

**NARRAGANSETT TOWN COUNCIL  
REGULAR MEETING  
AGENDA**

**June 20, 2016**

**7:30 p.m.**

Posted 06-15-16

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

**NARRAGANSETT  
TOWN COUNCIL**

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

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF MINUTES:**

- November 30, 2015 Work Session Meeting
- December 7, 2015 Work Session Meeting
- December 7, 2015 Work Session Meeting
- December 7, 2015 Regular Meeting

**ANNOUNCEMENTS/PRESENTATIONS:**

Recognition of Dr. Matthew W. Downey, DMD

Recognition of Dr. Robert O'Neill, MD

Bacon & Company LLC FY 2014-2015 Annual Audit.

Historic District Tax Credit and Expansion Presentation

**OPEN FORUM:**

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

**PUBLIC HEARING/DECISION – 8:00 P.M.:**

A [MOTION](#) to SCHEDULE a PUBLIC HEARING on the draft Harbor Management Plan.

A [MOTION](#) to SCHEDULE a PUBLIC HEARING/WORK SESSION/PUBLIC FORUM regarding the Comprehensive Plan.

A [PUBLIC HEARING](#) to consider an amendment to the CDBG Program Income Funds Account designated for Residential Home Repairs to expand the scope to include municipal senior citizens center facilities.

A [PUBLIC HEARING](#) on the application for a new liquor license for a Class BV-LIMITED Liquor License from the Bed and Bistro, Michael Maxon, President, 83 Narragansett Avenue, Plat C, Lot 344B, Narragansett, RI.

**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 RECEIVE, ACCEPT and PLACE on FILE the Proposed Middlebridge Management Plan.
2. A [MOTION](#) to RECEIVE, ACCEPT and PLACE on FILE the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2015.
3. A [MOTION](#) to APPROVE the waiver of admission fees for eighty children ages six to sixteen from Louie's Place [South Providence Neighborhood Ministries] for a field trip to Narragansett Town Beach for one weekday this summer.
4. A [MOTION](#) to APPROVE a one-year contract extension for Winter and Summer Brochures 2016/2017 for the Parks and Recreation Department with Nittany Valley Offset, in the amount of \$5,097.00 and an optional amount of \$390.00 (winter) and \$490.00 (summer) per run for an additional four pages if needed, under the same terms and conditions as the original bid.
5. A [MOTION](#) to APPROVE the annual service agreement for the Police Department's telephone system from Carousel Industries, in the amount of \$3,054.72 for Fiscal Year 2016/2017 and authorizes the Acting Town Manager to sign the agreement after review by the Town Solicitor.
6. A [MOTION](#) to APPROVE the proposal from Frisella-Balch and Associates, to provide professional survey services required for a specific portion of South Pier Road near the entrance to Narragansett High School, in the amount of \$3,195.00.
7. A [MOTION](#) to APPROVE a Miscellaneous License application for a One Day Peddler License for June 25, 2016, June 26, 2016, July 2, 2016, July 3, 2016 and July 4, 2016 to Tim Bristow & Colby Blanchet d/b/a Yea Dog of Narragansett Rhode Island, subject to local and state regulations.
8. A [MOTION](#) to APPROVE, RATIFY and CONFIRM the emergency repairs to Rescue 2, performed by Tasca Automotive Group, in the amount of \$4,745.44.

9. A [MOTION](#) to APPROVE, RATIFY and CONFIRM the MDT tablet purchase and installation services for a Police vehicle from Island Tech Services, LLC in the amount of \$4,910.00.

10. A [MOTION](#) to AWARD the bid for Perennials at the Port of Galilee to the sole bidder, Clark Farms, Inc., in the amount of \$4,100.00.

**OLD BUSINESS:**

**NEW BUSINESS:**

11. A [MOTION](#) to APPROVE the Agreement between the IBPO Local 303 (Police) and the Town of Narragansett for a three (3) year term, beginning July 1, 2016, and AUTHORIZE the Town Manager to sign same.
12. A [MOTION](#) to APPROVE the contract with Precision Concrete Cutting for sidewalk repairs/trip hazard removal on designated roads, in the amount of \$19,443.94.
13. A [MOTION](#) to APPROVE the purchase of a Falcon 4-ton recycling hot box from W. H. Rose in accordance with National Joint Powers Association (NJPA) pricing, in the amount of \$35,921.00.
14. A [MOTION](#) to ADOPT An Ordinance in Amendment of Chapter 1010 of the Code of Ordinances of the Town of Narragansett and that Chapter 1010 of the Code of Ordinances be amended by the Enactment of an Amendment to the Budget for FY 15/16 to reflect the appropriate amount to fund the Retained Claims fund.
15. A [MOTION](#) to ADOPT An Ordinance in Amendment of Chapter 70 of the Code of ordinances of the Town of Narragansett, Rhode Island, entitled Taxation and Finance.

**REPORTS FROM TOWN MANAGER:**

**REPORTS FROM TOWN COUNCIL:**

**EXECUTIVE SESSION:**

A MOTION to RETIRE to Executive Session as in accordance with 42-46-4 at the end of the June 20, 2016 town council meeting to discuss Personnel related to the Position of Town Manager in accordance with General Laws 42-46-5(a) (1) and appoint Susan Healy, Human Resource Manager as Clerk Pro Tem.

**ADJOURNMENT:**

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

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC:** \_\_\_\_\_  
**Amend No.** \_\_\_\_\_

**Date Prepared:** June 15, 2016  
**Council Meeting Date:** June 6, 2016

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**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.

- November 30, 2015 Work Session Meeting
- December 7, 2015 Work Session (1)
- December 7, 2015 Work Session (2)
- December 7, 2015 Regular Meeting

**SUMMARY:**

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

**NARRAGANSETT TOWN COUNCIL  
WORK SESSION MEETING  
NOVEMBER 30, 2015 MINUTES**

At a Work Session Meeting of the Town Council of the Town of Narragansett held on Monday, November 30, 2015 at 6:35 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, Absent

Pamela T. Nolan, Town Manager

Police Chief F. Dean Hoxsie

Anthony Santilli, Building Official

Bob Bria, Building Inspector

Dawson T. Hodgson, Town Solicitor

Jeff Dentler, Co-Chair, Ad Hoc Committee

Ann Marie Silveira

Jeffrey R. Tkacs

Jose Santos

Joseph Soja

Daniel Graney, URI representative

Matthew M. Mannix, President calls the work session meeting to order with the Narragansett Ad Hoc Committee on Student Issues. He remarked that the meeting was a continuation from October 26, 2015. He summarized that there were 3 major zoning changes discussed such as the restriction of no more than 4 unrelated individuals could live in one residence which currently Narragansett had the restriction of 3 unrelated. He said it seemed from the last meeting there was a consensus to go forward on the 4 unrelated. He said there was a discussion also of establishing a “dormitory definition” for residences where there would be more than 4 unrelated and a special use permit would be needed. He said he believed there was some complexity and hesitation on that portion. President Mannix also said that there was a discussion on a \$500.00 maximum fine on landlords as well as the individuals for an unruly party or now a proposal was added to include the parents for the fine of \$500.00 instead of the Landlords.

Mr. Mannix said that at the last meeting Ray Kagels from the 2100 Group spoke as well as Steve Ferrandi from Eastward Look however the meeting was stopped at 9:00 p.m. and tonight was to focus on the comments from the public. He said he would ask the council for any comments also. He thanked the committee members for all their hard work on the proposed recommendations.

Susan Cicilline-Buonanno said she did support the 4 unrelated definitions but she was not sure how all the other members feel on that proposal.

Raymond Ranaldi commented that he has heard from people that the council was making some progress. He said he wants to give the people that enforce the ordinance to have the tools and he was not sure if it would be enforceable or that it would also be challenged. He asked how do you not harm the people that are peaceful to the community and going from 3 unrelated to 4 unrelated may not change the situation.

Chief Dean Hoxsie commented that less people in a house would make it less of an impact for the police however, he was not sure that would make a significant impact to the number of people that attend the parties at a house. He said currently the police go the houses with the parties and spend time there and deal with the particulars and on the following Monday they review it again on a far more stringent light. He said they take into account the nuisances such as door banging, horns blowing and shouting, etc. He said if they see a continuance of that behavior the orange sticker is issued to that house. The Chief noted that more stickers have been issued this year than the previous year. He said it would become a discovery process for the police and for the building official's office it would be an inspection or enforcement process on the number of individuals that live at the house. He did say that the number of parking restrictions and the towing ordinance has made an impact already on the number of people who are able to go into the neighborhood. He said that if the number of people is limited to live in a house it would be only until they have a party as that was where the issues occurred.

Raymond Ranaldi questioned that if there are appropriate accommodations and the town asks for the landlords to provide those accommodations that would have help the building official's office and the police department to keep an eye on the appropriate number.

The Chief remarked that if the property is registered as a rental property and that information is posted on the door that would clearly help the police identify the four individuals that live in that property.

Susan Cicilline-Buonanno said she was trying to get it in her mind the properties that have 8 to 10 people in the house. She said that any number of individuals beyond the 4 would go before the Zoning Board of Review and then that would be documented on the number of individuals that are over the 4 individuals.

A discussion is held on the appropriate facility to include taking care of the number of individuals beyond the 4 unrelated regarding bedrooms, parking spacing and trash etc.

Raymond Ranaldi asked why the committee did come up with the number 4 of unrelated individuals.

Harry Schofield, Chair of the subcommittee on the Zoning Element of the Ad Hoc Committee recommendations addressed the council. He said that the committee met with Town Solicitor and a discussion was held with the committee members that further distance from the

previous ordinance would benefit the town. He said it would be a further departure from the lawsuit from the 1990's. He said it was a bitter pill for some people to have the number 4 of unrelated however, 4 unrelated was a prudent place to be for a lot of rental properties in Narragansett. He said people would rather have the number 4 unrelated than nothing. He said that the committee wanted to give a recommendation that would pass with the council. He also said that they are not saying that 4 unrelated would change student behavior or student drinking, what the committee was looking for was ways to restore the integrity of the neighborhoods and the intrinsic value of zoning and bringing it back to Narragansett. He said it was about preserving the neighborhoods for families.

Mr. Schofield said that the people that are making the money on these houses make it at the expense of their neighbors.

Joseph Soja, subcommittee member addresses the council. He briefed the council on the makeup of property on Eastward Look. He questioned what URI's plan was for housing of the students in the future and that there was no housing plans for the future. He said all the landlords care about is money.

Mr. Mannix remarked that he wanted to open the discussion to the public. He said that there were 3 changes from the committee and he will take comments from the public and then get back to the council for more feedback.

The following individuals address the council:

Amanda Rhode, Student Body President from URI, Resident Dr. David Farley, Resident Jose Santos, Resident Paul Zonfrillo, Cote Anderson, URI Student, Resident Christopher Laccinole, Resident Joseph Soja, Resident Debbie Buffey, Attorney Jody Ciera Resident Carl Marchand, Resident Carol Stuart, Resident Stanley Wojciechowski, Resident Jack Casey, Resident Steve Ferrandi, Resident Gerry McCarthy, Resident Mr. Dolan Resident Joeseph Lembo, Resident Meg Rogers

Dean Hoxsie commented that he has offered the Student Senate to contact him, visit him or invite him to speak or attend any of their meetings or to have weekly conversations.

Pamela Nolan commented that he had suggested to the students to help out in town government such as to shadow the Minimum Housing officer or to ride with the police one night or shadow different town employees to see what the problems are in town.

Christopher Laccinole Chair of the EDC suggested that the matter be forwarded to the Planning Board as it wasn't completely clear after all.

President Mannix said this case was different as the council brought this committee forward and the Town Solicitor has been in contact with them and worked with them on it.

Raymond Ranaldi said the council was close to that as there needs to be some teeth in it as well as the enforceable piece of it and the Planning Board could do that for the council.

Harold Schofield disagreed with forwarding to the Planning Board as the committee has already vetted the matter over and over again. He said it was preserving neighborhoods and protecting the residents.

Councilmember Patrick Murray remarked that he would support the 4 unrelated proposals.

Matthew Mannix said that he sees a consensus on the 4 unrelated and the matter will be placed on an agenda.

Dawson Hodgson, Town Solicitor commented that to the current ordinance and the decision from Judge Fortunato was based largely on previous enabling act that has been changed since then and there is a strong argument that the current ordinance may be enforced without any action from the town council. He said that the recommendation and advice that he has given to the council was going into court trying to defend an ordinance which already has been declared unconstitutional by a Judge of Superior Court would start off with two strikes against the town and he would to look at a differentiations and it was a political choice and not legal. He said he was confident that it would be upheld.

President Mannix said he would go forward with the matter on the January agenda.

A discussion ensues with the members of the council on the special use portion of the recommendation from the committee and forwarding that portion to the Planning Board.

Mr. Mannix said the first meeting in January would be the 4 unrelated and the next meeting would be the forwarding the special use portion to the planning board which would be January 4<sup>th</sup> and January 19<sup>th</sup>.

**ADJOURNMENT:**

The work session meeting adjourns at 8:45 p.m.

ATTEST:



Anne M. Irons, CMC  
Council Clerk

MINUTES ACCEPTED  
AS PRESENTED/AMENDED

Anne M. Irons, CMC  
Council Clerk

<https://www.youtube.com/channel/UCaXrjLKjolyaFtqVXBLwEfg>

**NARRAGANSETT TOWN COUNCIL  
WORK SESSION MEETING  
DECEMBER 7, 2015 MINUTES**

At a Work Session Meeting of the Town Council of the Town of Narragansett held on Monday, December 7, 2015 at 5:40 p.m., at the Narragansett Town Hall.

Present: Matthew M. Mannix, President,

Susan Cicilline-Buonanno, President Pro Tem

Patrick W. Murray, Member, absent

Raymond A. Ranaldi, Member

Christopher Wilkens, Member

Pamela T. Nolan Town Manager

Dawson T. Hodgson, Town Solicitor

Matthew M. Mannix, President calls the work session meeting to order with representatives from the Rhode Island Department of Transportation to discuss Phase 4 Feasibility Study of the continuation of the William C. O'Neill Bike Path.

Mr. Mannix summarizes a brief history of the proposed bike path. He noted that there was a little more than a Million Dollars earmarked for the proposed bike path in Narragansett and a feasibility study that was done came up with a price tag between \$4 Million to \$10 Million Dollars. He said the council requested the bike path be added to the TIP with the State of Rhode Island.

He noted that Vincent Palumbo would address the different proposals.

Rhode Island Department of Transportation representatives in attendance were Vincent Palumbo, Matthew Ouellette, Emile Holland and Michael Hebert.

Mr. Palumbo addresses the council on the study. He notes that a few years ago the town requested that RIDOT initiate a study of the proposed bike paths. He explained that they consulted with environmental agencies and reviewed constructability, safety evaluation environmental and historical impact and costs. He also explained that the TIP program will expire in September 2016 and a new program will be initiated which will be a 10 year TIP. He said that the suggested projects for TIP would be for bridges, pavement and safety programs and there would be another category in the TIP was called "Transportation Alternatives Program which all the communities will be fighting for their projects for funding for bike paths, enhancement projects, pedestrian walkways, etc.

He further explained that there were two different programs one would be Rhode Works and the other constraints plan. He said the communities would submit applications to the constraints plan. He also said applications were due within a month to the state from the communities.

He said they would give an overview of the bike alternatives and it was the town's responsibility to get the funding for the projects.

Matthew Ouellette, Senior Civil Engineer addressed the council on the feasibility study. He outlined the report structure and how it was broken down such as reviewed constructability, safety evaluation environmental and historical impact and costs. He said they summarized the existing conditions, reviewed the proposed paths in detail, construction costs, permitting etc. He said then it broken down with appendixes including graphics and environmental reports and a past brief analysis that was sent to the US Fish and Wildlife back in 2012. He said that there were traffic counts done in the neighborhoods. Matthew Ouellette commented that they had been told by the town that an off road route was preferred however, they reviewed some alternatives that had been identified as an impasse as an environmental impasse so a shared roadway was reviewed. The following alternatives were reviewed with the council

**Alternative 1 – The Sea View Bike Route**

The alignment includes portions of the Canonchet Farm property as well as the abandoned Sea View Railroad corridor, which parallels the eastern edge of Pettaquamscutt Cove, a portion of National Grid utility easement and a segment that crosses a portion of a salt marsh with views of the lower Narrow River. He noted a retaining wall would be needed and in the wet areas an elevated board walk would be needed to be constructed. He noted it was the longest path went through wet lands, salt marsh and a wooded area. Estimated Construction Cost \$10.6 Million Dollars

**Alternative 2 – The Brady Bike Route**

This route was an alternative to the Seaview Bike Route.

Estimated Construction Cost \$5.9 Million Dollars

**Alternative 3 – The Town’s Master Plan Bike Route**

This bike path was also identified as Bike Path Option 1 in the Master Plan and the route emanates from Riverside Drive and aligns inward and around the Canonchet Farm Property. Estimated Construction Cost \$5 Million Dollars

**Alternative 3A – The Town’s Off-Road Bike Path Route**

This route is a combination of the beginning portion of Alternatives 1 and 2 where the alignment runs along the backside of the Narragansett Elementary School and the end portion of Alternative 3 where the alignment crosses the marsh and continues down to a parking lot at Anne Hoxsie Lane. Estimated Construction Cost \$5.8 Million Dollars

**Alternative 4 – The Town’s Off-Site Bike Path Route**

The first portion goes around the back of the Narragansett Elementary School and through a portion of Sprague Park and the next portion follows Wanda Street and runs to the west of Lake Canonchet to the bicycle parking lot at Ann Hoxsie Lane.

Estimated Construction Cost \$5.4 Million Dollars

**Alternative 5 – First Portion of the 2000 FST Study Alternative 3 Route**

The next portion of this route follows the subdivision road (Strathmore Road up to the South County Museum and to the parking lot at Anne Hoxsie Lane;

Estimated Construction Cost \$500,000 Dollars

**Alternative 6 – Dead End Spur Combination**

This route runs along the southern portion of the former railroad corridor in addition to the Town's Off-Site Bike Route or in combination with the subdivision road up to the South County Museum and the parking lot at Anne Hoxsie Lane

Estimated Construction Cost \$3.2 Million Dollars

Matthew Ouellette noted that the least favorite by an environmental standpoint was Alternative 1 and also there were strong concerns for Alternative 2 and Alternative 3 as well.

Susan Cicilline-Buonanno questioned what would be the comprise as the other proposed bike paths used the road as paths.

Raymond Ranaldi questioned what was the least environmental impact bike route that could be used. It was answered that they all pretty much had the same environmental impact.

Christopher Wilkens asked what guidelines RIDOT could give the town. He said all the money set aside could be used by other communities for the maintenance of existing bike paths.

Raymond Ranaldi said that Alternative 2 was the one that he wanted to see for the town and what was needed for that.

It was noted that funding was a big part of it at \$5.9 Million Dollars was also only the construction cost and not the soft costs of design; construction management and RIDOT time and proof the public benefits as well as permitting.

Vincent Palumbo commented that permitting would be the challenge.

Pamela Nolan, Town Manger said that later tonight the council needs to decide what to ask for the TIP program that was on the regular agenda so a money amount was needed for that application.

Michael Deluca, Community Development Director noted that a previous council did pass a resolution that approving the Alternative 1 Bike Route.

Susan Cicilline-Buonanno said that the path should just be finished and completed.

Raymond Ranaldi noted that Alternative # 2 was palpable and if the council wants to throw out # 3 also as an option. He said the bike path would bring people to the beach as it is beautiful.

Christopher Wilkens said it would be good to get it done this decade.

Patrick Brady said the town needs time to pick up the ball and do it and the town could come up with more details.

Representative Teresa Tanzi spoke that the price is about the same cost of other proposals across the state. She said that the proposal was for off the roads as the residents had complained they did not want a bike path going through their neighborhood and that will be the problem more than money. She noted that 35,000 bikers have used the bike path from the Train Station in South Kingstown to the end of the bike path as well as 20,000 walkers and the town would be cutting the town short if the roads were used.

**ADJOURNMENT:**

The meeting ends at 6:40 p.m.

ATTEST:



Anne M. Irons, CMC  
Council Clerk

MINUTES ACCEPTED  
AS PRESENTED/AMENDED

Anne M. Irons, CMC  
Council Clerk

**NARRAGANSETT TOWN COUNCIL  
WORK SESSION MEETING  
DECEMBER 7, 2015 MINUTES**

At a Work Session Meeting of the Town Council of the Town of Narragansett held  
on Monday, December 7, 2015 at 6:45 p.m.

Present: Matthew M. Mannix, President,  
Susan Cicilline-Buonanno, President Pro Tem  
Patrick W. Murray, Member  
Raymond Ranaldi, Member  
Christopher Wilkens, Member  
Pamela T. Nolan, Town Manager

School Committee: Tammy McNeiece, Chairperson,  
Dr. Diane Nobles, Vice Chairperson  
Guy DeWardener, Member  
Keith Ranaldi, Member  
Frank White, Member

School Officials Attendance: Katherine E. Sipala, Superintendent; and Karen Hagan,  
Director of Finance and Administration.

Matthew M. Mannix, President called the joint work session meeting to order.

Pamela T. Nolan, Town Manager remarked that she and the Finance Director had met with the town council requesting the parameters for the upcoming budget for FY16-17. She said the council has directed a level funded budget.

Katherine E. Sipala, Superintendent questioned the pension contribution for the employees that are in the town's pension plan. Laura Kenyon, Finance Director informed the school committee that the town would be contributing 100% of the ARC toward the Pension Plan. She did note that she did not have solid numbers at this time as she was waiting for the latest actuary report. She did remark that the school department should use the same percentage of payroll as was done in the current year to use for preliminary numbers.

Katherine E. Sipala, Superintendent addressed the council on the budget schedule for the school committee and asked for the town's budget schedule when it was completed. She explained that the school department and committee were committed on adopting a school budget on March 16, 2016.

The Superintendent reviewed the Narragansett Schools Enrollment report with the council. Kathy Sipala said that they had believed they were losing 22 students however they gained 26 students at the elementary school so now in fact the school system has an increase of 4. She said that there even was a strong policy that an increase may occur of 16 more students from recent research that was completed on Friday.

Kathy Sipala informed the council that there was an open house scheduled for tomorrow night for 8<sup>th</sup> graders as well as students from Jamestown. She said there will be 8 tuition students in the school year.

The Superintendent reviewed the school's fund balance which she noted was estimation on their part as the auditors have not yet submitted the audit. She informed the council that the fund balance was large however it was because the school has been saving for Capital projects. She noted that they did in fact slow down the project of the Agriculture Building as an opportunity came up with the Department of Education and the project was resubmitted as now a 35% reimbursement will occur.

Katherine Sipala explained what the drivers in the school budget would be for 16-17 fiscal year. She noted that in the summer two contracts were signed, one for the teachers which their raises are \$160.00 more a year for the 140 teachers. She said the other contract was for the staff support which was an increase of \$108,000.

She also explained that a different model will be used for two retired employees as now it will be one administrator and one supervisor instead of the two administrators. She also noted that some positions were not filled.

A heated discussion ensues of the \$461,000 maintenance of effort figure that was now a figure that was less in the current school budget.

President Mannix commented that during the budget discussions in the spring the maintenance of effort figure will be discussed with the school committee and town council.

Christopher Wilkens asked about student safety concerns in the school.

Katherine Sipala said that the school has great drilling exercises however more money will be spent on cameras and security in the future.

She asked the council to know about the school budget and learn about the school budget for the next fiscal year and she and the staff were ready for any questions.

A discussion was held on school safety and armed security at schools in Narragansett and throughout the country.

Matthew Mannix summarized the meeting discussions and for the future budget work sessions.

**ADJOURNMENT:**

The meeting ends at 7:26 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  
DECEMBER 7, 2015 MINUTES**

At a Regular Meeting of the Town Council of the Town of Narragansett held on  
Monday, December 7, 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.

**MOMENT OF SILENCE:**

Matthew M. Mannix, President held a Moment of Silence for the victims from the terrorist attack in San Bernardino, California.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,

Patrick W. Murray aye, Matthew M. Mannix aye

**ANNOUNCEMENTS/PRESENTATIONS:**

The President thanks Steve Wright and Tom Tessitore for another successful year of the Festival of Lights sponsored by the Parks & Recreation Department.

Matthew Mannix, President also recognized that Kyle Hemmerle and Kyle Edwards were both sworn in to the rank of Sergeant and Ryan McGovern was sworn in to the rank of Detective on December 2, 2015.

**Chief C. Dean Hoxsie Dean Hoxsie**

Matthew Mannix also read a statement thanking Police Chief F. Dean Hoxsie for stepping up to the plate as an Acting Town Manager, for getting the town back up and running after Hurricane Sandy. He thanked and congratulated Chief Hoxsie for all his years of service and wished him luck in his new job with the Department of Environment.

Pamela Nolan, Town Manager announced that two Captains were in line to be the Chief. She said that she will appoint Captain Sean Corrigan on December 18<sup>th</sup> as the Acting Police Chief if the council members concur.

Matthew Mannix announced the agenda was packed with items and asked that everyone be short and to the point.

**APPROVAL OF MINUTES:**

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to approve the October 19, 2015 Executive Session Meeting Minutes as presented.

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to approve the November 2, 2015 Executive Session Meeting Minutes as presented.

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to  
approve the November 16, 2015 Executive Session Meeting Minutes as presented.

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to  
approve the June 8, 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 aye

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to  
approve the June 8, 2015 Special Meeting Minutes as presented

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

**Health Plan for Retirees of Medicare Eligible Age KTP Advisors**

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to move item #10 under New Business to act on after the presentation.

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

**A MOTION to APPROVE and AUTHORIZE the Town Manager to sign a contract after review by the Town Solicitor with KTP Advisors for Health Insurance Coverage for current retirees of Medicare Eligible age.**

Laura Kenyon, Finance Director briefs the council on the presentation on the Health Plan for Retirees of Medicare Eligible Age by Neil Smith and Kate Bebe from KTP Advisors. She noted that they have reviewed the town's health plan for retirees for the age of 65 and was in attendance to show their findings. She also noted that the presentation was an alternate option for health care coverage from a National carrier and benefits both the retirees and the town. She said the council's approval would be the first step of many steps in the process.

Neil Smith, Vice President from KTP Advisors reviewed a PowerPoint presentation on alternatives options for health care for the retirees of age 65. The Presentation is made a part of the minutes.

Due to the fact that the Public Hearings were advertised for 8:00 p.m. The Presentation was continued to after the public hearings were held. However for future research purposes the entire item is kept together under Presentation.

Neil Smith, Vice President from KTP continued his presentation that was interrupted an hour and half earlier in the meeting.

He explained the plan was to make an 18<sup>th</sup> month plan to start July 1<sup>st</sup> runs through December and then the plan would then start on January 1<sup>st</sup> after that.. He noted there would be 2 plans one plan would cover 91 people and the other plan would be for 8 people who currently have United Health. He said currently the town 6 plans cost over One Million Dollars and his proposed plan would be \$655,000. He also mentioned the town has a cost of reimbursement for Medicare which now means the town pays over \$2.1 Million Dollars. He remarked that his total plan with reimbursement cost and penalties would cost \$968,000 over 18 months which saves the town \$13,000 a month. He suggested talking with retirees and union leaders regarding the proposal but he was asking the town's permission to explore the possibility of a plan for the town.

Matthew Mannix asked the council to move item #10.

Raymond Ranaldi moved, Christopher Wilkens seconded to APPROVE and AUTHORIZE the Town Manager to sign a contract after review by the Town Solicitor with KTP Advisors for Health Insurance Coverage for current retirees of Medicare Eligible age.

Pamela Nolan, Town Manager remarked that when she was hired by the town council she was asked to continue the work of acting town manager to find ways to reduce OPEC liabilities. She said it was discovered that to approach retirees would be a company like KTP who know all the insurance companies background. She said the retirees can say no as it was mandatory and it was to explore to get different products that may even be better coverage.

Laura Kenyon, Finance Director addresses the council on the agreement. She said the item says contract but it was to authorize a written agreement with KTP to start the next steps in exploring saving money. Laura Kenyon said that they would be exploring to see if there was even better and the plans would meet or be better. She said if there was anything that was off, the town would look to see the costs to replace the existing benefit.

Raymond Ranaldi said he would continue and to have the motion rewritten and tighten.

Raymond Ranaldi moved, Christopher Wilkens seconded and it is unanimously so voted to CONTINUE the MOTION to APPROVE and AUTHORIZE the Town Manager to sign a contract after review by the Town Solicitor with KTP Advisors for Health Insurance Coverage for current retirees of Medicare Eligible age.

A discussion ensues among the council members regarding the proposal, OBEP liability and saving tax payers money.

Johnathan Smith, retiree spoke.

Pamela Nolan asked if the council wanted to continue the matter to have more time to review the proposal.

Laura Kenyon addressed the council saying she was looking for authorization to go to the next steps.

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

**PUBLIC HEARINGS:**

**A PUBLIC HEARING on the application for a transfer of a Class BV-Tavern Liquor License from Recreations Partners Inc. d/b/a Village Inn 1 Beach Street, Narragansett, RI, Plat C, Lot 181/2C to Narragansett Recreation LLC d/b/a Aqua Blue Hotel, 1 Beach Street, Narragansett, RI Plat C Lot 181/2C.**

Recreation Partners Inc. d/b/a Village Inn has applied for a transfer of the Alcoholic Beverage License to be transferred to Narragansett Recreation LLC d/b/a Aqua Blue Hotel. Piyush J. Patel, owner of the Village Inn has been in the process for several months renovating and remodeling the Inn as well as changing the name of hotel and the

business. In order to transfer the alcoholic beverage license to the new limited liability company it is necessary to advertise and hold a public hearing.

In 2012 an expansion of service was approved to include a banquet facility to be used for multifunction events and to serve alcohol through the proposed conversion of the 3 former theaters at the Village Inn, subject to the following:

1. That the updated Floor Plan as well as the Site /Signage Plan show the signature and stamp of an appropriate licensed professional and indicate the area of the proposed loading zone.
2. That the Floor Plan identifies that the approved seating capacity is 114 for A, 112 for B and 80 for C (The Theater).
3. That all signage associated with the new use shall be no greater in area than the individual existing signs and that backlighting of these signs be prohibited.
4. The expansion is to include the first floor areas of A, B, and C (The Theater) and lobby area and that alcohol can only be served while functions or events are scheduled.

In 2013 entertainment was allowed on the Terrace Bar with the following conditions:

Limited to a 1-3 piece musical combo with soft acoustic background  
music low amplification until 11:00 p.m.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to OPEN the public hearing.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,

Patrick W. Murray aye Matthew M. Mannix aye

Sachin Cymer Patel, representing Narragansett Recreation LLC d/b/a Aqua Blue Hotel

was sworn in and gave testimony on the name change of the Recreation Partners Inc.

d/b/a changing to Narragansett Recreation LLC d/b/a Aqua Blue Hotel.

He explained that the name only was the change and that the owner Piyush Patel was the same and the business will run the same as it did since 1993.

Proponents and Opponents were called and no one spoke for or against the application.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to

CLOSE the public hearing.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,

Patrick W. Murray aye Matthew M. Mannix aye

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to

APPROVE the application for a TRANSFER of a Class BV-Tavern Liquor License from

Recreations Partners Inc. d/b/a Village Inn 1 Beach Street, Narragansett, RI, Plat C, Lot

181/2C to Narragansett Recreation LLC d/b/a Aqua Blue Hotel, 1 Beach Street,

Narragansett, RI Plat C Lot 181/2C.

Raymond A. Ranaldi aye, Susan Cicilline-Buonanno aye, Christopher Wilkens aye,

Patrick W. Murray aye Matthew M. Mannix aye

**PLEASE SEE STENOGRAPHER TRANSCRIPT FOR MORE DETAILS**

**A PUBLIC HEARING on an application to the RI Statewide Planning Program for inclusion of several local infrastructure projects within the FY 2017-2025 State Transportation Improvement Program (TIP) and Authorize the Town Manager to submit said application.**

The Metropolitan Planning Organization (MPO) for the State of Rhode Island (the State Planning Council) is developing the Transportation Improvement Program (TIP) for FY 2017-2025, and is accepting applications from municipalities accordingly. The TIP is a multi-year plan that identifies and prioritizes projects that are eligible to receive Federal (USDOT) funding. Eligible categories include bridges and roads, pedestrian improvements, and bike paths. Local roads may be included in the request provided that they are listed as "Federal Aid" highways.

The TIP submittals from cities and towns must be received by the State on or before January 8, 2016, and one of the administrative requirements is that a Public Hearing must be held to present the recommended local projects to the public. Projects that were included within a previous TIP will not automatically be carried over; they must be re-submitted with this round. New projects require new applications and supporting documentation.

Projects will be ranked on a number of different criteria – see the attached “Overview of TIP Guiding Principles Federal Fiscal Years 2017-2015. While we are free to submit on any project that we wish, the attached criteria should be kept in mind in terms of the realistic potential for future funding.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to OPEN the public hearing.

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

Michael DeLuca, Community Development Director addressed the council on the application for the TIP Program which is a ten year strategic plan for capital projects. He explained that the TIP Program has been changed from previous years. The state has submitted a list of projects that they propose shall be done within the next 10 years. He said the State wide Planning Office did not include plans for pedestrian, bicycle and enhancement projects and expect the local communities to submit those types of projects. He noted that projects had to be rated as low, moderate and high when the application is submitted to Statewide Planning.

He explains that Narragansett will submit the projects as follows:

South Pier Road

William C. O'Neill Bike Path

Bonnet Point Shore Beach Club

Bridgetown Road resurfacing

Boston Neck Road resurfacing

Bridgetown Road Bridge (Lacey Bridge)

Point Judith Road Bridge

Governor Sprague Bridge

Beach Street resurfacing 3 phases

Mettatuxet Road resurfacing

Ocean Road Beautification

Proponents and Opponents were called and the following individuals were sworn in and gave testimony.

Terry Duffy, Representative Teresa Tanzi, Robert Votava, Lloyd Albert, Rosemary Smith, James Durkin, Richard Grant, Patrick Brady and David Smith,  
Stanley Wojciechowski

The council ranked the projects as follows:

Project	Ranking
Boston Neck Road resurfacing	Low
South Pier Road resurfacing	High (4) Medium (1)
Bridgetown Road resurfacing	Low
Point Judith Road Bridge	Low
Sprague Bridge	Low
William C. O'Neill Bike Path	High (4) Low (1)
Bonnet Point –Causeway	High
Mettatuxet resurfacing	High (4) Medium (1)
Beach Street resurfacing	Medium (4) Low (1)
Ocean Road beautification 1	Medium (3) Low (1) High (1)
Ocean Road beautification 2	Medium (3) Low (2)
Boston Neck Road beautification	Low (3) Medium (2)

Raymond Ranaldi moved, Susan Cicilline-Buonanno seconded and it is unanimously so voted to submit to the TIP for high priority the reconstruction of South Pier Road, the extension of the William C. O'Neill bike path, the reconstruction of Bonnet Point Road causeway and the reconstruction of Mettatuxet

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to submit to the TIP for a medium category the resurfacing of Beach Street, and the beautification of Ocean Road Phase 1 and Ocean Road beautification Phase 2

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to submit to the TIP for a low priority category the resurfacing of Bridgetown Road, resurfacing of Boston Neck Road, Bridgetown Road bridge, Point Judith Road bridge, Sprague Bridge and Boston Neck Road beautification.

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

**PLEASE SEE STENOGRAPHER TRANSCRIPT FOR MORE DETAILS**

The council held a five minute recess at this time.

**A PUBLIC HEARING for minor text revisions to several sections of the Zoning Ordinance.**

The Community Development Department periodically reviews the Town's Zoning Ordinance to consider minor changes in text that may relate to other regulatory provisions or need clarification in light of a real world experience. Some areas in need of minor change are brought to the staff's attention by other departments.

This is the first time since 2007 that we are proposing text changes to our Zoning Code in a series of unrelated revisions. These “omnibus” amendments are intended to correct minor flaws in language, add efficiency and/or correct local provisions that are affected by changes in state or federal regulations. Some merely correct typographical errors.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to CONTINUE the PUBLIC HEARING for minor text revisions to several sections of the Zoning Ordinance January 4, 2016.

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

**A MOTION to RECEIVE and PLACE on FILE the recommendation from the PLANNING BOARD.**

This matter will also be placed on the January 4, 2016 agenda.

**At this time the council returned to the Presentation**

**Please see above under Presentation**

**UPDATES of State Projects in Narragansett**

Pamela Nolan gave an update on the Great Island Road Bridge noting that the weight limit was lifted and the completion was expected in Spring 2018.

**OPEN FORUM:**

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

Stanley Wojciechowski addresses the council on the Ad Hoc Committee's proposal on the 4 unrelated ordinance. He was concerned that the members of the Planning or Zoning Boards did not advise the council on the proposal. He said experts should be giving their opinion.

**CONSENT AGENDA**

**The consent agenda is voted on with one motion.**

- 1. A MOTION to APPROVE the list of Motor Vehicle abatements in the amount of \$165.45 and the list of Real Estate abatements in the amount of \$3,930.28.**

(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 waiver of interest for taxpayers in accordance with Ordinance 2010-936.**

(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 Animal Rescue League of Southern RI to conduct a “Bark on the Beach” fundraiser at the Town Beach on October 1, 2016 from 11:00 am to 3:30 pm subject to approval of state and local regulations.**

(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 the request from John E. DeCubellis, Jr. to conduct the 17<sup>th</sup> Annual Katie DeCubellis Memorial Foundation 5K Road Race scheduled for Sunday June 12, 2016 subject to approval of state and local regulations.**

(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 a petition from Verizon New England Inc. and the Narragansett Electric Company to place one new pole (Pole #7-1) in the Town right-of-way on the easterly side of WakeRobin Trail, in front of #11.**

(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 REFER a request from Jody and John Shue for a waiver of the Sewer Policy for Plat N-M, Lot 22-5, 33 Harvey Lane, to the Sewer Policy Committee for review.**

(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 APPROVE, RATIFY, and CONFIRM the purchase of tables and seating for the (EOC) Emergency Operations Center from W.B. Mason Company, Inc. pursuant to the TCPN contract, in the amount of \$9,258.24.**

(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, RATIFY and CONFIRM an application for a One-Day Peddler's License to Stewart M. Fishman d/b/a Balloons ETC, Westerly, RI on December 6, 2015 for the Festival of Lights Tree Lighting at Gazebo Park, subject to local and state regulations.**

(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:**

- 9. A MOTION to ADOPT a RESOLUTION requesting the General Assembly amend Title 44, Chapter 3, Section 23 of the General Laws to authorize the Town to enact a progressive, income-based, exemption for residents over the age of 70 whose household income is not more than 80% of the median income for such a household in Narragansett.**

Currently, Narragansett applies two owner-occupied property tax exemption for residents over the age of 65. The first of these is a straightforward exemption at the rate of one hundred twenty-five dollars (\$125) per one thousand dollars (\$1,000) of valuation. The second is a progressive exemption, with greater tax relief awarded to those who demonstrate lower income levels. This resolution seeks the authority to more closely direct the tax relief to those elderly most in need by making the following changes:

1. Replace the general "Elderly Exemption" with an income based exemption for owner-occupied taxpayers whose incomes are not more than 80% of the median income for such a household in Narragansett as determined annually by HUD.
2. Increase the age of eligibility to 70 years old.
3. Calculate the monetary value of the exemption to equal 4.2% of the taxpayer's annual gross income.
4. Limit the monetary value of the exemption to \$2,500.

This Resolution requests enabling legislation which will give the Town authority to structure its income based elderly exemption within these parameters.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded to ADOPT a RESOLUTION requesting the General Assembly amend Title 44, Chapter 3, Section 23 of the General Laws to authorize the Town to enact a progressive, income-based, exemption for residents over the age of 70 whose household income is not more than 80% of the median income for such a household in Narragansett.

Patrick Murray asked if the council wanted to continue the matter as he had questions on the matter. Matthew Mannix commented that he would rather have a broader request as he would rather have a local level on the decision.

Christopher Wilkens commented that he would prefer that the councilmembers add 5 years of residency to the Resolution.

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 amend Title 44, Chapter 3, Section 23 of the General Laws to authorize the Town to enact a Progressive, income-based, exemption for residents over the age of 70 whose household income is not more than 80% of the median income for such a household in Narragansett to January 4, 2016.

Residents Stanley Wojciechowski and Winn Hames speak.

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

**NEW BUSINESS:**

**10. A MOTION to APPROVE and AUTHORIZE the Town Manager to sign a contract after review by the Town Solicitor with KTP Advisors for Health Insurance Coverage for current retirees of Medicare Eligible age.**

As the Town of Narragansett is constantly looking to reduce the increasing cost of Health Care to all active and retired employees of the Town without reducing the benefits that such persons have earned, the Town has found an alternative health insurance plan.

KTP Advisors are specialists in retiree benefit plan designs to reduce the liability without compromising the benefits that are currently available to retirees.

A presentation will be made by the Company to explain the concept and illustrate the insurance plan benefits to the Town Council.

The #10 was moved and discussed to the beginning of the meeting under presentation KTP Advisors.

**11. A MOTION to AUTHORIZE the Town Manager and the Superintendent to collaborate, agree and sign off on all change orders for the NAC project not exceed \$10,000 per change order.**

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

To date two change orders were approved by the Town Council to increase the amount by \$314,171.00 and extend the contract completion date by 21 days to April 20, 2016.

Councilor Cicilline Buonanno proposed that any future change orders for the NCAC Project that do not exceed \$10,000 be approved and signed off by the Town Manager and School Superintendent in order to keep the project on track and on time to meet the April completion date.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to AUTHORIZE the Town Manager and the Superintendent to collaborate, agree and sign off on all change orders for the NAC project not exceed \$10,000 per change order.

Susan Cicilline-Buonanno said she placed the matter on the agenda as change orders hold up the progress of the NAC project and she believed that changes that don't exceed \$10,000 could be done by the Town Manger with the Superintendent.

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

**12. A MOTION to WAIVE the Sewer Lot Development Fees in the amount of \$801.60 for the Narragansett Community Athletic Complex Project and in the amount of \$5,321.60 for the Avice Street Garage.**

The Narragansett Community Athletic Complex Project will include concession and restroom facilities that will be connected to the sanitary sewer system as part of the project's new utility system. Under the Code of Ordinances, Chapter 78, "Utilities", a Sewer Lot Development Fee would be applied to this connection, calculated at \$0.80 per square foot of building space (commercial rate). Pursuant to Section 78-402 (h), the Town Council has the authority to waive the Sewer Lot Development Fee for local governmental projects. This action has been taken in the past on previous School projects, and the staff offers no objection to the waiver being granted here as well. The Avice Street Garage, which houses the School bus operations, has now been connected to public sewers (approved by the Town Council on August 3, 2015). As above, a Sewer Lot Development Fee calculated at \$5,321.60 (at \$0.80 per square foot, commercial rate) would apply. The staff would offer no objection to the Council's waiver of this fee either.

Raymond A. Ranaldi moved, Patrick Murray seconded and it is unanimously so voted to to WAIVE the Sewer Lot Development Fees in the amount of \$801.60 for the Narragansett Community Athletic Complex Project and in the amount of \$5,321.60 for the Avice Street Garage.

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

**13. A MOTION to AWARD the bid for DPW Fuel Storage System**

**Replacement Project to the lowest bidder, Gill Services, Inc., in the amount of \$134,250.00.**

In 1991, the Town installed a fuel storage and delivery system that included two (2) 10,000 gallon above-ground steel storage tanks, with secondary containment structures, piping, and delivery pumps to service all municipal and school vehicles. One (1) tank is for unleaded gasoline; the second tank is for diesel fuel. The tanks are made available to authorized employees for fueling Town vehicles 365 days\7 days per week\24 hours per day, although the facility is not staffed at all times. A key fob identification and access control system is in place that tracks fuel usage.

Following a public solicitation process (Town Council awarded on 9/15/14), the Town engaged the professional engineering firm of Weston & Sampson to investigate and prepare an Action Plan for the following items:

- o Summary of Code Review and Status Report in terms of factors that influence the following Action Plan elements:
  - o Rehabilitation and repair\upgrade of existing system components.
  - o Replacement of failed or failing components, with new aboveground components for storage and new below ground components as necessary for piping systems.
  - o Evaluation of new storage tank and fuel delivery system options, including steel, man-made composite and concrete-encapsulated steel (i.e. Convault).

o Probable opinion of cost (order of magnitude appropriate for budgeting purposes) for each option.

The Action Plan showed that the tanks and especially the secondary containment structures are showing signs of moderate to severe rust; the integrity of the secondary containment structures in particular is suspect. One (1) such secondary containment structure is already leaking.

Overall, the estimated remaining useful life on the system was approximately five (5) years, and the recommendation was not to spend any significant money on “fixes” or upgrades, given that life expectancy. Obviously, the remaining life an estimate only based on the actual wall thickness of the tanks (verified through ultra-sonic testing); rust does not always progress in a linear fashion, once it has taken hold in a steel structure. An actual petroleum leak in an environmentally sensitive area would be costly indeed to mitigate (remember that our DPW site is bounded by wetlands and the Crooked Brook watershed). Weston & Sampson concluded, and we concur that tank replacement is the most logical, cost-effective, and responsible (from a risk management perspective) solution. Weston & Sampson prepared comprehensive bidding documents (plans and specifications) for new tanks and appurtenances, along with the demolition and removal of the existing system.

Request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Seven vendors received the specifications and four responded. Gill Services, Inc. is a known and reputable firm

that specializes in this type of work, and both Weston & Sampson and the Town staff recommend an award accordingly. Funding is available in the Public Works Capital Projects Account #200710 57012, Fuel Tank Replacement/Repair.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to AWARD the bid for DPW Fuel Storage System Replacement Project to the lowest bidder, Gill Services, Inc., in the amount of \$134,250.00.

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

**14. A MOTION to APPROVE the purchase of replacement parts for the  
Winterberry Pump Station's influent grinder system from JWC  
Environmental, in the amount of \$13,730.00.**

Many of our remote pumping stations in the Wastewater Division have influent channel grinders, which are hydraulic cutting units designed to reduce solids, rags, and other debris to small sizes. This allows the materials to pass through the sewage pumps, and minimizes clogging. The fairly recent proliferation of "diaper wipes" being flushed down sewer systems contributes to pump clogging issues as well as the wipes tend to shred into string-like sections that then wrap around the pump impellers.

The grinder cutting unit at the Winterberry Pump Station is now twenty (20) years old, and has been scheduled to be re-built within the current (FY 2015-16) fiscal year. The body and hydraulics system are still in good working order – the replacement parts being ordered include the actual cutting heads, which have worn down considerably over time. We are replacing them with “wipes ready” cutters, which are designed to reduce diaper wipes to a small enough size to be passed through our pumps. The Wastewater employees will disassemble the unit, and then re-assemble it once the factory change-out of the cutting system has been completed. This is an essential programmed replacement project for this pump station, and was budgeted for accordingly.

JWC Environmental developed and holds the patents on the overall grinder system that was installed at this station, and they are the sole manufacturer of replacement parts. A letter from JWC Environmental is attached, along with the quote for the replacement cutter components. In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, the Purchasing Manager determined this to be a sole source item. Funding is available in the Wastewater Enterprise Fund Capital Projects Account #0032 50628, Pump Station Repairs.

Susan Cicilline-Buonanno moved Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE the purchase of replacement parts for the Winterberry Pump Station’s influent grinder system from JWC Environmental, in the amount of \$13,730.00.

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

**15. A MOTION to APPROVE a contract amendment with the RT Group  
Inc., for supplemental engineering services for the Scarborough  
Wastewater Treatment Facilities (WWTF) Flood Proofing Project, in the  
amount of \$15,848.25.**

The Phase 1 work has been completed Wastewater Treatment Facilities (WWTF) Flood Proofing Project and staff has reviewed and recommended an alternative to pursue for further design, permitting, and ultimately, construction. The selected alternative includes driven steel sheet piling, protected by an earthen wall with stone rip rap, and dewatering pumps connected to a piping network. The final design must be completed prior to submission of the project for the federal and state regulatory review, and that review must be completed before a grant decision is rendered. It is expected the final design and permitting to take six (6) months and the grant award is tentatively scheduled for early winter 2016. Funding is available in the Wastewater Enterprise Fund Capital Projects Account #0032 50617, Scarborough Flood Proof.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE a contract amendment with the RT Group Inc., for supplemental engineering services for the Scarborough Wastewater Treatment Facilities (WWTF) Flood Proofing Project, in the amount of \$15,848.25.

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 contract extension for Wastewater**

**Laboratory Analysis for a one-year period with Premier Laboratory  
Division of Microbac Labs, Inc. at their quoted prices and rates, under the  
same terms and conditions as the original contract.**

In accordance with our RIPDES wastewater treatment systems license, and the RIDOH laboratory certification requirements, the Wastewater Division is required to test the treatment facility discharge on a regular basis for a number of different parameters. This work must be performed by an independent laboratory that is licensed and certified by the State Department of Health and Department of Environmental Management. This bid includes a lump sum item for regular permit testing, unit prices for the required individual testing parameters, and other wastewater related tests and evaluations (i.e. pretreatment testing). The extension period for this contract is: January 1, 2016 – December 31, 2016. Town Council awarded the original bid on December 15, 2014. Funding is available in the Wastewater Fund Operating Account #0032 50201, Professional Services.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE the contract extension for Wastewater Laboratory Analysis for a one-year period with Premier Laboratory Division of Microbac Labs, Inc. at their quoted prices and rates, under the same terms and conditions as the original contract.

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

**17. A MOTION to APPROVE the contract extension for the Paddle Sports Business Concession at Middlebridge with Narrow River Kayaks until December 31, 2016 for the Parks and Recreation Department with the same terms, conditions and pricing within the lease that ended December 31, 2013 and approves the rental of cottage 94A to be utilized as office space for the Paddle Sports Business Concession.**

This third extension with Narrow River Kayaks is for one season only and ends on Saturday December 31, 2016. The terms, conditions, pricing and operating parameters/policies of the Middlebridge property remain the same as in 2013. Cottage 94A will be utilized as an office for the Paddle Sports Business throughout the term of this lease at the rate of \$625.00 per month. This is a revenue-producing contract, with no cost to the Town. Revenue from this contract will be posted to the Middlebridge Revenue Account #0036 49077.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE the contract extension for the Paddle Sports Business Concession at Middlebridge with Narrow River Kayaks until December 31, 2016 for the Parks and Recreation Department with the same terms, conditions and pricing within the lease that ended December 31, 2013 and approves the rental of cottage 94A to be utilized as office space for the Paddle Sports Business Concession. Christopher Wilkens questioned the rental fee amount.

Resident Stanley Wojciechowski speaks.

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

**18. A MOTION to APPROVE to retain Christopher Behan, Esq. as co-counsel in the matter of Almeida et al v. Booth (Col John Gardner Rd. tax lawsuit).**

Raymond A. Ranaldi moved, Christopher Wilkens seconded and it is so voted to retain Christopher Behan, Esq. as co-counsel in the matter of Almeida et al v. Booth (Col John Gardner Rd. tax lawsuit).

The town has been sued by a group of property owners on and near Colonel John Gardner Road regarding the assessed valuations of their properties during the 2015 limited revaluation process. The Town Solicitor wishes to retain the services of Attorney Christopher Behan to assist on a consultative basis and serve as co-counsel. Mr. Behan has significant experience representing municipal governments in tax litigation. In

addition to his private practice he is the assistant Solicitor in Newport, where he had a strong working relationship with Allan Booth. Along with Mr. Booth and the Town Manager they met with Mr. Behan to discuss the case. He shares the same assessment of the Town's strong legal position in the case, and desires to assist us. The Town Solicitor requested and he has reduced his municipal hourly rate to \$200 per hour.

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

**19. A MOTION to APPROVE the acceptance of \$3,486 as a share of a federal Qui Tam action against Stericycle Inc.**

The Department of Attorney General's civil division accompanies an executed check to the town of Narragansett in the amount of \$3,486.57. The payment represents proceeds from a federal qui tam lawsuit against Stericycle Inc., related to their billing practices. The settlement of the suit was expanded to provide financial relief to local governments. It is the Council's decision to accept this payment. Acceptance will have the legal effect of settling any claim we may have had against Stericycle for the same actions. The Town has never independently identified a legal cause of action against Stericycle, and it would likely be a very expensive process to litigate. The Town Solicitor concurs with the recommendation of the Department of Attorney General that accepting this settlement payment is a positive resolution for the Town.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE the acceptance of \$3,486 as a share of a federal Qui Tam action against Stericycle Inc.

The Town Solicitor addressed the matter.

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

**20. A MOTION to DIRECT the Town Manager to prepare and advertise a request for proposals for a Phase II Environmental Site Assessment for 45 Avice Street.**

The Town of Narragansett has considered marketing and selling the property. The subject property is in a residential neighborhood and the land supports 6 single family homes that conform with the intent of the Town's Comprehensive Plan. A Phase II Environmental Site Assessment is required and has been put off many years. The Town Manager and staff should explore grant opportunities toward this work.

Susan Cicilline Buonanno moved, Raymond A. Ranaldi seconded to DIRECT the Town Manager to prepare and advertise a request for proposals for a Phase II Environmental Site Assessment for 45 Avice Street to the January 19, 2016 council meeting.

Patrick Murray remarked that if the town council plans on selling the property on Avice Street the site assessment is necessary. He believed the property could be subdivided and 6 homes could be built at that site. Christopher Wilkens questioned why it was a Phase II

Site Assessment and not a Class 1. He was told due to oil tanks on that property many years ago it was in the town's best interest to go ahead with the Phase II.

Jeffrey Ceasrine , Town Engineer addressed the council and noted that if anything is found on the property there was potential of added cost to the town.

Michael DeLuca, Community Development addressed the council on a potential subdivision.

Matthew Mannix commented that he was not interested in selling the property at all as it was an asset to the town. Christopher Wilkens also commented he had some reservations and suggested to continue the matter to the next meeting in order to review or do some research.

Michael DiCicco, Public Works Director also remarked that the Westmorland Street property was at its max and if the department could no longer use the property for storage he had a concern.

Christopher Wilkens moved, Raymond Ranaldi seconded and it is unanimously so voted to CONTINUE the MOTION to DIRECT the Town Manager to prepare and advertise a request for proposals for a Phase II Environmental Site Assessment for 45 Avise Street.

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

**21. A MOTION to SCHEDULE a Performance Review of the Town Manager.**

The Town Council reviewed the individuals appointed to the positions of Town Solicitor, Municipal Court Judge, Municipal Magistrate and Probate Judge in early 2015. The 2014-2016 council has not yet conducted a formal review of the Town Manager.

Therefore, prior to the annual reviews that the council plans to conduct with the other appointed officials, it is important for the council to review the Town Manager.

Suggested date and time: December 14 at 6:30 pm

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to SCHEDULE the Performance Review of the Town Manager to January 11, 2016 @ 6:30 p.m.

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

**22. A MOTION to APPOINT/ REAPPOINT individuals to the Recreation**

**Advisory Board for a three-year term to expire on November 1, 2018.**

The Recreation Advisory Board has four seats available for reappointment. Keith B. Kyle, Winters B. Hames, Richard M. Lema, and Roxann Pereira have requested reappointment. There is one application on file from Walter Jay Winter. The following indicates the original board appointment dates and expiration dates.

<b>Name</b>	<b>Appointed</b>	<b>Expiration Date</b>
<b>Keith B. Kyle</b>	<b>12/3/2012</b>	<b>11/1/2015</b>
<b>Winters B. Hames</b>	<b>1/7/2013</b>	<b>11/1/2015</b>
<b>Richard M. Lema</b>	<b>12/17/2012</b>	<b>11/1/2015</b>
<b>Roxann Pereira</b>	<b>12/3/2012</b>	<b>11/1/2015</b>

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.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to REAPPOINT Keith B. Kyle, Winters B. Hames, Richard M. Lema, Roxann Pereira to the Recreation Advisory Board for a three-year term to expire on November 1, 2018.

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

**23. A MOTION to APPOINT/REAPPOINT one individual to the Towers Committee for a two-year term to expire on August 1, 2017, and one individual to fill an unexpired term expiring on August 1, 2016.**

This item was withdrawn from the Agenda.

**24. A MOTION to DIRECT the Town Clerk to advertise the fact that the Town Council is considering increasing the number of authorized liquor licenses.**

As in accordance with the Town's Liquor License Rules & Regulations, direction is needed from the Town Council on whether to advertise to consider increasing the number of alcoholic beverage licenses in town. Article IX – NUMBER OF ALCOHOLIC BEVERAGE LICENSES states as follows:

B. Annually, in the month of February, the Town Council may, in its discretion, vote to increase the number of authorized licenses in any class so as to give interested persons the opportunity to apply for an alcoholic beverage license. If the Town Council decides to consider increasing the number of authorized licenses, it shall in the month of December direct the Town Clerk to advertise in the first week of January the fact that the Town Council is considering increasing the number of authorized licenses. The notice shall require all interested parties to submit an application and all of the material required under Section I hereof not later than February 10.

Christopher Wilkens moved, Susan Cicilline-Buonanno seconded and it is unanimously so voted to DIRECT the Town Clerk to advertise the fact that the Town Council is considering increasing the number of authorized liquor licenses.

Resident Stanley Wojciechowski speaks.

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

**25. A MOTION to CANCEL the Town Council Meeting scheduled for Monday, December 21, 2015.**

The next Town Council Meeting is scheduled to be held four days before Christmas. To provide a small break for the council members and town staff, Council President Mannix requested that the council cancel the December 21, 2015 meeting.

No public hearings are scheduled for December 21 and there had been several long meetings and work sessions over the past few months and he believed a break was in order.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to CANCEL the Town Council Meeting scheduled for Monday, December 21, 2015.

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

**26. A MOTION to APPROVE the Town Council meeting schedule for 2016.**

**APPROVED (5/0)**

The Town Council holds its regular meetings on the first and third Mondays of each month at 7:30 p.m. However, due to the observance of Monday Holidays the council will meet on 3 Tuesdays in 2016, January 19, 2016, February 16, 2016 and September 6, 2016. Due to the Presidential Election scheduled for Tuesday, November 8, 2016, it has been suggested not to hold a council meeting on the first Monday in November.

Cicilline-Buonanno, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE the Town Council meeting schedule for 2016.

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

**TOWN OF NARRAGANSETT  
TOWN COUNCIL MEETING SCHEDULE 2016**

January 4	July 5 (Tuesday)
January 19 (Tuesday)	July 18
February 1	August 1
February 16 (Tuesday)	August 15
March 7	September 6 (Tuesday)
March 21	September 19
April 4	October 3
April 18	October 17
May 2	No Meeting for 1 <sup>st</sup> Monday in November
May 16	November 21
June 6	December 5
June 20	December 19

**EXECUTIVE SESSION:**

A MOTION TO RETIRE to Executive Session of the Town Council at the end of the December 7, 2015 town council meeting in accordance with RI General Laws 42-46-4 to discuss collective bargaining (Local 1589 –International Association of Fire Fighters AFL-CIO-CLC) and Senior Management Team as in accordance with 42-46-5 (a) (2) and discuss to appoint Dawson T. Hodgson, Town Solicitor as Clerk Pro Tem.

Roll Call vote was taken as follows:

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

**ADJOURNMENT:**

The council retires to executive session at 10:45 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>



38 Washington Square  
Newport, RI 02840  
[www.ktpadvisors.com](http://www.ktpadvisors.com)



Neil Smith  
Vice President, Business Development & Marketing

Nicole Allen  
Director of Client Services

Kate Beebe  
Key Account Relationship Manager



Prepared for:  
Town Council  
December 7, 2015

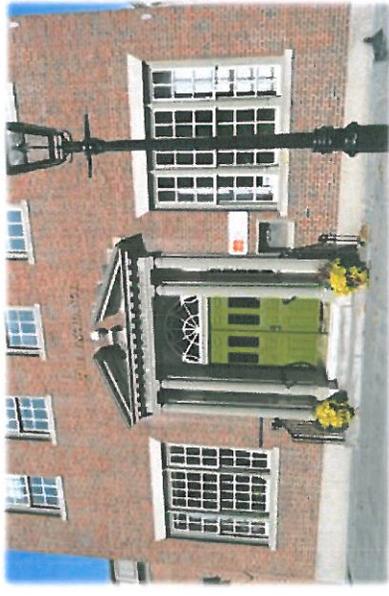
## Meet KTP

KEEPING THE  
**PROMISE**

- ❖ Specialists in retiree health benefit plan design and Other Post-Employment Benefit (OPEB) liability reduction strategies since 2002
- ❖ Extensive experience in corporate and public finance and risk management with a passion for retiree health benefits
- ❖ Recognized thought leader in retiree health benefits by the media, colleagues, and our clients

### Our clients:

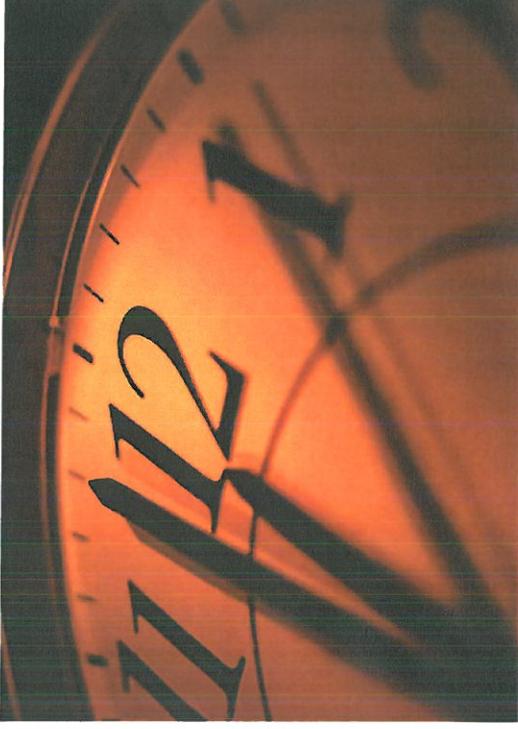
- Municipalities, including Greenfield and Brockton, Massachusetts
- Corporations, such as Brunswick Corp., Olin Corp., and Fidelity National Financial
- Non-profits, such as Stanford University Medical Center
- Taft-Hartley trust funds, including the International Union of Painters and Allied Trades District Council 21



KTP Headquarters in historic Newport, Rhode Island



**The KTP Way:** Because retiree benefits are our core competency, our goal is simple — to provide the same or better retiree health benefits at the lowest price. We provide solutions based on specific areas of product **expertise**, including:



- **Injecting competition** between incumbent insurers or health plans and national carriers that specialize in Medicare Supplement plans produces the best plans at the lowest price without changing benefits, local providers, or increasing retiree premiums
- **Maximizing the financial value** of federal programs and subsidies, like the Employer Group Waiver Plan over the more commonly used Retiree Drug Subsidy
- **Fully insuring** both medical and pharmacy benefits shifts the financial risk of large claims (e.g., specialty drugs, transplants, etc.) from the plan sponsor to the carrier, and eliminates administrative costs and the need for stop-loss insurance or a reserve fund
- Taking an **active role** in managing your retiree benefits plans includes regularly putting renewals out to bid
- **Aggressively monitoring and leveraging** changes in federal subsidies and health care legislation help our clients stay ahead of and benefit from those changes

KEEPING THE PROMISE

EXPERTISE

# KTP Advisors - Clients Results

*Trends well below national averages...*

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**PROMISE**

## Average annual premium growth:

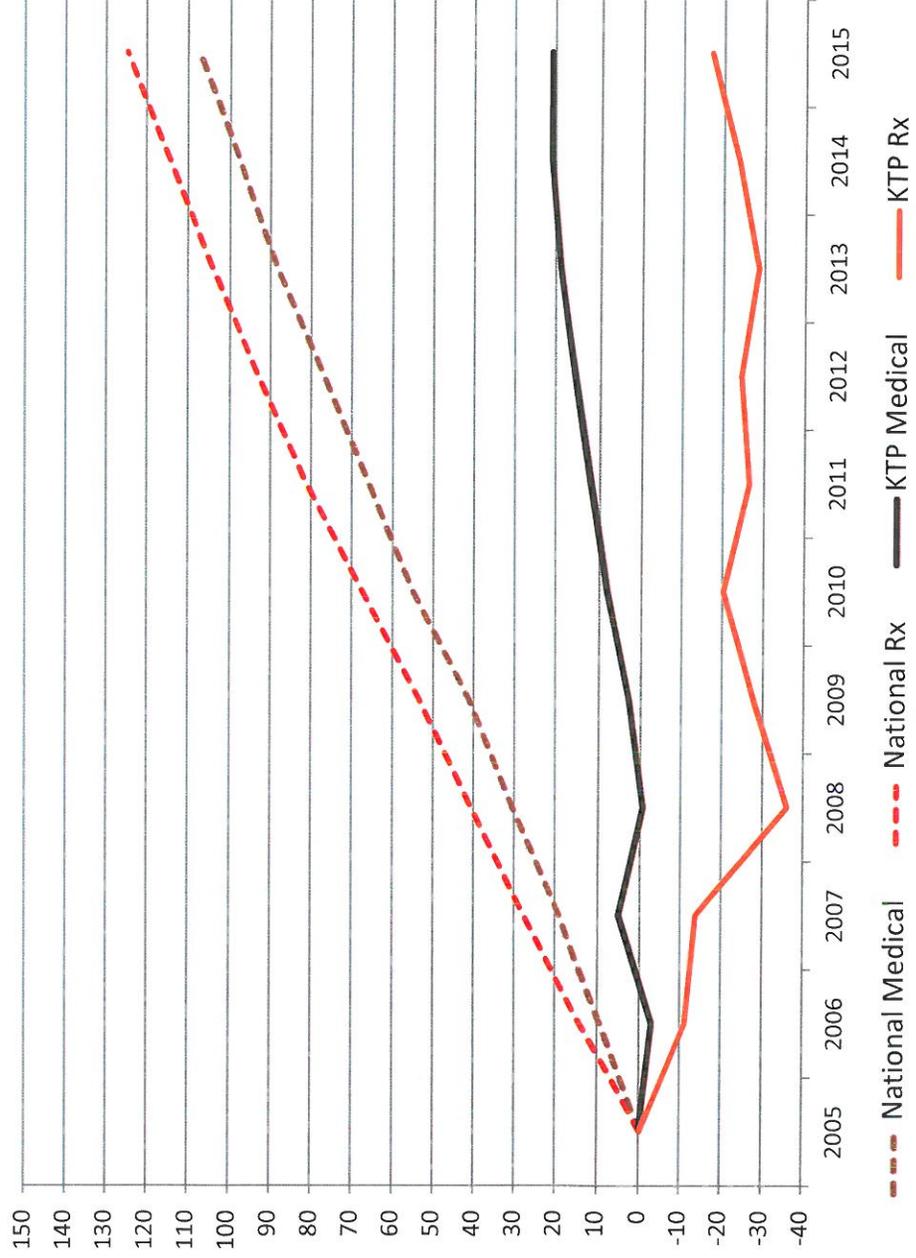
### National Trend - Annually

- ✗ Medical ↑ 9.8%
- ✗ Prescription drug ↑ 9.1%

### KTP Client Cost Trend - Annually

- ★ Medical ↑ 2.7%
- ★ Prescription drug ↓ -1.6%

National Retiree Healthcare Cost Trend vs. KTP Client Cost Trend



At the core of what we do is an unwavering commitment to lowering benefit costs for our clients and their Medicare retirees, *without reducing benefits or increasing retiree cost.*

Figures include all KTP Medicare plan clients, not just the best performing plans.

# Big Savings for Greenfield, MA and Retirees

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**PROMISE**

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Total Premium for Medicare Eligible Retirees	\$422.85	\$317.07	\$273.00	\$290.00	\$307.00	\$325.00	\$332.00	\$330.00	\$337.00	\$337.00	\$349.00
Percent Change	N/A	-25.0%	-13.9%	6.2%	5.9%	5.9%	2.2%	-0.6%	2.1%	0.0%	3.6%

- Greenfield implemented this strategy a decade ago. Since then, Greenfield's average renewal rate has been **2.6%, while maintaining the same or better benefits.**

## Case Summary

**Situation** – In 2005, city faced large budget deficit, strict state regulations on benefits, and impending GASB 45 requirements  
**Result** – KTP negotiated 1.2% rate decrease on current plan for the remainder of 2005 (compared with the carrier's proposed 32% rate increase). With officials seeking additional savings, KTP's 2006 plan design raised retirees' Rx deductible and replaced the co-pay with co-insurance, while also leveraging the financial advantages of the Employer Group Waiver Plans (EGWPs) subsidy. Those changes decreased the 2006 rate by 25%. Pleased with the large savings, town officials chose to eliminate all of the deductibles, add a four-tier Rx structure and more comprehensive formulary, and improve customer service in the new 2007 plan. Following a competitive national RFP process, KTP negotiated a 13.9% decrease below the 2006 rate.

# Town of Narragansett – Preliminary Quote

## Health Benefits for Medicare-Eligible Retirees Only

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**PROMISE**

### Projected Rates for Existing Retiree Plans (7/1/16 - 12/31/17)

Member Count	Projected 2016 Rate Per Member Per Month <sup>1</sup>	Rate Per Member For 6 Months	Projected 2017		Projected 18 Month Aggregate Cost for Existing Plans
			Rate Per Member Per Month <sup>2</sup>	Rate Per Member For 12 Months	
20	\$761.38	\$4,568.28	\$784.22	\$9,410.62	\$279,577.56
38	\$443.19	\$2,659.12	\$456.48	\$5,477.78	\$309,202.01
1	\$179.49	\$1,076.94	\$184.87	\$2,218.50	\$3,295.44
32	\$696.21	\$4,177.25	\$717.09	\$8,605.13	\$409,036.12
8	\$1,012.11	\$6,072.66	\$1,042.47	\$12,509.67	\$148,658.60
99					\$1,149,769.73

Classic Blue  
 Group Plan 65 w/Major Medical  
 Group Plan 65  
 Healthmate  
 United  
 7/1/16 - 12/31/17 Total Projected Plan Cost

### KTP Preliminary Quote (7/1/16 - 12/31/17)

Member Count	2016 Rate Per Member Per Month	Rate Per Member For 6 Months	2017 Rate Per Member Per Month <sup>4</sup>	Rate Per Member For 12 Months	Projected 18 Month Aggregate Cost for Proposed Plans
99	\$187.00	\$1,122.00	\$187.00	\$2,244.00	\$333,234.00
91	\$165.00	\$990.00	\$178.20	\$2,138.40	\$284,684.40
8	\$245.00	\$1,470.00	\$264.60	\$3,175.20	\$37,161.60
99					\$655,080.00

Medical (Plan F)  
 Part D Prescription Coverage (\$0,\$10,\$40,\$70,\$70)  
 Part D Prescription Coverage (\$2,\$2,\$15,\$35,\$35)  
 7/1/16 - 12/31/17 Total Proposed Plan Cost

### Projected Total Cost for Existing Retiree Plans (7/1/16 - 12/31/17)

Projected Plan Cost	Part B Premium Reimbursement <sup>3</sup>	Part B Late Enrollment Penalties	Total 18 Month Projected Cost for Existing Plans
\$1,149,769.73	\$50,981.40	N/A	\$1,200,751.13

### Projected Total Cost for Proposed Retiree Plans (7/1/16 - 12/31/17)

Projected Plan Cost	Part B Premium Reimbursement <sup>4</sup>	Part B Late Enrollment Penalties <sup>5</sup>	Total 18 Month Projected Cost for Existing Plans
\$655,080.00	\$182,525.40	\$130,500.00	\$968,105.40

### Town Savings Analysis

Existing Plans Projected 18 Month Total Cost	Proposed Plans Projected 18 Month Total Cost	Total Savings for 18 Months	Town Monthly Savings	Town Monthly Savings PMPM
\$1,200,751	\$968,105	\$232,646	\$12,925	\$131

<sup>1</sup>FY 2016 rates trended at 6% to forecast costs for 7/1/16 - 6/30/17

<sup>2</sup>Projected 2016 rates trended at 3% to estimate second half of 2017 costs

<sup>3</sup>Town is currently reimbursing 27 members \$104.90 monthly

<sup>4</sup>KTP 2016 Part D rates trended at 8% to forecast costs for 2017

<sup>5</sup>Existing reimbursement amount plus 60 additional members at \$121.80 each month

<sup>6</sup>Town has estimated a total late enrollment penalty of approximately \$7,250 per month for the 18 month period

## Medicare Penalties

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### **Enrollment in Part A**

If retiree does not enroll in Part A when first eligible the premium may be 10% higher for twice the number of years that she/he did not sign up.

### **Enrollment in Part B**

If retiree does not enroll in Part B when first eligible and did not have any comparable health insurance coverage or had a lapse in coverage, she/he will pay the Part B Late Enrollment Penalty. The penalty is 10% of the Part B premium for every 12-month period that she/he could have had Part B, but did not sign up. The penalty has no sunset provision.

### **Enrollment in Part D**

If retiree does not enroll in a Part D plan during 63 days following the initial enrollment period and she/he did not have other credible prescription drug coverage when the retiree enrolled in a Part D plan, the plan premium will rise 1% for every month that she/he did not have coverage. This penalty applies as long as the retiree has Medicare prescription drug coverage.



## Who is United America?

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**PROMISE**



### Company Overview:

- ✓ UA was founded in 1947, and is headquartered in McKinney, Texas.
- ✓ UA has been committed to the senior market since Medicare was introduced in 1966. UA is one of the nation's leading insurers of Medicare Supplement plans and has been a Part D provider since Part D was enacted in 2006.
- ✓ For 36 consecutive years UA has earned the A+ Financial Strength Rating from A.M. Best.
- ✓ Wholly owned subsidiary of Torchmark Corp, which trades on the NYSE:TMK and has total assets in excess of \$17.2B (12/31/12).

# Plan Comparison – Classic Blue (No Vision) vs. KTP

KEEPING THE PROMISE

Presented on: October 29, 2015

	Classic Blue w/out Vision*	KTP Plan
<b>Plan Deductible</b>	<b>Retiree Pays</b> \$100	<b>Retiree Pays</b> \$0
<b>Part A – Hospital Care</b>	<b>Part A – Hospital Care</b>	<b>Part A – Hospital Care</b>
Deductible (2015 - \$1,260)	Member pays \$0	Member pays \$0
Inpatient co-pay if admitted	Member pays \$0	Member pays \$0
Days 1-60:	Member pays \$0	Member pays \$0
Days 61-90:	Member pays \$0	Member pays \$0
Days 91 and after:	Member pays \$0	Member pays \$0
After Lifetime Reserve Days Exhausted:	Member pays \$0	Member pays \$0 for additional 365 days of coverage
<b>Skilled Nursing Facility</b>	<b>Skilled Nursing Facility</b>	<b>Skilled Nursing Facility</b>
Days 1-20	Member pays \$0	Member pays \$0
Days 21-100:	Member pays \$0	Member pays \$0
Days 101 and Beyond:	Custodial Care is not covered	Member pays 100%
<b>Part B</b>	<b>Part B</b>	<b>Part B</b>
Deductible (2015 - \$147)	Member pays \$0	Member pays \$0
Physician, Outpatient Hospital or Other Professional Provider Services	Member pays 20%	Member pays \$0
Diagnostic Tests / X-rays & Outpatient Radiation Therapy	Member pays \$0	Member pays \$0
Emergency Room	Member pays \$25	Member pays \$0
Ambulance Services	Member pays \$50	Member pays \$0
Home Health Care	Member pays \$0	Member pays \$0
Hospice	Member pays \$0	Member pays \$0

GREEN = Improved benefit  
 BLUE = Unsure of Coverages



\* Assumptions made due to lack of plan details.

# Plan Comparison – Classic Blue (No Vision) vs. KTP

KEEPING THE  
**PROMISE**

Presented on: October 29, 2015

## Preventive Care

- Annual Physical
- Bone Mass
- Mammogram
- High Cost Imaging (MRI, CT, PET)
- Immunizations
- Colorectal
- Pap Smear / Pelvic
- Prostate Cancer Screening
- Durable Medical Equipment

## Classic Blue w/out Vision\*

### Preventive Care

- Member pays \$0

## KTP Plan

### Preventive Care

- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0 for Medicare approved
- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0

## Non-Medicare Covered Services

- Foreign Travel Emergency
- Private Duty Nursing

## Non-Medicare Covered Services

- Unsure of Coverages
- Unsure of Coverages

## Non-Medicare Covered Services

- Member pays \$250 then 20% and amounts over \$50,000 lifetime maximum
- Member pays 100%

## Acupuncture

- Member pays 100%
- Member pays \$0

## Mental Illness inpatient

- Member pays 20%
- Member pays 100%

## Mental Illness outpatient

- Member pays 100%
- Member pays \$0

## Hearing aids

- Member pays \$0
- Member pays \$0

## Medically Necessary Eye Surgery

- Member pays \$0 for days 1 - 90
- Member pays \$0

## Alcoholism & Drug Addiction Inpatient

- Member pays 100%
- Member pays \$0

## Alcoholism & Drug Addiction Outpatient

- Member pays \$0
- Member pays \$0 for medically necessary services

## Physical, speech, occupational and chiropractic manipulation therapy

- Member pays 100%
- Member pays \$10

GREEN = Improved benefit  
 BLUE = Unsure of Coverages



# Plan Comparison – Classic Blue (No Vision) vs. KTP

KEEPING THE  
**PROMISE**

Rx Plan Options	Classic Blue w/out Vision*	KTP Plan
<b><u>30 Days at Retail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$10.00
Preferred Brand	20% coinsurance per prescription	\$40.00
Non-Preferred Brand	20% coinsurance per prescription	\$70.00
Specialty	20% coinsurance per prescription	\$70.00
<b><u>90 Days at Retail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$20.00
Preferred Brand	20% coinsurance per prescription	\$80.00
Non-Preferred Brand	20% coinsurance per prescription	\$140.00
Specialty	20% coinsurance per prescription	\$140.00
<b><u>90 Days at Mail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$20.00
Preferred Brand	20% coinsurance per prescription	\$80.00
Non-Preferred Brand	20% coinsurance per prescription	\$140.00
Specialty	20% coinsurance per prescription	\$140.00

\*Assumptions made due to lack of plan details.

# Plan Comparison – Classic Blue with Vision vs. KTP

KEEPING THE PROMISE

Presented on: October 29, 2015

Classic Blue with Vision\*

KTP Plan

**Retiree Pays**

**Retiree Pays**

**Plan Deductible**

\$50

\$0

**Part A – Hospital Care**

**Part A – Hospital Care**

**Part A – Hospital Care**

Deductible (2015 - \$1,260)

Member pays \$0

Member pays \$0

Inpatient co-pay if admitted

Member pays \$0

Member pays \$0

Days 1-60:

Member pays \$0

Member pays \$0

Days 61-90:

Member pays \$0

Member pays \$0

Days 91 and after:

Member pays \$0

Member pays \$0

After Lifetime Reserve Days Exhausted:

Member pays \$0

Member pays \$0 for additional 365 days of coverage

**Skilled Nursing Facility**

**Skilled Nursing Facility**

**Skilled Nursing Facility**

Days 1-20

Member pays \$0

Member pays \$0

Days 21-100:

Member pays \$0

Member pays \$0

Days 101 and Beyond:

Custodial Care is not covered

Member pays 100%

**Part B**

**Part B**

**Part B**

Deductible (2015 - \$147)

Member pays \$0

Member pays \$0

Physician, Outpatient Hospital or Other Professional Provider Services

Member pays 20%

Member pays \$0

Diagnostic Tests / X-rays & Outpatient Radiation Therapy

Member pays \$0

Member pays \$0

Emergency Room

Member pays \$0

Member pays \$0

Ambulance Services

Member pays \$50

Member pays \$0

Home Health Care

Member pays \$0

Member pays \$0

Hospice

Member pays \$0

Member pays \$0

GREEN = Improved Benefit  
 BLUE = Unsure of Coverages

\*Assumptions made due to lack of plan details.

# Plan Comparison – Classic Blue with Vision vs. KTP

KEEPING THE PROMISE

Presented on: October 29, 2015

## Preventive Care

- Annual Physical
- Bone Mass
- Mammogram
- High Cost Imaging (MRI, CT, PET)
- Immunizations
- Colorectal
- Pap Smear / Pelvic
- Prostate Cancer Screening
- Durable Medical Equipment

## Classic Blue with Vision\*

### Preventive Care

- Member pays \$0

## KTP Plan

### Preventive Care

- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0 for Medicare approved
- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0

## Non-Medicare Covered Services

- Foreign Travel Emergency
- Private Duty Nursing
- Acupuncture
- Mental Illness inpatient
- Mental Illness outpatient
- Hearing aids
- Medically Necessary Eye Surgery
- Alcoholism & Drug Addiction Inpatient
- Alcoholism & Drug Addiction Outpatient
- Physical, speech, occupational and chiropractic manipulation therapy
- Eye Exam

## Non-Medicare Covered Services

- Unsure of Coverages
- Unsure of Coverages
- Member pays 100%
- Member pays \$0
- Member pays 20%
- Member pays 100%
- Member pays \$0
- Member pays \$0
- Member pays 20%
- Member pays 20%
- Member pays \$10

## Non-Medicare Covered Services

- Member pays \$250 then 20% and amounts over \$50,000 lifetime maximum
- Member pays 100%
- Member pays 0%
- Member pays \$0 for days 1 - 90
- Member pays \$0
- Member pays 100%
- Member pays \$0
- Member pays \$0 for days 1 - 90
- Member pays \$0
- Member pays \$0 for medically necessary services
- Member pays 100%

GREEN = Improved benefit  
 BLUE = Unsure of Coverages



\*Assumptions made due to lack of plan details.

# Plan Comparison – Classic Blue with Vision vs. KTP

KEEPING THE  
**PROMISE**

Rx Plan Options	Classic Blue w/out Vision*	KTP Plan
<b><u>30 Days at Retail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$10.00
Preferred Brand	20% coinsurance per prescription	\$40.00
Non-Preferred Brand	20% coinsurance per prescription	\$70.00
Specialty	20% coinsurance per prescription	\$70.00
<b><u>90 Days at Retail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$20.00
Preferred Brand	20% coinsurance per prescription	\$80.00
Non-Preferred Brand	20% coinsurance per prescription	\$140.00
Specialty	20% coinsurance per prescription	\$140.00
<b><u>90 Days at Mail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$20.00
Preferred Brand	20% coinsurance per prescription	\$80.00
Non-Preferred Brand	20% coinsurance per prescription	\$140.00
Specialty	20% coinsurance per prescription	\$140.00

\*Assumptions made due to lack of plan details.

# Plan Comparison – Group 65 with Major Med vs. KTP

KEEPING THE PROMISE

Presented on: October 29, 2015

**Group Plan 65 w/ Major Medical\***

**KTP Plan**

Retiree Pays  
\$50

Retiree Pays  
\$0

**Part A – Hospital Care**

**Part A – Hospital Care**

**Part A – Hospital Care**

Deductible (2015 - \$1,260)

Member pays \$0

Member pays \$0

Inpatient co-pay if admitted

Member pays \$0

Member pays \$0

Days 1-60:

Member pays \$0

Member pays \$0

Days 61-90:

Member pays \$0

Member pays \$0

Days 91 and after:

Member pays \$0

Member pays \$0

After Lifetime Reserve Days Exhausted:

Member pays \$0 for additional 365 days of coverage

Member pays \$0 for additional 365 days of coverage

**Skilled Nursing Facility**

**Skilled Nursing Facility**

**Skilled Nursing Facility**

Days 1-20

Member pays \$0

Member pays \$0

Days 21-100:

\$157.50 per day

Member pays \$0

Days 101 and Beyond:

Member pays 100%

Member pays 100%

**Part B**

**Part B**

**Part B**

Deductible (2015 - \$147)

Member pays \$0

Member pays \$0

Physician, Outpatient Hospital or Other Professional Provider Services

Member pays \$0

Member pays \$0

Diagnostic Tests / X-rays & Outpatient Radiation Therapy

Member pays \$0

Member pays \$0

Emergency Room

Member pays \$0

Member pays \$0

Ambulance Services

Member pays \$0

Member pays \$0

Home Health Care

Member pays \$0

Member pays \$0

Hospice

Member pays \$0

Member pays \$0

GREEN = Improved benefit  
 BLUE = Unsure of Coverages



\*Assumptions made due to lack of plan details.

# Plan Comparison – Group 65 with Major Med vs. KTP

KEEPING THE PROMISE

Presented on: October 29, 2015

## Preventive Care

- Annual Physical
- Bone Mass
- Mammogram
- High Cost Imaging (MRI, CT, PET)
- Immunizations
- Colorectal
- Pap Smear / Pelvic
- Prostate Cancer Screening
- Durable Medical Equipment

Group Plan 65 w/ Major Medical\*

## Preventive Care

- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0 for Medicare approved
- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0

KTP Plan

## Preventive Care

- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0 for Medicare approved
- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0

## Non-Medicare Covered Services

- Foreign Travel Emergency
- Private Duty Nursing
- Acupuncture
- Mental Illness inpatient
- Mental Illness outpatient
- Hearing aids
- Medically Necessary Eye Surgery
- Alcoholism & Drug Addiction Inpatient
- Alcoholism & Drug Addiction Outpatient
- Physical, speech, occupational and chiropractic manipulation therapy
- Eye Exam

## Non-Medicare Covered Services

- Member pays \$250 then 20% and amounts over \$50,000 lifetime maximum
- Member pays 100%
- Member pays \$0
- Member pays \$0 for days 1 - 90
- Member pays \$0
- Member pays 100%
- Member pays \$0
- Member pays \$0 for days 1 - 90
- Member pays \$0
- Member pays \$0
- Member pays \$10
- Member pays \$0 up to the maximum benefit of \$100 per calendar year.

## Non-Medicare Covered Services

- Member pays \$250 then 20% and amounts over \$50,000 lifetime maximum
- Member pays 100%
- Member pays \$0
- Member pays \$0 for days 1 - 90
- Member pays \$0
- Member pays 100%
- Member pays \$0
- Member pays \$0 for days 1 - 90
- Member pays \$0
- Member pays \$0
- Member pays 100%
- Member pays 100%

GREEN = Improved benefit  
 BLUE = Unsure of Coverages

Vision Hardware

Member pays \$0

Member pays \$0

Member pays 100%

Member pays 100%

\*Assumptions made due to lack of plan details.

# Plan Comparison – Group 65 with Major Med vs. KTP

KEEPING THE  
**PROMISE**

Rx Plan Options	Group Plan 65 w/ Major Medical*	KTP Plan
<b><u>30 Days at Retail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$10.00
Preferred Brand	20% coinsurance per prescription	\$40.00
Non-Preferred Brand	20% coinsurance per prescription	\$70.00
Specialty	20% coinsurance per prescription	\$70.00
<b><u>90 Days at Retail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$20.00
Preferred Brand	20% coinsurance per prescription	\$80.00
Non-Preferred Brand	20% coinsurance per prescription	\$140.00
Specialty	20% coinsurance per prescription	\$140.00
<b><u>90 Days at Mail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$20.00
Preferred Brand	20% coinsurance per prescription	\$80.00
Non-Preferred Brand	20% coinsurance per prescription	\$140.00
Specialty	N/A	\$140.00

\*Assumptions made due to lack of plan details.

# Plan Comparison – Healthmate vs. KTP

KEEPING THE PROMISE

Presented on: October 29, 2015

## Plan Deductible

### Part A – Hospital Care

Deductible (2015 - \$1,260)

Inpatient co-pay if admitted

Days 1-60:

Days 61-90:

Days 91 and after:

After Lifetime Reserve Days Exhausted:

### Skilled Nursing Facility

Days 1-20

Days 21-100:

Days 101 and Beyond:

### Part B

Deductible (2015 - \$147)

Physician, Outpatient Hospital or Other Professional Provider Services

Diagnostic Tests / X-rays & Outpatient Radiation Therapy

Emergency Room

Ambulance Services

Home Health Care

Hospice

## Healthmate\*

### Retiree Pays

\$0

### Part A – Hospital Care

Member pays \$0

### Skilled Nursing Facility

Member pays \$0

Member pays \$0

Custodial Care is not covered

### Part B

Member pays \$0

Member pays \$10

Member pays \$0

Member pays \$25

Member pays \$50

Member pays \$0

Member pays \$0

## KTP Plan

### Retiree Pays

\$0

### Part A – Hospital Care

Member pays \$0

Member pays \$0 for additional 365 days of coverage

### Skilled Nursing Facility

Member pays \$0

Member pays \$0

Member pays 100%

### Part B

Member pays \$0

GREEN = Improved Benefit  
 BLUE = Unsure of Coverages



\* Assumptions made due to lack of plan details.

# Plan Comparison – Healthmate vs. KTP

KEEPING THE PROMISE

Presented on: October 29, 2015

## Preventive Care

- Annual Physical
- Bone Mass
- Mammogram
- High Cost Imaging (MRI, CT, PET)
- Immunizations
- Colorectal
- Pap Smear / Pelvic
- Prostate Cancer Screening
- Durable Medical Equipment

## Healthmate\*

### Preventive Care

- Member pays \$0
- Member pays 20% coinsurance

## KTP Plan

### Preventive Care

- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0 for Medicare approved
- Member pays \$0
- Member pays \$0
- Member pays \$0
- Member pays \$0

## Non-Medicare Covered Services

- Foreign Travel Emergency
- Private Duty Nursing
- Acupuncture
- Mental illness inpatient
- Mental illness outpatient
- Hearing aids
- Medically Necessary Eye Surgery
- Alcoholism & Drug Addiction Inpatient
- Alcoholism & Drug Addiction Outpatient
- Physical, speech, occupational and chiropractic manipulation therapy
- Eye Exam

## Non-Medicare Covered Services

- Unsure of Coverages
- Unsure of Coverages
- Member pays 100%
- Member pays \$0
- Member pays \$10
- Member pays 100%
- Member pays \$0
- Member pays \$0
- Member pays \$10
- Member pays 20% coinsurance
- Member pays \$10

## Non-Medicare Covered Services

- Member pays \$250 then 20% and amounts over \$50,000 lifetime maximum
- Member pays 100%
- Member pays 0%
- Member pays \$0 for days 1 - 90
- Member pays \$0
- Member pays 100%
- Member pays \$0
- Member pays \$0 for days 1 - 90
- Member pays \$0
- Member pays \$0 for medically necessary services
- Member pays 100%

GREEN = Improved benefit  
 BLUE = Unsure of Coverages

\*Assumptions made due to lack of plan details.

# Plan Comparison – Healthmate vs. KTP

KEEPING THE  
**PROMISE**

Rx Plan Options	Classic Blue w/out Vision*	KTP Plan
<b><u>30 Days at Retail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$10.00
Preferred Brand	20% coinsurance per prescription	\$40.00
Non-Preferred Brand	20% coinsurance per prescription	\$70.00
Specialty	20% coinsurance per prescription	\$70.00
<b><u>90 Days at Retail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$20.00
Preferred Brand	20% coinsurance per prescription	\$80.00
Non-Preferred Brand	20% coinsurance per prescription	\$140.00
Specialty	20% coinsurance per prescription	\$140.00
<b><u>90 Days at Mail</u></b>		
Preferred Generic	20% coinsurance per prescription	\$0.00
Non-Preferred Generic	20% coinsurance per prescription	\$20.00
Preferred Brand	20% coinsurance per prescription	\$80.00
Non-Preferred Brand	20% coinsurance per prescription	\$140.00
Specialty	20% coinsurance per prescription	\$140.00

\* Assumptions made due to lack of plan details.

# Plan Comparison – United Healthcare vs. KTP

KEEPING THE PROMISE

Presented on: October 29, 2015

	United Healthcare*	KTP Plan
<b>Plan Deductible</b>	<b>Retiree Pays</b> \$0	<b>Retiree Pays</b> \$0
<b>Part A – Hospital Care</b>	<b>Part A – Hospital Care</b>	<b>Part A – Hospital Care</b>
Deductible (2015 - \$1,260)	Member pays \$0	Member pays \$0
Inpatient co-pay if admitted	Member pays \$0	Member pays \$0
Days 1-60:	Member pays \$0	Member pays \$0
Days 61-90:	Member pays \$0	Member pays \$0
Days 91 and after:	Member pays \$0	Member pays \$0
After Lifetime Reserve Days Exhausted:	Member pays \$0	Member pays \$0 for additional 365 days of coverage
<b>Skilled Nursing Facility</b>	<b>Skilled Nursing Facility</b>	<b>Skilled Nursing Facility</b>
Days 1-20	Member pays \$0	Member pays \$0
Days 21-100:	Limited to 60 days per calendar year (combined with inpatient rehabilitation).	Member pays \$0
Days 101 and Beyond:	Member pays 100%	Member pays 100%
<b>Part B</b>	<b>Part B</b>	<b>Part B</b>
Deductible (2015 - \$147)	Member pays \$0	Member pays \$0
Physician, Outpatient Hospital or Other Professional Provider Services	Member pays \$5	Member pays \$0
Diagnostic Tests / X-rays & Outpatient Radiation Therapy	Member pays \$0	Member pays \$0
Emergency Room	Member pays \$25	Member pays \$0
Ambulance Services	Member pays \$0	Member pays \$0
Home Health Care	Member pays \$0	Member pays \$0
Hospice	Member pays \$0	Member pays \$0

GREEN = Improved benefit  
 BLUE = Unsure of Coverages

\*Assumptions made due to lack of plan details.

# Plan Comparison – United Healthcare vs. KTP

KEEPING THE  
**PROMISE**

Presented on: October 29, 2015

## Preventive Care

Annual Physical  
 Bone Mass  
 Mammogram  
 High Cost Imaging (MRI, CT, PET)  
 Immunizations  
 Colorectal  
 Pap Smear / Pelvic  
 Prostate Cancer Screening  
 Durable Medical Equipment

## United Healthcare\*

### Preventive Care

Member pays \$0  
 Member pays \$0

## KTP Plan

### Preventive Care

Member pays \$0  
 Member pays \$0  
 Member pays \$0  
 Member pays \$0

Member pays \$0 for Medicare approved  
 Member pays \$0  
 Member pays \$0  
 Member pays \$0  
 Member pays \$0

## Non-Medicare Covered Services

Foreign Travel Emergency

Private Duty Nursing

Acupuncture

Mental Illness inpatient

Mental Illness outpatient

Hearing aids

Medically Necessary Eye Surgery

Alcoholism & Drug Addiction Inpatient

Alcoholism & Drug Addiction Outpatient

Physical, speech, occupational and chiropractic manipulation therapy

Eye Exam

## Non-Medicare Covered Services

Unsure of Coverages

Member pays 100%

Member pays 100%

Member pays \$0

Member pays \$5

Member pays 100%

Member pays \$0

Member pays \$0

Member pays \$5

Member pays \$5

Member pays \$5

## Non-Medicare Covered Services

Member pays \$250 then 20% and amounts over \$50,000 lifetime maximum

Member pays 100%

Member pays 0%

Member pays \$0 for days 1 - 90

Member pays \$0

Member pays 100%

Member pays \$0

Member pays \$0 for days 1 - 90

Member pays \$0

Member pays \$0 for medically necessary services

Member pays 100%

GREEN = Improved benefit  
 BLUE = Unsure of Coverages



\*Assumptions made due to lack of plan details.

# Plan Comparison – United Healthcare vs. KTP

KEEPING THE  
**PROMISE**

Rx Plan Options	United Healthcare*	KTP Plan
<b><u>30 Days at Retail</u></b>		
Preferred Generic	\$3.00	\$2.00
Non-Preferred Generic	\$3.00	\$2.00
Preferred Brand	\$3.00	\$15.00
Non-Preferred Brand	\$30.00	\$35.00
Specialty	\$30.00	\$35.00
<b><u>90 Days at Retail</u></b>		
Preferred Generic	\$6.00	\$4.00
Non-Preferred Generic	\$6.00	\$4.00
Preferred Brand	\$6.00	\$30.00
Non-Preferred Brand	\$30.00	\$70.00
Specialty	\$30.00	\$70.00
<b><u>90 Days at Mail</u></b>		
Preferred Generic	\$6.00	\$4.00
Non-Preferred Generic	\$6.00	\$4.00
Preferred Brand	\$6.00	\$30.00
Non-Preferred Brand	\$30.00	\$70.00
Specialty	\$30.00	\$70.00

\*Assumptions made due to lack of plan details.

## The Narragansett KTP Team

KEEPING THE  
**PROMISE**



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## Appendix



## Reducing Financial Risk – EGWP vs. RDS

KEEPING THE  
**PROMISE**

Drug Name	Most Common Indication	Days Supply	Plan Cost (1)	Course of Therapy (or) Annual Cost	MAX RDS SUBSIDY (2)	EGWP SUBSIDY (3)	EGWP SAVINGS OVER RDS
INCIVEK	HEPATITIS	28	\$16,796.41	\$50,389.23	\$1,758.40	\$35,797.38	\$34,038.98
REVLIMID	CANCER	21	\$8,101.07	\$97,212.84	\$1,758.40	\$73,256.27	\$71,497.87
SUTENT	CANCER	30	\$7,906.13	\$94,873.56	\$1,758.40	\$71,384.85	\$69,626.45
GLEEVEC	CANCER	30	\$6,010.14	\$72,121.68	\$1,758.40	\$53,183.34	\$51,424.94
HUMIRA	INFLAMMATORY CONDITIONS	28	\$5,937.62	\$71,251.44	\$1,758.40	\$52,487.15	\$50,728.75
ZYTIGA	CANCER	30	\$5,673.81	\$68,085.72	\$1,758.40	\$49,954.58	\$48,196.18
TOBI	INFECTIONS	28	\$5,353.17	\$32,119.02	\$1,758.40	\$21,181.22	\$19,422.82
TARCEVA	CANCER	30	\$4,890.07	\$58,680.84	\$1,758.40	\$42,430.67	\$40,672.27
VICTRELIS	HEPATITIS	28	\$4,537.20	\$49,909.20	\$1,758.40	\$35,413.36	\$33,654.96
XYREM	MISC SPECIALTY CONDITIONS	27	\$4,499.27	\$53,991.24	\$1,758.40	\$38,678.99	\$36,920.59
GILENYA	MULTIPLE SCLEROSIS	28	\$4,139.45	\$49,673.40	\$1,758.40	\$35,224.72	\$33,466.32
COPAXONE	MULTIPLE SCLEROSIS	30	\$4,115.77	\$49,389.24	\$1,758.40	\$34,997.39	\$33,238.99
SPRYCEL	CANCER	30	\$4,060.63	\$48,727.56	\$1,758.40	\$34,468.05	\$32,709.65
ENBREL	INFLAMMATORY CONDITIONS	28	\$3,727.06	\$44,724.72	\$1,758.40	\$31,265.78	\$29,507.38
REBIF	MULTIPLE SCLEROSIS	28	\$3,483.27	\$41,799.24	\$1,758.40	\$28,925.39	\$27,166.99
AVONEX	MULTIPLE SCLEROSIS	28	\$3,359.82	\$40,317.84	\$1,758.40	\$27,740.27	\$25,981.87
PEGASYS	HEPATITIS	28	\$2,531.33	\$30,375.96	\$1,758.40	\$19,786.77	\$18,028.37
PULMOZYME	RESPIRATORY CONDITIONS	30	\$2,323.81	\$27,885.72	\$1,758.40	\$17,794.58	\$16,036.18

(1) Actual Cost of individual Rx based on Number of Days Supply

(2) Max RDS Subsidy is 28% of the per retiree prescription costs between \$320 and \$6,600, this example assumes one retiree takes only this drug

(3) Base Subsidy plus 80% of per retiree prescription costs in excess of \$6,680

**Statement of Conflict of Interest  
pursuant to R.I. Gen. Laws § 36-14-6**

I Matthew M. Mannix, holding the position of

Town Councilman / Town Council President, hereby under oath depose and say:  
(job title or appointed/elected position and name of board/commission/agency/department)

1. A matter involving litigation (Almeida et al v. Booth - Wash. County Case No. 2015-0467)  
is presently before The Town Finance Dept, Tax Assessor and Tax Assessment Review Board  
(name of board/commission/agency/department)

2. I have the following interest in the matter noted in paragraph 1 above:

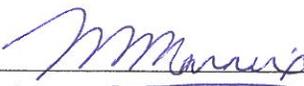
I have a family member who is a party in the litigation as a member of the plaintiff class.

3. [Please select one of the following]:

A. In compliance with R.I. Gen. Laws § 36-14-6(1), I hereby recuse from participating in the discussion of or taking official action relating to said matter. (This does not prohibit participation as a member of the public in an open meeting, pursuant to Commission Regulation 7003.)

B. In compliance with R.I. Gen. Laws § 36-14-6(1), I hereby state that despite the interest described above, I believe I am able to participate fairly, objectively and in the public interest regarding said matter for the following reasons:

Signed under the penalties of perjury this 7<sup>th</sup> day of December, 2015.

  
Signature

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC:** \_\_\_\_\_

**Amend No.** \_\_\_\_\_

**Date Prepared:** June 10, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Jeffry Ceasrine, Acting Town Manager

**FROM:** Michael DeLuca, Community Development Director

**SUBJECT:** Harbor Management Plan – Schedule Public Hearing

**RECOMMENDATION:**

That the Town Council SCHEDULES a PUBLIC HEARING on the draft Harbor Management Plan.

**SUMMARY:**

In accordance with Section 300.15 of the Rhode Island Coastal Resources Management Plan (RICMP), The Town is required to update its Harbor Management Plan, (the HMP), every 5 years. The Harbor Management Commission has been working on the preparation of a new Harbor Management Plan for the past 3+ years. In that time they have consulted with Coastal Resource Management Council staff and have received their preliminary approval.

The Harbor Management Plan is a comprehensive document which includes the Harbor Management Ordinance that promulgates rules and empowers the Harbormaster to enforce. The plan also includes a resource inventory, and an issue identification section.

Incorporated in the Plan is text of Chapter 82 (Waterways) of the Town Code of Ordinances, which is proposed for several revisions. Chapter 82, therefore, will also require a separate ordinance amendment in order to remain consistent the changes proposed in the updated Harbor Management Plan. The drafted Plan and associated ordinance was approved by the Harbor Management Commission on February 2, 2016.

The Rhode Island Coastal Resources Management Council recommends that each municipality's Town Council holds a Public Hearing to approve their Plan, and any associated changes to the Harbor Management Ordinance. The Commission and Staff requests the Town Council set aside one or more evenings to hold a public hearing on the Plan.

Staff suggests the hearing be held in late July or August to allow sufficient time for public notice.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC:** \_\_\_\_\_

**Amend No.** \_\_\_\_\_

**Date Prepared:** June 13, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Honorable Town Council

**FROM:** Matthew M. Mannix, Council Member

**SUBJECT:** A MOTION to SCHEDULE a public hearing/work session/public forum regarding the Comprehensive Plan.

**RECOMMENDATION:**

That the Town Council schedule a meeting at which it further explores the Comprehensive Plan. We are currently at the public hearing stage of the process. However, at our last public hearing on the topic, one of the leaders of the Narragansett Pier Residents Association suggested that the council hold meetings with specific groups to identify their specific concerns and then communicate those concerns to the council.

This process takes place once a decade so there is no pre-determined path for addressing the Comprehensive Plan. Certain issues in the Comprehensive Plan have generated more controversy than others and it may be helpful to identify those issues up-front to provide more structure to the Comprehensive Plan review process.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC:** \_\_\_\_\_

**Amend No.** \_\_\_\_\_

**Date Prepared:** June 15, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Honorable Town Council

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

**SUBJECT:** CDBG Residential Home Repair Grant Program

**RECOMMENDATION:**

That the Town Council holds a Public Hearing to consider an amendment to the CDBG Program Income Funds Account designated for Residential Home Repairs to expand the scope to include municipal senior citizens center facilities.

**SUMMARY:**

The Town of Narragansett has unexpended funds in its CDBG Residential Home Repair Grant Program (Program Income funds), which is currently limited to residential home repairs for eligible applicants within the Town of Narragansett. The Town of South Kingstown was awarded CDBG funds for improvements and repairs to their Senior Center Annex (Tetreault Building) and during the course of the work, unexpected electrical repairs and upgrades were identified (at an approximate value of \$20,000). The South Kingstown CDBG grant is not sufficient to cover this shortfall, and it has been suggested that we appropriate, or re-assign monies from our CDBG Residential Home Repair Grant Program (Program Income funds account) to assist them. Approximately 30% of the users of that South Kingstown facility are from Narragansett, and we believe that the State will find the use of Program Income from Narragansett's grant allowable, subject to Narragansett amending the scope of said grant. A Public Hearing and then an application are required to do this, and we would ask that this be scheduled accordingly for 8:00 PM at the June 20, 2016 at 8:00 PM Council meeting, so as to allow for the renovation project to proceed without unnecessary delay. As noted, our suggestion will be to amend the program to include "municipal senior citizens facilities" in addition to the residential category. It should also be noted that South Kingstown and Narragansett both use The Community Development Consortium (Geoff Marchant) to administer their respective CDBG grant programs. Mr. Marchant will attend the Public Hearing to further explain this request. We believe that the South Kingstown Senior Facility is an important inter-municipal service and subsequently that this request should be accommodated.

**ATTACHMENT:**

1. Advertisement
2. Memorandum – South Kingstown Leisure Services Director

**PUBLIC NOTICE**  
**TOWN OF NARRAGANSETT**  
Amendment to use of Program Income funds

The Town of Narragansett has approximately \$160,000 in federal funds on hand in Program Income from the making of Housing Rehabilitation loans in the past. Program Income is money received by the Town for loan repayment from borrowers for the original purpose of repairing their homes and it retains its federal identity. Narragansett has received a request from the Town of South Kingstown to use approximately \$20,000 of these funds to support repairs to the Senior Center Annex (Tetreault) building in South Kingstown. 30% of the persons using this facility are residents of the Town of Narragansett. The Annex received \$127,017 in Program Year '15 Community Development Block Grant (CDBG) funds which were sufficient to meet bid for the planned improvements. During the renovation however, deficiencies in the electrical system were discovered which must be repaired before the Annex can be returned to service. The Town of Narragansett is considering this request which, as a change of use to the original purpose, must be approved by the State of Rhode Island, Commerce Secretary, Office of Housing & Community Development. The Town of Narragansett is also considering expanding this request to include the Narragansett Senior/Community Facility.

A Public Hearing will be held during the Town Council meeting of 20 June, 2016 at 8:00 pm to consider this amendment of use. The public is invited to attend and comment or interested persons may submit comment in writing prior to the Hearing to Jeffrey Ceasrine, Acting Town Manager at Narragansett Town Hall, 25 Fifth Avenue, Narragansett RI 02882 or via email to [jceasrine@narragansettri.gov](mailto:jceasrine@narragansettri.gov)

Jeffrey Ceasrine, Acting Town Manager



To: Stephen A. Alfred, Town Manager  
From: Theresa L. Murphy, Leisure Services Director  
Date: June 2, 2016  
Re: Senior Center Annex Rehab Project  
Cc: Douglas McClean, Senior Planner  
Geoffrey Marchant, Director, Community Development Consortium

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As you are aware, planned rehabilitation of the Senior Center Annex located at 35 St. Dominic Road in South Kingstown is currently in progress. The project is being funded through a Community Development Block Grant in the amount of \$127,017. During the recent demolition work which included complete removal of the sheetrock ceiling, the existing electrical wiring was identified by the building official as not meeting the current building code. Based on the existing conditions and necessary upgrades, the projected cost of this additional work is between \$20,000 and \$30,000.

### **Senior Center Annex Background**

In 1996 the Town of South Kingstown assumed responsibility for the operation of the Larry Tetreault Senior Center and purchased the building and surrounding land from the Diocese of Providence. The facility originally housed the Town's first congregate senior meal site and activity center for senior citizens in South Kingstown, Narragansett, and neighboring communities. Following construction of a new Senior Center facility in 2000, the Larry Tetreault Senior Center became the Tetreault Senior Center Annex. Its primary function is for expanded senior center activities and other services for the growing elderly population primarily serving South Kingstown and Narragansett residents. The building currently houses several different services and activities including an emergency food assistance program, a volunteer quilting workshop, senior arts and crafts programs and a gift shop. In 2007 the Town replaced the roof of the Annex and made some cosmetic improvements to the interior as the first phase of restoring and upgrading the facility. The exterior of the building has been in need of rehabilitation in order to maintain a safe, comfortable and energy efficient environment for the participants of the Senior Center and partnering agencies. When the opportunity arose for CDBG funding support, an application to fund the rehab was submitted and approved.

With the ever-expanding senior population and increased needs of the elderly community the Town plans to continue utilization of the facility for senior enrichment programs and services that benefit the older adult and disabled population. In addition to the partnerships with local organizations for the use of the Annex, the Senior Center arts and crafts programs will continue to be housed in the

Annex. Knitting, ceramics, woodworking, quilting, painting, and craft programs for seniors take place on a weekly basis.

Future planned use of the building, after renovations, will include additional arts and “do it yourself” programs and workshops; as well as space for small group meetings and activities that the main Center cannot accommodate. The facility will also be utilized for intergenerational programs in conjunction with the neighboring Broad Rock Middle School and Recreation Department. The building is an integral part of the overall Senior Center program.

### **Facility Rehabilitation Project**

Items included in the rehab project that is currently underway, are as follows:

1. replacement of all exterior windows, window jams and frames
2. replacement of the entrance door
3. replacement of the sheet rock ceiling
4. replacement of exterior shingles

The required electrical upgrades are necessary in order to re-open the facility for use. This was an unexpected additional expense, and the current Senior Services CIP does not have funding allocated to absorb it. The Department requests consideration of additional CDBG support in order to complete the building rehab and re-open the facility to serve senior participants who are primarily low to moderate income population.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC:** \_\_\_\_\_

**Amend No.** \_\_\_\_\_

**Date Prepared:** June 15, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Jeffrey Ceasrine, Acting Town Manager

**FROM:** Anne M. Irons, CMC - Town Clerk

**SUBJECT:** A Public Hearing - a Class BV-LIMITED Liquor License from the Bed and Bistro, Inc. Michael Maxon, President, 83 Narragansett Avenue, Plat C, Lot 344B, Narragansett, RI.

**RECOMMENDATION:**

That the Town Council HOLDS a PUBLIC HEARING on the application for a new liquor license for a Class BV-LIMITED Liquor License from the Bed and Bistro, Inc. Michael Maxon, President, 83 Narragansett Avenue, Plat C, Lot 344B, Narragansett, RI.

**SUMMARY:**

The Bed & Bistro currently holds a Rooming House License and now has applied for a new BV Limited Liquor License. A BV Limited Liquor license will allow the serving of beer and wine to the customers of the restaurant in the establishment. The public hearing was advertised and the abutters within 200 feet of any point of the premises were notified by the applicant, Michael Maxon.

On April 21, 2016 the applicant received approval by the Board and submitted an application for a Class BV Limited Alcoholic Beverage License.

The conditions placed by the Zoning Board of Review are listed as follows:

1. That the food service will end at 9 p.m. and the service of beer and wine will end at 10 p.m.
2. That the project complies with all Rhode Island State Building Code standards and all local building code requirements.

According to the State of Rhode Island Department of Business Regulations Rule 5 Class B (Victualer, Tavern) License – Retail

(c) Pursuant to RIGL§ 3-1-1, a Class B licensee is defined as “Any shop or place where a substantial part of the business is the furnishing of food and consumption at the place where it is furnished.

In order to comply with the foregoing provision, the licensee must offer to the public in conjunction with the sale of alcoholic beverages, the opportunity to purchase and consume food to be served on the premises in the same area designated for the sale and consumption of alcoholic beverages. These foods must be offered for sale during **all** times that alcoholic beverages are sold and consumed on the licensed premises.

Bed and Bistro, 83 Narragansett Avenue, Plat C, Lot 344B, Narragansett, RI.  
June 20, 2016  
Page Two

- (e) Licensees shall be presumed to meet the requirements of this provision by offering food at a sandwich level, as opposed to offering solely snack foods including but not limited to potato chips, pretzels, pickled eggs, pizza strips, stuffies and crackers and cheese.

**ATTACHMENTS:**

1. Advertisement
2. Letter with application
3. Decision – Special Use Permit



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

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

**Michael Maxon  
The Bed & Bistro Inc.  
83 Narragansett Avenue  
Plat C, Lot 344B  
Narragansett, RI**

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

The above-named application will be in order for hearing at **8:00 P.M., MONDAY, June 20, 2016** at the Narragansett Town Hall, 25 Fifth Avenue, at which time and place all persons so desiring may be heard.

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

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



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

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

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

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

Michael Maxon, owner  
The Bed and Bistro  
83 Narragansett Ave  
Narragansett, RI 02882  
401-284-3535  
Crazyburger1@cox.net

'16 MAY 6 PM 1:58

05/05/16

To Whom it May Concern:

I am writing to have my application for a class b liquor license approved by the town council. We have taken the steps to acquire a special use permit from the zoning board, complete the application for license, and to fulfill all of the other requirements needed for approval by your council.

Thank you for your prompt attention to this matter and I look forward to answering any questions you may still have towards expediting approval of the license.

Sincerely,

A handwritten signature in black ink, appearing to be 'M Maxon', with a long horizontal stroke extending to the right.

Michael Maxon, owner  
The Bed and Bistro

Enclosure

due 2-11-16

STATE OF RHODE ISLAND

NARRAGANSETT

BOARD OF LICENSING COMMISSIONERS  
APPLICATION FOR LICENSE BY CORPORATION

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

DATE: 5-4-16

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

NAME OF BUSINESS The Bed and Bistro

1. NAME OF APPLICANT Michael Maxon

2. STATE -- INCORPORATED RHODE ISLAND

3. DATE INCORPORATED 8-15

4. ADDRESS OF PREMISES 83 Narr. Ave Narr. RI 02882

PLAT AND LOT Plat C Lot 344 B

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

PRESIDENT: Michael G Maxon (Gerard)  
DOB: 2-24-61 SOCIAL SECURITY #: [REDACTED]

39 Hazard Ave  
Wakefield RI  
02879

VICE PRESIDENT: \_\_\_\_\_  
DOB: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

SECRETARY: \_\_\_\_\_  
DOB: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

TREASURER: \_\_\_\_\_  
DOB: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. CLASSES OF ALL STOCK:

(A) AMOUNT OF EACH AUTHORIZED 100 STK  
(B) AMOUNT OF EACH ISSUED 100

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

12. IS PROPERTY LEASED? yes

13. GIVE NAME AND ADDRESS OF MORTGAGOR OR LESSOR AND AMOUNT OR EXTENT  
JJP Properties 33 Carver Lane Narr RI 0288

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

IF DUI, DID THE INCIDENT RESULT IN PROPERTY DAMAGE OF

LOSS OF LIFE? YES \_\_\_\_\_ NO —

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

16. IS ANY OTHER BUSINESS TO BE CARRIED ON IN PREMISES? IF YES, EXPLAIN  
Restaurant and an INN

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

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

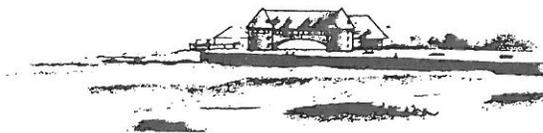
19. IS APPLICANT THE OWNER OR OPERATOR OF ANY OTHER BUSINESS? IF YES, EXPLAIN  
yes Crazy Burger.

20. STATE AMOUNT OF CAPITAL INVESTED IN BUSINESS \$200,000

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

[Signature]  
APPLICANT

\_\_\_\_\_  
CORPORATE SEAL



**TOWN OF NARRAGANSETT**

Town Hall • 25 Fifth Avenue • Narragansett, RI 02882  
Tel. (401)782-0603 Fax (401)783-9637

Date 5-4-16

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

ONE small bar in living room

0  
0  
0  
0  
0  
0



BUSINESS NAME: The Bed and Bistro

SIGNATURE: [Handwritten Signature]

Town of Narragansett  
MISCELLANEOUS LICENSE APPLICATION

The Bed and Bistro

Trade name

Michael Maxon

Owner's name

83 Narr Ave

Company address (line 1)

Mailing address (line 1)

Narr. RI 02882

Company address (line 2)

Mailing address (line 2)

401-284-3535

Company telephone #

401-996-3731

Owner's telephone #

Enter: Plat C Lot(s)# 344B

TYPE(S) OF LICENSE:

VICTUALLING LICENSE

FEE:

50.00

\$

\$

\$

Signature: 

Date: 5-4-16



ANSWER ONLY IF APPLICABLE:

Food Dispenser/Victualer

Type of Operation: \_\_\_\_\_

Food Source(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seating capacity: \_\_\_\_\_

# of dining rooms: \_\_\_\_\_

# of kitchens: \_\_\_\_\_

# of meals served daily: \_\_\_\_\_

# THE BISTRO

## SMALL PLATES:

**BISTRO FRITTO MISTO: (GF)** Shrimp, Calamari and Cod tossed with roasted reds and fennel in cherry pepper aioli. \$13.95

**OYSTERS ROCKAFELLA:** Matunuck oysters topped with spinach, panko and cilantro butter...\$12.95

**SPICY CALAMARI: (GF)** Fried with hot cherry peppers, cilantro and lemon wine butter...\$11.95

**BAKED HERBED GOAT CHEESE:** With grilled bread...\$10.95

## SOUPS:

**BUTTERNUT CREAM (VGF):** ...\$6.95

**WHIM OF THE DAY:** Ask your server...\$5.95

## SALADS:

**KALE ATHENA (V) (GF):** Massaged with olive oil, tossed with raspberries, shaved apples, fennel and grilled avocado; in green goddess dressing...\$12.95

**GRILLED ROMAINE WEDGE:** Caesar with an edge...\$11.95

**SPINACH AND ARUGULA (GF):** Deep greens with red and golden beets, candied walnuts and goat cheese; in lemon pistachio vinaigrette...\$11.95

**LIVING LOCAL:** Hydroponic greens, cucumber, grape tomatoes, croutons, pea tendrils and carrot balsamic dressing...\$10.95

**ADD:** *Chicken: \$4.95 Shrimp: \$6.95 Tofu: \$4.95*

## ENTREES:

**SEASONS STIR-FRY: (GF)** An assortment of the finest locally picked vegetables tossed in citrus-ginger teriyaki sauce over steamed brown basmati rice...\$15.95

With Chicken: \$18.95    Tofu:\$18.95    Shrimp: \$20.95

**BISTRO BURGER:** Grass fed New England raised beef grilled and layered on a croissant roll with arugula, tomato, braised onions, bacon and gruyere; Served with maple Pommery mayonnaise and with our Bistro frites or sweets...\$16.95

**FISH TACOS: (GF)** Crispy cod in soft corn tortillas with avocado, pico de gallo, and lime crema; with chimmichurri quinoa..\$17.95

**CHICKEN POMMERY (GF):** Statler chicken breast oven roasted and served with creamy mustard sauce, French green beans and bistro sweet frites ...\$18.95

**BISTRO FILET: (GF)** Pepper rubbed beef tenderloin roasted to your desire, Coated in mushroom demi glace and crisp shallots, with a side of roasted petite Yukon golds...\$23.95

**CHILI FLOWER {VGF):** Steamed cauliflower crisped in oil and tossed in sweet chili sauce with fresh herbs; over steamed vegetables and brown basmati rice...\$16.95

**SHRIMP RISOTTO:** With artichokes, English pea puree and Parmesan cheese...\$19.95

**BISTRO PASTA:** Ask your server about our specials...

*Consuming raw or undercooked meats, poultry, seafood, shellfish, eggs or unpasteurized milk may increase your risk of food borne illness.*



# State of Rhode Island and Providence Plantations

## DEPARTMENT OF ATTORNEY GENERAL

150 South Main Street Providence, RI 02903

(401) 274-4400 - TDD (401) 453-0410

Peter F. Kilmartin, Attorney General

# B.C.I

BUREAU OF CRIMINAL IDENTIFICATION

Date: 05/06/2016 11:01 AM

TO WHOM IT MAY CONCERN:

A check of the Criminal History Records of the State of Rhode Island on file with the Bureau of Criminal Identification of the Rhode Island Department of the Attorney General on the above date shows that:

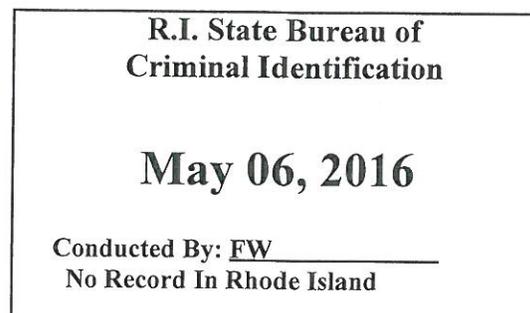
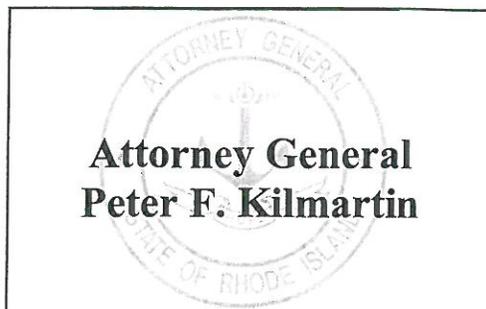
NAME: MICHAEL MAXON

D.O.B. [REDACTED]

● DOES **NOT** HAVE AN ADULT CRIMINAL RECORD AT THE BUREAU OF CRIMINAL IDENTIFICATION IN **RHODE ISLAND**.

*RECORDS SUPPORTED BY FINGERPRINT ONLY*

THIS FORM IS NOT VALID WITHOUT THE SEAL OF THE ATTORNEY GENERAL



**NO ADULT CRIMINAL RECORD IN RHODE ISLAND**  
**THIS REPORT DOES NOT REFLECT FEDERAL CONVICTIONS OR**  
**CONVICTIONS IN OTHER STATES, IF ANY**

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 1**

**Amend No. \_\_\_\_\_**

**Date Prepared:** May 25, 2016  
**Council Meeting Date:** June 20, 2016

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**TO:** Jeff Ceasrine, P.E., Acting Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**SUBJECT:** Proposed Middlebridge Management Plan

**RECOMMENDATION:**

That the Town Council "RECEIVE, ACCEPT and PLACE on FILE" an update on the Proposed Middlebridge Management Plan.

**SUMMARY:**

The Narragansett Land Conservancy Trust along with the Parks and Recreation Department has been working with public input for the past two years on the Middlebridge Management Plan. The proposed plan highlights water based priorities with educational opportunities for the Narragansett community such as the 37 slip marina, kayak rentals and the U.R.I Women's Crew Team.

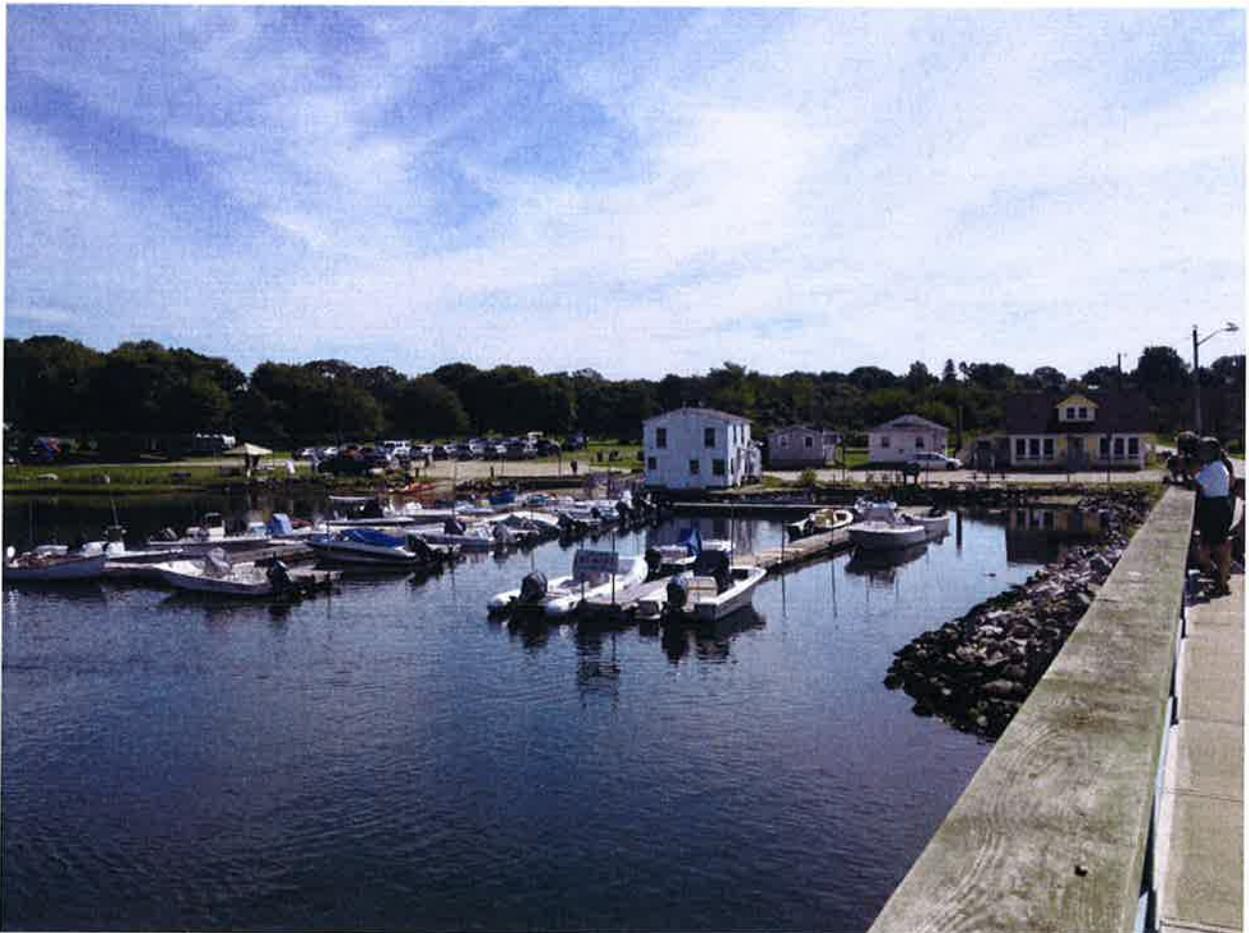
**ATTACHMENTS:**

1. Proposed Middlebridge Management Plan

# 2016 Middlebridge Management Plan

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*The Middlebridge Property is a 9.51 acre river front recreational area located directly on the Narrow River in the Town of Narragansett. The acquisition and protection of this unique property provides the Town of Narragansett an opportunity to provide residents access for kayaking, fishing, marine activities along with wildlife viewing and interpretation for future generations. The Middlebridge Property presently supports a paddle board operation, 37- slip marina, one caretaker's residence and two year round residential rental units. Established by the Town Council on September 17, 2012 as an enterprise fund, it is the goal of the Town of Narragansett to provide residents an opportunity to access this important recreational and environmental sensitive site while providing a sustaining funding source for the future.*



**Background** – The purchase and continued operation of the “Eddy Property” at 94 and 95 Middlebridge Road poses a number of continued “management issues” that require a baseline management plan. Many of these are policy-related; others are technical, legal, or operational in nature.

The following list of issues may not be all-inclusive, but are sufficient to establish a baseline management plan for the site.

The site (including both parcels) includes active residential and commercial uses, as well as partially-maintained open space. The Department of Community Development has generated a map that illustrates the land use totals by categories.

94 Middlebridge Road (south side) includes:

- A single residential unit (currently part of kayak operation lease), and
- The commercial building that supports the kayak rental operation.

95 Middlebridge Road (north side) includes:

- The 2- story restaurant building (lower level formerly used as a café, and upper level historically used as an office for the kayak rental operation),
- The 2- story “marina” building (first floor used for storage – according to the former owner and evidence from recent moon high rides, this space is subject to periodic flooding, and as such is not used for any operations; second floor is a currently-rented residential rental unit),
- The “main house” (a 2- story single family home that is currently used by the live-in caretaker, under a 5 -year agreement with the Town), and
- Three (3) single unit detached cottages (One (1) 95 C is currently rented). A fourth cottage (95F) was demolished following Hurricane Sandy.

***Due Diligence Items*** – Through the use of independent consultants, the staff coordinated the completion of a Class I boundary survey of the property as well as a Phase 1 Environmental Assessment. Briefly, the Phase 1 Environmental Assessment is a non-invasive site investigation and file review to determine the potential presence of hazardous material(s) that might compromise the site in terms of development and use, or might require immediate or long- term environmental mitigation. The Phase 1 process includes a site walk to visually check for oil tanks, obvious pollution sources, building asbestos, evidence of dumping or other solid waste\hazardous waste disposal. Typically, lead paint, soil or groundwater testing is not done at this level, but would be triggered by any potentially adverse findings. The Phase 1 process also includes file reviews at local and state offices that might include regulatory information or other key site attributes, and personal interviews. The Environmental Assessment was delivered to the Town on September 7, 2012. There were no compelling environmental issues found that require additional investigatory work, although the Phase 1 EA process does not include items such as radon, lead paint, or asbestos in individual buildings. Rather, it is a review of the site as a whole. A cursory inspection of each of the buildings at both sites for general code conformance and condition was performed by the Town staff on August 15, 2012. All of the buildings are older wood-frame construction, either slab on grade or with small crawl spaces. Foundations range from concrete block to stone. Based on the age of each building, it may be appropriate to test for lead paint and asbestos. Public water services each building via United Water (with the exception of the main house at 95 Middlebridge Road, which is on a private well). Newer On-Site Wastewater Treatment Systems (OWTS) service all units at both properties (2005 for 95 Middlebridge Road) except for the main house, which is serviced by a separate OWTS from 1972.

## Middlebridge Management Plan

### *Residential Buildings and Structures* – South Side 94 Middlebridge Road

- **Cottage 94 A (south side of Middlebridge Road)** – This cottage is in good condition and is part of the kayak operation. The interior of the residential unit has been refurbished recently and is in very good condition. The building sits on a stone foundation with a small crawl space, but we were unable to observe the floor joists condition, as the underside had been covered with plywood. It would be appropriate to plan on roofing and siding replacements, as well as new windows and doors within the next five (5) to seven (7) years at this building. The residential unit at 94 Middlebridge Road did not suffer any appreciable storm damage (uses Electric Meter # 38259042).
- **94 Middlebridge Road:** The small shed/commercial building presently supports the kayak rental operation. The paddle board building flooded during Hurricane Sandy. The Town did not initiate any clean-up activities at this location ( uses Electric Meter # 99864124).

### *Residential Buildings and Structures* – North Side 95 Middlebridge Road

- **The 2-story restaurant building** (lower level formerly used as a café, and upper level historically used as an office for the paddle board rental operation) – currently vacant and essentially gutted following Hurricane Sandy. This building would need significant upgrades in order to function as a restaurant. New plumbing, electrical, fire alarm and mechanical systems are needed, as is drywall and other finishes. The building would have to be upgraded to meet food service codes and ADA requirements, which would involve a ramp and ADA-compliant restrooms, at a minimum. The OWTS will be a limiting factor; it was designed to support a small café-style restaurant, and cannot support a full service operation without significant upgrading. Public sewers are roughly 900 feet away; however CRMC regulations prohibit sewer extensions of more than 500 feet in this Narrow River Special Area Management (SAM) Plan zone.

Preliminary discussions with CRMC staff indicate that full CRMC Council approval would be needed for a special exception, but that those are typically only granted if there is some compelling public good. At the time that the Town purchased this property, the restaurant was open as a limited service café. It needed RIDOH and fire code upgrades in terms of food preparation equipment (“fryolator”) and code-related equipment (fire suppression hood). Public bathroom access for the restaurant was not in conformance with ADA requirements. Our original assessment (2012) of this building was that it would need a new roof, shingles, windows and doors within the next five (5) to seven (7) years.

The electrical system may need upgrading, including the meter sockets and main panels. The restaurant building suffered extensive flooding damage during Hurricane Sandy. The Town initiated mold remediation and clean-up activities, but has not committed to any restoration activities. The building was essentially gutted following the hurricane; new plumbing and

electrical systems, drywall, etc. would be needed prior to any occupancy. Town Council approved an RFP for individuals interested in occupying the structure. An informational meeting was conducted on 12/18/14 and an RFP response deadline of 1/28/15 (uses Electric Meter # 05086636).

- **Cottage 95 A** – Currently being used by URI Women’s Rowing team as office space and to store backpacks & coats etc while they are in the boats rowing. The furnace for Unit A (directly adjacent to the restaurant building) is in that restaurant building. This cottage suffered flooding and wind damage during Hurricane Sandy. The Town initiated mold remediation and clean-up activities, along with replacing the sub-floor insulation. The Trust replaced the roof under our property insurance coverage (uses Electric Meter # 16982177).
- **Cottage 95 B** – Moved the tenant from 95D to 95B. This change provided the opportunity to move the tenant from a building that presently floods on a regular moon high tide to a cottage that is good shape. This tenant pays a monthly rent, does not require a lot of support and provides additional security for the property. This cottage has a fairly new direct vent propane unit heater. This cottage suffered flooding damage in the crawl space during Hurricane Sandy. The Town initiated mold remediation and clean-up activities, along with replacing the sub-floor insulation (uses Electric Meter # 38301278).
- **Cottage 95 C** – currently rented. This renter should remain in this cottage. This tenant pays a monthly rent, does not require a lot of support and provides additional security for the property. This cottage has a fairly new direct vent propane unit heater. This cottage suffered flooding in the crawl space and wind damage during Hurricane Sandy. The Town initiated mold remediation and clean-up activities, along with replacing the sub-floor insulation (uses Electric Meter # 30353538).
- **Building 95D** - The 2-story “marina” building (first floor used for storage; second floor is a currently-rented residential rental unit). The first floor floods on a semi-regular basis and the building is in poor condition. *[See picture on page 5]* There are three long-term plans for this building, none of which has garnered majority support from the Land Conservancy Trust. In the short-term, the building should remain as-is at least until responses to the aforementioned RFP are received. Valerie Talmage, Executive Director of Preserve Rhode Island, toured the marina and concluded that the property, including Building 95D does not have historic value (Electric Meter # 94885544).

#### **Middlebridge Management Plan**

- **Building 95D:** The first floor (Unit 95 G) of the Marina Building is used for storage. When we purchased the property, historic evidence of flooding was present, and the former owner acknowledged that at moon high tide and during major storms, the first floor floods. Recent moon high tides have produced the same results for this structure. The furnace (recently

replaced) for this building is on the first floor but is elevated. The furnace elevation will be checked versus the predicted flood elevation at this site as part of the flood insurance review process. The building continues to flood on a semi-regular basis, depending on tide and storm conditions. The second floor (Unit 95 D) is a residential rental unit in fair condition at best. The painted surfaces are peeling; as noted above, it is unknown as to whether this is lead-based paint. The building will need a new roof, shingles, windows and doors within the next five (5) to seven (7) years. The existing brick chimney appears to be in poor condition, (potentially unsafe) and should be removed. The Marina Building suffered flooding damage during Hurricane Sandy. The Town did not initiate any clean-up activities at this location. In light of these circumstances, the tenant should be moved to 95B (95D uses Electric Meter # 22076849).



Middlebridge 95D February 14, 2014 8:00 am High Tide

- **The Main House 95E** (a 2 story single family home that is currently occupied by the live-in caretaker) the main house is a two (2) story wood frame structure built on a slab. The building is in fair condition in terms of the building envelope. The second floor building interior is in good condition, with recent upgrades. The former owner noted that the building did flood (with about an inch of water) during 2011's Tropical Storm Irene. The first floor (garage and storage space)

may need mold remediation work. The furnace was replaced in 2008. There is some evidence of water staining around the interior of the chimney. The deck (approximately 560 square feet) appears to be attached to the house only by a ledger board, and should be replaced or securely anchored. There is a ramp system for accessibility that will need to be reinforced or replaced (or simply removed, if the caretaker does not need it). This building is serviced by a well and an older ISDS. The building will need a new roof, shingles, windows and doors within the next five (5) to seven (7) years. The Main House suffered flooding damage during Hurricane Sandy. The Town initiated mold remediation and clean-up activities, but has not committed to any restoration activities.

- **Cottage 95F** suffered flooding and wind damage during Hurricane Sandy. The Town did not initiate any clean-up activities at this location. The building sustained significant damage and was subsequently demolished on August 6, 2013, after a vote of the Town Council.

**Summary of building inspections** – Each of the buildings should have building envelope improvements, including roof (with the exception of Cottage A, which now has a new roof) windows, doors, and shingle replacements within the next five (5) to seven (7) years. The electrical services and systems should be checked and inspected. Paint samples should be collected and tested for the presence of lead. Each building should be tested for asbestos material (flooring, wall panels, pipe insulation). Smoke detectors should be inspected and replaced/installed as necessary. Radon should be investigated. Each of the buildings will need a new roof, shingles, windows and doors within the next five (5) to seven (7) years. Each unit will need to be painted within the next two years. Each unit is serviced by United Water and on the North Side of Middle bridge requires a new water service to each unit with shut off capability to isolate each building for emergencies.

**Paddle Board Rental Operation** – Based on a March 4, 2014 decision by Judge Rogers, the Town of Narragansett should rebid the Paddle Sports concession for the Middlebridge Property for the 2014-2018 operating seasons. The lease with the current operator should be extended until the appeal of Judge Rogers' decision concludes.

#### **Middlebridge Management Plan**

**Operations**– This section addresses the day-to-day operations of the entire Middlebridge Property which is managed by the Narragansett Parks and Recreation Department.

**Administrative** – All administrative responsibilities, including utility invoices processing and reconciliation, rental payments, marina slip billings, marina waiting list, material requisitions, bid documents, purchase orders, written communications and web site, are managed by the office of the Department of Parks and Recreation at 170 Clarke Road.

**Maintenance** – Daily site maintenance, including lawn care, snow removal, tree and shrub care, litter control, building, parking lot, marina, signs and dock and maintenance, are handled by the on-site caretaker Matt Eddy with support and assistance as required by the Parks and Recreation maintenance staff from 51 Mumford Road.

**Security** – 24-hour security is provided by live-in caretaker Matt Eddy who presently has a five-year lease agreement with the Town of Narragansett through March 31, 2018. Lease is available for review upon request.

**Insurance**- Flood insurance is available for the buildings, although the Town to date has not decided to obtain this coverage based on the NFIP quotes as noted in the chart below until the final use of each building within the property has been determined. The other option is to self-insure.

Count	Address	Description	Building Value	Contents Value	NFIP Quote	Deductible
1	94 MBR	Rental Cottage	\$46,865.00	\$0.00	\$440	\$5,000.00
2	94 MBR	Kayak Rental Office	\$24,224.00	\$0.00	\$248	\$10,000.00
3	95 MBR	Retail Store /Coffee Shop	\$142,934.00	\$0.00	\$958	\$10,000.00
4	95 MBR	Rental Cottage Unit 95 A	\$51,072.00	\$0.00	\$451	\$5,000.00
5	95 MBR	Rental Cottage Unit 95 B	\$47,826.00	\$0.00	\$389	\$10,000.00
6	95 MBR	Rental Cottage Unit 95 C	\$47,417.00	\$0.00	\$389	\$10,000.00
7	95 MBR	Marina Building /Apt 95 D &G	\$103,064.00	\$0.00	\$756	\$10,000.00
8	95 MBR	Single Family House Unit 95 E	\$154,280.00	\$0.00	\$1,085	\$10,000.00
Total					\$4,716	

Staff has taken immediate steps necessary to correct risk hazards identified by the Trust in their inspection report dated September 12, 2012.

**Policy** – With input from the Narragansett Land Conservancy Trust, the Narragansett Parks and Recreation Department Director works with the Town Manager while receiving direction and input through and from workshops/council meetings from the Town Council on policies for the Middlebridge Property.

**Budget-**

	ACTUAL FY 11-12	ACTUAL FY 12-13	ADOPTED 2013-14	YR END PROJCTD	SUBMITTED 2014-15	CHANGE FY 14-15	% CHANGE
<b>MIDDLEBRIDGE RECREATION FUND - FUND 36</b>							
<b>REVENUES</b>							
36.999.9000		500,000	40,288	11,975	0	11,975	-100.00%
36.999.9007	0	0	0	3,829	0	3,829	-100.00%
36.999.9020	0	23,975	22,500	17,300	0	17,300	-100.00%
36.999.9025	0	23,700	23,525	23,525	23,525	0	0.00%
36.999.9033	0	0	0	0	0	0	0.00%
36.999.9049	0	974,000	0	0	0	0	0.00%
36.999.9050	0	6,476	0	1,500	0	1,500	-100.00%
36.999.9507	0	10,000	15,000	6,000	0	6,000	-100.00%
Total Operating Revenue	0	1,538,151	101,313	63,929	23,525	40,404	-63.20%
36.999.9905	0	0	82,428	130,182	156,636	26,454	100.00%
Total Revenues	0	1,538,151	183,741	194,111	180,161	-13,950	-7.19%
<b>EXPENDITURES</b>							
36.868.0103	0	0	0	0	0	0	0.00%
36.868.0111	0	0	0	0	0	0	0.00%
36.868.0112	0	0	0	0	0	0	0.00%
36.868.0125	0	0	0	0	0	0	0.00%
36.760.0201	0	34,700	0	200	0	200	-100.00%
36.760.0202	0	7,300	0	0	0	0	0.00%
36.760.0203	0	33,417	500	500	500	0	0.00%
36.760.0205	0	569	393	1,010	393	617	-61.09%
36.760.0206	0	0	1,440	2,750	1,440	1,310	-47.64%
36.760.0208	0	0	2,225	2,225	2,225	0	0.00%
36.760.0209	0	180	0	600	0	600	-100.00%
36.760.0215	0	0	0	0	0	0	0.00%
36.760.0217	0	265	384	384	384	0	0.00%
36.760.0218	0	433	3,505	3,505	3,505	0	0.00%
36.760.0220	0	0	4,000	2,593	2,593	0	0.00%
36.760.0240	0	0	0	0	0	0	0.00%
36.760.0241	0	0	0	0	0	0	0.00%
36.760.0308	0	0	0	50	0	50	-100.00%
36.760.0320	0	1,550	300	300	300	0	0.00%
36.760.0401	0	269	500	500	500	0	0.00%
36.760.0406	0	263	400	400	400	0	0.00%
36.760.0404	0	0	0	0	0	0	0.00%
36.760.0407	0	2,452	2,000	2,000	2,000	0	0.00%
36.760.0506	0	2,328	6,000	15,000	6,000	9,000	-60.00%
36.760.0507	0	24,926	8,311	8,311	8,311	0	0.00%
36.760.0507	0	5,460	2,500	2,500	2,500	0	0.00%
Total Operating Expense	0	114,112	32,458	42,828	31,051	-11,777	-27.50%
36.760.0609	0	0	0	0	0	0	0.00%
36.760.7005	0	1,400,000	0	0	0	0	0.00%
Total Capital	0	1,400,000	0	0	0	0	0.00%
36.910.0602	0	0	129,000	129,000	130,000	1,000	0.78%
36.915.0602	0	12,064	22,283	22,283	19,110	3,173	-14.24%
Total Debt	0	12,064	151,283	151,283	149,110	-2,173	-1.44%
36.760.0611	0	0	0	0	0	0	0.00%
TOTAL MIDDLEBRIDGE	0	1,526,176	183,741	194,111	180,161	-13,950	-7.19%
EXCESS REV / EXPS	0	11,975	0	0	0	0	
MIDDLEBR FUND BAL	0	0	40,288	-40,288	40,288		

## University of Rhode Island Women's Rowing

- 1. Lease (attached) December 2, 2015 terminating June 30, 2017 with an option to renew for one year upon same terms. URI to pay rental fee of \$20,000 per year to launch boats and use 95A for storage. Any and all enhancements will be made at the expense of URI.**
- 2. Benefit to the Community**
  - **URI Women's Row team use Monday- Friday 5:45-8:30 and Saturday 7:00-10:00. Team usage will not impact public enjoyment as team usage is early morning.**
  - **A summer youth/adult rowing camp coached by members of URI Women's team.**
  - **Potential for staff wellness and/or corporate team building for companies in Narragansett, run by URI coaches and athletes**
  - **Big sister program that pairs local girls with a URI rower to learn about college, athletics, and career opportunities**
- 3. Consistent with other Middlebridge low impact water activity**



### INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE is entered into this 2nd day of December, 2015, by and between the Town of Narragansett hereinafter called the "LESSOR", and the University of Rhode Island, by and through its' governing council, the Rhode Island Council on Postsecondary Education, hereinafter collectively called the "LESSEE".

### WITNESSETH

That the LESSOR does hereby demise and lease unto the LESSEE that certain parcel of real estate located on 95 Middlebridge Road, Narragansett County of South County, State of Rhode Island, (hereinafter the "Premises"), which Premises are more particularly described in Exhibit "A" attached and include use of the existing building, parking facilities, and a proposed float dock to provide boat access to the Narrow River.

TO HAVE AND TO HOLD said Premises, with all rights, privileges, use and occupancy and the appurtenances thereto, unto and to the use of the LESSEE, for the term commencing December 2, 2015 and terminating June 30, 2017, (the "TERM") upon the following covenants and conditions:

1. USE OF THE LEASED PREMISES: The LESSEE shall use and operate the Premises as a facility for water access, competition, training, equipment storage and other related purposes by the University of Rhode Island Women's Crew Team. In addition the parties contemplate future collaborative programming with the Town of Narragansett.

2. RENT: For the portion of the term from December 2, 2015 to June 30, 2016 the LESSEE shall pay unto the LESSOR a rental fee of TEN THOUSAND DOLLARS (\$10,000.00) payable on January 1, 2016.

For a the portion of the term from July 1, 2016 to June 30 2017 the LESSEE shall pay unto the LESSOR a rental fee of TWENTY THOUSAND DOLLARS (\$20,000.00) in two (2) equal payments of of Ten Thousand and no/100 (\$10,000.00) each on July 1, 2016 and January 1, 2017.

The LESSEE, upon paying the rent and performing, on its part, the agreements herein contained, may peaceably hold and enjoy the Premises and appurtenances during the term of this lease without any lawful let or hindrance by the LESSOR, or any person claiming by, through

3. OPTION TO RENEW: At the conclusion of the 2016 - 2017 lease period, the LESSOR shall provide the LESSEE with an option to renew this lease for one year upon the same terms. Such option shall be available to LESSEE in each successive year unless LESSOR has advised LESSEE in writing of their intention NOT to renew or to negotiate new terms, no later than ninety (90) days prior to the expiration of the lease term. LESSEE shall advise LESSOR in writing of LESSEE'S intention to exercise this option no later than 30 days prior to the expiration of the lease term.

4. PRIOR TERMINATION:

In the event the LESSEE shall fail to pay any installment of rent within fifteen (15) days subsequent to the due date of such installment and if such failure shall continue for more than five (5) days after written demand has been given by the LESSOR to the LESSEE, or in case of failure on the part of the LESSEE to perform all the covenants and agreements contained in this lease, and such failure shall continue for more than twenty-one (21) days after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the failure to perform, each of which shall be deemed a default, the LESSOR shall be at liberty to declare this lease at an end and to commence an action for eviction pursuant to R.I. General Laws, Sections 34-18-1 et seq.

5. FAILURE TO REMOVE PROPERTY AND FIXTURES: If upon termination of this lease, or if the LESSEE moves out or is dispossessed, the LESSEE fails to remove within two (2) months after such termination, moving out, dispossession, or expiration, all its furniture, fixtures, or other personal property, such remaining furniture, fixtures or other personal property shall be deemed abandoned by the LESSEE and shall become the property of the LESSOR.

6. WAIVER: The failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms or conditions of this lease or to exercise any option of the LESSOR herein contained, will not be construed as a waiver of such term, conditions, agreement or option. The receipt by the LESSOR of rent with knowledge of the breach or nonperformance of any term, condition or agreement will not be deemed to be a waiver of such breach or nonperformance. The receipt by the LESSOR of rent after the giving of any notice

required to be given to the LESSEE by law or by the terms of this lease will not in any way affect the operation of such notice.

7. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease or sublet the whole or any part of the Premises and any attempt to do so shall be a default under the terms of this lease.

8. UTILITIES: LESSEE agrees to pay when due all utility services including water, telephone and electricity for the Premises.

9. LAWS: The LESSEE shall comply with all applicable laws, ordinances, rules, regulations, and shall, at its sole cost and expense, be responsible to obtain any all required permits, licenses or other approvals.

10. MAINTENANCE OF THE PREMISES: The LESSEE shall keep the Premises and any building, structure or other appurtenance thereon, clean and in good repair during the term of this lease, ordinary wear and tear thereof, damage by fire, and other unavoidable casualty excepted, provided that the LESSEE shall obtain and maintain the insurance specified herein, and at the expiration or sooner termination of this lease, the LESSEE will quietly and peaceably surrender up possession of the Premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and other unavoidable casualty excepted. The LESSEE shall be responsible for and repair, at its own expense, all damage caused by LESSEE, LESSEE's negligence or by the negligence of LESSEE's agents, employees, servants, invitees or visitors to the Premises and all buildings and other appurtenances owned by the LESSOR on the Premises, said damage to be repaired to the reasonable satisfaction of the LESSOR. The LESSOR may, upon two (2) days notice, unless such notice is impracticable or in the

case of an emergency, enter to view and inspect the Premises and any building, structure or other appurtenances thereon and to order such repairs as may be considered reasonably necessary. LESSEE shall make no alterations to the Premises without obtaining the prior written consent of LESSOR.

In the event the LESSEE desires to make any alterations to the existing premises; buildings, parking lot, water system, electrical circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of Parks and Recreation or his designee. If approved, all such alterations must comply with applicable state, local and federal laws and regulations, all expenses pertaining thereto shall be the responsibility of the LESSEE, and all material used shall remain in place in operating condition and become the property of the Town upon termination of this lease.

11. INSURANCE:

(a) Liability: The LESSOR AND LESSEE shall each obtain and maintain throughout the operation of this lease, general liability insurance running to the benefit of both the LESSOR and the LESSEE in the sum of ONE MILLION DOLLARS AND 00/100 DOLLARS (\$1,000,000.00) each occurrence, TWO MILLION DOLLARS AND 00/100 DOLLARS (\$2,000,000.00 aggregate, which shall include bodily injury, death and property damage.

(b) Fire and Extended Coverage Insurance: The Lessee shall obtain and maintain throughout the operation of this Lease, personal property insurance for all personal property on the Premises. LESSOR assumes no responsibility for personal property of the LESSEE on the Premises unless caused by the negligence or willful act or omission of LESSOR or its' agents, employees, tenants, other lessees, servants, invitees or

visitors.

(c) Certificates: LESSOR and LESSEE shall each provide the other with certificates of all insurance specified above with proof of payment of the premium(s) therefore at the commencement of the term of this lease and annually on or before January 1st of each year of this lease and as otherwise reasonably requested. The LESSEE'S certificate of insurance shall be in usual form and shall name LESSOR as an additional insured on the policy and shall cover the entire scope of LESSEE's use of the Premises. The LESSOR'S certificate of insurance shall be in usual form and shall name, LESSEE, the R.I. Council of Postsecondary Education and State of Rhode Island as additional insureds on the policy. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of such insurance in Rhode Island.

(d) Flood Zone: The Middlebridge property is located within a flood zone. The Town of Narragansett may obtain flood insurance in the future for this property. The LESSEE acknowledges that if a storm event damages any structure on the Premises, the structure may not be repaired or replaced subject to the discretion of the LESSOR.

12. SIGNS: Traffic Signs, business signs and advertising signs of any particular brand or commodity may not be posted, except as may be approved by the Director of Parks and Recreations or his designee. All signs must be in conformance with the Zoning Ordinances.

13. REGULATIONS: The LESSEE must comply with all applicable Federal, State, and Local regulations governing LESSOR's activities on the leased premises., and

where applicable, up-to-date certificates of compliance shall be conspicuously displayed on the Premises.

14. FIRE EXTINGUISHERS: Installation and maintenance of all fire extinguishers required by Local and State Fire Codes for the business office are sole responsibility of the LESSEE.

15. PARKING: LESSEE and LESSEE's agents, employees, servants, invitees and visitors may only park in the area designated by LESSOR as described in Exhibit "A", or as directed by the Director of Parks and Recreation. It is the intent of the town to provide and satisfy the parking needs of the tenants and guests of the instant leased premises, residential units on the premises along with patrons of the marina and neighboring paddle sports business.

16. SNOW REMOVAL: The Town of Narragansett will be responsible for snow removal within a 24 Hour period for snow accumulations of 3" or more on the driveways and parking areas of the property only. The LESSEE is responsible for removal of the snow on steps and walkways of the structures on the premises.

17. TRASH: The LESSEE shall keep all trash generated by the LESSEE appropriately contained and available for removal.

18. LEAD PAINT DISCLOSURE: LESSEE hereby acknowledges that the LESSOR has disclosed the probable existence of lead based paint and/or lead based paint related hazard on the Premises. LESSEE has received and read a copy of a federally approved pamphlet on lead poisoning protection and signed the "Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards" form.

19. NOTICES: (a) All notices required to be given by the LESSEE to the LESSOR shall be addressed in writing to the Town Manager of the Town of Narragansett, 25 Fifth Avenue, Narragansett, RI 02882, with copies of such notices to be sent to the Director of the Department of Parks and Recreation, 170 Clarke Road, Narragansett, RI under which the property is managed.

(b) All notices required to be given by the LESSOR to the LESSEE shall be addressed in writing to the Vice President for Administration and Finance, University of Rhode Island, Carlotti Administration Building, Kingston, RI 02881 with copies of such notices to be sent to the Director of Athletics, Keaney Gym, 85 Keaney Rd, Kingston, RI 02881. A notice shall be effective when received and may be hand delivered, sent by registered mail (postage prepaid), by commercial courier or any reasonable means or media.

20. INDEMNITY:

(a) LESSEE agrees that LESSEE shall, at all times, defend, protect and save, hold harmless and indemnify the LESSOR, its agents, servants and employees, subject to the limitation of liability set forth in RIGL §9-31-1, et seq. against and from: (1) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE's agents, employees, servants, invitees or visitors; (2) all claims, including bodily injury and death, loss, costs, damage or expenses, including attorney's fees arising out of or from any accident, incident, or occurrence in any way connected to the use in, on or about the Premises by LESSEE, or by LESSEE's agents, employees, servants, invitees or visitors, or arising out of or from any act, omission or negligence of the LESSEE, or of the

LESSEE's agents, employees, servants, invitees, or visitors; and (3) all claims, including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this lease.

(b) LESSOR agrees that LESSOR shall, at all times, defend, protect and save, hold harmless and indemnify the LESSEE, its governing body, the R.I. Council on Postsecondary Education and State of Rhode Island, their agents, servants employees and students, subject to the limitation of liability set forth in RIGL §9-31-1, et. seq. against and from: (1) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSOR or of LESSOR's agents, employees, servants, invitees or visitors; (2) all claims, including bodily injury and death, loss, costs, damage or expenses, including attorney's fees arising out of or from any accident, incident, or occurrence in any way connected to the use in, on or about the Premises by LESSOR, or by LESSOR's agents, employees, tenants, other lessees, servants, invitees or visitors, or arising out of or from any act, omission or negligence of the LESSOR, or of the LESSOR's agents, employees, tenants, other lessees, servants, invitees, or visitors; and (3) all claims, including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of the LESSOR in any respect to comply with and perform all the requirements and provisions of this lease.

21. APPROVAL: This Agreement shall be effective only subsequent to its approval by the Narragansett Town Council as designated below and the State Properties Committee as required by state law.

22. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supercedes any and all prior agreements, representations, arrangements, and understandings between the parties.

23. APPLICABLE LAW: This Indenture of Lease and all rights and obligations hereunder shall be governed by the laws of the Town of Narragansett and State of Rhode Island.

24. WATERFRONT IMPROVEMENTS: The parties contemplate the addition and installation of a sixty (60) foot float dock on the premises which float dock shall remain the property of LESSEE at the expiration or termination of this Agreement LESSEE will bear any expenses related to this improvement. LESSOR represents and warrants to LESSEE that the addition and installation of the said float dock on the premises has been approved by the Coastal Resources Management Council.project and will provide LESSEE with evidence of said approval reasonably acceptable to LESSEE upon execution of this Agreement

25. TEMPORARY STORAGE STRUCTURE: LESSEE, at its sole cost and expense, shall be allowed to construct, install and maintain on the premises as shown on Exhibit A, a temporary storage structure consisting of a 30' x 66' x 10' canvass boat garage which shall remain the property of LESSEE at the expiration or termination of this Agreement.

26. HANDICAPPED ACCESSIBILITY. This lease is governed by R.I.G.L. § 37-8-15.1 regarding handicapped accessibility, and the failure of LESSOR to comply with said provisions may result in the unilateral termination of this lease in the sole discretion of LESSEE without penalty.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

*[Signature]*

\_\_\_\_\_

LESSEE:

University of Rhode Island

By: *Christina J. Valentini*  
Vice President for Administration  
and Finance

R.I. Council on Postsecondary  
Education

By: *[Signature]*  
Chair

WITNESS:

*[Signature]*

LESSOR:

Town of Narragansett

By: *Camela T. Nolan*  
Town Manager

APPROVED AS TO TERMS  
AND CONDITIONS:

Date Approved: *November 16, 2015*  
Narragansett Town Council

APPROVED AS TO TERMS  
AND CONDITIONS:

Date Approved: *October 22, 2015*  
Narragansett Land Conservancy Trust

APPROVED AS TO  
SUBSTANCE:

*[Signature]*  
Town Solicitor

STATE PROPERTIES COMMITTEE

EK: 869 PG: 833  
INST: 125

This Agreement is made with the approval of the undersigned, in accordance with the applicable provisions of the General Laws of Rhode Island, as amended.

APPROVED this 5th day of January, A.D. 2015 by the State Properties Committee.

APPROVED AS TO TERMS AND CONDITIONS:

By: Mark A. Dingley  
Chairman

APPROVED AS TO FORM:

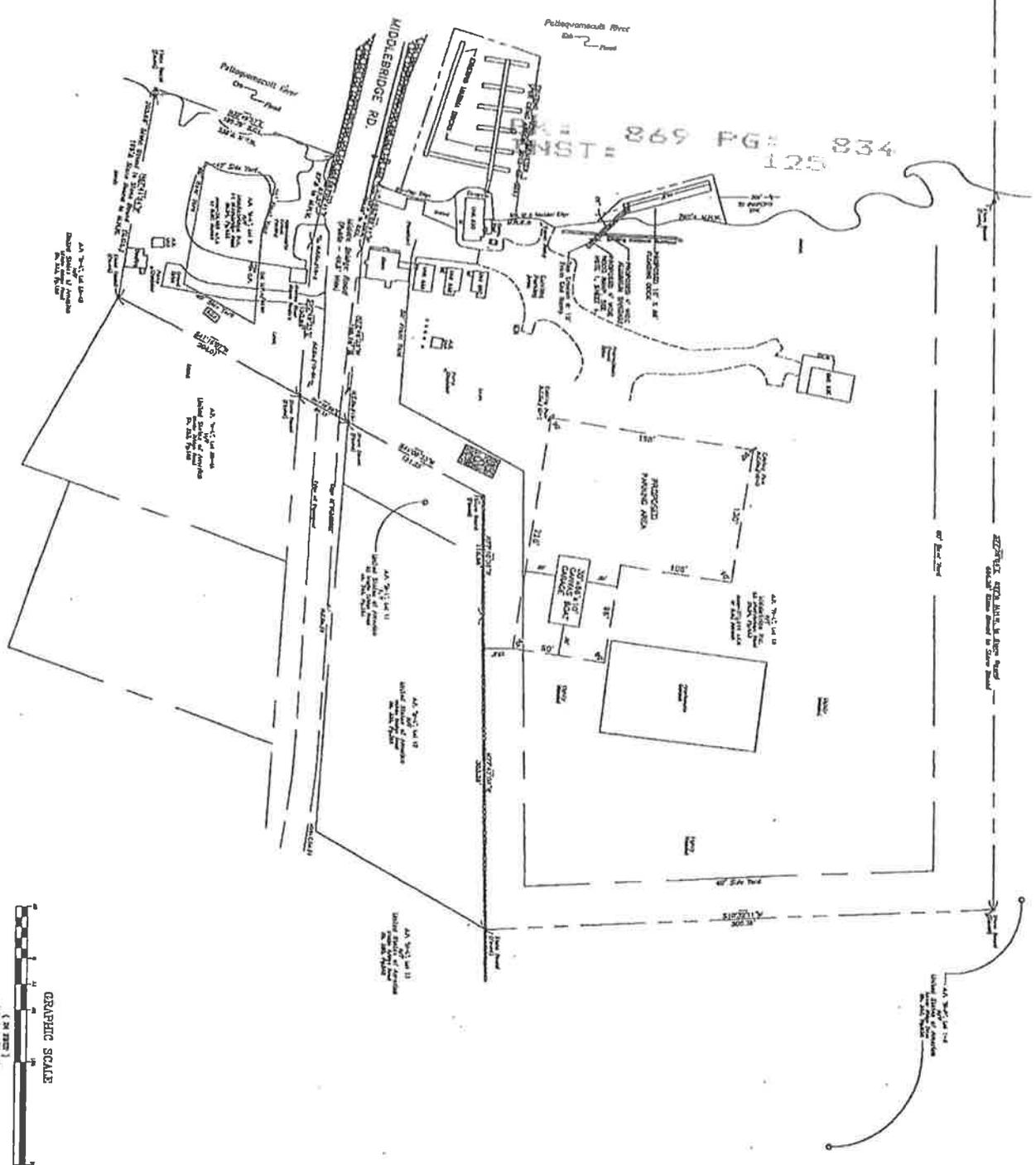
By: Richard B. Woolley ASST. AG.  
Attorney General

APPROVED AS TO SUBSTANCE:

By: [Signature]  
Foli L. M.

APPROVED:

By: R. B. Brindle



**EXHIBIT A**

RECEIVED FOR RECORD  
 Jan 13, 2016 09:12:26A  
 ANNE M. IRONS  
 TOWN CLERK  
 NARRAGANSETT, RI

DEPARTMENT OF PARKS AND RECREATION		ENGINEERING DEPARTMENT CIVIL ENGINEERING SECTION NARRAGANSETT, RI 02882	
Drawing No. 91-0-222	Date 1/14/87	Drawing No. 91-0-222	Date 1/14/87
PARKING EXPANSION PLAN		DRAWING NO. 1 OF 1	
DRAWN BY [Blank]	CHECKED BY [Blank]	DESIGNED BY [Blank]	APPROVED BY [Blank]

Copyright 1987 by the Town of Narragansett, Rhode Island. All rights reserved. This drawing is the property of the Town of Narragansett, Rhode Island. It is to be used only for the project and location specified herein. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Town of Narragansett, Rhode Island.

## Middlebridge Management Plan

### Marina Operations Plan–

**Marina** –The Town applied for and received an Assent from CRMC to legalize the marina in 2013. New PermaFloat dock floats for the docks were purchased from Merco Marine of Wellsburg WV for \$10,921.00 to replace the old Styrofoam floats which are being assembled this winter, 2014. The Town Council approved the 2014 slip rental fee schedule on February 21, 2014 which remains the same as the 2013 rates at \$650.00 per full slip and \$475.00 for a side slip. The live-in caretaker at the site manages the daily aspects of the marina operation. Certain site improvements are required around the immediate marina location (refer to the site inspection report from the RI Interlocal Risk Management Trust for additional information).

Town of Narragansett  
Middlebridge Marina  
94 Middlebridge Road, Narragansett, RI

---

### **Rules and Regulations:** *[Approved Town Council March 4, 2013]*

#### **MARINA SEASON/HOURS AND SECURITY:**

1. The Middlebridge Marina will be open for use by renters each year from the Saturday of Memorial Day Weekend through Columbus Day.
2. Hours are 7:00 am to 9:00 pm Sunday through Thursday and 7:00 am to 10:00 pm Friday and Saturdays. Only exceptions with prior approval by the Parks Department and or the caretaker.
3. Guests are not allowed on the docks unless accompanied by the renter.
4. Please report any questionable person or activities to the caretaker, Parks Department and or local police.

#### **INSURANCE REQUIREMENTS:**

1. *A certificate of Insurance showing current effective dates and policy number with a minimum of \$1,000,000 general liability insurance listing the Town of Narragansett as additionally insured. The renter agrees to indemnify and hold harmless the Town of Narragansett from and against any and all liability in any way arising out of or related to use by the renter or his/her guests. The indemnity shall be the broadest form available and shall include indemnity against any liability arising out of or caused by the negligence of the renter or his/her guests.*

## Middlebridge Management Plan

- All reasonable precautions will be taken by the Town to ensure the safety of the renter's property. However, the Town assumes no responsibility of the safety of any vessel docked in the marina and it is expressly agreed that the Town will not be liable for any loss due to fire, theft, collision, accident, vandalism, windstorm, high or low waters, hail, rain, ice or damage to said vessel or any act of nature, its equipment or any property in or on said vessel however arising including the negligence of an employee of the Town or of another patron. Renter waives any and all claims for such loss or damage against the Town, agrees to hold the Town harmless from and against any such claim and to seek compensation from his/her own insurance policy for any such loss. Renter agrees to have his/her vessel insured by complete marine coverage including liability. Each renter will be held responsible for damage caused by said renter or renter's vessel to other vessels in the marina or to structures or facilities thereof.*

## DOCKAGE:

- The Town of Narragansett honored all existing slip renters from the 2012 Eddy agreements for the 2013 season only.
- Starting in 2014 only Narragansett Residents or Narragansett Taxpayers [minimum of \$800.00 per year; proof of property ownership shall be in the form of a Town of Narragansett property tax bill for the current quarter, or a final closing document in case of a new owner who has not yet received a Town of Narragansett tax bill] will be allowed to continue to rent slips.
- During the summer of 2013 the Narragansett Parks and Recreation Department advertised in the local newspapers and the Town's web site that applications were being accepted on a "first come first serve basis" upon receipt at the Parks Office, 170 Clarke Road for a **Narragansett Resident's Marina Waiting List**. Once availability of the open slips was known for 2014, the Parks and Recreation Department assigned available slips per the numbered waiting list. The waiting list is available to the public at the Parks and Recreation office.
- Only one principal renter will be listed on the slip rental each year and will remain year-to-year as long as the renter is in good standing. No changes, additions, assignments or transfers to a spouse, family members, friends or others will be permitted.
- Prior year Narragansett Resident renters in GOOD STANDING will have first choice of obtaining their same slip each new season.
- No boats will be allowed into the marina until a slip has been assigned. All fees will have been deemed paid by the Parks Department before any slip will be assigned.
- Slips are assigned for renters only. Subletting or allowing non-renters to use your slip will result in the loss of your slip.
- New available slip assignments will be assigned each year at the discretion of the Parks Department. Once slips are assigned they are not to be changed unless directed by the Parks Department.
- Proof of ownership for the boat berthed at the slip by a renter may be required prior to slip rental.

## Middlebridge Management Plan

### STORMS:

1. In the event of a hurricane or coastal storm, all boats are expected to be pulled by the owner or designated person by the owner as soon as possible prior to a storm event.
2. The Town of Narragansett is not responsible for any damages to boats, gear, docks or other materials during a storm event.

### SAFETY:

1. *The use of torches, open flames, inflammable or toxic removers, or any other hazardous equipment is prohibited.*
2. *No horseplay or running will be tolerated.*
3. *Swimming and or diving from the docks are prohibited.*
4. *Advertising or soliciting shall not be permitted in any part of the marina or Middlebridge property.*
5. *All unsafe conditions should be reported immediately to the Middlebridge caretaker and or the Parks Department.*
6. *Renters are expected to keep the area adjacent to their docks clear of debris and obstacles.*
7. *Children must be accompanied on the docks and have a Personal Floatation Device on at all times. Same rules apply when on watercraft. 12 years old or younger. At no time should children be left unattended on the docks.*
8. *Collisions within the marina should be reported to the Caretaker or the Parks Department.*
9. *Renters are expected to keep their boats bailed out and lines secured when circumstances warrant it. If your boat is not self-bailing an automatic pump is mandatory, inspected by the caretaker for compliance.*
10. *If your boat sinks, arrangements should be made immediately to remove it. If left to the Town of Narragansett, a commercial boat hauler will be contacted, and any expenses will be the responsibility of the boat owner.*
11. *No fueling of boat tanks at the marina.*
12. *Gasoline and or Oil spills occurring from any boat floating or sinking will be reported to RI DEM and to the U.S. Coast Guard.*
13. *The owner of any boat that is deemed to be leaking oil and or gasoline into the river will be required to pull their boat until appropriate repairs have been made.*
14. *Renters and their guests are encouraged to operate in a responsible manner on Narrow River; your conduct is a reflection of the Middlebridge Marina.*
15. *No Crabbing or fishing is allowed from the docks.*
16. *No boat trailers or boat related items are to be stored on the property without the written permission from the Parks Department or caretaker.*
17. *No drinking or drug use on the property or on or near the docks.*
18. *Footwear is required on the docks.*
19. *No throwing items, stones, shells, wood etc. in the water and around the boats and docks.*
20. *Dock bumpers and quality dock lines are mandatory and inspected by the caretaker for compliance.*

## **Middlebridge Management Plan**

21. *Pets will be admitted to the marina only under leash and must not run loose on the grounds, docks or other vessels at the marina. Owners are responsible for immediate & proper clean up and disposal of animal waste. Any infraction or violation of the terms and conditions of this agreement, of the rules and regulations or of any governmental ordinance, statute, law or regulation by the renter, his/her guests, shall at the option of the Town cancel the agreement and slip rental upon ten days' notice and the renter shall immediately remove his/her vessel from the marina. In the event the renter fails to remove his/her vessel, the Town shall remove the vessel from the slip and place into storage at the renter's expense.*

### **TRASH:**

1. *This is a "Carry In Carry Out" facility. It is your responsibility as a slip renter to remove and discard all trash generated by you or your guests.*
2. *Cleaning of fish at the docks is not allowed; any fish cleaned at your boat should not be left on the dock or thrown in the water.*
3. *For Health and Safety reasons no foul smelling containers to be left on your boat such as bait, dead fish and or spoiled food etc.*

### **OPERATIONS PLAN:**

1. *The Town of Narragansett has applied and received a CRMC Assent dated September 26, 2013 to legalize the marina and the unimproved boat ramp, based on its current size, scope and use of 37 slips for small boats, several floating docks and piers that are removed and reinstalled on a seasonal basis.*
2. *The Town will maintain flood insurance or will self-insure all structures.*
3. *The Town will operate and maintain the marina in conformance with all applicable environmental regulations.*
4. *There are no proposed alterations to the existing marina other than proposed maintenance activities. The marina will continue to operate as it currently exists.*
5. *All docks within the existing marina are less than 1000 feet in length. No changes are proposed to existing dock lengths and or dock layout.*
6. *The Town will include and adhere to information outlined in the guidance document "Marina Operations and Maintenance Plans" by CRMC found on their web site:  
[http://www.crmc.ri.gov/regulations/Marinas\\_Guide.pdf](http://www.crmc.ri.gov/regulations/Marinas_Guide.pdf)*
7. *Two portable toilets will be located on the premises, cleaned daily, serviced weekly or as required and available from the Saturday of Memorial Day Weekend through Columbus Day.*

## Middlebridge Management Plan

8. *The Town will replace all of the floats in 2014 in accordance with the requirements of CRMC with New PermaFloat dock floats purchased from Merco Marine of Wellsburg WV for \$10, 921.00 to replace the old Styrofoam floats. All new or replacement floats shall utilize floatation that was specifically fabricated for marine use and warranted by its manufacturer for such use. Foam billets or foam bead shall not be utilized unless it is completely encapsulated within impact resistant plastic.*
9. *The operations plan may be amended to incorporate any special conditions that CRMC may impose as part of their Assent review process, and that the renters will have to comply with any and all applicable CRMC conditions.*



## 94 & 95 Middlebridge Road

**TOWN OF  
NARRAGANSETT  
Rhode Island**

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



1 inch = 100 feet

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 2**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** June 9, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Jeffry Ceasrine, Acting Town Manager

**FROM:** Laura Kenyon, Finance Director

**SUBJECT:** FISCAL YEAR 2014-15 COMPREHENSIVE ANNUAL FINANCIAL  
REPORT (CAFR)

**RECOMMENDATION:**

That the Town Council receive and place on file the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2015.

**SUMMARY:**

Bacon & Company of Warwick, Rhode Island was retained by the Town through a competitive bid process to prepare the CAFR's for the fiscal year ending June 30, 2015. The report for FY 2014-15 was received on February 1, 2016. The report is also referred to the Town's Annual Audit.

The "Audit" is available for review on the Town's web site under the Finance Department. <http://narragansettri.gov>

Receipt of the report and its placement on file is respectfully recommended.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 3**

**Amend No. \_\_\_\_\_**

**Date Prepared:** June 2, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Jeff Ceasrine, P.E., Acting Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**SUBJECT:** South Providence Neighborhood Ministries Beach Day

**RECOMMENDATION:**

That the Town Council approves the waiver of admission fees for eighty children ages six to sixteen from Louie's Place [South Providence Neighborhood Ministries] for a field trip to Narragansett Town Beach for one weekday this summer

**SUMMARY:**

Tom Furey on behalf of the South Providence Neighborhood Ministries has requested for the fourth year the possibility of waiving the admission fees for eighty children for one weekday on July 12th, rain date July 14th. Louie's Place Summer Program partners with several organizations to provide a variety of quality experiences for children from South Providence and nearby communities. Many of these campers would not have an opportunity to enjoy a day at an oceanfront beach without this summer program.

Beach waterfront safety supervisors have reviewed this request and will be able to provide lifeguard staff to accommodate these children for a safe and enjoyable day at the beach. If approved staff is recommending a ratio of one chaperone for every six campers which will be a requirement along with a Certificate of Liability Insurance naming the Town Of Narragansett as additionally insured.

**ATTACHMENTS:**

1. Facility request form



# Narragansett Parks & Recreation

170 Clark Road  
Narragansett, RI 02882  
401-782-0658

Organization (if applicable): South Providence Neighborhood Ministries (Louie's Place)  
Contact Person: Yvette Kenner Phone: (401) 461-7509 Fax: \_\_\_\_\_  
Email: yvette.kenner@gmail.com  
Address: 747 Broad Street Town: Providence Zip: 02907

*Time requested must include preparation and cleanup. Facility request is not approved until you receive signed confirmation from the Parks and Recreation Department.*

Event: Beach day  
Dates: July 12 backup date: July 14 Start Time: 8 AM Number of Participants: 70-80  
End Time: 5 PM

Please give a brief description of your event (Please attach further documentation if needed):  
Request to waive fees for SPNM beach day with a backup date for rain cancellation

Additional contact: Jeanette Rolon jeanette@spnm.org

**Requested Facilities**

<input type="checkbox"/> Big Sprague	<input type="checkbox"/> Tennis Building
<input type="checkbox"/> Clarke Road	<input type="checkbox"/> Christopher Park
<input type="checkbox"/> Little Sprague	<input type="checkbox"/> George C
<input type="checkbox"/> Dean Street	<input checked="" type="checkbox"/> Town Beach
<input type="checkbox"/> Eastwood Look	<input type="checkbox"/> Other

Lights will be needed at the facility I am requesting

**Areas Requested**

<input type="checkbox"/> Baseball Field	<input type="checkbox"/> Basketball Court
<input type="checkbox"/> Lower Soccer Field	<input type="checkbox"/> Tennis Court
<input type="checkbox"/> Upper Soccer Field	<input type="checkbox"/> Playground Area

### Participation Waiver

In consideration of the use of a Narragansett Parks and Recreation Facility, I hereby waive, release and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me as a result of my use of the reserved facility. This release is intended to discharge in advance the Town of Narragansett, and all of its officers, agents and employees from and against any and all liability arising out of or connected with the use of said facility. It is understood by my signature below that I have agreed that this waiver, release and assumption of risk is to be binding on my heirs, personal representatives, next of kin, spouse and assigns. The signature below indicates the requesting group or individual is in agreement with all Narragansett Parks and Recreation facility use procedures and the participation waiver.

*Note: Permit may be revoked at any given time by this department*

In consideration of the issuance of this permit, the above agrees to pay for any and all damages that may be incurred in connection with use of same.

Fee Due: \_\_\_\_\_

\*Signature: Yvette Kenner Date: May 31, 2016

Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

765-8379

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 4**

**Amend No. \_\_\_\_\_**

**Date Prepared:** June 2, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Jeffrey Ceasrine, PE, Acting Town Manager  
**FROM:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Contract Extension – Winter & Summer Brochures 2016/2017

**RECOMMENDATION:**

That the Town Council approves a one-year contract extension for Winter and Summer Brochures 2016/2017 for the Parks and Recreation Department with Nittany Valley Offset , in the amount of \$5,097.00 and an optional amount of \$390.00 (winter) and \$490.00 (summer) per run for an additional four pages if needed, under the same terms and conditions as the original bid.

**SUMMARY:**

The original bid consisted of two items: Bid item #1 is for 1,500 Winter Brochures; Bid item #2 is for 3,000 Summer Brochures. In addition, there is an optional cost for additional pages if they are needed. The Parks & Recreation Department uses these brochures to advertise, inform, and direct participants and visitors to the activities and events held within the community. The lowest and awarded bidder Neoprint, Inc. went out of business as of May 2015 and Town Council rescinded their bid award and awarded the brochures to Nittany Valley Offset on July 20, 2015. Nittany has agreed to print the brochures for an additional year at the same cost as their original bid.

Funding is available in the Parks and Recreation Administration, Programs, and/or Beach Operating Accounts for Printing and Binding.

**ATTACHMENTS:**

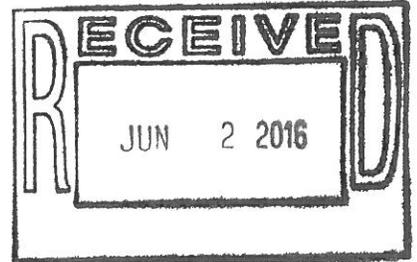
1. May 24, 2016 letter of extension, signed by Nittany Valley Offset
2. Spreadsheet showing the original bid results; B15024.



Town of Narragansett

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

May 24, 2016



Nittany Valley Offset  
Attention: Walter Long, VP Admin.  
1015 Benner Pike  
State College, PA 16801

RE: Bid – Winter and Summer Brochures

Dear Mr. Long,

The Narragansett Town Council awarded the reference bid to your company on July 20, 2015 for the printing of the Winter 2015 and Summer 2016 brochures. The Town would like to extend this contract for one additional year for the printing of the Winter 2016 and Summer 2017 brochures, at the same prices as your original bid. This extension requires both your agreement and ours (pending Town Council approval).

If you are in agreement with this extension at the same 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*

Susan W. Gallagher  
Purchasing Manager

SG/L16034

NITTANY VALLEY OFFSET

(Company Name)

hereby **agrees** to an extension of the bid prices for the Winter and Summer brochures.

Robert Burkhardt 5/31/16

(Signature and Date)

Or

\_\_\_\_\_

(Company Name)

hereby **declines** an extension of the bid prices for the Winter and Summer brochures.

\_\_\_\_\_

(Signature and Date)

Town of Narragansett, RI  
 Winter and Summer Brochures 2015/2016 - B15024  
 Parks and Recreation Department  
 Bid Opening: Thursday, February 12, 2015 - 11:00 AM

Item	Vendor 1 Courier Printing Corp.	Vendor 2 K.B. Offset Printing Inc.	Vendor 3 Worldwide Ticketcraft	Vendor 4 Nittany Valley Offset	Vendor 5 TCI Press, Inc.
1. Winter Brochures, 1500	\$2,490.00	\$3,257.00	\$3,356.00	\$2,343.00	\$2,289.00
2. Summer Brochures, 3000	\$3,250.00	\$3,715.00	\$6,711.00	\$2,754.00	\$2,870.00
<b>TOTAL - Items 1 - 2</b>	<b>\$5,740.00</b>	<b>\$6,972.00</b>	<b>\$10,067.00</b>	<b>\$5,097.00</b>	<b>\$5,159.00</b>
3. Option 1 - Add'tl 4 pages, Wint	\$515.00	\$461.00	\$1,637.00	\$390.00	\$350.00
3A. Option 1 - Add'tl 4 pages, Sum	\$515.00	\$580.00	\$1,637.00	\$490.00	\$450.00
<b>TOTAL - Items 1-3 - Winter</b>	<b>\$6,255.00</b>	<b>\$7,433.00</b>	<b>\$11,704.00</b>	<b>\$5,487.00</b>	<b>\$5,509.00</b>
<b>TOTAL - Items 1-3 - Winter</b>	<b>\$6,255.00</b>	<b>\$7,552.00</b>	<b>\$11,704.00</b>	<b>\$5,587.00</b>	<b>\$5,609.00</b>
			Plus freight		
Item	Vendor 6 Neoprint, Inc.	Vendor 7 Signature Offset	Vendor 8 Horizon Concepts	Vendor 9 Graphic Image, Inc.	Vendor 10 RPI Printing
1. Winter Brochures, 1500	\$2,250.00	\$2,799.54	\$2,626.00	\$2,410.00	\$2,789.00
2. Summer Brochures, 3000	\$2,750.00	\$3,306.12	\$3,220.00	\$2,880.00	\$3,403.00
<b>TOTAL - Items 1 - 2</b>	<b>\$5,000.00</b>	<b>\$6,105.66</b>	<b>\$5,846.00</b>	<b>\$5,290.00</b>	<b>\$6,192.00</b>
3. Option 1 - Add'tl 4 pages, Wint	\$260.00	\$320.61	\$286.00	\$330.00	\$449.00
3A. Option 1 - Add'tl 4 pages, Sum	\$350.00	\$405.39	\$368.00	\$390.00	\$449.00
<b>TOTAL - Items 1-3 - Winter</b>	<b>\$5,260.00</b>	<b>\$6,426.27</b>	<b>\$6,132.00</b>	<b>\$5,620.00</b>	<b>\$6,641.00</b>
<b>TOTAL - Items 1-3 - Winter</b>	<b>\$5,350.00</b>	<b>\$6,511.05</b>	<b>\$6,214.00</b>	<b>\$5,680.00</b>	<b>\$6,641.00</b>
B15024/SG					

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 5**

**Amend No. \_\_\_\_\_**

**Date Prepared:** May 31, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Jeffrey Ceasrine, Acting Town Manager  
**FROM:** Sean Corrigan, Chief of Police  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Annual Telephone System Service Contract - PD

**RECOMMENDATION:**

That the Town Council approves the annual service agreement for the Police Department's telephone system from Carousel Industries, in the amount of \$3,054.72 for Fiscal Year 2016/2017 and authorizes the Acting Town Manager to sign the agreement after review by the Town Solicitor.

**SUMMARY:**

This agreement is for the annual hardware warranty and repair services for the telephone system currently installed in the Public Safety Complex.

The service agreement covers equipment that was originally purchased through Carousel Industries through a competitive bidding process and awarded by the Town Council in February 2012.

Funding is available in the FY 2016-2017 Police Administration Operating Account # 000511 50505, Office Equipment Maintenance/Repair.

**ATTACHMENTS:**

1. Support Services Agreement from Carousel Industries, dated 05/26/2016.



## Support Services Agreement (SSA) – Assure

<b>Equipment Location Address:</b>				Page 1 of 22	
<b>Customer Name:</b>	Town of Narragansett	<b>Contract Start Date:</b>	07/25/2016	<b>Install Date:</b>	
<b>Street Address:</b>	Multi-site as listed below	<b>Customer Contact:</b>		<b>Created Date:</b>	05.26.2016
<b>City, State, Zip:</b>		<b>Telephone No:</b>		<b>Created By:</b>	Dorothy Jeffrey
<b>Active Master on file?</b>	No	<b>Email:</b>		<b>AE:</b>	Todd Spigel
<b>SLX Opportunity #:</b>	229804	<b>Contract Category</b>	Renewal	<b>MS Overlay:</b>	Sammy Homs
					<b>30</b>

*NOTE: Service Agreement and Pricing expires, unless signed within 60 days from Created Date listed above.*

Customer requests services for the following products and locations as described in EXHIBITS A and B. Provided there is no Master Sales / Service Agreement in effect between the parties, this service agreement shall be subject to the terms and conditions on this agreement. If there is a Master Sales / Service Agreement in effect between the parties, this service agreement shall be subject to the terms and conditions of that Master Sales / Service Agreement.

**NOTE:** Products in Exhibit B listed as **EXT SUP** will be supported under the terms of Extended Support listed in section 3.8 in Exhibit F.

**NOTE:** ORIGINAL EQUIPMENT MANUFACTURER (OEM) SUPPORT, AT A MINIMUM, MUST BE IN PLACE FOR ACCESS TO ANY MANUFACTURER-PROVIDED SOFTWARE UPDATES, PATCHES OR SERVICES. UPON RECEIPT OF SIGNED AGREEMENT, OEM SUPPORT MAY TAKE UP TO THIRTY (30) DAYS TO ESTABLISH WITH THE MANUFACTURER.

### EXHIBITS LISTED IN THIS AGREEMENT

- A. Coverage Offer and Coverage Option purchased
- B. Covered Addresses, Products, Hours and Term Length
- C. Statement of Work
- E. Service Level Agreement (SLA)
- F. General Terms and Conditions
- G. SmartPoint End User License Agreement

**EXHIBIT A - Coverage Offer and Option Purchased**

**Primary Offer:** Smartpoint ASSURE

**Coverage Option:** Full Coverage -24x7

**EXHIBIT B - Addresses, Products and Hours covered under this agreement**

**B.1 – PRIMARY OFFER: Smartpoint ASSURE**

Town Hall, 25 Fifth Avenue, Narragansett, RI, 02882.

Managed Assets							
Item Number	Item Description	Contract Term	Billing Frequency	Coverage	Qty		
	IP Office						
SP-NCT-IPO	Avaya IP Office Standard System (MAC'S Only)	12	Annual	Assure	1		
	<b>Total Annual Payment</b>						<b>\$ 2,265.87</b>

\*Highway Dept. has sets only that are covered under the Town Hall, 260 Westmoreland St. Narragansett, RI, 02882 is included in pricing.

**B.2 - COVERAGE OPTION PURCHASED: Full Coverage – 24x7**

COVERAGE OPTION ELEMENTS INCLUDED OR BILLABLE	
The cost of any <b>Parts/Equipment</b> and shipping charges during the coverage hours listed above.	Included
The cost of an <b>Onsite Technical Resource</b> required to resolve a trouble during the coverage hours listed above.	Included
The cost of shipping charges for any <b>Parts/Equipment</b> shipped <b>OUTSIDE</b> normal business hours (8am-5pm, Mon-Fri).	Included
The cost for an <b>Onsite Technical Resource</b> that is dispatched <b>OUTSIDE</b> normal business hours (8am-5pm, Mon-Fri).	Included

25 Fifth Avenue, Narragansett, RI, 02882.

Full Coverage Avaya Wholesale on IP DECT included in pricing.

Material Codes	Qty	Product Descriptions	Term months	Coverage	Payment Type: Annual	Total
700476005	1	IPO IP500 V2 CNTRL UNIT	12	Full Coverage 7X24	A	
700504556	1	IPO IP500v2 COMBO CARD ATM V2	12	Full Coverage 7X24	A	
700417231	2	IPO/B5800 IP500 EXTN CARD PHONE 8	12	Full Coverage 7X24	A	
700417439	1	IPO/B5800 IP500 TRNK PRI UNVRSL SNGL	12	Full Coverage 7X24	A	
700504031	1	IPO MC VCM 32 V2	12	Full Coverage 7X24	A	
700479710	1	IPO IP500 V2 SYS SD CARD MUL	12	Full Coverage 7X24	A	
275641	2	IPO R9 IP500 T1 ADD 8CH ADI LIC	12	Full Coverage 7X24	A	
275642	2	IPO R9 IP500 VCE NTWK 4 ADI LIC	12	Full Coverage 7X24	A	
700506051	1	IPO R9 USER/ADMIN SET DVD	12	Full Coverage 7X24	A	
275631	1	IPO R9 ESSNTL ED ADI LIC	12	Full Coverage 7X24	A	
275653	1	IPO R9 PREFRD VM PRO ADI LIC	12	Full Coverage 7X24	A	
275672	1	IPO R9 VM PRO 4 ADI LIC	12	Full Coverage 7X24	A	
275618	1	IPO R9 AV IP ENDPT 1 ADI LIC	12	Full Coverage 7X24	A	
275620	6	IPO R9 AV IP ENDPT 20 ADI LIC	12	Full Coverage 7X24	A	
700503100	3	<b>D160 IP DECT HANDSET NA</b>	12	Full Coverage 7X24	A	
700504737	1	<b>D100 IP DECT BASE STN NA</b>	12	Full Coverage 7X24	A	
700480585	75	IP PHONE 9608	12	Full Coverage 7X24	A	
<b>Total</b>						<b>\$ 5,015.68</b>

\*Highway Dept. has sets only that are covered under the Town Hall, 260 Westmoreland St. Narragansett, RI, 02882 is included in pricing.

Police Department: 40 Caswell Street. Narragansett, RI. 02882.  
 Sets covered under 5 Year Warranty (#34808) ending 07/16/2017

Material Codes	Qty	Product Descriptions	Term months	Coverage	Payment Type: Prepaid Annual	Total
700417231	1	IPO/B5800 IP500 EXTN CARD PHONE 8	12	Full Coverage 7X24	A	
700417330	1	IPO/B5800 IP500 EXTN CARD DGTL STA 8	12	Full Coverage 7X24	A	
700417330	1	IPO/B5800 IP500 EXTN CARD DGTL STA 8	12	Full Coverage 7X24	A	
700417389	1	IPO/B5800 IP500 MC VCM 32	12	Full Coverage 7X24	A	
700417405	1	IPO/B5800 IP500 TRNK ANLG 4 UNI	12	Full Coverage 7X24	A	
700417439	1	IPO/B5800 IP500 TRNK PRI UNVRSL SNGL	12	Full Coverage 7X24	A	
700426216	1	IPO/B5800 IP500 EXP MOD DGTL STA 30	12	Full Coverage 7X24	A	
700476005	1	IPO IP500 V2 CNTRL UNIT	12	Full Coverage 7X24	A	
700479710	1	IPO IP500 V2 SYS SD CARD MUL	12	Full Coverage 7X24	A	
205650	1	IPO LIC IP500 VCE NTWKG ADD 4 LIC:CU	12	Full Coverage 7X24	A	
215181	2	IPO LIC IP500 T1 ADD 8CH	12	Full Coverage 7X24	A	
174460	1	IPO LIC VM PRO RFA 4 LIC:CU	12	Full Coverage 7X24	A	
229431	1	IPO LIC R6+ TELEWORKER 5	12	Full Coverage 7X24	A	
267786	1	IPO R8+ ESSNTL EDITION+ LIC	12	Full Coverage 7X24	A	
269480	1	IPO LIC PREFRD R8+ VM PRO RFA LIC:DS	12	Full Coverage 7X24	A	
700500207	2	9508 TELSET FOR IPO	12	Full Coverage 7X24	A	
700469851	41	1408 TELSET FOR CM/IPO/IE UpN	12	Full Coverage 7X24	A	
700458532	16	IP PHONE 1608-I BLK	12	Full Coverage 7X24	A	
700480643	2	BUTTON MOD 12B	12	Full Coverage 7X24	A	
				<b>Total</b>		<b>\$ 3,054.72</b>

**EXHIBIT C – Statement of Work**

The following section is designed to outline the scope of work that Carousel will deliver to the Client for **SmartPoint Assure**, as listed in Exhibit B.1 and **Coverage Option** listed in Exhibit B.2.

Item Description	Quantity	Monitor	Reporting	Incident Mgmt	Patching	Config Mgmt	Agency	Service Desk
Avaya IP Office Standard System	1	NO	NO	NO	NO	NO	NO	NO
Simple MAC - ECG	3	8x5	8x5	8x5	8x5	8x5	8x5	8x5

**Change Management**

Requests to move or change user programming and port configurations would be managed through a dedicated hot line and on-line trouble ticket entry system.

Remote Programming & Administration	Included	Billable
Carousel will create and maintain documentation for the following		
Additions and deletions of users (MAC's);	✓	
Develop and maintain user profiles in support of Customer's specific requirements;	✓	
Develop with Customer, standards for users;	✓	
Provide user access to systems, services and applications;	✓	
Manage and maintain user data files;	✓	
Manage and maintain system security as defined by Customer;	✓	
Provide and manage voice mail access;	✓	
Manage and maintain Dial Plan;		✓
Management and maintenance of Voice Systems backup processes;	✓	
Daily backup review and notification to Customer of any exceptions;	✓	
<b>Note:</b> Customer is responsible to purchase acquire and monitor any tape backup processes.	N/A	

Change Management	Included	Billable
CAROUSEL will participate in a Change Management Request (CMR) process for any planned and unplanned (emergency) MAC's for production control of Data Network Systems and Infrastructure:		
Advise the Customer of any required systems configurations and modifications necessary to allow CAROUSEL to provide services:	✓	
Provide System upgrades and patches:	✓	
Participate in the CMR process of the Customer's requested software upgrade:	✓	
Planning and Implementation of the Customer's requested upgrades to existing software applications and infrastructure:	✓	

## COVERAGE OPTION SCOPE OF WORK

The following section outlines the scope of work for the Specific Coverage Option listed in Exhibit A.

- **FULL COVERAGE SUPPORT:** Coverage includes remote monitoring, remote telephone support, remote diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes to resolve troubles, on-site parts replacement (if the covered product includes hardware), and any on-site support Carousel deems necessary to resolve a fault.
- **REMOTE PLUS PARTS COVERAGE SUPPORT:** Coverage includes remote monitoring, remote telephone support, remote diagnostics, troubleshooting, remote problem resolution, software maintenance updates/fixes to resolve troubles, parts replacement necessary to resolve a fault (if the covered product includes hardware).
- **REMOTE ONLY COVERAGE SUPPORT:** Coverage includes remote monitoring, remote telephone support, remote diagnostics, troubleshooting, remote problem resolution, and software maintenance updates/fixes necessary to resolve a fault.
- **ONSITE SUPPORT (Includes Parts):** Coverage includes on-site parts replacement (if the covered product includes hardware), and any on-site support Carousel deems necessary to resolve a fault.

## COVERAGE HOURS ELECTIONS

- **8x5:** 8:00a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding Carousel observed holidays. Requests for support outside these coverage hours may be accommodated at Carousel's option and will be subject to Carousel's then current Per Incident Maintenance rates.
- **24x7:** This coverage option extends the benefit of Support to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. There is an additional cost for this coverage option.

## COVERAGE ELEMENTS

### Remote Maintenance Support (Full Coverage)

Subject to coverage hours, as part of Support Carousel will:

- Receive Customer's request for assistance through the Carousel Service Center
- Troubleshoot and resolve hardware and software related problems via telephone or remote dial-in connection. Carousel will analyze the system malfunction, if applicable, or remotely access the system to verify existence of the problem and conditions under which it exists or recurs.
- Answer Customer questions regarding product problems
- Provide recommendations and/or apply software updates to clear faults
- Commence remedial maintenance service activities, including software maintenance (bug) fixes, product documentation and update releases.
- Respond to, diagnose, and clear system-generated major and minor alarms received via Carousel Alarm Monitoring.

- Identify appropriate resources to assist with activities or Customer requests falling outside of Carousel Software Support. Note that these additional resources may be billable and/or may be resources outside of Carousel
  - Provide **Helpline** support, which includes:
    - Answering general usability or software application-specific questions: General usability issues are defined as, but not limited to; non-programming issues, and includes general information around the functionality of a product. Usability information can be provided without knowing the specific programming and configuration details of the Customer's system. This general support does not include consultation on appropriate methods and procedures for the Customer's environment nor does it include custom programming. On-going system administration is the Customer's responsibility.
    - Providing advice, which includes directing the Customer to sections of the documentation that may answer a question, clarifying the documentation or recommending possible training courses.
    - Working with trained individuals from the Customer to enhance understanding of the use and features of Carousel supported Products.
    - Helpline support is limited to Business Hours. Helpline requests provided outside of coverage hours (after 5:00 PM) are subject to availability, and will be quoted and billed at Carousel's then current Per Incident Maintenance rates.
- Customers must have **ACTIVE MANUFACTURER SUPPORT ENTITLEMENTS** in place to provide delivery of Manufacturer Support, Patches and appropriate Software Updates for the applicable Supported Software.
- Support does not cover customized system features or reports created by the Customer or Third Parties. Any bug fixing or system re-configuration that Carousel must perform to clear a trouble resulting from Customer's configuration changes are not included in Service Agreement coverage.
- If Carousel determines that a problem is due to the Customer's or a third party's application, other than those sold by Carousel, then resolution and diagnostic fees may be charged at Carousel's then current Per Incident Maintenance rates.
- All troubleshooting support not directly attributable to a fault in covered products or software will be billable at Carousel's then current Per Incident Maintenance rates.

### On-site Maintenance Support

- If a fault cannot be resolved remotely, and Carousel, determines on-site intervention is required to do so, 8x5 coverage provides the dispatch of Carousel's field technical resources 8:00am–5:00pm in the time zone of the covered products, excluding Carousel holidays, including engineering support. 7x24 coverage extends this support to all major failures twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.
- Exclusions and Limitations:
  - Additional charges will apply if a Carousel field technician is requested by the Customer to:
    - Wait one (1) or more hours after arriving on-site for equipment to become available for servicing;
    - Remain on-site after resolution of a problem in the covered Products;
    - Remain on-site outside of coverage hours;
    - Provide Standby Service. For example, requesting field technicians to be present on the Customer's premises during electrical power shutdowns, disaster recovery tests, or special events.
    - Perform moves, changes, or other activities not covered under the scope of the selected coverage options
    - Perform any support on Products not covered by this Agreement.

*All support (Remote, on-site, and parts replacement) of terminals is excluded if the Customer selects Switch-Only Coverage option.*

### Parts and Materials Replacement

If coverage includes hardware, Support provides for on-site replacement of any covered part Carousel determines to be defective. Replacement parts may be new or refurbished.

- Consumables (including but not limited to headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, UPS batteries, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels or other accessories) are not included in maintenance coverage.

- Equipment that is part of a standard configuration receives maintenance coverage as a component of a covered system. The equipment is defined as Minor Material and may include but is not limited to internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses & firmware.
- Service support does not include the provisioning or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Product(s).

#### OEM licensed Software

- It is the Customer's responsibility to maintain original software media or backup copies. Carousel can provide a replacement of the originally licensed software release in the event of a loss if the software is a currently supported release. Replacement of media and any implementation services are subject to additional charges. If the lost release is not currently supported, the Customer must pay for an upgrade to a currently supported release.

#### Software and Firmware Updates

In order to assess the quality and reliability of its systems, the manufacturer tracks repair information on Customer's systems. Recurring problems are analyzed and where generally applicable corrective measures are identified, the manufacturer may issue a Software or Firmware update.

- Software or Firmware Updates will be Customer installable, remote installable or technician installable depending on the product. The delivery is included in the contract, within your maintenance coverage hours, ONLY if the Software or Firmware update is needed to resolve an existing reported trouble. The Customer will be billed at Carousel's then current Per Incident Maintenance rates for all Software or Firmware updates that do not meet these criteria. Software or Firmware Updates are generally downloaded via an electronic interface and do not contain any new or additional features beyond what was provided in the Customer's current Software or Firmware release. Software or Firmware Updates within a major release typically include maintenance fixes only, but may introduce new optional features. They typically are designated with a non-zero decimal as its version number, such as "3.1." An installation charge may apply for Software or Firmware Updates within a major release. 24x7 remote access is required to detect and provide Software or Firmware Updates on certain products and systems.
- In the case of an on-site technician installable and/or remote installable Software or Firmware Update, Carousel will schedule an appointment with the Customer to apply the corrective measure identified.
- There may be cases where Software or Firmware Update may require a system hardware upgrade to comply with current manufacturer's specifications. Such hardware Upgrades are not included in this service supplement. Carousel will provide the Customer with a cost estimate prior to providing any chargeable hardware Upgrades.
- If the Software or Firmware Update is Customer installable and the Customer requests Carousel to perform the installation proactively, the Customer will be billed at Carousel's then current Per Incident Maintenance rates.
- Software or Firmware Updates and Product Correction patches can only be applied if the covered platform has active manufacturer support content in place, in accordance with the manufacturer's Intellectual Property Policy.

## EXHIBIT E – Service Level Agreement (SLA)

The purposes of this document are to provide definitions of Carousel's Service Metrics for Incident Resolution. These metrics are the performance objectives for Services that Carousel shall provide to the customer in accordance with the terms set forth in the Statement of Work.

## **Definitions**

**Response Time:** Response Time is measured from the time the customer contacts the Carousel Services Center to report an incident, to the time the technician/engineer begins diagnostics.

For customers with advanced monitoring (SmartPoint), this measurement starts with incident detection by the SmartPoint appliance.

Hours are stated in coverage period hours. Work will be performed during the Customer's specified coverage hours. Carousel will attempt to clear all failures remotely before dispatching a technician to the Customer's premises, if required.

### **P1**

**A critical issue - Priority is set as a One (1). The definition is a widespread system or application failure.**

- The customer is experiencing a loss of service impacting greater than 25% of the users at a given site, multiple sites, enterprise, or of a given functional area. (Ex. 25% of the Call Center agents are impacted)
- The incident results in extremely serious interruptions to the production system. Tasks that should be executed immediately cannot be executed due to a complete outage of the system or interruptions in main functions of the production system.
- The entire user community is or could be negatively affected.
- Tasks that should be executed immediately cannot be executed due to a complete outage.
- Data Integrity may be compromised and the service request requires immediate processing as the issue can result in financial losses.
- Service problem during critical periods (ex. End of month processing, payroll processing)
- Security violations (ex. Denial of service, widespread virus, etc.)

**Response time** for a critical event is 15 minutes

### **P2**

**A major issue - Priority is set as Two (2). The definition is the majority of system /application is in failure**

- Loss of service to less than 25% of the users at a given site, multiple sites, enterprise, or of a given functional area (Ex. Less than 25% of Call Center agents impacted.)
- There is a negative impact to project installation activities, urgent deadlines or the incident puts the system at risk. In production system, important tasks cannot be performed, yet the error does not impair essential operations. Processing can continue in a restricted manner, yet data integrity may be at risk. The service requests require timely processing due to the malfunction may cause serious interruptions to critical processes or negatively impact business.
- System or application is degraded or performing unreliably and is affecting customer's ability to perform normal business functions.
- Key services or employees are affected. (Ex. Attendant console, system administration access, security violations.)

- Service order has been downgraded from a critical due to a temporary fix put in place until permanent resolution is conducted during customer’s change control process.

**Response time** for a major event is 2 hours

**P3**

**A minor issue – priority is set to Three (3). The definition is customer is experiencing a partial system or application interruption**

- Incident does not prevent operation of a production system, though there may be minor degradation in performance.
- The error is attributed to malfunctioning or incorrect behavior of software or hardware. The issue will affect users by degradation to performance with no interruption to service.
- Customer and business impact is low
- Service order downgraded from major due to a temporary fix that was put in place

**Response time** for a minor event is Next Business Day (NBD)

**P4**

**For standard requests, priority is set to Four (4). The request is not service impacting yet a potential system/ application failure could occur if not resolved.**

- An incident affects a single end-user and does not impact or disrupt the end-user’s daily tasks
- An incident that has minimal impact on normal business processes and may be handled on a scheduled basis, such as end-user requests requiring system enhancement, or peripheral problems, such as network printer issues.
- The issue consists of "how to" questions or end user requests including issues related to operational awareness, installation and configuration inquiries, enhancement requests, or documentation questions.

**Response time:** based on request

**Break / Fix Prioritization**

Rank and SLA/SLO	Contract	P1 (Critical)	P2 (Major)	P3 (Minor)	P4 (Standard)
<b>Response/ Acknowledge</b>		< 15 minutes	< 2 hours	Next Business Day	Next Business day
<b>Escalation Threshold</b>		1 hours	2 hours	48 hours	As needed
<b>Communication Objective</b>		Hourly	4 hours	Daily	As needed

**EXHIBIT F - SUPPORT AND MANAGED SERVICES TERMS AND CONDITIONS**

The undersigned Customer agrees that these Support and Managed Services Terms (“**Terms**”) will govern the purchase of certain Services by Customer from Carousel Industries of North America, Inc. (“**Carousel**”).

**1. ORDER, PROVISION AND SCOPE OF SERVICES**

1.1 In return for the payment of the fees specified in the order, Carousel will provide the Support and/or Managed Services options for Supported Products or Supported Systems at Supported Sites, as listed on the SSA, and in accordance with Carousel’s Statement of Work (Exhibit C) and Service Level Agreement (Exhibit E).

“**Supported Products**” are: (i) hardware or software products identified in the SSA; and (ii) Added Products (defined in Section 1.5). Supported Products may include non-Carousel products to the extent they are specified in the order. “**Supported Systems**” are a group of products or networks specified in the order. “**Supported Sites**” are locations specified in the order. Orders are subject to acceptance by Carousel. Carousel may accept an order by beginning to perform the Services. Terms and conditions contained in Customer purchase orders or other Customer documents will have no effect, unless explicitly approved and noted on the SSA.

1.2 **Monitoring.** Carousel may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional products or Services; (v) as otherwise provided in **Exhibit B**

1.3 **Error Correction.** Some Services options may include correction of Errors. An “**Error**” means a failure of a Supported Product to conform in all material respects to the manufacturer’s specifications that were currently applicable when the Supported Product was purchased or licensed.

1.4 **Replacement Hardware.** Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Carousel, will become Carousel’s property. Title to Carousel-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.

1.5 **Added/ Removed Products. A. Added/ Removed Products. A.** If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site or networks them at a remote location as part of an existing Supported Products at a Supported Site, they will be considered “**Added Products**”, and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than Carousel may be subject to certification by Carousel at Carousel’s then current rates for such certification. If Added Products fail certification, Carousel may choose not to add them to the Supported Products. Services coverage will be effective immediately after Carousel certifies the added products. Charges for added products will be at the then current rate and coverage will be coterminous with the coverage for the existing Products. **B. REMOVED PRODUCTS.** In the event that the Customer removes components or equipment from a Carousel-supported system, any change in components, administered TDM and/or IP port counts may be accounted for on next billing date. If customer removes equipment covered under a Carousel SSA, Carousel agrees that upon receiving 30 day written notification of the removal, complete with inventory detail, the monthly pricing of this SSA will be adjusted accordingly for the Customer’s next billing cycle, and at the rates originally agreed to herein. Non-upgrade related adjustments will be permitted to a maximum level of 30% of the original contract value.

1.6 **General Limitations.** Unless the **Exhibit C** provides otherwise, Carousel will provide software Services only for the unaltered current release of the software and the prior release. For software versions that are older than 1 release prior to the then current release, software Services will be limited only by the manufacturer end of support policies. The following items are included in the Services only if **Exhibit B** specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Carousel (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) Services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

**2. INVOICING AND PAYMENT.**

2.1 **Invoicing.** Carousel will invoice Customer for Services in advance unless another payment option is specified in the order, or as otherwise specified in **Exhibit B**.

2.2 **Payment.** Payment of undisputed invoices is due within thirty (30) days from the date of Carousel’s invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with nonstandard methods of invoicing and payment. Overdue payments will be subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by applicable law. Unless Customer provides Carousel with a tax exemption certificate, Customer is solely responsible for paying all required taxes, (including, but not limited to, property, sales, use or excise taxes with respect to the provision of Carousel Equipment) except for any income tax assessed upon Carousel.

**3. CUSTOMER RESPONSIBILITIES**

3.1 **General.** Customer will cooperate with Carousel as reasonably necessary for Carousel’s performance of its obligations, such as: (i) providing Carousel with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access

them. Customer shall provide to Carousel a technical resource or onsite contact person who shall assist Carousel Technicians and Support Staff in remotely troubleshooting issues, including, but not limited to providing data logs, or assisting in reboots/ resets of certain components. All items will be provided by Customer at Customer's expense. If Carousel provides an update or other new release of software as part of the Services, Customer will implement it promptly. Customer will reasonably use, safeguard and return to Carousel any items that Carousel loans to Customer ("Carousel Tools") for the purpose of providing Services under this SSA, such as, but not limited to, the Remote Experience Platform ("REP"). Carousel Tools shall not be considered Products.

3.2 Provision of Supported Products and Systems. Except for Carousel hosted facilities identified in **Exhibit B**, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Carousel, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 Moves of Supported Products. Customer will notify Carousel in advance before moving Supported Products. Carousel may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

3.4 Vendor Management. Where Carousel is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide Carousel upon request a letter of agency or similar document, in form reasonably satisfactory to Carousel, permitting Carousel to perform the Vendor Management. Where the third party vendor's consent is required for Carousel to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Carousel a copy of it upon request.

3.5 Third Party Hosting. In the event one or more network address(es) to be monitored by Carousel are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify Carousel of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Carousel to perform the Services on the Host's computer systems and provide Carousel with a copy of the consent upon request; and (iii) facilitate necessary communications between Carousel and the Host in connection with the Services.

3.6 Access to Personal Data. From time to time, Customer may require Carousel to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "**Personal Data**"). Where Customer instructs Carousel to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Carousel will have access to such personal data in accordance with Customer's instructions and (ii) indemnify Carousel and its officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Carousel accessing or providing access in accordance with Customer's instructions.

3.7 OEM Requirements: In order to receive manufacturer support or gain access to intellectual property such as software patches and updates, manufacturers may require an end user to maintain manufacturer-direct content in the form of licensing or software subscriptions, or another type of manufacturer-direct entitlement. It is the responsibility of the customer to ensure that all subscriptions, licensing fees, software support agreements, and other manufacturer entitlements are active and up to date at commencement of, and at all times during the term of the SSA. In some cases, the OEM requires that the support provider (Carousel) contract directly with the manufacturer on behalf of the end user, with an associated cost for services. In the event of early termination of the SSA, the Customer, at a minimum, shall be subject to an early termination fee of the prorated, net amounts due to the manufacturer for all established backend OEM support as defined on this SSA, in addition to any penalty as defined in section 10. (Termination) herein.

3.8 End of Support/Extended Support: Periodically, manufacturers may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") for certain Supported Products. For Products subject to End of Support, Carousel will continue to provide the support described in Exhibit C, except for the End of Support exceptions listed therein ("Extended Support"). Products declared end of support/extended support, will be supported under the terms of Extended Support until contract end date, at which time the Supported Product may be removed from coverage and rates will be adjusted accordingly. Extended Support is best effort, support will be provided with the following exceptions: At the end of manufacturer support, Tier IV R&D product developer support and going forward maintenance updates (e.g., Product Correction Notices ("PCN's"), "bug fixes," interoperability / usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without the customer upgrading the system to a version currently supported by the manufacturer. In addition, as replacement parts are manufacturer discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, or may require upgrades to other components at customer's expense in order to ensure compatibility and preserve Supported Product functionality.

4. **SOFTWARE LICENSE.** WHERE SERVICES INCLUDE PROVISION OF PATCHES, UPDATES OR FEATURE UPGRADES FOR SUPPORTED PRODUCTS ("**NEW SOFTWARE**"), THEY WILL BE PROVIDED SUBJECT TO THE LICENSE GRANT AND RESTRICTIONS CONTAINED IN THE ORIGINAL AGREEMENT UNDER WHICH CUSTOMER LICENSED THE ORIGINAL SOFTWARE FROM THE OEM. WHERE THERE IS NO EXISTING LICENSE FROM THE OEM, NEW SOFTWARE WILL BE PROVIDED SUBJECT TO THE MANUFACTURERS THEN CURRENT LICENSE TERMS AND RESTRICTIONS FOR THE NEW SOFTWARE. NEW SOFTWARE MAY INCLUDE COMPONENTS PROVIDED BY THIRD PARTY SUPPLIERS THAT ARE SUBJECT TO THEIR OWN END USER LICENSE AGREEMENTS. CUSTOMER MAY INSTALL AND USE THESE COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE END USER LICENSE AGREEMENT ACCOMPANYING THEM.

5. **CONFIDENTIAL INFORMATION.** "Confidential Information" means business and/or technical information, pricing, discounts and any other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure

and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination and disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order. Each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under this SSA. The confidentiality obligations of each party will survive expiration or termination of the SSA. Upon termination of the SSA, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.

6. **WARRANTIES.** Carousel warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been so performed and Carousel receives Customer's detailed request to cure a non-conformance within 30 days of its occurrence, Carousel will re-perform those Services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against Carousel with respect to the non-conformance of Services.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER CAROUSEL NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROUSEL DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS SSA WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS SSA IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILFULL MISCONDUCT, PERSONAL INJURY OR BREACHES OF OEM'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

8. **GOVERNING LAW AND DISPUTE RESOLUTION**

8.1 **Choice of Law.** Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to the SSA ("Dispute") shall be resolved solely in accordance with the terms of this Section 8. Any Dispute Customer has against Carousel with respect to the SSA must be brought in accordance with this Section 8 within two (2) years after the cause of action arises. The SSA shall be governed by the laws of the State of Rhode Island and interpreted and determined in accordance with the laws of the State of Rhode Island. The parties hereto irrevocably: (a) agree that any suit, action, or other legal proceeding arising out of the SSA shall be brought exclusively in the courts of record of either the State of Rhode Island or the courts of the United States located in the State of Rhode Island; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which it may have to the laying of venue of such suit, action or proceeding in any of such courts.

8.2 **Injunctive Relief.** Either party may, at its option and at any time during the dispute resolution process, seek injunctive relief in any court of competent jurisdiction (including but not limited to preliminary injunctive relief). The parties acknowledge that each of them has a vital interest in enjoining any violation of confidentiality obligations, including unauthorized use of the Software, because damages would not adequately compensate a party for any infringements of that party's intellectual property rights.

8.3 **No Withholding.** Disputes will not be a basis for withholding payment of any undisputed amounts due under the SSA or offsetting other amounts due whether or not the disputed Item is on the same order or invoice, nor will any amount be retained in anticipation of a Dispute for which notice has not been received.

9. **TERM AND TERMINATION.**

9.1 **Term.** This SSA will be effective from the date Carousel accepts the order unless terminated earlier in accordance with this Section. Unless a different term is defined in **Exhibit B**, Carousel will provide Services for an initial term of one year. Services will be renewed automatically for successive one year terms (unless specifically mandated in **Exhibit B**) applying the then most similar current generally available support plan offering and then current rates, unless either party gives the other written notice of its intent not to renew at least 60 days prior to the expiration of the applicable initial or renewal term. Unless otherwise specified in **Exhibit B**, Customer may terminate Services in whole or in part upon written notice subject to the cancellation fees equal to Support Services fees for 12 months or the remaining term, whichever is less. Customer will additionally be subject to termination fees comprised of the net amounts due to OEM for all established backend OEM support, as defined on the SSA. For prepaid SSA's, Carousel will refund or credit the prorated price of the remaining term less the applicable termination charge. Either party may terminate this SSA by written notice to the other party effective immediately upon receipt if the other party fails to cure any material breach of this SSA within a thirty (30) day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured.

9.2 **Termination Notice.** Customer's written notice of cancellation or intent not to renew must be sent by: (i) letter via certified mail to the following address: Carousel Industries of North America, Inc., 659 South County Trail, Exeter, Rhode Island 02822 Attn: Termination; (ii) email to cancelcontract@carouselindustries.com; or (iii) fax to 401-667-5492.

10. **MISCELLANEOUS.** Carousel may assign this SSA or any associated order to any of its affiliated entities or to any entity to which Carousel may sell, transfer, convey, assign or lease all or substantially all of the assets used in connection with its performance under this SSA. Carousel may subcontract any or all of its obligations, but will retain responsibility for them. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities. The failure of either party to assert any of its rights under this SSA is not a waiver by that party of its right later to enforce this SSA in accordance with its terms. These Terms constitute the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties. All notices under this SSA and any modifications or amendments must be in writing which in no event shall include any form of electronic communication (such as e-mail).

## EXHIBIT G – SmartPoint End User License Agreement

Carousel Industries ("Carousel") SmartPoint solution contains software licensed for Carousel and Customer use from Nectar Services Corporation ("Nectar"). Nectar reserves the right to make changes to the EULA that will apply to all installed platforms; any such updates will be provided to Customer by Carousel as an amendment to this Exhibit G.

A. **LIMITATION OF LIABILITY.** The Customer acknowledges that Carousel's Licensor has no control over how a foreign administration or third party carrier establishes its rules and conditions pertaining to international telecommunications services and acknowledges that any inability or failure by Carousel's Licensor to perform any of its obligations hereunder as a result of such rules and conditions shall be excused. Under no circumstances and under no legal theory, whether in contract, tort (including negligence), strict liability or any other theory whatsoever, shall Carousel's Licensor be liable for any damages that Customer may suffer from or in connection with Customer's use of, or inability to use, its or Carousel's equipment, or the Carousel Licensor's software products. This limitation includes, but is not limited to, damages resulting from loss or theft of data; transmission delays or failures; service interruptions; unauthorized access or damage to records, software programs or other information or property; loss of profits; loss of goodwill; cost of cover; or any other special, incidental, consequential, direct, indirect or punitive damages, however caused. This limitation will apply even if Carousel's Licensor has been advised of, or is aware of, the possibility of such damages. Because some states or other jurisdictions may not allow the exclusion of certain warranties or certain forms of liability, some or all of the exclusions set forth in this EULA may not apply. If any of such exclusions are not allowed under the laws of a particular state or other jurisdiction for any reason, then Carousel's Licensor's maximum liability for any type of damages with respect to any network, equipment or software shall be limited to the amount of the charges paid by the Customer to Carousel for the software products hereunder, for the twelve (12) month period prior to the occurrence of the event giving rise to such liability. Such limit shall apply to the aggregate of all claims regarding such software products. Carousel's Licensor does not and cannot control the quality of other parties' networks to which Carousel or its Licensor must interconnect. Therefore, Carousel's Licensor disclaims any and all liability that may arise from the performance, including failure, of other parties' networks. In no event shall Carousel's Licensor be liable for the fraudulent or illegal use of its

software products by any of the Customer's officers, employees, agents, clients, or any other person using the software products through the Customer.

- B. CERTAIN RULES AND LIMITATION OF USE.** The Customer agrees to comply at all times with any and all applicable local, state and federal law, or the law of any country which may assert jurisdiction over the activity involved. Any content, material, message or data made available or transmitted, wherever it is sent from, viewed, received or retrieved, that is in violation of any applicable law or regulation, is strictly prohibited. The Customer shall use its best efforts to safeguard the software products provided hereunder, through the implementation of its own Internal Use Policy and Procedure to prevent use of the software products: (i) to breach a computer security system without the consent of the owner, or to gain access to a system, protected or otherwise, without the consent of its owner; (ii) to intercept or cause the interception of, or to disclose, electronic communications, including e-mails; (iii) to post or transmit data which is threatening, obscene, indecent or defamatory; (iv) to post or transmit any data which violates export control laws; or (v) to commit fraud or any other illegal activity. Furthermore, under no circumstances will the Customer take any action that could result in any harm or damage to: (a) Carousel or its Licensor's network or premises; (b) any other third party's network(s) or premises; (c) Carousel or its Licensor's equipment or software; or (d) any other Carousel or Licensor customer. In no event shall Carousel's Licensor be responsible for either the misappropriation or illegal use of its software products by the Customer. The Customer must at all times, conform to these Certain Rules and Limitations of Use ("Rules") set forth in this Section, and as amended from time to time. It is important that Customer review these Rules regularly to ensure that it complies with them. If, for any reason, Carousel or its Licensor learns of or suspects inappropriate or illegal use of Carousel or Licensor's facilities, network, software products, or other networks accessed through Carousel or its Licensor's network, or any other violation of these Rules, then Customer agrees it will cooperate in any resulting investigation by Carousel, its Licensor, or the appropriate authorities. If any inappropriate or illegal use is found, and if Customer fails to cooperate with any investigation of such use, or if Carousel's Licensor deems such action necessary in its sole discretion to prevent imminent harm to the network or facilities of Carousel, Licensor or any third party, or the disruption of services to Customer, Carousel or its Licensor, Carousel's Licensor may require Carousel to immediately suspend or terminate the software license to Customer. Furthermore, upon written Notice to Customer, Carousel's Licensor may modify the software products or suspend the license as necessary to comply with any law or regulation, as reasonably determined by Carousel's Licensor. Customer, on behalf of itself, its affiliates, successors, assigns, officers, directors, employees and agents, agrees to indemnify, defend and hold harmless Carousel's Licensor, and its successors, assigns, officers, directors, employees and agents ("Carousel's Licensor Indemnified Parties") from and against any and all liabilities, losses, expenses and claims for personal injury or property damage, arising from or relating to any content used or transmitted by Customer or any of its users of the software, made against any of the Carousel's Licensor Indemnified Parties by Customer or any such users, or arising from or relating to Customer or any of its users' negligent acts or omissions, willful misconduct or breach of any of Customer's representations or obligations under this EULA.
- C. SOFTWARE LICENSE; NO RESALE; RESTRICTIONS; ALL RIGHTS RESERVED.** Carousel's Licensor grants to Customer, a non-licensable, non-exclusive and non-transferable license to use the software, except as provided for under this EULA and/or the Support Services Agreement between Carousel and Customer. Customer shall not, in any way, re-sell, license or allow any third party to use the software without receiving Carousel's Licensor's prior written consent. Except for the limited license rights granted herein, Carousel's Licensor reserves all rights in the software, and any modifications made thereto, including all title, ownership rights, intellectual property rights, patent rights, trademark rights, copyrights and software rights ("Proprietary Rights"), and it shall have the exclusive right to protect and enforce its Proprietary Rights in its software products. In furtherance thereof, and to the fullest extent possible under applicable law, the Customer agrees that it will not: (i) make any copies or duplicates of the software products provided without the prior written consent of Carousel's Licensor (except one copy for disaster recovery purposes); (ii) disassemble, reverse assemble, decompile, reverse engineer or otherwise attempt to decipher or reconstruct any source code (or the underlying ideas, algorithms, structure or organization) from the software; (iii) modify or create any derivative works of the software (including, without limitation, translations, transformations, adaptations or other recast or altered version); (iv) use, copy, sell, lease, sub-lease, rent, loan, assign, convey or otherwise transfer the software, except as expressly authorized under this EULA and Support Services Agreement between Carousel and the Customer; (v) distribute, disclose or allow use of the software, in any format, through any time-sharing service, service bureau, network or by any other means, to or by any third parties; (vi) delete, alter, add to or fail to reproduce in and on any software product, any trademark, copyright or other notices appearing in or on any copy, media or package materials provided by Carousel's Licensor directly or through Carousel; or (vii) permit or encourage any third party to do any of the foregoing. In the event that the

Customer breaches any of these Software License Restrictions and Limitations set forth above, Carousel's Licensor shall provide written Notice to Customer directly or through Carousel that if within ten (10) business days of the Customer's receipt of a reasonably detailed written request to cure said breach, the Customer fails to comply and cure the breach, then Carousel's Licensor may terminate, effective immediately, the software license granted hereunder, and shall be entitled to exercise all available and permitted rights hereunder. Upon such termination, the Customer shall immediately pay all outstanding licensing fees and termination charges as may be set forth in the Support Services Agreement between Carousel and the Customer; and it shall cease use of the Licensor's software products. Carousel's Licensor shall have the right to monitor Customer locations to confirm compliance with the foregoing and to ensure that Customer is not using the software products in excess of the quantities authorized, or at locations other than authorized. In the event such monitoring determines that Customer is using the software products in excess of the quantities authorized, Carousel and/or its Licensor may bill Customer, and Customer will be required to pay, applicable charges for the excess quantities (which may be billed retroactively to the time of first use as reasonably determined by Carousel and/or Licensor, with a copy of such determination provided to Customer). In the event such monitoring determines that Customer is using the software products at locations other than authorized, Carousel and/or Licensor may require Customer to immediately cease such use or (at Carousel and/or Licensor's option) execute a proper Order for the use of the software products at such location and to pay any applicable charges arising therefrom (which may include retroactive charges to the time of first use as reasonably determined by Carousel and/or Licensor).

D. **LIMITED WARRANTY.** For a period of ninety (90) days following delivery of the software products to the Customer, Carousel's Licensor represents and warrants that the software products will perform in all material respects in accordance with its published documentation, and that at the time of delivery it shall contain no virus, worm, time bomb, Trojan horse or other such disabling or damaging computer code, nor shall use of the software products violate any laws or the rights of any third parties. In the event the delivered software products fails to conform to the foregoing limited warranty, during the limited warranty period, Carousel's Licensor will, at its option and expense, promptly replace or correct such software product. Subject to the foregoing limited warranty, and in all other respects: (i) the software is provided on an "AS IS" basis, and Customer's use of the software is at Customer's own risk; and (ii) Carousel's Licensor does not make, and hereby disclaims any and all warranties of any kind, whether express or implied, including, but not limited to, any warranty of fitness for a particular purpose, merchantability, title or non-infringement, or any warranty arising from any course of dealing, usage or trade practice.

E. **INDEMNIFICATION.** Carousel's Licensor shall, at its own cost and expense, defend, indemnify and hold harmless Customer, and its officers, directors, agents and employees (collectively, the "Customer Indemnitees") from and against any claim or suit (including reasonable attorneys' fees and expenses) brought against any Customer Indemnitee to the extent that such action is based on a claim that Carousel's Licensor's software products, when used in accordance with this EULA and the Support Services Agreement between Carousel and Customer, infringes any copyright, trade secret rights or patent rights of any third party ("Infringement") and Carousel's Licensor shall pay all costs, settlements and damages incurred in connection with any such claim, provided: (a) Carousel's Licensor shall have sole control of the defense and/or settlement of such claim or suit (except that Customer may participate in the defense and/or settlement of any such claim with counsel of its own choosing, and at its own expense); (b) Customer will notify Carousel's Licensor promptly, in writing, (provided that that any delay or failure of notice shall not relieve Carousel's Licensor of its obligations except to the extent prejudiced thereby) of each such claim or suit and shall give Carousel's Licensor all information known to Customer relating thereto; and (c) Customer will cooperate with any reasonable request of Carousel's Licensor in the settlement or defense of any such claim or suit. To the extent that any settlement involves material commitments, responsibilities or obligations on the part of Customer, such settlement shall require the prior written consent of Customer.

If all or any part of the software products are, or in the opinion of Carousel's Licensor, may become the subject of any claim or suit for Infringement, or in the event of any adjudication that the software or any part thereof does infringe, or if the use of the software or any part thereof is enjoined, Carousel's Licensor may, at its expense and discretion do one or more of the following: (i) procure for Customer the right to use the software or the affected part of the software; (ii) replace the software or the affected part of the software with non-infringing software providing substantially similar functionality; (iii) modify the software or the affected part of the software to make it non-infringing; or (iv) if none of the foregoing remedies are commercially feasible, terminate this EULA and that portion of the Support Services Agreement between Carousel and Customer pertaining to Carousel's Licensor's software products.



**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 6**

**Amend No. \_\_\_\_\_**

**Date Prepared:** May 26, 2016  
**Council Meeting Date:** June 20, 2016

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**TO:** Jeffry Ceasrine, Acting Town Manager  
**FROM:** Michael P. DiCicco, Director of Public Works  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Professional Survey Services for South Pier Road

**RECOMMENDATION:**

That the Town Council approves the proposal from Frisella-Balch and Associates, to provide professional survey services required for a specific portion of South Pier Road near the entrance to Narragansett High School, in the amount of \$3,195.00.

**SUMMARY:**

This project is being developed as part of the "Safe Routes to School" Program, to create a section of ADA compliant sidewalks from Thayer Street to the entrance of the High School along very busy South Pier Road, in response to concerns from parents and residents about walking conditions along that section. Frisella-Balch and Associates, Inc. was selected by DPW and our Pavement Management Design Group, BETA Engineering, to complete the survey work for this project because of their extensive knowledge and experience in Narragansett.

In accordance with the Town of Narragansett's purchasing ordinance, the proposal from Frisella-Balch and Associates is exempt from the competitive bidding process and can "be awarded on the basis of professional qualifications, experience and the ability to satisfactorily complete the work within time and budget constraints". Completion of this work will provide the detailed information needed to design the improvements and obtain regulatory permits for reconstruction of this section.

Funding is available in the Public Works Capital Projects Account #00200710 57002, Pavement Management.

**ATTACHMENTS:**

1. Class III Survey Proposal – Partial of South Pier Road from Frisella-Balch & Associates, dated 5/24/2016.



May 24, 2016

Mike DiCicco  
Public Works Director  
Department of Public Works  
Town of Narragansett  
260 Westmoreland Street  
Narragansett RI 02882

Re: Class III Survey – Partial of South Pier Road

Dear Mr. DiCicco:

We have been contacted by Mike Zavalia, PE of Beta Engineering to provide a cost to perform surveys and draft a plan for a portion of South Pier Road near the entrance to the Narragansett High School. I am forwarding this estimate to you at his request.

Mike Zavalia has provided us a sketch showing the area to be surveyed. Our survey will be done in a similar manner that we have done for the other road surveys that we have performed for the town in the last couple of years. We will survey from approximately 125' westerly of the centerline of Thayer Avenue then easterly to a point located approximately 160' east of the entrance drive to the high school. Our survey will also include the marked cross walk in the high school drive entrance. Mike has also asked that we located as many trees as reasonable between the west side of Thayer Avenue to the east side of the school driveway.

The Narragansett Department of Public Works will provide a flagger or two as needed while we survey within the travel lanes of South Pier Road. We do not expect we will need flagger(s) for more than an hour or so. We will contact your office to schedule the flagger(s).

At this point I am not sure if this will be an addendum to the Purchase Order (PO) previously issued to my office or if a new PO will be issued. Our firm would perform these services for a **fee of \$3,195.00**.

Land  
Surveying

Subdivisions

Septic Design

Site Planning

Regulatory  
Permitting

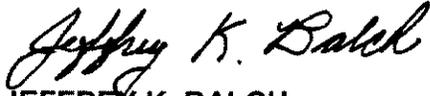
Consulting

Elevation  
Certificates

Mr. Michael DiCicco  
May 24, 2016  
Page 2 of 2

Please contact me if you desire any further information or explanation.

Respectfully submitted,



**JEFFREY K. BALCH**  
Professional Land Surveyor

cc: Michael Zavalía, P.E., Beta Engineering (by email)

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

CC: 7

Amend No. \_\_\_\_\_

**Date Prepared:** June 14, 2016  
**Council Meeting Date:** June 20, 2016

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**TO:** Jeffry Ceasrine, Acting Town Manager

**FROM:** Anne M. Irons, CMC - Town Clerk

**SUBJECT:** Miscellaneous Licenses- (One Day Peddler) Tim Bristow & Colby Blanchet d/b/a Yea Dog

**RECOMMENDATION:**

That the Town Council approve a Miscellaneous License application for a One Day Peddler License for June 25, 2016, June 26, 2015 and July 2, 2016 and July 3, 2016 and July 4, 2016 to Tim Bristow & Colby Blanchet d/b/a Yea Dog of Narragansett Rhode Island, subject to local and state regulations.

**SUMMARY:**

According to Town Ordinance 14-367 a license is required to sell items on any street in town and approved by the town council.

According to Town Ordinance 14-369 the fee is \$25.00 for each day.

**ATTACHMENT:**

1. Application

'16 JUN 15 AM 8:50

Town of Narragansett  
25 Fifth Avenue, Narragansett, RI 02882

ONE-DAY PEDDLER'S APPLICATION / LICENSE

Colby Blanchet & Tim Bristow Yea Dog  
Applicant's Name Trade Name

54 NARRAGANSETT AVE, NARRAGANSETT, RI 02882  
Mailing Address

401-~~508-1119~~  
Applicant's Telephone #

Colby Blanchet 6/14/16  
Applicant's Signature Date

Product(s): Hot Dogs, Chips, drinks

Date(s) of Event: June 25th, 26th July 2nd, 3rd, 4th

Type of Event: Mobile Food CART

Name/Address of Event: Yea Dog Mobile Food CART operated inside  
Narragansett complying with hours & areas of  
operation.

Required: Copy of Sales Permit, Division of Taxation ✓  
Copy of Certificate, Dept. of Health ✓

ONE-DAY PEDDLER'S LICENSE @: \$25.00 per day FEE: \$ 125

APPROVED BY THE TOWN CLERK  
OF NARRAGANSETT

Anne M. Irons, CMC

DATE: \_\_\_\_\_

Town Seal

This approved one-day license must be displayed each day of the event referenced above.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 8**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** May 25, 2016  
**Council Meeting Date:** June 20, 2016

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**TO:** Jeffrey Ceasrine, Acting Town Manager  
**FROM:** Michael DiCicco, Director of Public Works  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Emergency Repairs to Rescue 2

**RECOMMENDATION:**

That the Town Council approves, ratifies and confirms the emergency repairs to Rescue 2, performed by Tasca Automotive Group, in the amount of \$4,745.44.

**SUMMARY:**

Rescue 2 came to Fleet Maintenance in March for troubleshooting of an engine fluid leak. Fleet Maintenance mechanics discovered that the leak was caused by a malfunctioning and worn out head gasket in the engine. Due to the workload that Fleet Maintenance was dealing with at the time, three quotes were obtained from outside vendors to perform the work, so the Rescue could be put back in service as quickly as possible.

Pascale Service Corporation's quote came to \$8,167.90, while Flood Ford Narragansett provided a quote in the amount of \$4,704.66. Tasca Automotive provided a quote in the amount of \$5,283.65, and given their ongoing excellent service record with us and fast turnaround times, we opted to have them complete the repairs and the vehicle was towed to their facility. Acting Town Manager Ceasrine gave written approval to have the work performed and Purchase Order 20164412 was issued.

Tasca repaired the vehicle, and returned it to us on April 1, 2016, submitting a final invoice of \$4,745.44 (attached) which was \$538.21 less than their estimate. As of this date, the Rescue is 100% repaired and is back in service.

Funding is available in the Public Works Fleet Maintenance Division Operating Account #0001735 50504, Vehicle Maintenance/Repair.

**ATTACHMENTS:**

1. March 22, 2016 Memo to ATM Ceasrine requesting authorization (signed/approved on March 25, 2016 by ATM)
2. PO 20164412
3. Invoice 407651 from Tasca.

**TOWN OF NARRAGANSETT**  
**DEPARTMENT OF PUBLIC WORKS**  
 INTER OFFICE MEMORANDUM

**To: Jeff Casrine, Acting Town Manager/ Town Engineer**  
**From: Steve Daignault, DFW Deputy Director**  
**Subject: Emergency Repairs to Rescue 2**  
**Date: March 22, 2016**  
**Cc: Susan Gallagher, Purchasing Manager**

Rescue 2, a 2009 Ford E450 Rescue vehicle, is in need of new engine head gaskets as discovered by Fleet Maintenance.

It has been determined by our Department that it would be more feasible to sub-contract this work out due to the amount of work that Fleet is currently back-logged with.

Fleet Maintenance has obtained 3 quotes to repair the vehicle. They are as follows:

- |    |                              |            |
|----|------------------------------|------------|
| 1. | Tasca Automotive Group #87A1 | \$5,283.65 |
| 2. | Pascale Service Corporation  | \$8,167.90 |
| 3. | Flood Ford Narragansett      | \$4,704.66 |

We are requesting your permission to complete the emergency repairs to Rescue 2 and to use the services that would be provided by Tasca Automotive Group. The reason that we are requesting that the work be given to Tasca rather than the low quote submitted by Flood Ford is because of the terrible track record that Flood Ford has with us in terms of Service. In 2013 Rescue 1 was there for a month having the same type of service done and was a big inconvenience for the Fire Department as well as poor customer service on the part of Flood Ford. We hope to avoid this type of incidence again. Tasca Automotive Group has been working with us since then and has developed a good relationship with our Fleet Maintenance Division and also provided customer support.

Once work is complete and we receive the final invoice we will go forward with the Approve, Ratify, and Confirm paperwork for Council Approval on the respective Agenda.

Attachment: 3 Quotes

*OC*  3/25/16

# Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20164412-00**

Delivery must be made within doors of specified destination.



B I L L T O

TOWN OF NARRAGANSETT  
ATTENTION: ACCOUNTS PAYABLE  
25 FIFTH AVENUE  
NARRAGANSETT, RI 02882

V E N D O R

Tasca Automotive Group Inc.  
1300 Pontiac Avenue  
Cranston RI 02920

S H I P T O

Public Works  
260 Westmoreland Street  
Narragansett RI 02882

Vendor Phone Number		Vendor Fax Number		Requisition Number 16004961		Delivery Reference Rescue 2	
Date Ordered 03/30/2016		Vendor Number 8791		Date Required		Freight Method/Terms	
						Department/Location Public Works	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
1	Head gaskets - Rescue 2  The Above Purchase Order Number Must Appear On All Correspondence - Packing Slips And Bills Of Lading  Necessary repairs to engine head gaskets for Rescue 2, per attached quote. <b>0001735 - 50504</b> <span style="float: right;"><b>\$5,283.65</b></span>  <i>Necessary repairs to engine head gaskets on Rescue 2 that Fleet Maint is unable to perform. 3 quotes for repairs obtained: Flood Ford (4,704.66); Tasca (\$5,283.65) &amp; Pascale (\$8,167.90). TM approved sending Unit to Tasca (2nd lowest quote), on recommendation of S. Daignault, due to prior poor service from low bidder Flood Ford. (See attached memo and quotes). Going before TC as a/r/c.</i>	5283.6	DLLR	\$1.000	\$5,283.65		

By *Quon W. Gallagher*  
Purchasing Manager

ACCOUNTING COPY

Total Ext. Price	\$5,283.65
<b>PO Total</b>	<b>\$5,283.65</b>



**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 9**

**Amend No. \_\_\_\_\_**

**Date Prepared:** May 26, 2016

**Council Meeting Date:** June 20, 2016

---

**TO:** Jeff Ceasrine, Acting Town Manager  
**FROM:** Sean Corrigan, Police Chief  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Emergency Purchase/Installation of MDT tablet

**RECOMMENDATION:**

That the Town Council approves, ratifies and confirms the MDT tablet purchase and installation services for a Police vehicle from Island Tech Services, LLC in the amount of \$4,910.00.

**SUMMARY:**

The Deep Water Wind Project requested many Police cars to work the multitude of details that were needed. The Police Department had a car that was set to be decommissioned and the MDT had already been removed and transferred to a new cruiser.

In order to fill the demand for details, the Police Department needed to purchase an MDT and have it installed immediately so the police car could be back on the road to be used as a detail cruiser.

The Town Manager approved the emergency purchase and installation of the MDT (with accessories) and Purchase Order 20164446 was issued to Island Tech Services, in the amount of \$4,910.00.

Funding is available in the Police Department Capital Projects Account # 00200190 57008, MDT.

**ATTACHMENTS:**

1. Email from Town Manager giving approval, 3/29/16
2. PO #20164446 to Island Tech Services, LLC.

**Secretary Croy**

---

**From:** Captain Corrigan  
**Sent:** Tuesday, March 29, 2016 1:45 PM  
**To:** Secretary Croy  
**Subject:** FW: MDT Purchase

As requested

---

**From:** Jeff Ceasrine [mailto:jceasrine@narragansettri.gov]  
**Sent:** Monday, March 28, 2016 10:25 AM  
**To:** Sean Corrigan  
**Subject:** RE: MDT Purchase

Approved.  
Thanks  
jc

Jeffrey Ceasrine, P.E.  
Town Engineer\Acting Town Manager  
Town of Narragansett  
25 Fifth Avenue  
Narragansett, RI 02882  
401-782-0654

---

**From:** Sean Corrigan [mailto:scorrigan@narragansettri.gov]  
**Sent:** Monday, March 28, 2016 10:22 AM  
**To:** Jeff Ceasrine  
**Subject:** MDT Purchase

Jeff,

Update on the Deep Water Wind detail. They have been requesting up to seven cars a day for the detail. Great money for the workers and for the town but a bit of a challenge for the administration. The two cars we added to the traffic car fleet has helped meet the demand but other issues come up. The most recent one being that having that many cars out of the fleet at one time exacerbates the problems we have when something goes wrong with any of our cars that are good for shift use

For example, one of our cars has an MDT that is over 10 years old and with the recent updates to our operating system it does not operate consistently. The frequent breakdowns make it ineffectual for shift work. To solve this problem I have about 5K left in the MDT capitol line and would like to purchase a replacement (see attached quote). Can we do an emergency purchase on this so that I can get this car up to par. The provider we have the quote from did the last four of our installs.

Respectfully,

5

REPRINT

# Purchase Order



Fiscal Year 2016 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20164446-00**

**BILL TO**

TOWN OF NARRAGANSETT  
ATTENTION: ACCOUNTS PAYABLE  
25 FIFTH AVENUE  
NARRAGANSETT, RI 02882

Delivery must be made within doors of specified destination.

**VENDOR**

Island Tech Services LLC  
P.O. Box 88  
Brookhaven NY 11719

**SHIP TO**

Police Department  
40 Caswell Street  
Narragansett RI 02882

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
631-447-2442		631-447-2514		16005013		Chief Corrigan	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
03/31/2016	734				Police Department		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	MDT Installation The Above Purchase Order Number Must Appear On All Correspondence - Packing Slips And Bills Of Lading MDT Tablet for vehicle, accessories and installation. See Quote ITSQ15164. <b>00200190 - 57008</b> <span style="float: right;"><b>\$4,910.00</b></span>			1.0	EACH	\$4,910.000	\$4,910.00
<p><i>Department will place order. Approval from Town Manager to go to TC for Approve/Ratify/Confirm.</i></p>							

By *Dwan W. Gallagher*  
Purchasing Manager

ACCOUNTING COPY

Total Ext. Price	\$4,910.00
<b>PO Total</b>	<b>\$4,910.00</b>

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 10**

**Amend No. \_\_\_\_\_**

**Date Prepared:** June 10, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Jeffrey Ceasrine, P.E., Acting Town Manager  
**FROM:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Award of bid – Perennials at the Port of Galilee

**RECOMMENDATION:**

That the Town Council awards the bid for “Perennials at the Port of Galilee” to the sole bidder, Clark Farms, Inc., in the amount of \$4,100.00.

**SUMMARY:**

This bid was for the preparation, provision and installation of perennials at two locations in the Port of Galilee. The bidder is responsible for providing all the necessary labor and materials for this work. The first area is to re-do the plantings in front of the Galilee welcome sign. The second area is to install perennials on the island on Sand Hill Cove Road.

The request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Six vendors were solicited and only one responded. The attached spreadsheet lists the results from the solicitation.

Funding is available in the Galilee Fund, Account #0505 50610, Other Improvements.

**ATTACHMENTS:**

1. June 9, 2016 solicitation spreadsheet for bid opening.



**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 12**

**Amend No. \_\_\_\_\_**

**Date Prepared:** June 7, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Honorable Town Council  
**FROM:** Jeffry Ceasrine, P.E., Town Engineer\Acting Town Manager  
**SUBJECT:** Collective Bargaining Agreement – IBPO Local 303

**RECOMMENDATION:**

That the Town Council approves the Agreement between the IBPO Local 303 (Police) and the Town of Narragansett for a three (3) year term, beginning July 1, 2016, and authorizes the Town Manager to sign same.

**SUMMARY:**

The negotiating team that was appointed by the Town Council has been engaged in contract negotiations with representatives of IBPO Local 303 since February 2016.

The parties have reached a Tentative Agreement (TA) for a three (3) year successor collective bargaining agreement (CBA), with an effective date of July 1, 2016 (the day after the expiration of the current CBA). Local 303 has scheduled the TA for ratification by its membership for the week of June 13, 2016.

If both parties vote to accept the TA, the terms set forth therein will be incorporated into the CBA accordingly.

The salient points of the Tentative Agreement are as follows:

- Raises** 2% per year for each of the three (3) years, with a 1% increase on the last day of the contract (June 30, 2019)
- Health Care** All employees will be covered by BC Healthmate 250, with 20% Rx; co-shares to be 15% (1<sup>st</sup> year), 17% (2<sup>nd</sup> year), and 20% (3<sup>rd</sup> year).  
Health Care buyback will decrease from the current 60% to 50% in 2<sup>nd</sup> year.
- Holiday** Add one-half day holiday (Christmas Eve); recalculate holiday pay from one-fifth weekly basis to one-fourth weekly basis starting July 1, 2017, to better match working schedule.
- Pension** Add clause that pension applications are to be considered by the Pension Board.
- Detail Pay** Increase in traffic and special detail compensation (pass through; paid by agency that requests the detail).
- Uniforms** \$1,275 (1<sup>st</sup> year), \$1,100 (2<sup>nd</sup> and 3<sup>rd</sup> years).
- Misc.** Language clarifications on sick leave, emergency overtime, administrative schedule, qualification (firearms), vacation leave, and discrimination clause.

The new CBA will move the Town closer to a uniform set of health care benefits for all Town employees, which was one of the major goals of this negotiation process. The negotiating team believes that this TA is fair and reasonable, and is consistent with other recent collective bargaining negotiations in terms of overall financial impact on the Town.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 12**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** June 2, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Jeffry Ceasrine, Acting Town Manager  
**FROM:** Michael DiCicco, Director of Public Works  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Contract for Sidewalk Repair/Trip Hazard Removal Services

**RECOMMENDATION:**

That the Town Council approves the contract with Precision Concrete Cutting for sidewalk repairs/trip hazard removal on designated roads, in the amount of \$19,443.94.

**SUMMARY:**

The Department of Public Works would like to mitigate trip hazards in high pedestrian areas without the high cost of complete sidewalk replacement. With this service we will be able to bring these sidewalks into A.D.A. compliance and decrease hazardous liabilities. The current proposal includes removing trip hazards on Brown St, Kingstown Rd, Rodman St, Narragansett Ave, Caswell St, and Beach St.

Precision Concrete Cutting is a sole source company authorized to provide this service in Connecticut and Rhode Island. 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 Department of Public Works Capital Projects Account #00200710 57002, Pavement Management.

**ATTACHMENTS:**

1. Precision Concrete Cutting Proposal, dated May 10, 2016
2. Sole source letter from Precision Concrete Cutting.

Town of Narragansett  
260 Westmoreland St. East  
Narragansett, RI 02882  
401-782-0693  
Stephen Daignault



Survey For:

Town of Narragansett

*Cutable Sidewalk Trip Hazards  
1/2" to 2"*

May 10, 2016

**BID #426**

Hello Stephen,

The following is an estimate for trip hazard removal work.

---

<b>Total Estimate Amount</b>	<b>\$19,443.94</b>
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---

**Cost Savings Analysis:**

Average Cost per square foot:	\$3.14
<b>Approximate Savings:</b>	<b>82%</b>
<b>Savings over Removal and Replacement:</b>	<b>\$85,922</b>

**Detail on work that would be completed:**

No. of trip hazards	178
Total lineal feet cut	1,033
Total inch feet cut	499
<b>Total estimate amount</b>	<b>\$19,443.94</b>

---

**AVERAGE LINEAL FT PRICE:** \$18.82

Sincerely,

Sal Ceneri  
Precision Concrete Cutting, Inc.  
203-410-3086  
800-553-1144  
sal@safesidewalks.com

Town of Narragansett  
 260 Westmoreland St. East  
 Narragansett, RI 02882  
 401-782-0693  
 Stephen Daignault



Precision Concrete Cutting  
 254 St. John St.  
 New Haven, CT 06511  
 ph: (800)-553-0949  
 fax: (203) 507-2202  
 Federal ID#: 04-3800739

**Survey For:**

**Town of Narragansett**  
**Brown St.: South side of road**  
*Cutable Sidewalk Trip Hazards*  
*1/2" to 2"*

May 10, 2016

**Total Ln Ft**  
**61.5**

**Total Inch Ft**  
**26.00**

PRECISION CONCRETE CUTTING					
No	Size	Size	Linear Ft	Location	Inch Feet
1	0.5	0.25	4	Corner x cut	1.50
2	0.5	0.25	4	x cut near white house driveway	1.50
3	0.5	0	4	8	1.00
4	0.625	0.375	4	12	2.00
5	0.5	0.5	4	12	2.00
6	0.625	0	4	12	1.25
7	0.625	0.375	4	12 x cut	2.00
8	0.75	0.25	5.5	18	2.75
9	0.5	0.375	4	18 x cut	1.75
10	0.625	0	4	22	1.25
11	0.75	0.5	4	8 x cut	2.50
12	0.875	0	4	8	1.75
13	0.75	0.25	4	8 x cut	2.00
14	0.75	0	4	Corner	1.50
15	0.5	0.125	4	Corner	1.25
		<b>Totals:</b>	<b>61.5</b>		<b>26.00</b>

**Total Cost \$1,014.00**

**GRAND TOTAL \$1,014.00**

Town of Narragansett  
 260 Westmoreland St. East  
 Narragansett, RI 02882  
 401-782-0693  
 Stephen Daignault



Precision Concrete Cutting  
 254 St. John St.  
 New Haven, CT 06511  
 ph: (800)-553-0949  
 fax: (203) 507-2202  
 Federal ID#: 04-3800739

**Survey For:**

**Town of Narragansett  
 Kingstown Rd.: Caswell to Narragansett**

*Cutable Sidewalk Trip Hazards  
 1/2" to 2"*

May 10, 2016

**Total Ln Ft  
 386.5**

**Total Inch Ft  
 170.44**

PRECISION CONCRETE CUTTING					
No.	Size	Size	Lineal Ft	Location	Inch Feet
1	0.5	0	5.5	57	1.38
2	0.625	0.25	6	59	2.63
3	0.625	0.25	6	59	2.63
4	0.5	0.375	6	59	2.63
5	0.625	0	7	63 z cut	2.19
6	0.5	0	5	63	1.25
7	0.625	0.25	6	63	2.63
8	0.5	0.5	3.5	63 x cut	1.75
9	1	0.25	5.5	63 corner with crack	3.44
10	0.5	0	5	63 driveway	1.25
11	0.75	0.5	6	67	3.75
12	0.5	0	5	67	1.25
13	0.875	0	4	67	1.75
14	1.5	0	6	67 include crack at end	4.50
15	0.75	0	5	67	1.88
16	0.875	0.875	5.5	67 x cut some asphalt	4.81
17	0.625	0.5	6	67 x cut	3.38
18	0.75	0.25	6	67 x cut	3.00
19	0.75	0.5	8	67 x cut with crack, might want to replace	5.00
20	0.5	0	4	67 might want to replace	1.00
21	0.75	0	6	67 past driveway might want to replace	2.25
22	0.5	0	4.5	67 past driveway	1.13
23	0.5	0	5	67 past driveway	1.25
24	0.625	0	3	67 past driveway	0.94
25	0.5	0	5	67 past driveway include crack	1.25
26	0.625	0	2	75	0.63
27	0.75	0	2	75 start of driveway	0.75
28	0.75	0.5	10	Ramp at corner of robinson	6.25
29	1.125	0.75	7	Ramp at corner of robinson x cut and crack	6.56
30	0.5	0	3	83	0.75
31	0.5	0	6	83	1.50
32	0.5	0.5	7	87 driveway	3.50
33	0.5	0.375	5	87 driveway	2.19

34	0.75	0.5	5.5	91 driveway	3.44
35	0.625	0	2	Corner of atlantic crack	0.63
36	0.5	0	3	Corner of atlantic	0.75
37	0.75	0	5	Corner of atlantic	1.88
38	0.5	0	5	Corner of atlantic crack might want to replace	1.25
39	0.5	0.25	4.5	Corner or mansion	1.69
40	0.5	0.25	5	Corner or mansion	1.88
41	0.5	0	3	Corner or mansion	0.75
42	0.625	0.625	5	Before regina cottage crack	3.13
43	0.5	0.25	5	Before regina cottage	1.88
44	0.5	0.25	5	regina cottage x cut	1.88
45	0.75	0	4	regina cottage	1.50
46	0.75	0.75	3	regina cottage x cut at driveway	2.25
47	0.75	0	4	Across from 132	1.50
48	0.625	0.5	6	Across from 132 x cut	3.38
49	0.625	0.375	5	Across from 132 crack x cut	2.50
50	0.5	0.5	8	Corner of narr include crack	4.00
51	0.625	0	5	Across from station near tree	1.56
52	0.5	0.5	3	Across from station near tree x cut	1.50
53	0.75	0.25	5	Near pole 40	2.50
54	0.75	0	4	Near ice plant	1.50
55	0.5	0.25	3	On corner pole 62 crack	1.13
56	0.5	0	3.5	On corner pole 62	0.88
57	0.5	0.25	3	No parking sign	1.13
58	0.625	0	4		1.25
59	1.125	0.375	5	Corner of watson	3.75
60	0.5	0.5	4	Corner of watson x cut	2.00
61	0.5	0.375	6	102	2.63
62	1.75	0.125	6	100	5.63
63	0.5	0	6	100	1.50
64	0.5	0.25	6	100	2.25
65	0.625	0	4	98 but near water spout	1.25
66	0.5	0.375	6	98 driveway	2.63
67	0.75	0	3	Corner of 5th	1.13
68	0.5	0	5	86	1.25
69	0.5	0	4	86	1.00
70	0.75	0	3	86 driveway	1.13
71	0.5	0.25	6	Corner of robinson	2.25
72	0.5	0.25	6	Corner of robinson	2.25
73	0.5	0	5	Corner of robinson include crack	1.25
74	0.75	0.5	6	68 driveway x cut	3.75
75	0.75	0	3	48	1.13
76	0.5	0	4	48	1.00
77	1	0	7.5	Corner of caswell include crack	3.75
78	0.75	0	6	Corner of caswell	2.25
		<b>Totals:</b>	<b>386.5</b>		<b>170.44</b>

**Total Cost**

**\$6,647.06**

GRAND TOTAL

\$6,647.06

Town of Narragansett  
 260 Westmoreland St. East  
 Narragansett, RI 02882  
 401-782-0693  
 Stephen Daignault



Precision Concrete Cutting  
 254 St. John St.  
 New Haven, CT 06511  
 ph: (800)-553-0949  
 fax: (203) 507-2202  
 Federal ID#: 04-3800739

**Survey For:**

**Town of Narragansett**  
**Rodman St.: Boon to 5th**  
*Cutttable Sidewalk Trip Hazards*  
*1/2" to 2"*

May 10, 2016

**Total Ln Ft**  
**122**

**Total Inch Ft**  
**61.13**

PRECISION CONCRETE CUTTING					
No	Size	Size	Lineal Ft	Location	Inch Feet
1	0.5	0.125	4	6	1.25
2	0.5	0.25	4	Yellow hydrant	1.50
3	0.5	0.25	4	Yellow hydrant	1.50
4	0.5	0	4.5	Corner of caswell	1.13
5	0.5	0.5	4.5	Church x cut	2.25
6	0.5	0.5	4	Church crack	2.00
7	0.5	0	4	Church	1.00
8	0.625	0	2	105	0.63
9	0.5	0.125	5	Corner of 5th near hydrant	1.56
10	0.625	0	6	Corner of 5th near hydrant clean up crack	1.88
11	0.5	0.375	5	122	2.19
12	0.5	0.125	5	118	1.56
13	0.625	0.625	5	118 corner clean up cracks	3.13
14	0.75	0	4	114	1.50
15	0.625	0	4	108	1.25
16	1.25	0.625	5	108	4.69
17	1.25	1	5	Corner of deborah manhole	5.625
18	0.5	0.25	2	100 crack	0.75
19	0.5	0.25	5	100	1.88
20	1	0.375	12	Corner of rockland off curb	8.25
21	0.5	0.5	5	80	2.50
22	1.25	0.25	5	Corner of caswell clean up crack	3.75
23	0	0		Corner of caswell curb	
24	0.875	0.375	8	72 clean up bump and crack	5.00
25	0.5	0.5	5	72	2.50
26	0.5	0.25	5	58	1.88
		<b>Totals:</b>	<b>122</b>		<b>61.13</b>

**Total Cost \$2,383.88**

**GRAND TOTAL \$2,383.88**

**Town of Narragansett**  
 260 Westmoreland St. East  
 Narragansett, RI 02882  
 401-782-0693  
 Stephen Daignault



**Precision Concrete Cutting**  
 254 St. John St.  
 New Haven, CT 06511  
 ph: (800)-553-0949  
 fax: (203) 507-2202  
 Federal ID#: 04-3800739

**Survey For:**

**Town of Narragansett**  
**Narragansett Ave.: Caswell to Beach St.**

*Cutttable Sidewalk Trip Hazards*  
*1/2" to 2"*

May 10, 2016

**Total Ln Ft**  
**40.5**

**Total Inch Ft**  
**15.94**

PRECISION CONCRETE CUTTING					
No	Size	Size	Lineal Ft	Location	Inch Feet
1	0.75	0.75	6	Yellow bldg	4.50
2	0.5	0	5	Yellow bldg	1.25
3	0.5	0	5	Corner near condos	1.25
4	0.5	0.25	6	Corner near condos	2.25
5	0.5	0.25	6	Corner near condos	2.25
6	0.875	0.375	3.5	Near 1A sign crack	2.19
7	0.5	0	9	Corner of narr and caswell across from market place crack	2.25
		<b>Totals:</b>	<b>40.5</b>		<b>15.94</b>

**Total Cost** **\$621.56**

**GRAND TOTAL** **\$621.56**



Town of Narragansett  
 260 Westmoreland St. East  
 Narragansett, RI 02882  
 401-782-0693  
 Stephen Daignault



Precision Concrete Cutting  
 254 St. John St.  
 New Haven, CT 06511  
 ph: (800)-553-0949  
 fax: (203) 507-2202  
 Federal ID#: 04-3800739

**Survey For:**

**Town of Narragansett  
 Beach St.: Narragansett to Kingstown**

*Cutable Sidewalk Trip Hazards  
 1/2" to 2"*

May 10, 2016

**Total Ln Ft  
 310.5**

**Total Inch Ft  
 181.63**

PRECISION CONCRETE CUTTING					
No.	Size	Size	Lineal Ft	Location	Inch Feet
1	0.625	0.5	7	Corner near hydrant	3.94
2	0.5	0	7	Corner near hydrant	1.75
3	0.625	0	7	Corner near hydrant	2.19
4	0.75	0.75	4.5	Crack on corner near manhole	3.38
5	0.875	0	6	Near benches	2.63
6	0.625	0	5	Near benches	1.56
7	1	0	3.5	Near benches	1.75
8	1.5	0.625	8	Near benches	8.50
9	0.5	0	4	Near benches	1.00
10	0.5	0.375	6	Near benches and man hole clean up crack	2.63
11	1	0	6	Near benches and man hole corner cut	3.00
12	0.5	0.5	8	Benches heavy tool	4.00
13	0.5	0	8	Benches on corner	2.00
14	0.5	0.125	8	Benches on corner	2.50
15	0.875	0	4	Benches on corner near manhole	1.75
16	0.625	0	6	Benches on corner near manhole crack	1.88
17	0.5	0	7	Benches on corner crack	1.75
18	1	0	3	Corner of matthewson	1.50
19	1	0	10	Corner of matthewson corner cut	5.00
20	1	0	13	Near oceanside sign clean up cracks	6.50
21	1.125	0	23	Against traffic	12.94
22	0.75	0	5	Seaside shopping sign	1.88
23	1.25	0	29	Against traffic near seaside sign	18.13
24	1.125	0.5	3	seaside sign	2.44
25	0.5	0.375	15	seaside sign corner cut	6.56
26	1.125	0	23	Against flow corner cut	12.94
27	0.875	0.25	6	Corner crack	3.38
28	1.25	1.375	12	Near parking corner boston neck/ narr against traffic	15.75
29	1	0.5	2.5	Near pole on corner	1.88
30	1	0.625	3	Near pole on corner crack	2.44
31	1	0.625	52	Near parking against traffic	42.25
32	0.625	0	6	Missed one at start near town beach sign crack	1.88

	<b>Totals:</b>	<b>310.5</b>	<b>181.63</b>
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**Total Cost** **\$7,083.38**



**GRAND TOTAL** **\$7,083.38**

**Red Highlighted items are trip hazards that are against the flow of traffic**



3191 N. Canyon Road Provo, UT 84604  
P: (801) 224-0025 F: (801) 224-0062  
[www.SafeSidewalks.com](http://www.SafeSidewalks.com)

March 3, 2014

To Whom It May Concern:

Due to the nature of our business, and in lieu of the ability to receive competitive bids, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office. These patents enable us, and our branch offices, to provide the best available trip hazard removal service to our clients.

Sal Ceneri and Precision Concrete Cutting, Inc. is the only company in Rhode Island authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 7,143,760  
U.S. Pat. No. 6,827,074  
U.S. Pat. No. 7,000,606  
U.S. Pat. No. 6,896,604  
U.S. Pat. No. 7,201,644  
U.S. Pat. No. 7,402,095

Precision Concrete Cutting, Inc and Sal Ceneri are the sole-sourced provider for this service. If you have any questions or comments please feel free to give me a call.  
Regards,

Regards,

Aaron C. Ollivier  
President  
Precision Concrete Cutting  
3191 N. Canyon Rd  
Provo, Utah 84604  
(801) 373-3990



**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 13**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** June 7, 2016  
**Council Meeting Date:** June 20, 2016

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**TO:** Jeffry Ceasrine, Acting Town Manager  
**FROM:** Michael DiCicco, Director of Public Works  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Purchase of a Falcon Recycling Hot Box

**RECOMMENDATION:**

That the Town Council approves the purchase of a Falcon 4-ton recycling hot box from W. H. Rose in accordance with National Joint Powers Association (NJPA) pricing, in the amount of \$35,921.00.

**SUMMARY:**

As part of the Department of Public Works ongoing efforts to improve productivity and the delivery of quality service to the community, all of the existing maintenance and service activities are periodically reviewed and analyzed. As the Town Council is well aware, personnel from the Highway Division are regularly patching pot holes with cold patch, repairing pavement disturbed during storm drain repairs, repairing old deteriorated utility road cuts, etc. Cold patch, which can be used all year, does not provide a durable long term repair. Hot mix asphalt, which is only available locally during the construction season, must be placed quickly while it is still hot. Because of the difficulty of keeping the mix hot until it can be placed, it is not typically used for pothole repair. During the winter season, hot mix is not available close by and must be hauled a long enough distance that it would arrive at the job site too cold to be usable.

The equipment industry responded some years back with equipment designed to keep hot asphalt hot until it can be placed. They are referred to as Hot Boxes. Unused hot asphalt mix that otherwise would have been disposed can even be reheated days or weeks later if required. If hot asphalt mix is needed during the winter season when the local plant is shut down, the Hot Box can be sent to a plant that is open, and deliver it in perfect condition for placement that same day or the next. It will enable crews to utilize hot mix for more of the repairs as compared with cold patch, allow completion of repairs with mix kept at the proper temperature, and significantly reduce the amount of mix that is wasted because it got too cold to place. Productivity and quality of work will be greatly improved with the use of a Hot Box.

Various alternatives for procurement of a Hot Box were considered and Public Works selected the National Joint Powers Association (NJPA) contract. The Town will be purchasing this item under the competitively procured NJPA contract with W.H. Rose in order to take advantage of the purchasing power associated with a large nationwide procurement. The Town joined the alliance to take advantage of these competitive bids

with large-volume buying power.

Funding is available in the Public Works Capital Projects Account #00200730 57071, Equipment Replacement.

**ATTACHMENTS:**

1. Quotation from W. H. Rose, dated April 7, 2016
2. Falcon Hot Box Data Sheet.



# W. H. Rose

9 Route 66 East · Columbia, Connecticut 06237 · Telephone (860) 228-8258 · Fax (860) 228-8313

Town of Narragansett  
Dept. of Public Works  
260 Westmorland St.  
Narragansett, RI 02882

4/7/2016

Attn: Mike & Steve

Falcon 3 ton hopper asphalt recycling trailer  
 Extended frame  
 Diesel fired burner, automatic temperature control and 24 hour timer  
 Dump box feature with electric/hydraulic power unit  
 Push button controls for dump  
 Two 12 volt batteries  
 Battery charger  
 Dual burners  
 Tool holder 5 positions  
 Release agent dispenser holder  
 LED Light upgrade, one stop, tail & turn, one amber strobe per side  
 Fire Extinguisher  
 Rear Mounted thermometer  
 16" Tires  
 Conspicuity Tape  
 Painted red  
 Operators and parts manual, one year warranty  
 Tested and delivered to Narragansett.....\$ 35,543.00  
 Option: 4 ton trailer in lieu of 3 ton unit.....add \$ 378.00

**PLEASE NOTE: The above is in accordance with NJPA pricing**

Respectfully Submitted

*Ray Ouellette*  
Ray Ouellette

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

**ALL WARRANTY CONSIDERSTIONS MUST BE APPROVED AND DONE AT OUR FACILITY IN COLUMBIA CT.**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Falcon Slip-in Technical Data Sheet

- recycle asphalt
- hold hot mix
- heat cold patch

## Technical Data:

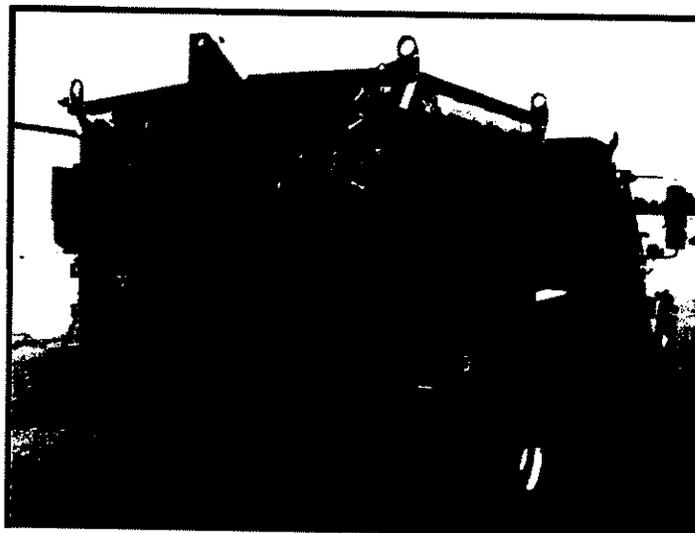
- 2, 3, 4, 5, 6, 8, and 10 Ton Capacity
- One Piece, Seamless, Ceramic Combustion Chamber
- 92% Combustion Efficiency
- 105,000 BTU Diesel or Propane Fuel Source
- Automatic Temperature Control
- 12 Volt Battery
- Hopper - Fully Insulated
- Triple Wall Construction
- Hopper Floor 1/4" Steel
- Floor and all Four Walls are Heated
- 10 Gauge Capping Channel and Corner Molding Add Structural Integrity to the Hopper Preventing it From Becoming Out of Square
- All Wiring External to Hopper
- Paint: Sandblasted with Two Coats of Epoxy Primer and Urethane Finish
- Shoveling Apron
- Hydraulic Material and Loading Doors Standard on 3, 4, 5, 6, 8, and 10 Ton with Hydraulic Fluid Supplied by the Tow Vehicle Through Quick-Disconnect System
- Length, Width, and Height of Units Varies Based on Hopper Capacity and Selected Options
- Fork Pockets for Mobility
- Operating Controls Located on Curbside Wherever Possible



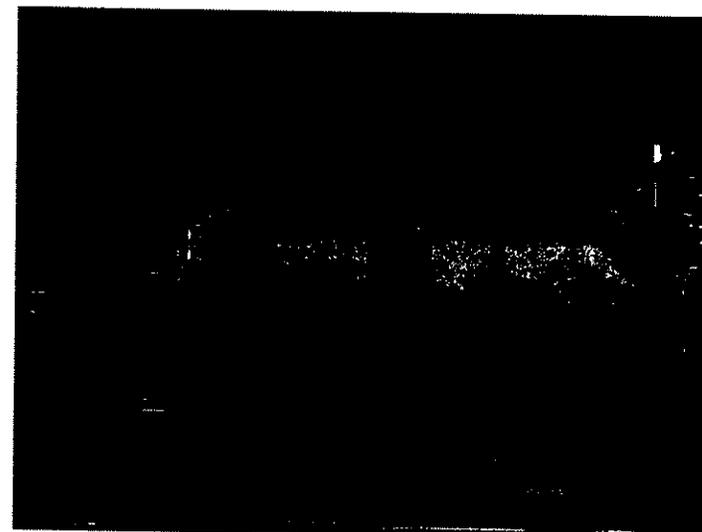
2-Ton Slip-in Mounted on Dump Bed



6-Ton Dual Burner Slip-in with Hook Lift Option



6-Ton Slip-in Mounted on Dump Truck



5-Ton Dual Burner Slip-in with Heated Tack Tank and Other Options



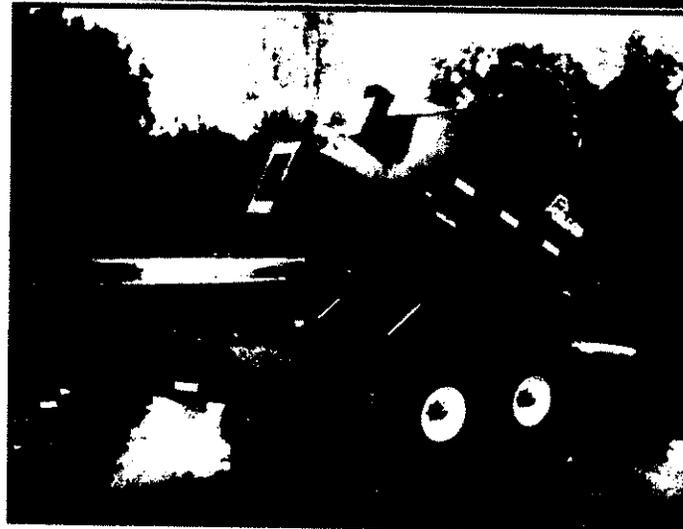


# Falcon RME Dump Box Technical Data Sheet

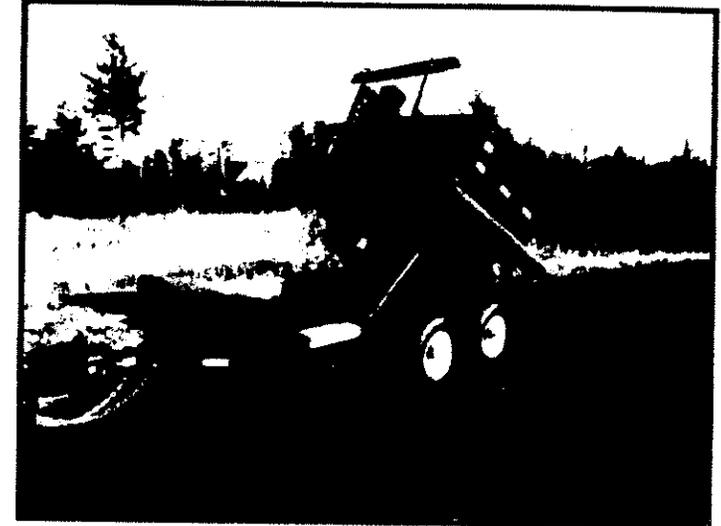
- Recycle Asphalt
- Hold / Transport Hot Mix
- Heat Cold Patch

## Standard Technical Data:

- Dump Box with 12 Volt Electric Over Hydraulic System - Hopper Tilts to any angle from level to 40°
- 2, 3 and 4 Ton Capacity
- One Piece, Seamless, Ceramic Combustion Chamber
- 92% Combustion Efficiency
- 105,000 BTU Diesel or Propane Fuel Source
- Automatic Temperature Control
- 12 Volt Battery
- Tandem Axle Trailer with Electric Brakes and Safety Breakaway
- Trailer Frame Steel: 2" x 6" x 3/16" Rectangular Tubing
- 8 Bolt Wheels
- Slipper Leaf Spring Axles
- Hopper - Fully Insulated
- Triple Wall Construction
  - Inner Wall - 10 Gauge Steel
  - Middle Wall - 16 Gauge Steel
  - Outer Wall - 16 Gauge Steel
- Floor and all Four Walls are Heated
- 10 Gauge Capping Channel and Corner Molding Add Structural Integrity to the Hopper Preventing it From Becoming Out of Square
- All Wiring External to Hopper
- Paint: Sandblasted with Two Coats of Epoxy Primer and Urethane Finish
- 2, 3 & 4 Ton GVWR of 14,000 lbs.
- Length: 14'
- Width: 83"
- Height: 2 Ton at 68"
- Height: 3 and 4 Ton at 74"
- FMCSA and NATM compliant
- Operating Controls Located on Curbside Wherever Possible



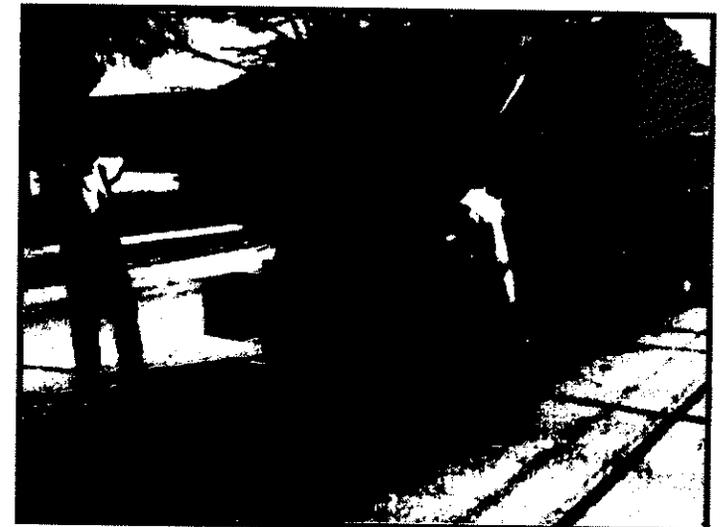
**4-Ton Dump Box with Winterization Package and Dual Burner Recycling Package**



**2-Ton Dump Box with Arrow Stick and Hydraulic Doors**



**4-Ton Dump Box with ST235/80-R 16" Tires**



**4-Ton Dump Box with Tack Tank, Solvent Tank and Hydraulic Doors Offloading Recycled Asphalt**



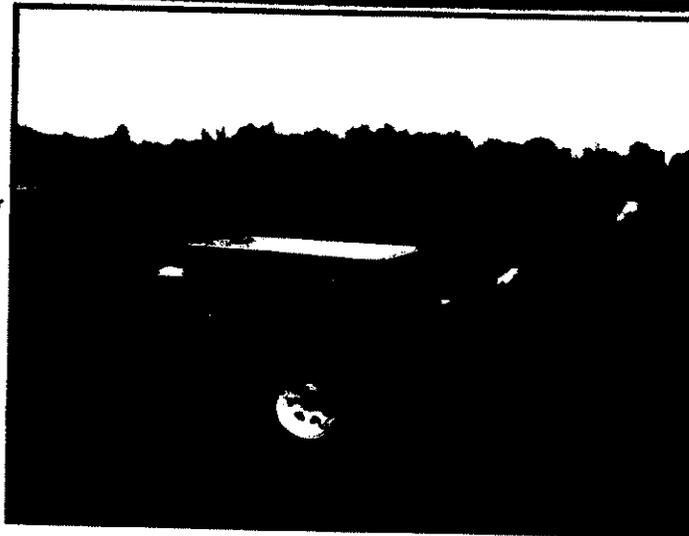


# Falcon "Mini" Technical Data Sheet

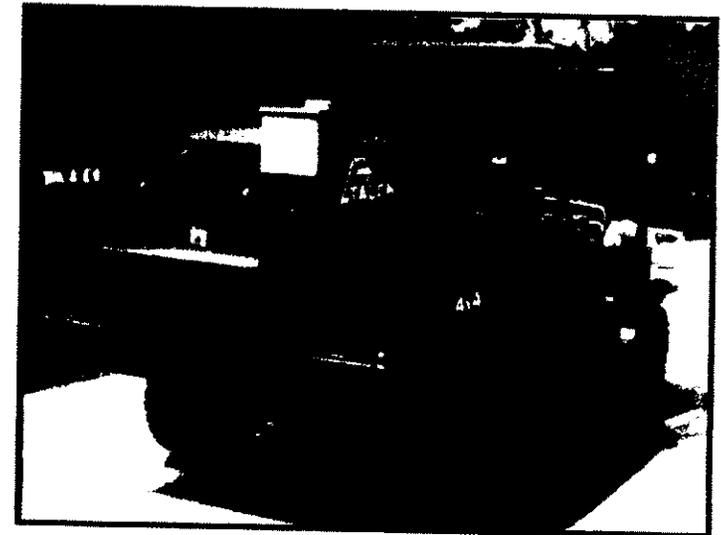
- recycle asphalt
- hold hot mix
- heat cold patch

## Technical Data:

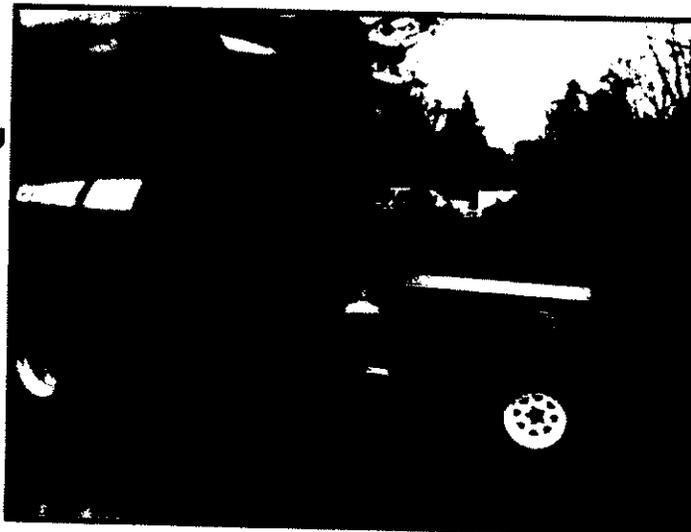
- 1/2 Ton or 1 Ton Capacity
- Slip-in and Trailer Models
- Automatic Temperature Controller
- Propane Fuel Source:
  - 80,000 BTU
- Vinyl Tarp Cover
- Propane Cylinder Bracket
- Hopper - Fully Insulated
- Triple Wall Construction
- Heated Floor & Hopper Walls
- 10 Gauge Capping Channel and Corner Molding Add Structural Integrity to the Hopper Preventing it From Becoming Out of Square
- All Wiring External to Hopper
- Paint: Sandblasted with Two Coats of Epoxy Primer and Urethane Finish
- Repair Areas:
  - 1/2 Ton: 4.5' x 4.5' x 4" Depth
  - 1 Ton: 6.3' x 6.3' x 4" Depth



**1/2 Ton Mini Trailer - Pickup Truck**  
Length: 98" Width: 59" Height: 49"



**1/2 Ton Mini Slip-in - Utility Vehicle**  
Length: 62" Width: 38" Height: 37"



**1/2 Ton Mini Trailer - Vacuum Excavation Truck**



**1 Ton Mini Slip-in - Vacuum Excavation Truck**  
Length: 83" Width: 38" Height: 37"



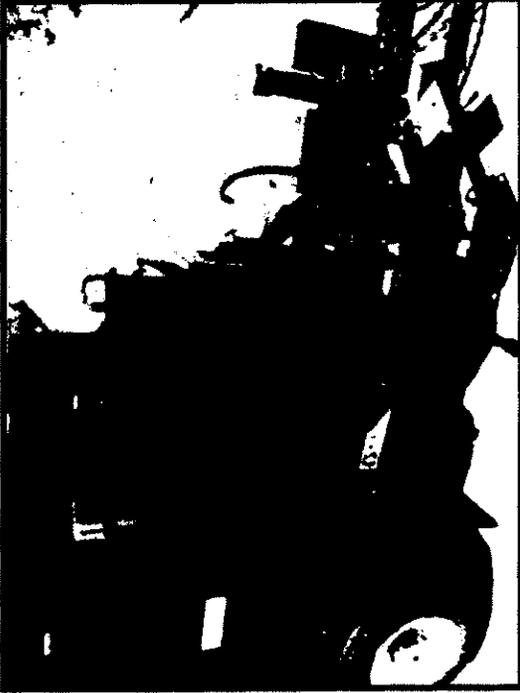


# Rejuvenator Spray System Technical Data Sheet

- Spray Asphalt with Rejuvenator During the Recycling Process
- Spray Hopper with Release Agent for Easy Clean Out

## Standard Technical Data:

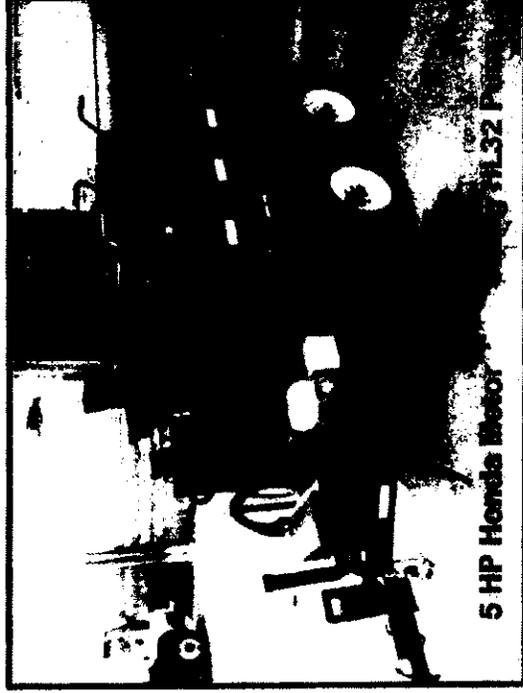
- Heated or Non-Heated Tank
- Rejuvenator Holding Tank Capacity: 30 Gallons
- Release Agent Holding Tank Capacity: 10 Gallons
- High Performance Pump System:
  - 5 HP Honda Motor
  - Viking HL32 Pump
  - 1/2" Hoses
- Spray Wand with Flow Control Valve
- Lockable Fill Lid
- Molasses Valve at Base of Tank
- Paint System: Sandblasted with Two Coats of Epoxy Primer and Black Urethane Finish
- Heated Holding Tank:
  - Diesel or Propane Fuel Source
  - Automatic Temperature Control
  - Double Wall Construction
    - Inner Wall - 10 Gauge Steel
    - Outer Wall - 18 Gauge Steel
  - Insulated
- Separate Rejuvenator and Release Agent Holding Tanks
- Non-Heated Holding Tank:
  - Single Wall Construction
    - Outer Wall - 10 Gauge Steel
  - Combined Rejuvenator and Release Agent Holding Tanks
- Optional Retractable Hose Reel
- Available as a "Bolt-On" Option



Holding Tank and Spray Wand



Coating Asphalt with Rejuvenator



5 HP Honda Motor Viking HL32 Pump



5 HP Honda Motor Viking HL32 Pump

## High Performance Pumping System



**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 14**

**Amend No. \_\_\_\_\_**

**Date Prepared:** June 9, 2016

**Council Meeting Date:** June 20, 2016

---

**TO:** Jeffry Ceasrine, Acting Town Manager

**FROM:** Laura Kenyon, Finance Director

**SUBJECT:** Revisions to the FY 15/16 Budget for an appropriation to the Retained Claims Fund

**RECOMMENDATION:**

That the Town Council adopts An Ordinance in Amendment of Chapter 1010 of the Code of Ordinances of the Town of Narragansett and that Chapter 1010 of the Code of Ordinances be amended by the Enactment of an Amendment to the Budget for FY 15/16 to reflect the appropriate amount to fund the Retained Claims fund.

**SUMMARY:**

To amend the budget ordinance to allocate \$30,000 to the Retained Claims fund as a Transfer from the General Fund with the reduction in the appropriation of the Contingency appropriation.

The Retained Claims prior year fund balance was \$7,935.98 and the expenses as of May 27, 2016 totaled \$30,290.53 with offsetting revenue of \$5,872.49 leaving an anticipated deficit in the fund of around \$16,500 as of June 30, 2016. In anticipation that the next fiscal year would require additional funding the request is to transfer \$30,000 into this fund from the General Fund Contingency.

First reading of Amendment to the Budget held on June 6, 2016

**ATTACHMENTS:**

Amended Budget Ordinance for the Retained Claims fund transfer.

TOWN OF NARRAGANSETT  
CHAPTER

AN ORDINANCE OF THE TOWN OF NARRAGANSETT, PROVIDING THAT CHAPTER 1010 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND BE AMENDED BY THE ENACTMENT OF AMENDMENTS TO THE BUDGET FOR THE TOWN OF NARRAGANSETT FISCAL YEAR BEGINNING THE 1<sup>ST</sup> DAY OF JULY A.D. 2015 AND ENDING THE 30<sup>TH</sup> DAY OF JUNE A.D. 2016.

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, 2015 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.

GENERAL FUND	
<u>EXPENDITURES</u>	
CONTINGENCY	\$270,000
TRANSFER TO RETAINED CLAIMS	\$30,000
RETAINED CLAIMS FUND	
<u>REVENUES</u>	
TRANSFER FROM GENERAL FUND	\$30,000
<u>EXPENDITURES</u>	
RETAINED CLAIMS EXPENSE	\$30,000

First Reading read in Town Council meeting legally assembled on the        day of June, 2016.

Second Reading read in Town Council meeting legally assembled on the        day of June, 2016.

ATTEST:

Anne M. Irons, CMC Town Clerk

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 15**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** June 6, 2016  
**Council Meeting Date:** June 20, 2016

---

**TO:** Honorable Town Council  
**FROM:** Councilors Christopher Wilkens & Raymond Ranaldi  
**SUBJECT:** Proposal for Single Tax Rate Ordinance

**RECOMMENDATION:**

That the Narragansett Town Council ADOPTS an ordinance in Amendment of Chapter 70 of the Code of ordinances of the Town of Narragansett, Rhode Island, entitled "Taxation and Finance".

**SUMMARY:**

In its current form, and without any expressed advanced directive, the Homestead Exemption enabling legislation requested of the RI General Assembly would, if granted, necessarily be implemented by the Town Council under the EXISTING property tax ordinance.

An enactment of a Homestead Exemption while maintaining Narragansett's current 2-tier (residential/commercial) property tax system remaining in place would CREATE one new tax inequity and CONFIRM another.

The NEWLY CREATED inequity is the transferring of the Homestead Exemption costs singularly onto the owners of non-owner occupied housing. The CONFORMATON of an EXISTING property tax inequity is the continued allowance of the current commercial tax rate to remain at the punishing rate of 150% of the residential rate - the highest allowable by Rhode Island state law.

The passage of this ordinance would restore Narragansett's property tax system to one that would tax ALL properties based solely on their appraised value.

With Rhode Island being nationally known as a high-tax/anti-business state, individual cities and towns must start accepting responsibility for their part in this reputation and begin taking the necessary measures to fix the problem. This proposed ordinance, along with this council's previously adopted reduction of the tangible property tax, will put Narragansett in the forefront of much needed pro-business reforms.

First Reading was read on June 6, 2016

**ATTACHMENTS:**

1. Proposed Ordinance

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 4, (Compliance with State Law) of Chapter 70 of the Code of Ordinances of the Town of Narragansett, entitled "Taxation and Finance" is hereby amended to read as follows:

**Sec. 70-4. — Compliance with State Law**

- (a) All property in Class 3, which is classified as inventory, shall be taxed in accordance with § 44-3-29.1 of the General Laws of Rhode Island regarding the phasing out of taxes on said property.
- (b) All property in Class 4 shall be taxed in accordance with Chapter 34.1 of Title 44 of the General Laws of Rhode Island regarding the phasing out of taxes on said property.
- (c) If the Town adopts a Homestead Exemption, the classification/tax rate system shall be as follows;
  - (1) All property that is classified as Class 1, 2 and 3 shall be taxed at the same tax rate.
  - (2) All property classified as Class 4 shall continue to be taxed in accordance with Chapter 34.1 of Title 44 RIGL.

**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 June, 2016.

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

ATTEST:

Anne Irons, Town Clerk