsite: VMware implementation training	8	100.00	800.00
02/29/2016	Services Onsite: Exchange 2016 build, Virtual DC build. Migration of key mailboxes. Mailbox migration training.	8	100.00	800.00
02/29/2016	Services Onsite: Once all mailboxes have been migrated by Narragansett IT , Exchange 2010 Decommission. Exchange Archive setup	8	100.00	800.00
02/29/2016	Services Onsite: Veeam Backup and Replication installation and configuration. Setup Exchange replication using VEEAM.	8	100.00	800.00

Thank you for choosing Velocity Solutions, LLC
 This is only a estimate, its validity is only 30 days
 unless otherwise noted.

TOTAL **\$3,200.00**

Accepted By

Accepted Date



Quote 1025652387545.1

TOWN OF NARRAGANSETT

Salesperson	Quote Details	Billing Details
Salesperson Name James Flack	Quote Date 04/11/2016	Company Name TOWN OF NARRAGANSETT
Salesperson Email James_Flack@Dell.com	Quote Validity 05/11/2016	Customer Number 6332334
Salesperson Phone 18009993355	Solution ID -	Phone Number 1 (401) 7820645
Salesperson Extension 7250018		Address 25 5TH AVE NARRAGANSETT RI 02882-3612 US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
PowerEdge R730xd	1	\$13,229.37	\$13,229.37
		Subtotal	\$13,229.37
		Tax	\$0.00
		Shipping and Handling	\$29.99
		Environmental Fee	\$0.00
		Total	\$13,259.36

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,
James Flack

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details by Shipment

Shipping Group 1

Shipping Contact:	DAN HOLLAND	Subtotal	\$13,229.37
Shipping Phone No:	1 (401) 4867116	Tax	\$0.00
Shipping via:	Standard Ground	Shipping and Handling	\$29.99
Shipping Address:	25 5TH AVE	Environmental Fee	\$0.00
	NARRAGANSETT	Total	\$13,259.36
	RI 02882		
	US		

Description	Quantity	Unit Price	Subtotal Price
PowerEdge R730xd	1	\$13,229.37	\$13,229.37

Estimated Delivery Date: 04/22/2016
Contract Code: WN28AGW
Customer Agreement No: 3444880

210-ADBC	PowerEdge R730xd Server	1	-	-
591-BBCH	PowerEdge R730/R730xd Motherboard	1	-	-
350-BBFD	Chassis with up to 24, 2.5" Hard Drives	1	-	-
340-AKPM	PowerEdge R730xd Shipping	1	-	-
338-BFFG	Intel Xeon E5-2660 v3 2.6GHz,25M Cache,9.60GT/s QPI,Turbo,HT,10C/20T (105W) Max Mem 2133MHz	1	-	-
374-BBGN	Upgrade to Two Intel Xeon E5-2660 v3 2.6GHz,25M Cache,9.60GT/s QPI,Turbo,HT,10C/20T (105W)	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
370-ABUF	2133MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
370-ABVW	32GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width	4	-	-
780-BBLM	RAID 10 for H330/H730/H730P (4-24 HDDs or SSDs in pairs)	1	-	-
405-AAEH	PERC H730P Integrated RAID Controller, 2GB Cache	1	-	-

400-AJON	1.2TB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive	8	-	-
540-BBDD	Intel Ethernet I350 QP 1Gb Server Adapter	1	-	-
385-BBHN	iDRAC8 Express, integrated Dell Remote Access Controller, Express	1	-	-
330-BBCL	Internal Dual SD Module	1	-	-
385-BBCF	Redundant SD Cards Enabled	1	-	-
385-BBHV	16GB SD Card For IDSDM	1	-	-
385-BBHV	16GB SD Card For IDSDM	1	-	-
350-BBBW	No Bezel	1	-	-
770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWM	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-
631-AAJG	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
634-BDXD	VMware ESXi 6.0 U1 Embedded Image on Flash Media	1	-	-
332-1286	US Order	1	-	-
330-BBCO	R730/xd PCIe Riser 2, Center	1	-	-
330-BBCR	R730/xd PCIe Riser 1, Right	1	-	-
540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	1	-	-
976-9007	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-9018	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	1	-	-
976-9019	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 5 Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
900-9997	On-Site Installation Declined	1	-	-

Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

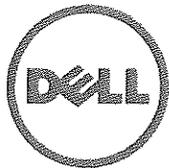
If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



QUOTATION

Quote #: 726367589
Customer #: 98580336
Contract #: 93AHB
Customer Agreement #: MP-227
Quote Date: 03/22/2016
Customer Name: TOWN OF NARRAGANSETT

Date: 3/22/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: JAMES FLACK **PHONE:** 1800 - 4563355
Email Address: James_Flack@Dell.com **Phone Ext:** 7250018

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$13,182.40

Product	Quantity	Unit Price	Total
VLA EXCHANGE SERVER STD 2016 (A8584573)	1	\$456.40	\$456.40
VLA EXCHANGE STD PER USER CAL 2016L (A8584547)	225	\$56.56	\$12,726.00

***Total Purchase Price:** **\$13,182.40**
Product Subtotal: \$13,182.40
Tax: \$0.00
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

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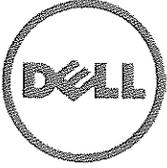
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QUOTATION

Quote #: 726369211
Customer #: 98580336
Contract #: 93AHB
Customer Agreement #: MP-227
Quote Date: 03/22/2016
Customer Name: INFORMATION RESOURCES

Date: 3/22/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: JAMES FLACK **PHONE:** 1800 - 4563355
Email Address: James_Flack@Dell.com **Phone Ext:** 7250018

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$502.02

Product	Quantity	Unit Price	Total
VLA VMWARE VSPHERE 6 ESSENTIALS KIT FOR 3 HOSTS MAX 2 PROCESSORS PER HOST (A8574017)	1	\$440.74	\$440.74
VLA SUBSCRIPTION ONLY FOR VSPHERE 6 ESSENTIALS KIT FOR 1 YEAR (A8267032)	1	\$61.28	\$61.28

***Total Purchase Price:** **\$502.02**
Product Subtotal: \$502.02
Tax: \$0.00
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

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OE400SPS

SALES QUOTATION

QUOTE NO	ACCOUNT NO	DATE
GXJK094	3493292	3/25/2016

BILL TO:
TOWN OF NARRAGANSETT
25 5TH AVE

SHIP TO:
TOWN OF NARRAGANSETT
Attention To: DANIEL HOLLAND
25 5TH AVE

Accounts Payable
NARRAGANSETT , RI 02882-3612

NARRAGANSETT , RI 02882-3612
Contact: DANIEL
HOLLAND 401.782.0649

Customer Phone #401.782.0644

Customer P.O. # VEEAM QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
DREW KEARNS 866.430.2394		ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3077661	VEEAM BU ESS STD 2SKT BND VMW PUBLIC Mfg#: P-ESSSTD-VS-P0000-00 Contract: Rhode Island IT Software 58 MPA-227 Electronic distribution - NO MEDIA	745.00	745.00
SUBTOTAL				745.00
FREIGHT				0.00
TAX				0.00

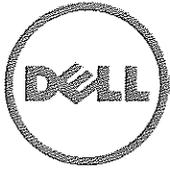
US Currency

TOTAL 745.00

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 847.419.8481

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



QUOTATION

Quote #: 726482592
Customer #: 98580336
Contract #: 93AHB
Customer Agreement #: MPA-227
Quote Date: 03/24/2016
Customer Name: TOWN OF NARRAGANSETT

Date: 3/24/2016

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Sales Professional Information

SALES REP: JAMES FLACK **PHONE:** 1800 - 4563355
Email Address: James_Flack@Dell.com **Phone Ext:** 7250018

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$3,414.90

Product	Quantity	Unit Price	Total
VLA WINDOWS SERVER STD PER 2 PROCESSORS 2012 R2 (A7285283)	6	\$569.15	\$3,414.90

***Total Purchase Price:** **\$3,414.90**
Product Subtotal: \$3,414.90
Tax: \$0.00
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS
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**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 20

Amend No. _____

Date Prepared: May 11, 2016
Council Meeting Date: May 16, 2016

TO: Honorable Town Council

FROM: Jeffry Ceasrine, P.E., Acting Town Manager \ Town Engineer

PREPARED BY: Susan W. Gallagher, Purchasing Manager

SUBJECT: Town Beach South Parking Lot Seawall Rehabilitation Project

RECOMMENDATION:

That the Town Council rescinds the bid award for the Town Beach South Parking Lot Seawall Rehabilitation Project that was made to the low bidder, Narragansett Dock Works, Inc., at their bid price of \$131,885.00.

SUMMARY:

On April 4, 2016, the Town Council awarded a contract for the referenced project to Narragansett Dock Works, Inc. at their low bid price of \$131,885.00. There were a total of ten (10) bidders that responded to this bid solicitation. The project documents included an engineering design that was stamped by a licensed professional engineer, and an aggressive timetable that was designed to allow for a minimal amount of interruption with the beach operating season. This last factor is important – we fully recognized that the bid prices would most likely be developed to include the “extra” effort necessary to complete the project within that stipulated time.

Within our bidding documents, there is clear and concise language that requires each bidder to thoroughly familiarize themselves with the project requirements, and should they require any interpretation of the documents, there is a written procedure to file a request or requests for said interpretation **prior** to the bid date. All questions that are raised in this manner are then answered in writing by the Town, with the questions and answers going to all potential bidders in the form of a Bid Addendum. Two (2) Addenda were subsequently issued by the Town. Narragansett Dock Works did not pose any substantive questions, or propose any alternate designs or scheduling changes prior to the bid date.

After the contract was awarded by the Town, Narragansett Dock Works (NDW) (on April 10, 2016) then requested that the design be altered. Another alternate design was submitted by NDW on May 2, 2016. This design was not stamped by a licensed engineer, and there was no accompanying project implementation schedule. On May 3, 2016, NDW submitted a schedule that essentially called for them to have access to the project area through the entire summer. This was totally unacceptable to the Town, and not at all in conformance with the stipulated timetable that was included within the bidding documents. The bidding documents noted that all work must be completed on or before May 17, 2016.

On May 10, 2016, NDW submitted a letter again noting the desire to alter the project design, and noted that the time proposed in their schedule was what was required to complete the work.

It is clear the Narragansett Dock Works does not wish to perform the project in accordance with the original design plans and stipulated project schedule. In fairness to all of the other bidders, who we can assume prepared their bids in accordance with both the project design and schedule, since we did not receive any requests through the Addendum process to alter either facet of the project, this office is not willing to acquiesce to the requests of NDW to change both the design and the schedule. While we have always been willing to evaluate a properly stamped and submitted (in a timely fashion) alternate design, one that comes in a month after the bid award, given the stipulated project schedule, doesn't work for us. In addition, the proposed schedule by NDW is completely unacceptable. Quite frankly, if NDW did not believe that the design and schedule as stipulated with the public bidding documents was not proper or adequate, they had three (3) choices; raise these issues during the pre-bid period (as required by the bidding process) (*they did not*), submit a bid that would comply with both the design and schedule (*they apparently did not*), or simply not submit a bid on this project. It is clear that NDW added a fourth option of their choosing – submit a bid, and then, once the contract was awarded, request an alternate design and a significantly altered schedule. We are under no obligation whatsoever to accept either, and any effort spent in that regard is at the contractor's sole risk.

Noting that there are at least certain temporary measures that need to be completed prior to the full opening of the beach season, we offered NDW the opportunity to implement the temporary repair measures now (at their expenses, noting that the delay was strictly their doing), and then conduct the full project in the fall at their same bid price. On May 10, 2016, NDW refused this option. It is readily apparent that this contractor believes that he can dictate both the terms of the design and the project schedule to us – that is completely unacceptable – he clearly had but did not take the opportunity to question this project (or not bid on it) before the bid date.

Unfortunately, we are now in a situation where the most appropriate course of action is to rescind this award, engage another contractor to implement temporary repairs before the full start of the season (and that places a severe burden on us from a timing standpoint), and then re-bid the project for a fall start. I would not recommend approaching the second low bidder, as I do believe that the other bids reflected pricing that included a rapid project schedule this spring.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 21

Amend No. _____

Date Prepared: May 11, 2016
Council Meeting Date: May16, 2016

TO: Honorable Town Council

FROM: Christopher Wilkens, Town Council Member

SUBJECT: An ordinance to regulate the use of UAS (Unmanned Aircraft Systems) i.e., drones, from operating within the Town of Narragansett.

RECOMMENDATION:

That the Narragansett Town Council INTRODUCES, READ, PASSES and ACCEPTS a first reading of an ordinance in Amendment of Chapter 46 of the Code of ordinances of the Town of Narragansett, Rhode Island, entitled "Miscellaneous Offences".

SUMMARY:

In our continuing effort to bring our ordinances current with rapidly evolving technology, this new section is intended to promote and protect the personal privacy and public safety of our Town Beach patrons during the summer season and all persons that patronize Narragansett municipal venues and large public gatherings/events throughout the year. This ordinance also protects our residents against the physical invasion of privacy that occurs when a drone, without permission, knowingly enters onto the land or into the airspace above the land of our town residents for the purposes of viewing, capturing an image or sound recording.

Please refer to ordinance for definitions, prohibitions, UAS application process, exemptions, enforcement and all applicable details.

ATTACHMENTS:

1. Proposed Ordinance

TOWN OF NARRAGANSETT

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 46 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED "MISCELLANEOUS OFFENSES"

It is ordained by the Town Council of the Town of Narragansett as follows:

Section 16, (Unmanned aircraft systems, commonly known as drones), of Chapter 46 of the Code of Ordinances of the Town of Narragansett, entitled "Miscellaneous Offenses" is hereby enacted to read as follows:

Sec. 46-16. - Unmanned aircraft systems, commonly known as drones; Public safety, personal privacy

(a) *Purpose and intent.* This section is intended to promote personal privacy, public safety, and protect ing people who patronize Narragansett municipal venues and attend large public events from the flying of unmanned aircraft systems ("UAS") in and over such large gatherings of people. The Town Council wishes to regulate the use of UAS, commonly known as drones, within a thousand foot radius around the Town Beach during beach season and over other large venue special events in public parks, public facilities, streets, plazas, open spaces and the like that will attract large groups of people. All restrictions are intended to protect persons gathered in groups where a UAS incident would cause greater harm and risk of injury due to a greater number of people gathered in a close proximity. It is not intended to restrict legitimate hobbyists operating UAS in compliance with FAA rules and any other applicable laws, and outside of the prohibited areas. This Section is not intended to preempt FAA rules, but rather to operate in conjunction with those rules to promote public safety while recognizing the limitation in the FAA's enforcement capabilities.

(b) *Definitions.*

Applicant shall mean the person or corporation that registers their UAS provided all the requirements in the code have been met.

Large venue special event shall mean any event held in a public space, open space, plaza, street, park, stadium, or any open-air facility or closed-air facility that is open to the public, ticketed and/or non-ticketed audience and is an event intended to attract people. A large venue special event includes but is not limited to, a sporting event, concert, festival, protest, etc.

Unmanned aircraft systems (UAS) shall mean an unmanned aircraft or unmanned aircraft system that can fly under the control of a remote pilot or by global positioning system (GPS) guided autopilot mechanism. UAS are more commonly known as "drones."

Beach season shall mean the Saturday before Memorial Day to the day after Labor Day.

Event principal shall mean the person or organization which has obtained a permit to conduct a large venue special event. The event principal for the Town Beach shall be the Town of Narragansett.

(c) *Prohibitions.*

- (1) Unless otherwise exempt under this section, UAS are prohibited from being deployed, launched or flown in any airspace within 500 feet or over the Town Beach during beach season, any large venue special event in the Town of Narragansett, and over public parks, roads and public facilities during large venue special events.
- (2) In all other areas of the town, the following restrictions shall apply:
 - a. UAS may not be larger than five pounds including any attachments, and may not be equipped with detachable cargo, releasable payload, or any device equipped to carry a weapon. Any modifications to a UAS must be pursuant to FAA approval and registered via the town's application process.
 - b. UAS over five pounds may be operated only by a registered member of the Academy of Model Aeronautics (AMA), if the operator is subjected to and compliant with AMA rules. Notwithstanding the weight limit, all other provisions of this section shall apply.
 - c. UAS may not be used to engage in either a physical or constructive invasion of privacy.
 - i. A physical invasion of privacy occurs when the person knowingly enters onto the land or into the airspace above the land of another person without permission or otherwise commits a trespass in order to capture any type of visual image, sound recording, or other physical impression of the plaintiff engaging in a private, personal, or familial activity and the invasion occurs in a manner that is offensive to a reasonable person
 - ii. A constructive invasion of privacy occurs when the defendant attempts to capture, in a manner that is offensive to a reasonable person, any type of visual image, sound recording, or other physical impression of the person engaging in a personal or familial activity under circumstances in which the person had a reasonable expectation of privacy, through the use of any device, regardless of whether there is a physical trespass, if this image, sound recording, or other physical impression could not have been achieved without a trespass unless the device was used.
 - d. Conditions in subsections (2)a. and b. above shall be included as conditions in the application process.

(d) *Application.*

- (1) An event principal, or their designee, may apply for a permit to operate a UAS in conjunction with a permit to organize a large venue special event. Such permit will issue at the sole discretion of the Town, based on considerations of the type of activities which would tend to damage private/public property, endanger the public or event attendees,

or which are likely to create an atmosphere which would discourage use of town-owned property, other locations or venues for their intended purpose.

- a. The application form shall be completed by the applicant.
 - b. The application shall be processed by the Town Clerk's office, and require the assent of the Chief of Police or his/her designee.
 - c. The applicant's form shall require the name of applicant, valid governmental issued identification, current address and phone number(s) of applicant, photograph of UAS to be registered, UAS name and serial number or product number, and statement of purpose for use of the UAS.
 - d. Applications must be made at least 7 days prior to requested usage time of UAS to ensure proper review of application by town officials.
 - e. Applications are subject to a processing fee of \$25.
 - f. Same—Rules and conditions. The following rules and conditions shall apply to applications sought pursuant to this section:
 1. UAS activity described in this article is allowed on a first come, first served basis.
 2. Applications are nontransferable, and are valid only on the date specified thereon.
 3. The applicant shall be held responsible for any damage and be liable to any third party.
 4. The applicant shall observe, obey and comply with the rules and regulations established by this section, as well as all applicable town, county, state and federal laws, rules and regulations.
 5. The applicant shall assume all risk in the use of the UAS and shall be solely responsible and answerable in damages for all accidents and injury to person or property, as well as fines in connection with violations of this section or other applicable law.
 6. Special conditions related to safety may be imposed for particular large venue special events depending upon occupancy or other safety considerations.
- (e) *Exemptions.* This section shall not prohibit the use of UAS by an applicant under this section or by any law enforcement or fire rescue agency for lawful purposes and operated in a lawful manner. Notwithstanding the prohibitions set forth in this section, nothing in this section shall be construed to prohibit, limit, or otherwise restrict any person who is authorized by the Federal Aviation Administration to operate small unmanned aircraft in any town air space, pursuant to Sections 331—336 of the FAA Modernization and Reform Act of 2012 or certificate of waiver, certificate of authorization, or airworthiness certificate under section 44704 of Title 49 of United States Code or other Federal Aviation Administration grant of authority for a specific flight operation or operations, from conducting such operation(s) in accordance with the authority granted by the Federal Aviation Administration.
- (f) *Enforcement.*

- (1) *Penalty.* Any person who pleads guilty or is judged in violation of any provision of this section shall be subject to the a fine in the amount of \$500. UAS operated in violation of this chapter will be impounded and held until such fine is paid.
- (2) *Adjudication.* Any person charged with violating this section shall be entitled to a trial in the Municipal Court.

(g) *Liability and insurance.*

- (1) Prior to the finalization of the application, the applicant/operator shall furnish to the town a signed statement, approved by the town solicitor, that the applicant/operator shall hold-harmless, indemnify and defend the town, its elected officials, officers, and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the application.
- (2) Applicant shall furnish and maintain such public liability and property damage insurance to protect from all claims and damage to property or bodily injury which may arise from operations under the application or in connection therewith subject to an assessment by risk management. The Town of Narragansett shall be named as an additional named insure to such policy.

Section 2: This ordinance shall take effect upon its final passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the
day of May, 2016.

Second reading read and passed in the Town Council meeting legally assembled the day of
June, 2016.

ATTEST:

Anne Irons, Town Clerk

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 22 _____

Amend No. _____

Date Prepared: April 25, 2016
Council Meeting Date: May 16, 2016

TO: Jeffry Ceasrine, Acting Town Manager

FROM: Michael DeLuca, Community Development Director
Steve Wright, Parks & Recreation Director

SUBJECT: RI DEM Recreation Development Grant program Approval

RECOMMENDATION:

That the Town Council approves the request from the Parks and Recreation Department to submit a Recreation Development Grant to RI DEM for expansion of the West Beach Parking Lot.

SUMMARY:

The Parks and Recreation Department (assisted by Community Development), is seeking approval to submit a Recreation Development Grant to RI DEM for expansion of the West Beach Parking Lot on Anne Hoxsie Lane for \$37,421.56 with a 20% local match of \$9,355.88. The 2016 RI Recreation Acquisition & Development Grant Program round has been established to encourage and assist municipalities to renovate recreation facilities.

The deadline for submission is May 27, 2016.

The existing parking lot was developed in the 1980's to provide an extension of parking for the beach and to be available for functions at the Canonchet Farm site. The corner lot previously used by beach staff has been offline for the past few years in order to re-purpose it for public use. It has been targeted for inclusion in the Linear Park associated with the development of Canonchet Farm. As a result there has been added pressure placed on all the existing lots to handle the parking demand. Staff have had to relocate to offsite options including the Elementary School parking lot.

This grant if approved will enable the Town to replace the parking area lost to the linear park without impacting the parking capacity available for paying patrons of the beach.

Matching Funds are available in Parks & Recreation Trust Account.

ATTACHMENTS:

1. DPW Quote for site work
2. Sherman Gravel quote for grading and installation of gravel surface

West Lot Parking Expansion Cost Estimate

<u>Item:</u>	<u>Rate:</u>	<u>Quantity:</u>	<u>Total Hours:</u>	<u>Total Project Cost:</u>
Chain Saw	\$1.65	2	64	\$ 211.20
Backhoe	\$38.00	1	24	\$ 912.00
Brush Cutter	\$106.00	1	16	\$ 1,696.00
Wood Chipper	\$35.00	1	48	\$ 1,680.00
Dump Truck	\$42.25	1	64	\$ 2,704.00
Pickup Truck	\$26.00	1	64	\$ 1,664.00
Bobcat	\$18.00	1	48	\$ 864.00
Trailer	\$5.00	1	48	\$ 240.00
Operator/Laborer	\$33.56	2	64	\$ 4,295.68
Truck Driver/Laborer	\$31.54	2	48	\$ 3,027.84
Laborer	\$30.89	1	48	\$ 1,482.72
Total Job Estimate:				\$ 18,777.44

GEORGE SHERMAN SAND & GRAVEL CO., INC.

881 Curtis Corner Road
WAKEFIELD, RHODE ISLAND 02879
(401) 789-6304 FAX (401) 789-8140

Interest will be charged at the rate of 1½% per month or 18% annually, Minimum .50¢. In addition to finance charge, debtor will be responsible for reasonable attorney fees if legal action is necessary.

Proposal

April 27, 2016

Town of Narragansett Public Works

Anne Hoxie Lane – Parking Area

Grubb and stump area, haul off site, excavate, place 3" gravel and grade

Price \$28,000.00

Clearing by others