

**NARRAGANSETT TOWN COUNCIL  
REGULAR MEETING  
AGENDA**

**August 15, 2016**

**7:30 p.m.**

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

Posted 08-11-16

**NARRAGANSETT  
TOWN COUNCIL**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF MINUTES:**

- March 21, 2016 Regular Meeting

**ANNOUNCEMENTS/PRESENTATIONS:**

**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 an ordinance to adopt a temporary tax credit to be applied to certain properties that receive Historic District Commission approval for exterior repairs, renovations and additions.

**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 REFER a request from Peter Barlow for a waiver of the Sewer Policy for Plat N-R, Lots 672 & 673, 11 Cross Road to the Sewer Policy Committee for review.
2. A [MOTION](#) to APPROVE the list of Real Estate abatements in the amount of \$930.24 and the list of Motor Vehicle abatements in the amount of \$151.23.
3. A [MOTION](#) to APPROVE the request from the Narragansett Pier Middle School for their annual Mariner March to be held on Tuesday June 6, 2017 from 2:30 pm to 4:00 pm subject to approval of state and local regulations.
4. A [MOTION](#) to APPROVE the request from St. Thomas More Parish for their 10th Annual Parish Festival at Veteran's Memorial Park on Saturday June 17, 2017 from 4:00 pm to 10:00 pm. subject to state and local regulations
5. A [MOTION](#) to APPROVE a Miscellaneous License application for a One Day Peddler License for September 17 and 18, 2016 to Valarie Westledge d/b/a Softouch, Inc. of Wakefield Rhode Island, subject to local and state regulations.
6. A [MOTION](#) to APPROVE the purchase and installation of a certified electronic spreader control in Highway Division Truck 14 from Coastal International, utilizing the Greater Boston Police Council Contract, in the amount of \$5,400.00.
7. A [MOTION](#) to APPROVE the cost of fingerprints processed through the Department of Attorney General (State of Rhode Island), in the amount of \$35.00 each for FY2016/2017.
8. A [MOTION](#) to APPROVE the purchase of ammunition for the Police Department from AAA Police Supply, in the amount of \$6,036.00.
9. A [MOTION](#) to APPROVE the renewal of the phone system hardware support and maintenance agreement with Carousel Industries, Inc., in the amount of \$7,281.55 for Fiscal Year 2016/2017.
10. A [MOTION](#) to APPROVE the replacement of the air handler with electric heat at the North Beach Clubhouse, to be completed by JMB Mechanical, Inc., in the amount of \$7,420.00.
11. A [MOTION](#) to AWARD the bid for Security System Maintenance & Improvement Services to Galaxy Integrated Technologies, Inc. at their quoted hourly rates and designated mark-ups for a one-year period.

**OLD BUSINESS:**

**NEW BUSINESS:**

12. A [MOTION](#) to ACCEPT the RECOMMENDATION of the Superintendent and the Director of Finance and Administration to ADOPT the Resolution for the Leasing of School Buses from Signature Public Financing Corp. in the amount of \$410,450.00, with total payments over the lease term of five years to equal \$423,090.38.
13. A [MOTION](#) to CONSIDER the amendments to the Easement and Maintenance Agreement with OC Realty, LLC and the Town of Narragansett for a portion of town property designated as Lot 329 on Tax Assessor's Plat P on Point Judith Road.
14. A [MOTION](#) to APPROVE the purchase of one 11' Monroe ½ Express Snow Plow from Donovan Equipment Co., Inc., utilizing the National Joint Powers Alliance (NJPA) contract, in the amount of \$10,990.00.
15. A [MOTION](#) to APPROVE the Change Order Request for the purchase of one (1) replacement PowerEdge R730xd Server from Zones, Inc. in the amount of \$11,791.91, utilizing the National Joint Powers Alliance (NJPA) contract.
16. A [MOTION](#) to AWARD the bid for Road Striping Services to Safety Marking, Inc. at their quoted unit prices for the Fiscal Years of 2016/2017 and 2017/2018.
17. A [MOTION](#) to APPROVE the annual contract for technical support for the Police Department's computer software system with Tritech Software Systems, in the amount of \$15,958.75.
18. A [MOTION](#) to APPROVE the purchase of three (3) new Ford Utility PI AWD police cruisers from MHQ Municipal Vehicles, in the amount of \$83,954.30 and the removal, transfer and installation of radios, sirens, lights and accessories to outfit the 3 vehicles from Patrol Data, in the amount of \$23,330.83 (for a grand total of \$107,285.13).
19. A [MOTION](#) to APPROVE Change Order Requests 34-36 and 38-42 inclusive, for the Public Safety Building Improvements Project with Urbane Construction, in the total not-to-exceed amount of \$188,397.00.
20. A [MOTION](#) to INTRODUCE, READ, PASS and ACCEPT as a First Reading A Resolution Amending the Official List of Parking Restrictions and Regulations in the Town of Narragansett in accordance with the Narragansett Code of Ordinances.
21. A [MOTION](#) to INTRODUCE, READ, PASS and ACCEPT as a First Reading An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation & Finance. (Tangible Property Exemption)
22. A [MOTION](#) to INTRODUCE, READ, PASS and ACCEPT as a First Reading An Ordinance in Amendment of Chapter 70 of The Code Of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation & Finance. (Veteran, Widow/Widower of Veteran, 100% Disabled Veteran, Specially Modified Housing for Service Disabled Veteran, Prisoner of War)
23. A [MOTION](#) to INTRODUCE, READ, PASS and ACCEPT as a First Reading as a First Reading An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation & Finance. (Definition of Homestead)
24. A [MOTION](#) to INTRODUCE, READ, PASS And ACCEPT As A First Reading An Ordinance in Amendment of Chapter 70 of the Code Of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation & Finance. (Historical Cemetery Preservation Property Tax Abatement)
25. A [MOTION](#) to CREATE a South County Senior Advisory Council.
26. A [MOTION](#) to DIRECT the Town Manager to prepare a three year financial forecast for the Town.
27. A [MOTION](#) to WAIVE the fee in the amount of \$175.00 for the 7 remaining One Day Peddler's Licenses for Colby Blanchet and Tim Bristow d/b/a Yea Dog.
28. A [MOTION](#) to SCHEDULE a hearing for a request from Narragansett Recreation LLC d/b/a Aqua Blue Hotel (Maharaja Restaurant) for the APPROVAL of new signage to be installed for the Maharaja Restaurant. And A MOTION to REFER to the Planning Board for Recommendation.

**REPORTS FROM TOWN MANAGER:**

**REPORTS FROM TOWN COUNCIL:**

**EXECUTIVE SESSION:**

**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:** August 11, 2016,  
**Council Meeting Date:** August 15, 2016

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**TO:** James M. Manni, 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.

- March 21, 2016 Regular Meeting

**SUMMARY:**

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

**NARRAGANSETT TOWN COUNCIL  
REGULAR TOWN COUNCIL MEETING  
MARCH 21, 2016 MINUTES**

At a Regular Meeting of the Town Council of the Town of Narragansett held on  
Tuesday, March 21, 2016 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

Jeffrey Ceasrine, Acting Town Manager

Dawson T. Hodgson, Town Solicitor

Matthew M. Mannix, President calls the meeting to order and the Southgansett Girl Scouts Troop 31 leads those in attendance in Pledging Allegiance to the Flag.

**ANNOUNCEMENTS/PRESENTATIONS:**

**APPROVAL OF MINUTES:**

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to approve the September 8, 2015 Work Session Meeting minutes as presented.

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to approve the September 8, 2015 Regular Meeting.

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

**Moved item #13 on the agenda to the top of the agenda.**

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to move Item 13 A MOTION to APPROVE a one (1) year agreement (with potential extensions) between the Town of Narragansett and South County Trolley, LLC, and to authorize the Town Manager to sign said agreement.

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

Pursuant to the work session held on March 7, 2016, a draft agreement has been developed to all for South County Trolley, LLC to use the Pier School parking lot as part of their proposed trolley service.

The proposed term is for one (1) year, with an option to extend annually for up to four (4) additional years, upon approval by both parties.

The proposed fee schedule, based on input from the Town Council at the March 7, 2016 work session is as follows:

Year 1	\$1.00
Year 2	2.5% of gross revenue
Year 3	5% of gross revenue

Year 4           7.5% of gross revenue

Year 5           10 of gross revenue

At the present time, the agreement is limited to the Pier School parking lot, with specific areas delineated for use by the proposed trolley service. The agreement includes a parking area map and a list of previously-committed special events that may render all or a portion of this lot unusable.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded to approve the a one (1) year agreement (with potential extensions) between the Town of Narragansett and South County Trolley, LLC, and to authorize the Town Manager to sign said agreement.

Susan Cicilline-Buonanno questioned the fee structure in the contract and asked if that could be open as it was an annual contract and it could be determined at time.

The Town Solicitor said it was a one year contract with options for a renewal and he would hesitate to change it as it could be changed after the first year and that would be a time to renegotiate then.

Susan Cicilline-Buonanno also questioned the \$10.00 per car. The Solicitor explained that the \$10.00 per car was not in the agreement though it was in the presentation at the work session. He said the contract was a trolley concession and not a parking concession. An individual can ride the trolley and park their car at a \$10.00 fee and it was not for beach parking.

Raymond A. Ranaldi questioned if the business had two parts, one trolley for the beach and one trolley for around town only and would they both be a concession.

The Solicitor commented that the town is giving them the privilege to park vehicles for both trolley runs.

James M. Callaghan, Attorney for South County Trolley, LLC. addressed the council on the net profit versus gross revenue. He said that gross revenue would put Mr. and Mrs. Sullivan at a disadvantage.

A discussion ensues on the net versus profit.

Raymond Randaldi moved, Susan Cicilline-Buonanno seconded and it is so voted to amend the contract to change the term to net and give a definition of net.

James Callaghan also commented that he did forward small changes he asked for approval or conditions that he proposed.

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

**OPEN FORUM:**

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

Bill Gardner questioned the status of his question at an early meeting on the Huston Street Project where he believed that there was a mathematical error in the agenda item. He also commented that there should be more checks and balances for projects. He said the town relies on outsiders to review projects and he believed they could do a better job;

Richard Van Germeersch commented that when there is zoning issues before the council the public is bombarded there are graphs, maps, videos and power points etc. but when the fire union contract is signed there is very little information for the public only a quick brief reading. He said that it is providing the public of any hope of intelligent comments. He said that it was an acceptable belief for the State of Rhode Island and Public Employee Plantations. He said council after council refuses to take on the public employees and retirees and until it is done the town is dead in the water;

Stanley Wojciechowski commented that the town is going to have to come up with \$5 Million to pay the pension issues because of other councils. He said there is a serious debt issue. He said the town is also near the maximum bond borrowing at this time. There must be limits and the town needs to be more careful. He said the council should not support any bond issues;

### **CONSENT AGENDA**

The consent agenda is voted on with one motion.

- 1. A MOTION to APPROVE a Class F-1 Alcoholic Beverage License for the Middlebridge School for a Parents Dinner Fundraiser for April 15, 2016 at the Towers, subject to state and local regulations.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

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

- 2. A MOTION to APPROVE a Class F-1 Alcoholic Beverage License for Friends of the Narragansett Historic Towers, Inc. for April 29, 2016 at the Towers, for the annual fundraiser “Taste of the Towers” subject to state and local regulations.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

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

- 3. A MOTION to APPROVE a Miscellaneous License application for a Victualling License for Dianne Mann d/b/a Nana’s Ice Cream & Gelato and Candy at Salty Brine’s Beach, 250 Sand Hill Cove Road, Narragansett, Rhode Island, subject to local and state regulations.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

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

- 4. A MOTION to APPROVE a Miscellaneous License application for a Holiday License for Dianne Mann d/b/a Nana’s Candy Bar at Narragansett Beach, 30A Pier Market Place, Narragansett, RI, subject to local and state regulations.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

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

- 5. A MOTION to APPROVE a Miscellaneous License application for a Holiday License and Victualling License for Benjamin Wood d/b/a Salty's Burgers & Seafood, 254 Great Island Road, Narragansett, Rhode Island, subject to local and state regulations.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

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

- 6. A MOTION to APPROVE and AUTHORIZE the Narragansett Parks and Recreation Department to partner with the Narrow River Preservation Association and the Narrow River Land Trust in offering five educational programs at the Middlebridge property, subject to approval of state and local regulations.**

APPROVED & AUTHORIZED (Cicilline-Buonanno-Ranaldi 5/0)

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

- 7. A MOTION to APPROVE the request from the Quest Montessori School for its annual Walk for Quest to be held on Saturday May 21, 2016, subject to approval of state and local regulations.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

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

- 8. A MOTION to APPROVE the one-year contract extension for Fiber Optic System Maintenance and Improvement Services for all departments with Sertex, LLC at their quoted bid prices for a one-year period, ending February 28, 2017.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

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

- 9. A MOTION to APPROVE, RATIFY and CONFIRM the emergency repairs to Bus 16, performed by Anderson Motors, in the amount of \$3,023.07.**

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

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

- 10. A MOTION to APPROVE, RATIFY and CONFIRM the purchase of vital parts for DPW Truck 17 from New England Truck Equipment, in the amount of \$4,447.08.**

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

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

- 11. A MOTION to AWARD the bid for the Purchase and Installation of Flag Poles at the Charles Ted Wright Rotary to the lowest bidder, Abcore Restoration Company, Inc., in the amount of \$6,490.00.**

AWARDED (Cicilline-Buonanno-Ranaldi 5/0)

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

**OLD BUSINESS:**

**12. A MOTION to DISCUSS the process and procedure of hiring the Town Manager for the Town of Narragansett.**

At the March 7th meeting the council requested that the resumes that have been received to date for the town manager's position be forward to the council for review and other resumes that are received be sent on a rolling basis to the council.

It was also decided that the deadline for submitting a resume be extended to March 21st. The town manager job description and how to move forward would be discussed at the next meeting.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to DISCUSS the process and procedure of hiring the Town Manager for the Town of Narragansett.

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

A discussion ensued on the process, procedure and agreeing the deadline was today,

March 21<sup>st</sup> as well as what the next process was for the council and to meet with the HR Manager.

Raymond A. Ranaldi moved, Susan Cicilline-Buonanno seconded and it is unanimously so voted to set up a meeting with the Human Resource Manager to discuss the council's choices and to agree with the number of applicants to interview.

Matthew M. Mannix said an agenda item would be placed on the next agenda to set up a meeting with Susan Healy, the Human Resource Manager.

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

**PUBLIC HEARINGS:**

**A MOTION to RESCHEDULE a PUBLIC HEARING on a Petition for Abandonment from John R. Sahagian for the eastern half of Harris Avenue on Assessor Plat P to add to Assessor's Plat P, Lot 96 at 8:00 p.m. on April 18, 2016.**

John Sahagian of South Pier Road has submitted a request to abandon the eastern portion of Harris Avenue to add to his property for improvement for the access to his property from South Pier Road for public safety reasons.

In accordance with RIGL §24-6-1 the town council is authorized to abandon a highway or driftway in the town after public notice is given to abutters as well as an advertisement for three successive weeks for a public hearing. A public hearing is held to consider the request for abandonment and if the town council declares the roadway abandoned and additional public notice is given as well as an advertisement declaring the abandonment for three successive weeks.

The Planning Board reviewed this request at their October 20, 2015 meeting and took testimony from Mr. Sahagian. They noted staff reluctance to support the abandonment due to environmental concerns and the possibility to use this area for vehicular access to Town land south of the Sahagian property in the future. During discussion, Mr. Sahagian suggested that he hire a wetland & soils expert to look at the other paper streets that connect to the Town land. The Planning Board continued their review to November in order to allow Mr. Sahagian to conduct a site analysis of other rights-of-way nearby for the potential vehicular access to the Town Land. A PUBLIC HEARING was held on January 4, 2016 and continued to February 16, 2016.

The applicant requested a continuation of the PUBLIC HEARING to the March 21, 2016. The applicant has again requested another continuation to the April 18, 2016 town council meeting.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to RESCHEDULE a PUBLIC HEARING on a Petition for Abandonment from John R.

Sahagian for the eastern half of Harris Avenue on Assessor Plat P to add to Assessor's Plat P, Lot 96 to May 2, 2016 at 8:00 p.m.

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

**A MOTION to SCHEDULE a PUBLIC HEARING for text revision of the definitions of Building Coverage and Site Coverage in the Zoning Ordinance.**

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

Per advice of the Town Solicitor, these definitions were removed for more in-depth deliberations by the Planning Board.

On March 15, 2016, the Planning Board reconsidered the two subject definitions resulting in clarifying revisions to both. Staff suggests a public hearing date of April 4, 2016.

Susan Cicilline-Buonanno moved, Patrick Murray seconded and it is so voted to SCHEDULE a PUBLIC HEARING for text revision of the definitions of Building Coverage and Site Coverage in the Zoning Ordinance to 8:00 p.m. on 4-18 -16.

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

**A MOTION to SCHEDULE a PUBLIC HEARING on a transfer of an Alcoholic Beverage License from Mainland Narragansett RI Inc. d/b/a Narragansett Grill, 1200 Ocean Road, Plat L Lot 237 to Carol & Mario Catering Inc., Carol A. Santilli, President, 1200 Ocean Road, Plat L Lot 237.**

David Baptista has submitted an Application for Transfer of Beverage License to Carol & Mario Catering Inc., Carol A. Santilli, President, 1200 Ocean Road, Plat L Lot 237.

As in accordance with the town's liquor license rules and regulations the public hearing will be advertised in the newspaper twice at least 14 days before the scheduled public hearing. The suggested date for the public hearing is April 18, 2016 at 8:00 p.m.

The current conditions/restrictions at that establishment are as follows:

- The outdoor deck capacity not exceed 24 seats (6 four person tables) and the garage doors will be closed at 9:00PM \*
- Food and beverage service on the deck shall cease with no person on the deck after 9:00PM.

No live entertainment be allowed on the premises, including DJ's.

- The 6 bar stools at the existing bar are authorized in exchange of the removal of 6 existing seats in the current dining room and at the bar alcohol is allowed to be served with food
- The kitchen closes at 11:00PM
- Alcohol will be served at tables with food
- The dumpster is to be locked and screened and not visible from the street

\*The "garage doors" no longer can be opened.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to SCHEDULE a PUBLIC HEARING on a transfer of an Alcoholic Beverage License from Mainland Narragansett RI Inc. d/b/a Narragansett Grill, 1200 Ocean Road,

Plat L Lot 237 to Carol & Mario Catering Inc., Carol A. Santilli, President, 1200 Ocean Road,  
Plat L Lot 237 at 8:00 p.m. on 4-18-16.

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

**A PUBLIC HEARING to amend Chapter 731 of the Code of Ordinances of the Town of  
Narragansett entitled Zoning, Section 2.2 Definitions Households.**

**A MOTION to RECEIVE and PLACE on FILE the recommendation from the Planning  
Board.**

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

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

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

Notwithstanding a strong legal argument that the existing ordinance is now enforceable due to changes in the ordinance to reflect state law, the Town Council has reached a consensus that increasing the limit on unrelated persons from three to four would be the most appropriate method of lessening the intensity of use that has been created by proliferation of student rental properties in excess of 4 unrelated persons. This increase in the limit will also limit the economic burden that enforcement of the existing ordinance might place on property owners who have invested in increasing the tenant capacity of their rental properties beyond what is allowed in the current ordinance.

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to OPEN the PUBLIC HEARING.

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

Matthew M. Mannix, President summarized the issue to date of the proposed ordinance to define the definition of "Household" in the Zoning Ordinance which was proposed that 4 unrelated people were allowed to live together in the Town of Narragansett.

He noted that the Ad Hoc URI Student Issues Committee met several times over a year period and submitted their findings to the council on July 20, 2015. He also noted that the town council held work sessions with the subcommittees as well and the proposal from the committee on the number of unrelated people in a home was extensively discussed. He noted that the council heard from the members of the Ad Hoc Committee, the Narragansett 2100 Group, Eastward Look Homeowner's Association, Pier Residents Association as well as the study body council and students from URI. He explained the proposed zoning ordinance was forwarded to the Planning Board for a recommendation and now was duly advertised for this public hearing.

Proponents and opponents are called and the following individuals are sworn in and testify:

Terry Fleming, Chair of the Planning Board addresses the council on the planning board meeting and explained that the Ad Hoc Committee gave a presentation to the Board as well as the groups that President Mannix had named previously as well as people from the public that were in attendance. He noted that the Planning Board makes a decision that is consistent with the town's Comprehensive Plan. He noted that there was a motion that found it was inconsistent with the Plan which failed on a 3 to 2 vote. He said a second motion was made

that it was consistent with the Plan which passed 3 to 1 to 1 vote. Mr. Fleming explained that a vote was taken on the recommendation to increase the number of unrelated people living together from three to four people and that passed 3 to 1 to 1 vote. He commented that there was a not a lot of conflict but there was a lot of conflicting sentiments among the members who voted to pass.

The Town Solicitor read the proposal as follows:

Section 2.2 Definitions, subsection (b) Household “A person or a group of unrelated persons living together, the maximum number shall be four persons which would replaces three persons.

President Mannix asked then for the comments from the public and the following spoke”

Stanley Wojciechowski, James Durkin, Andrew Donnelly, Maria Roccio,

Richard VanGermeersch, Carol Stuart, Raymond Kagels, Joseph Franchina, Tom Dolan,

Samantha King, Paul Zonfrillo, Tom Cronin, Debbie Buffi, Joe Soja, Dennis Lynch,

Harry Schofield

Michael Ursillo, Attorney representing Eastward Look Homeowner’s Association also addresses the council on behalf of the Association. He stated the issue was one of how people can exist and co-exist and do it a way that would be fair and reasonable for everyone and that is to look at moderation. He said that in just about every other community in Rhode Island the law was that no more than three individuals can live together and Narragansett has come

up with a compromise to increase it to four. He said the ordinance is a tool among other tools that helps with the problems from the past. He summarized that the number was recommended by the Ad Hoc Committee, the Planning Board and it was consistent with the town's Comprehensive Plan and it is a fairness issue for the quality of life for the residents that had to deal with student issues for over 20 years.

Dawson Hodgson submitted a letter from the A.C.U.L. for the record.

Matthew Mannix submitted a statement for the record from Jeff and Maria Mitchell

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to CLOSE the PUBLIC HEARING.

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to RECEIVE and PLACE on FILE the recommendation from the Planning Board.

Susan Cicilline-Buonanno addressed the council on her involvement over the past 8 years on the student issues and with this new proposal was one more step closer to restoring the quality of life that so many people has spoken about and she was in support of the new definition.

Councilor Wilkens suggested to place on the next agenda for a decision.

Councilor Murray commented that he was ready to vote in October and the only concern of his was the enforcement piece.

Councilor Ranaldi spoke of family values and whether it was students or fishermen who house together they don't have a structure of family values and that was missing and people want quiet enjoyment in Narragansett and the council needs to make it happen. He spoke of the Rental Registration and how it should be attached to the amendment.

A discussion ensues among the council members on accountability and enforcement issue of the amendment and holding off for two weeks in order to discuss with staff.

Councilor Wilkens commented that the ordinance was not burdensome but some things needed to be justified in his own mind. He also spoke on the issue of rentals who will have over 4 unrelated and what was the process going to be for that.

Matthew Mannix read an email from Mr. Gilchrist who lives in Eastward Look.

It was noted that a \$500.00 fine would exist if there was a violation.

Tony Santilli, Building Official addressed the council on his concerns of enforcing, grandfathered rights and entering the houses for inspections on complaints and written complaints.

Dawson Hodgson, Town Solicitor commented that it was in the council's power to order enforcement of the three unrelated and it would be up to the staff to figure the enforcement and if the town had the legal tools for it.

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted that the Frist Reading will be held on April 4. 2016.

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

**PLEASE SEE STENOGRAPHER TRANSCRIPT FOR MORE DETAILS**

**NEW BUSINESS:**

**13. A MOTION to APPROVE a one (1) year agreement (with potential extensions) between the Town of Narragansett and South County Trolley, LLC, and to authorize the Town Manager to sign said agreement.**

**This matter was acted upon in the beginning of the meeting.**

**14. A MOTION to INSTRUCT the Town Staff to not collect the 2015 fee, delineated in an April 2013 contract, from Narragansett Little League for the use of town facilities for Little League activities.**

In 2012, the Town Manager at the time apparently instructed town staff to formulate agreements with several sports organizations, including the Narragansett Little League, to charge those organizations for the use of town facilities. It does not appear that this effort was initiated by Narragansett Little League, the townspeople of Narragansett or the town council members sitting on the council in 2012.

After the agreements had been drafted, those agreements appeared on the CONSENT AGENDA of the April 15, 2013 town council meeting. The item was not removed from the consent agenda and the council approved the agenda item with no discussion. That meeting took place five months into my first term on the council.

In the spring of 2015, members of the Narragansett Little League contacted the council president that they had received a bill for \$2,500.00 from the Town of Narragansett. Mr. Mannix requested a meeting with Town Manager Pam Nolan and Parks and Recreation Director Steve Wright and the new board members of the Narragansett Little League. At that meeting, the Little League board members informed the town that they had basically inherited this contract and were unable to pay the fee to which former members of the Little League had agreed. Furthermore, they shared some of their financial reports showing that they did not have the funds to pay this fee. At that meeting, the parties agreed to suspend the payment of the fee until after the summer season and meet again in the fall of 2015 to revisit the issue. There was also some discussion about reducing the fee to \$1,000.00, but that change would have required council approval. The suspension of the fee simply required the town manager to allow the payment to the town to be delayed.

After the summer season, the same parties, joined by Tom Tessitore of the Parks and Recreation Department, met to discuss the payment of the fee. The discussion focused on the merits of collecting the fee at all, rescinding the contract that had been approved in April of 2013, reducing the fee and other options. The Town Manager had indicated that other council members had contacted her about not requiring the sports organizations, including

the Little League, to pay these usage fees in 2016 and beyond, which would basically rescind the 2013 contracts. However, the issue of the 2015 fee remained.

After that meeting, the council president had informed the town manager that he would place an agenda item not to force the Little League to pay the 2015 fee. He believed that the revenue of \$2,500.00 (or \$1,000.00 if the fee was reduced) was not significant enough in a town with an annual budget of over \$55 million to force the parents of children who want to play baseball in Narragansett to pay the town from the Little League's budget.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to INSTRUCT the Town Staff to not collect the 2015 fee, delineated in an April 2013 contract, from Narragansett Little League for the use of town facilities for Little League activities.

Matthew Mannix summarized the issue to date that the payment was suspended for the summer and then the matter never came back before the council to make a final vote on a fee. He noted that the Town Manager made an administrative decision at that time as the Little League proved there was no money in the funds.

Raymond Ranaldi moved Susan Cicilline-Buonanno seconded to amend the motion to lower the amount from \$2500 to \$1,000 as all non-profits are charged.

Raymond Ranaldi comments on the enormous amount of money the town pays to maintain the two fields. He also commented that if one non-profit does not pay all non-profits should not pay.

A lengthy heated discussion ensues with the members of the council and the Chair of Little League and parents.

Patrick Murray moved, Susan Cicilline-Buonanno seconded to waive all fees for Narragansett non-profits (Little League, Soccer Leagues and Football) for 2015.

Raymond withdrew his motion. He also apologized to the Recreation Committee for voting against their recommendations for fees.

Susan Cicilline-Buonanno aye, Raymond A. Ranaldi aye, Matthew M. Mannix aye,

Christopher Wilkens aye, Patrick W. Murray aye

Raymond Ranaldi moved, Susan Cicilline-Buonanno seconded and it is unanimously so voted to extend the meeting for 15 minutes.

Susan Cicilline-Buonanno aye, Raymond A. Ranaldi aye, Matthew M. Mannix aye,

Christopher Wilkens aye, Patrick W. Murray aye

**15. A MOTION to APPROVE the request from the Narragansett Little League for the Annual Opening Day Parade to be held on Saturday April 30, 2016 at 11:00 am, subject to approval of state and local regulations.**

The Narragansett Little League is once again requesting permission for its annual opening day ceremonies and parade from the Sprague Park Tennis Courts along Kingstown Road to the Little League Field at Sprague Park on Saturday April 30, 2016 beginning at 11:00 am with a rain date of Sunday May 1, 2016. The parade includes approximately 29 teams including players and managers. These ceremonies kick off the 2016 Little League season, with activities, introductions, and honoring the previous season's awards winners

Susan Cicilline-Buonanno moved, Patrick Murray seconded and it is unanimously so voted to APPROVE the request from the Narragansett Little League for the Annual Opening Day Parade to be held on Saturday April 30, 2016 at 11:00 am, subject to approval of state and local regulations.

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

**16. A MOTION to ADOPT the Resolution establishing the proposed wages for seasonal, part-time, and temporary employees for Fiscal Year 2016-17.**

Each year, Department Directors review the wages for seasonal, part-time, and temporary employees to ensure wage rates fall within a competitive class range for employees working in town. In order to retain the seasonal employees who return year after year, the town attempts to remain competitive and allows for compensation growth as the individuals in these seasonal positions gain experience and knowledge.

After discussions with Department Directors, it has become apparent that there is a need to retain the adult staff that returns every year in a supervisory seasonal capacity. These adults are typically teachers, retirees, and individuals who are looking for part-time or second careers. It is becoming more difficult to retain qualified adults who are available to work long hours, early and late shifts, weekends, and holidays at the current hourly rate. They are challenged to work with younger staff, typically 16 -21 year olds, providing daily instruction on public relations, customer service, and facility maintenance through leading by example and not just supervising.

Expanding the wage rate ranges slightly for the positions in red enables Department Directors to have discretionary control over wages for qualified professional senior management, lifeguard staff, and other seasonal employees that have been summer employees with the town for several years. This year these pay ranges reflect mandatory minimum wage increases, with the exception of two categories and the addition of one new category. It is important to note that all employees in each wage rate range are not moved to the top level of the pay scale, and that typically each new employee starts at the entry level step within each range.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to ADOPT the Resolution establishing the proposed wages for seasonal, part-time, and temporary employees for Fiscal Year 2016-17.

Christopher Wilkens commented on the starting rate for the score keepers and a lifeguard and there should be more of a difference.

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

A RESOLUTION ESTABLISHING PROPOSED WAGES FOR SEASONAL, PART-TIME,  
AND TEMPORARY EMPLOYEES FOR FISCAL YEAR 2016-17  
RESOLUTION NO. 2016-05

**BE IT RESOLVED** that the following part-time and temporary positions and wage rates are hereby established for the fiscal year beginning July 1, 2016 and ending June 30, 2017

**PUBLIC SAFETY DEPARTMENT**

<u>Position</u>	<u>Current Wage Rates</u>	<u>Proposed Wage Rates</u>
Community Service Officer Intern	\$10.00 - \$13.00 per hr.	
P/T Animal Control Officer	\$11.00 - \$16.00 per hr.	
Harbormaster	\$11.00 - \$20.00 per hr.	11.00 - \$21.00 per hr.
Assistant Harbormaster	\$10.00 - \$13.00 per hr.	
Fingerprint Classification Specialist	\$20.00 - \$24.00 per hr.	
Community Housing/Zoning Officer	\$15.00 - \$20.00 per hr.	
EMA Specialist		\$15.00 - \$25.00 per hr.

**PUBLIC WORKS/ENGINEERING DEPARTMENTS**

<u>Position</u>	<u>Current Wage Rates</u>	<u>Proposed Wage Rates</u>
Road/Utilities Technician	\$8.00 - \$16.00 per hr.	\$9.60 - \$16.00 per hr.
Mechanic Helper	\$11.50 - \$16.50 per hr.	

Recycling Coordinator                      \$13.00 - \$20.00 per hr.

**ALL DEPARTMENTS**

<u>Position</u>	<u>Current Wage Rates</u>	<u>Proposed Wage Rates</u>
Clerical	\$9.00 - \$15.00 per hr.	\$9.60 - \$15.00 per hr.
Intern/Specialist	\$9.00 - \$18.00 per hr.	\$9.60 - \$18.00 per hr.
Field Appraiser	\$13.00 - \$19.00 per hr.	
Laborer/Maintenance	\$9.00- \$15.00 per hr.	\$9.60- \$15.00 per hr.
Truck Driver (CDL-A or B)	\$11.00 - \$17.00 per hr.	\$16.00 - \$22.00 per hr.
Building Maintenance/Janitor	\$10.50 - \$16.50 per hr.	
Equipment Operator (licensed)	\$11.00 - \$17.50 per hr.	
Maintenance Supervisor	\$11.00 - \$18.00 per hr.	

**BEACH DIVISION**

<u>Position</u>	<u>Current Wage Rates</u>	<u>Proposed Wage Rates</u>
Beach Manager	\$13.00 - \$20.00 per hr.	
Assist Beach Manager	\$13.00 - \$17.00 per hr.	
Pavilion Manager	\$10.00 - \$15.00 per hr.	
Sales Office Manager	\$10.00 - \$15.00 per hr.	
Assistant Pavilion Manager	\$10.00 - \$14.00 per hr.	
Sales Office Clerk	\$9.00 - \$13.00 per hr.	\$9.60 - \$13.00 per hr.

Attendant Supervisor	\$9.00 - \$11.50 per hr.	\$9.60 - \$11.50 per hr.
Lifeguard Captain	\$11.00 - \$16.50 per hr.	
Assistant Lifeguard Captain	\$10.00 - \$15.50 per hr.	
Veteran Lifeguard (over 3 years)	\$9.50 - \$14.00 per hr.	\$9.60 - \$14.00 per hr.
Lifeguard (less than 3 years)	\$9.00 - \$13.50 per hr.	\$9.60 - \$13.50 per hr.
Probationary Lifeguard	\$9.00 - \$11.00 per hr.	\$9.60 - \$11.00 per hr.
Restroom Attendant	\$9.00 - \$12.00 per hr.	\$9.60 - \$12.00 per hr.
Attendant	\$9.00 - \$10.50 per hr.	\$9.60 - \$10.50 per hr.
Ocean Safety Manager	12.00 - \$19.50 per hr.	

**PARKS & RECREATION PROGRAMS**

<u>Position</u>	<u>Current Wage Rates</u>	<u>Proposed Wage Rates</u>
Program Coordinator	\$10.00 - \$16.50 per hr.	
Officials/Umpires	\$9.00 - \$50.00 per game	\$9.60 - \$50.00 per game
Instructors	\$9.00 - \$50.00 per hr./lesson/class	\$9.60 - \$50.00 per /per lesson/class
Time Keepers	\$9.00 - \$9.50 per hr.	\$9.60 - \$9.50 per hr.
Scorer	\$9.00 - \$9.50 per hr.	\$9.60 - \$9.50 per hr.
Camp Director	\$14.00 - \$17.00 per hr.	
Camp Supervisor	\$13.00 - \$16.00 per hr.	

Camp Counselor	\$9.00 - \$11.00 per hr.	\$9.60 - \$11.00 per hr.
Program	\$9.00 - \$10.00 per hr.	\$9.60 - \$10.00 per hr.
Tennis Supervisor	\$9.00 - \$16.00 per hr.	\$9.60 - \$16.00 per hr.
Program Assistant	\$9.00 - \$10.50 per hr.	\$9.60 - \$10.50 per hr.
Program Supervisor	\$9.00 - \$12.00 per hr.	\$9.60 - \$12.00 per hr.

**NORTH BEACH CLUBHOUSE/TOWERS/KINNEY BUNGALOW**

<u>Position</u>	<u>Current Wage Rates</u>	<u>Proposed Wage Rates</u>
Coordinator	\$15.00 – \$22.00 per hr.	
Supervisor	\$10.00 – \$12.00 per hr.	
Senior Attendant	\$9.50 – \$11.50 per hr.	\$9.60 – \$11.50 per hr.
Attendant	\$9.00 - \$11.00 per hr.	\$9.60 - \$11.00 per hr.
Administrative Assistant	\$12.00 - \$16.00 per hr.	

ADOPTED this 21<sup>st</sup> of March, A.D. 2016      TOWN OF NARRAGANSETT  
S/Matthew M. Mannix, Council President

ATTEST:  
S/Anne Irons, CMC, Town Clerk

**17. A MOTION to APPROVE a contract proposal from Fuss & O'Neill, Inc., dated  
January 20, 2016 for final design engineering services for the Mettatuxet 3 Storm  
Water BMP Project, in the amount of \$114,639.00.**

In 2013, the Town contracted with Fuss & O'Neill to prepare preliminary designs for storm water improvement projects at four different neighborhoods in the North End, all of which drain to the Narrow River. Those preliminary designs were completed in 2014.

Also in 2014, the Town applied for a grant through the RIDEM "Bay and Watershed Restoration" grant program. In April 2015, we were subsequently awarded a grant for \$518,000.00 towards storm water improvements in the Mettatuxet area. The Town Council voted to accept that grant at their June 15, 2015 meeting. The grant funds construction of the selected storm water improvement project known as "Mettatuxet 3".

The next step in this project requires preparing final design plans, for which the Town's consultant for preliminary design, Fuss & O'Neill has prepared a proposal for final design services totaling \$114,639.00. The final design includes survey and base mapping of the project area, subsurface investigations to determine soil and groundwater characteristics, preparation of final design plans, calculations, and specifications, environmental permitting, preparation of construction bidding documents, and bidding services. Attached is a copy of Fuss & O'Neill's proposal. This is a fairly complicated design, as we anticipate a number of utility conflicts with existing sewer, water, gas, and drain lines that will have to be resolved during the design process.

It is customary to engage the same firm for final design work that prepared the preliminary design documents. This ensures continuity and consistency for the project approach and is (obviously) more efficient in terms of time and work effort.

Completion of the final design in a timely manner is necessary to fulfill the Town's timeline requirements of the grant. We also have a "match" requirement within the grant, wherein local funding has to match the grant award amount. We can apply the cost of this contract amendment to our share of the matching costs. Other matching costs will be applied during the construction phase of this work. Funding is available in the Street Improvement Capital Project Account #0022 50201, Professional Services.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE a contract proposal from Fuss & O'Neill, Inc., dated January 20, 2016 for final design engineering services for the Mettatuxet 3 Storm Water BMP Project, in the amount of \$114,639.00.

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

**18. A MOTION to RETAIN the DeSisto law firm to prosecute an appeal from the Summary Judgment Decision in Brian Routhier v. Town of Narragansett WC-2015-0167.**

The Town has been sued by a former employee regarding the level of health coverage he is entitled to in retirement. Unfortunately, the Superior Court granted the plaintiff's motion for summary judgment on the contract interpretation claims of the action. After briefing in Executive Session you have indicated that you wish to appeal this ruling to the Supreme Court.

The Town's insurer, the Interlocal Trust has retained the DeSisto Law Firm to defend the case to date in the Superior Court, due to the presence of a non-contract interpretation cause of action in the complaint. Based on the terms of the Town's coverage however, the Trust will not pay for a Supreme Court appeal from the adverse ruling on the contract count. The Town Solicitor recommends that the Town retain the same attorney to prosecute this appeal.

Work on this matter will entail preparatory work for filing the appeal, including work in the Superior Court, and the appeal itself, and the associated tasks, including, hearings and court conferences. Payment for services provided on this matter will be based on the following rates: Attorney \$155.00 an hour Paralegal \$70.00 an hour.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to RETAIN the DeSisto law firm to prosecute an appeal from the Summary Judgment Decision in Brian Routhier v. Town of Narragansett WC-2015-0167.

Dawson Hodgson summarizes the lawsuit and notes the town was appeal the summary judgement. He said that the DeSisto law firm was highly regarded.

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

**19. A MOTION to ADOPT a Resolution in support of Budget Article 15 of the  
Governor's FY 2017 State Budget.**

For years, many of Rhode Island's Mayors, City and Town Councils have been unsuccessfully advocating that the State Government increase the burdensome time between statistical property evaluations from the present 3 years to 5 years. However, this year with the additional active advocacy of Lt. Gov. McKee, this important change seems possible.

The passage of Article 15, amending the State's requirement to revalue property from every 3 years to every 5, is a long overdue step in the right direction. Not only would it help relieve some of the financial and administrative burdens on municipalities, more importantly, it would help give our tax-weary residents a better sense of property value stability and trust in state government.

Christopher Wilkens moved, Susan Cicilline-Buonanno seconded and it is unanimously so voted to ADOPT a Resolution in support of Budget Article 15 of the Governor's FY 2017 State Budget.

Councilor Christopher Wilkens briefly summarized the Resolution and about changing the time of statistical evaluations.

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

**A RESOLUTION IN SUPPORT OF BUDGET ARTICLE 15  
(RELATING TO MUNICIPALITIES)  
OF THE GOVERNOR'S FY 2017 BUDGET  
RESOLUTION NO. 2016-06**

**WHEREAS:** The Narragansett Town Council desires to address the issue of expanding the time frame between State mandated statistical property evaluations; and

**WHEREAS:** Passage of Article 15 will amend the requirement to revalue property from 3 (three) years to 5 (five) years thus collectively saving the Town of Narragansett and the state approximately \$1M annually; and

**WHEREAS:** The Town of Narragansett is desirous of escaping the endlessly 36 month cycle of revaluations, appeals and law suits that bring such instability and consternation to our community; and

**WHEREAS:** Expanding the time between "statistical revaluation" from every 3 years to one mid-point 5 year revaluation will not only help to relieve fiscal and administrative burdens on our town, more importantly, it will help give our tax-weary residents a better sense of property value stability and help restore confidence and trust in state government so

**THEREFORE BE IT RESOLVED:** That the Narragansett Town Council joins with other towns, cities and concerned citizens and hereby strongly urges passage of Article 15 by the Rhode Island General Assembly during this 2016 legislative session; and

**BE IT FURTHER RESOLVED:** That a copy of this resolution shall be forwarded to our legislative delegations and all cities and towns in Rhode Island requesting support in our mutual endeavor.

Adopted this 21<sup>st</sup> day of March, 2016.

TOWN OF NARRAGANSETT  
S/Matthew M. Mannix, President

ATTEST:  
S/Anne M. Irons, CMC  
Town Clerk

**20. A MOTION to ADOPT a Resolution requiring the conversion of the town's current 2-tier property tax rate (residential/commercial) to a single tax rate for all properties upon implementation of a Homestead Exemption.**

Should this resolution prevail, and should the Town receive the requested Homestead enabling permission from the RI General Assembly and decide to act upon it, this Town Council officially commits to adopt a new property tax ordinance establishing one property tax rate for all properties.

It should be noted that to date, this Council finds itself in the same position as a previous Town Council that also sought Homestead enabling legislation of the General Assembly while retaining a 2-tier tax system with the highest commercial rate allowed under State law and no expressed commitment to convert to a single blended rate.

Due to the complexity of the item and the lateness of the evening the council continued.

Christopher Wilkens moved, Raymond A. Ranaldi seconded and it is unanimously so voted to CONTINUE the MOTION to ADOPT a Resolution requiring the conversion of the town's current 2-tier property tax rate (residential/commercial) to a single tax rate for all properties upon implementation of a Homestead Exemption.

Susan Cicilline-Buonanno aye, Christopher Wilkens aye, Patrick W. Murray aye,

Raymond A. Ranaldi aye, Matthew M. Mannix abstain

**A RESOLUTION TO CONVERT THE TOWN'S CURRENT 2-TIER PROPERTY TAX RATE SYSTEM BACK TO A SINGLE RATE SYSTEM FOR RESIDENTIAL AND COMMERCIAL TAXPAYERS UPON ENACTMENT OF A HOMESTEAD EXEMPTION**

**WHEREAS:** The Narragansett Town Council recognizes that the cornerstone of sound tax policy is equity and desires to eliminate all real or perceived anti-business bias; and

**WHEREAS:** The Town's current 2-tier property tax system unnecessarily penalizes commercial taxpayers by setting their property tax rates at 1½ (maximum allowable by State law) times the residential; and

**WHEREAS:** Due to our overwhelmingly large amount of residential property as compared to the small percentage of commercial property, a new blended single pre-Homestead Exemption property tax rate would only be \$10.32 per thousand or 3.82% higher than the current residential rate of \$9.94/ thousand dollars of value;

**THEREFORE BE IT RESOLVED:** That the Narragansett Town Council will convert its 2-tier residential – commercial property tax system back to a single rate system for all taxpayers automatically upon passage of a Homestead Exemption

**BE IT FURTHER RESOLVED:** A copy of this resolution shall be forwarded to members of our State Legislative Delegation upon passage.

**ADOPTED** this 21<sup>st</sup> day of March A.D. 2016.

**TOWN OF NARRAGANSETT**  
S/ Matthew M. Mannix, President

**ATTEST:**  
S/Anne M. Irons, CMC  
Town Clerk

**ADJOURNMENT:**

The meeting adjourns at 11:26 p. m.

ATTEST:



Anne M. Irons, CMC  
Council Clerk

MINUTES ACCEPTED AS  
PRESENTED/AMENDED

Anne M. Irons, CMC  
Council Clerk

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

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

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

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

**Date Prepared:** July 28 2016

**Council Meeting Date:** August 15, 2016

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**TO:** James M. Manni Town Manager

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

**SUBJECT:** Historic Properties -Tax Credit for approved repairs

**RECOMMENDATION:**

That the Town Council SCHEDULES a PUBLIC HEARING on an ordinance to adopt a temporary tax credit to be applied to certain properties that receive Historic District Commission approval for exterior repairs, renovations and additions.

**SUMMARY:**

Since the establishment of the Narragansett Historic District Commission there has been an interest in identifying ways in which the Town can encourage the preservation and proper maintenance of the historic structures located in the Town's five locally regulated Historic Districts. One way to enhance the situation for owners of older homes is to provide a temporary tax break when they remodel or repair the exterior of their homes. The reason for this is that the cost of sympathetic repair to historic houses is somewhat higher than more recently built homes, due mostly to the time it takes to delicately remove deteriorated sections of wall, trim or roofing and to splice, piece-in or repair those components.

The Historic District Commission, in concert with the staff, has researched the State Law which enables such action, (RIGL 44-4.1), and drafted an ordinance they believe is both helpful to these homeowners and reasonable to the Town and its other taxpayers. The maximum tax credit would be capped at \$2,000 per year or a total of \$10,000 for the maximum five years of relief for a project exceeding \$50,000 in construction cost. At the end of the tax credit period, the full tax obligation as required per the updated value and assessment would then be perpetually assigned.

A copy of the draft was previously sent to Council members which was addressed in a workshop on March 28<sup>th</sup> and a follow-up presentation at the Town Council's regular meeting on June 20<sup>th</sup>.

Staff suggests a public hearing date of September 6, 2016.

**ATTACHMENTS:**

1. Draft Ordinance text

# DRAFT FINAL

## CODE OF ORDINANCES, NARRAGANSETT RI PART II, CHAPTER 70 – TAXATION AND FINANCE

### ARTICLE VI TAX CREDIT FOR HISTORIC DISTRICT PROPERTIES\*

[\***Charter references:** Tax collector, art. 6, ch. 3; assessment, art. 6, ch. 4.

**State law references:** Taxation, G.L. 1956, title 44; power to tax property, G.L. 1956, §45-2-2; local taxes, G.L. 1956, §44-5-1 et seq.; levy and assessment of local taxes, G.L. 1956, §44-5-1 et seq.; exemptions, G.L. 1956, §44-3-3; exemptions in Town of Narragansett, G.L. 1956, §44-3-23; exemption of railroad property in Town of Narragansett, G.L. 1956, §44-3-11.]

#### DIVISION 1. AUTHORIZED

In accordance with [Chapter 4.1 of Title 44 of the Rhode Island General Laws], the town council may by ordinance provide a property tax credit with respect to certain real property situated in the designated historic districts of the town to encourage maintenance and rehabilitation of the structures in such districts.

#### DIVISION 2. HISTORIC DISTRICT REVIEW REQUIRED

No credit will be allowed by the Tax Assessor unless the qualifying owner of a Historic Structure shall have been granted a certificate of appropriateness or recommendation of compatibility by the Town of Narragansett for the maintenance or rehabilitation work.

#### DIVISION 3. DEFINITIONS

In general, definitions and regulations set out in the Town of Narragansett Zoning Ordinance Section 5 (Historic Districts) will be used in administering the historic district property tax credit unless a different meaning is clearly intended. Definitions set forth in RIGL 44-4.1 -2 are incorporated into this chapter by reference. The following definitions are added for clarity in the exercise of this chapter.

- A. "Maintenance or Rehabilitation" means any construction, alteration, rehabilitation, repair, moving or demolition subject to regulation by the Historic District Commission of the Town of Narragansett.
- B. "Commission" means the Historic District Commission of the Town of Narragansett.
- C. "Historic Structure" means a historic residential or commercial structure which is
  - (i) Listed individually in the state register of historic places; or
  - (ii) Located in a district listed in the state register of historic places and certified by the

commission as contributing to the historic character of that district; or

- (iii) Located in a local historic district zone as designated by a city or town under chapter 24.1 of title 45 and certified by the commission as contributing to the character of that historic district zone; or
- (iv) Designated by a city or town as an individual structure subject to regulation by a local historic district commission under chapter 24.1 of title 45.

AND

is not of a character subject to federal depreciation allowance, except that a Historic Structure may contain a non-depreciable owner-occupied residential unit and also one (1) or two (2) depreciable rental units also owned by the structure's owner-occupant..

- D. "Owner" means a person or persons who hold legal title to the property.
- E. "Person" means an individual, estate, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political agency or subdivision thereof.
- F. "Tax Assessor" means the Tax Assessor of the Town of Narragansett.

#### **DIVISION 4. TAX CREDIT**

##### **A. Effective Date**

Maintenance or Rehabilitation of Historic Structures occurring after [date] are eligible for the tax credit.

##### **B. Filing Date**

The tax credit shall initially be claimed in the calendar year the Maintenance or Rehabilitation work is completed.

##### **C. Minimum Expenditure**

In order to qualify for the tax credit, an Owner must spend at least Ten Thousand Dollars (\$10,000) on the Maintenance or Rehabilitation.

##### **D. Calculation Of The Credit**

- (1) The credit shall equal twenty percent (20%) of the documented cost of the Maintenance or Rehabilitation.
- (2) The value of unpaid labor or unpaid materials shall not be considered in calculating the tax credit. Only documented actual costs of the project will be considered in calculating the credit.
- (3) No tax credit will be allowed for the cost of any project work which is outside of the scope of the Commission's approval authority. For the purpose of this clause a Maintenance or Rehabilitation project which is eligible for administrative review by the

Staff of the Town of Narragansett is considered to be within the scope of the Commission's approval authority.

## **DIVISION 5. RESTRICTIONS AND CARRYOVERS**

### **A. Maximum Credit In One Year**

The maximum tax credit which may be used by any taxpayer in a single year shall be Two Thousand Dollars (\$2,000).

### **B. Carryover**

Amounts of unused tax credit may be carried over for four (4) successive years following the initial year in which a credit is taken, or such shorter period until the entire credit has been used.

### **C. Transferability**

### **D. The tax credit may be claimed by the initial eligible Owner only and cannot be transferred to any subsequent owner.**

### **E. Other Restrictions**

[(1) A taxpayer may not claim the tax credit for expenditures that qualified for federal tax credits for Rehabilitation of certified historic structures in accordance with Internal Revenue Code section 47.]

[(2) A taxpayer may not claim the tax credit for expenditures that qualified for Rhode Island tax credits in accordance with the mill building and economic revitalization act, Rhode Island General Law 42-64.7.]

3. Restrictive Covenant - No historic residence, or historic commercial structure, maintained or rehabilitated may benefit from the provisions of this chapter unless the owner of the historic residence, or historic commercial structure, grants a restrictive covenant to the commission, agreeing that the historic residence, or historic commercial structure, shall retain its use and be maintained in a manner which preserves the historic character of the historic residence or historic commercial structure's rehabilitated portions historic character for a period equal to the length of the property tax reduction or until title to the property is transferred.

4. Forfeiture. – In the event of the failure of the owner to keep the property nondepreciable or to maintain the property according to the commission's guidelines during the period of the tax reduction, the owner forfeits the property tax reduction retroactive to the date the reduction commenced. All differences in the amount of taxes that were paid and those that would have been due but for the reduction are payable together with interest of twelve percent (12%) per annum from the dates that the payments would have been due and are a lien against the historic residence. If the property is transferred to a new owner within the period that the tax reduction applies, the tax reduction shall cease, and not be applied to the new owner.

## **DIVISION 6. COMPLIANCE WITH OTHER AUTHORITIES**

Applicants for the tax credit shall conform to appropriate local, state or federal standards for construction or rehabilitation. Nothing contained herein shall be interpreted to authorize any person to violate any ordinance or law relating to building materials, construction methods, design review, or use.]

## **DIVISION 7. APPLICATION AND CERTIFICATION GUIDELINES**

### **A. Forms**

Applications for certificates of appropriateness or recommendations of compatibility shall be filed on the official form designated by the Town. Forms are available from the Town of Narragansett website <http://www.narragansettri.gov/>. Upon completion of maintenance or rehabilitation for which the owner of a historic residence, or historic commercial structure, seeks property tax reduction, the owner shall apply to the tax assessor for relief under this chapter. Upon receiving the application, the town tax assessor shall notify the commission.

### **B. Documentation**

The Commission will require sufficient documentation or other evidence to ascertain eligibility, and the cost of the Maintenance or Rehabilitation that qualifies, for the tax credit.

- (1) The applicant shall document his or her ownership of the Historic Residence by providing the Commission with sufficient evidence that he or she is a party named as an Owner on the current deed to the property.
- (2) The applicant shall document that he or she resides at the property, and whether the property is subject to federal depreciation allowance and shall document the use of any portions of the property not occupied as the Owner's residence.
- (3) The Commission shall have the right to inspect the property (subject to reasonable advance request to the Owner) for the purpose of investigating and confirming eligibility and qualifying costs.

The applicant shall provide documentation to the Tax Assessor about the Maintenance or Rehabilitation work including:

- (a) color photographs, showing the property before the work was started and after the work was completed;
- (b) written descriptions of the work, its purpose, and how the work affected the exterior of the existing building, component elements, materials, and structural systems;
- (c) documentation of the costs incurred in the Maintenance or Rehabilitation work;
- (d) if needed, professionally prepared architectural plans and specifications;

- (e) if needed, historical evidence that changes made to the exterior of the building, its component elements, materials, and structural systems returned the building to an earlier, documented historic appearance without destroying historically significant later additions;
  - (f) if needed, documentation of compliance with appropriate local, state, or federal standards for construction or Rehabilitation, particularly the approval of the local building official and the local historic district commission;
  - (g) a statement certifying that the information provided in the application is accurate, and acknowledging the certification requirements.
- (4) In order to defray the additional costs of evaluating and certifying eligibility for the tax credit, an administrative fee will be charged to any applicant seeking to claim a tax credit. The fee for projects of less than \$25,000 will be \$100. The fee for projects of \$25,000 and over will be \$200.

**C. Certification**

(1) Review of Costs

The Commission will review the applicant's statement of costs for the Rehabilitation or Maintenance work. Applicants are required to document claimed costs by presenting copies of canceled checks. If canceled checks are not available to document claimed costs, the Commission may consider other types of documentation such as itemized receipts for payments made. The Commission may request advice from the Finance Department regarding the review of claimed costs. Costs which cannot be documented shall not be allowed in calculating the tax credit.

(2) Issuance of Certification

If the Commission determines that the requirements of these regulations have been met, the Commission shall issue a written certification which shall state the total amount of the tax credit based upon the Owner's statement of costs. This certification shall be filed by the Owner with the Owner's property tax payment when requesting the tax credit from the Tax Assessor.

**DIVISION 8. REVIEW OF COMMISSION DETERMINATIONS**

The determination of the Commission as to eligibility for and amount of a tax credit applied for, shall be final and non-appealable; provided, that if the Commission is alleged by an Owner to have acted in an arbitrary and capricious manner, appeal may be taken to the Town Council.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 1**

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

**Date Prepared:** August 3, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** Anne Irons, CMC, Town Clerk

**FROM:** Jeffry Ceasrine, P.E., Town Engineer

**SUBJECT:** Sewer Policy Committee Referral, Plat N-R, Lots 672 & 673, 11 Cross Road

**RECOMMENDATION:**

That the Town Council refer a request from Peter Barlow for a waiver of the Sewer Policy for Plat N-R, Lots 672 & 673, 11 Cross Road to the Sewer Policy Committee for review.

**SUMMARY:**

The attached July 22, 2016 letter from Peter Barlow requests an appeal of a staff level denial on sewer availability for 11 Cross Road.

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

**ATTACHMENTS:**

1. July 22, 2016 applicant appeal letter.
2. June 10, 2015 staff denial letter.

'16 JUL 26 PM12:28

July 22, 2016

Narragansett Town Council

Dear Council Members,

I am making this request for my mother, Edith D. Barlow, at 11 Cross Road, Bonnet Shores.

I am acting on her behalf pursuant to a Power of Attorney.

My parents purchased the property in 1963 as a summer home; they retired there in 1992.

I am seeking a waiver from the current policy to allow a sewer hookup to the existing line that is virtually in front of the property. There are already houses "sewered" on either side of 11 Cross Rd.

The current septic system is at least 65 years old. It could fail at any time with resulting financial as well as negative environmental consequences.

Please review the attached email from Jeff Ceasrine, Town Engineer, regarding this request.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Peter Barlow".

Peter Barlow

**TOWN OF NARRAGANSETT**  
Town Hall • 25 Fifth Avenue • Narragansett, RI 02882  
Tel. (401) 789-1044 TDD (401) 782-0610 Fax (401) 783-9637

**ENGINEERING DEPARTMENT**  
Fax No. (401) 782-0669

Dan Barlow  
P.O.Box 569  
Wakefield, RI 02880

June 10, 2015

Re: Sanitary Sewer Availability  
11 Cross Road, Plat N-R, Lots 672 & 673

Dear Mr. Barlow,

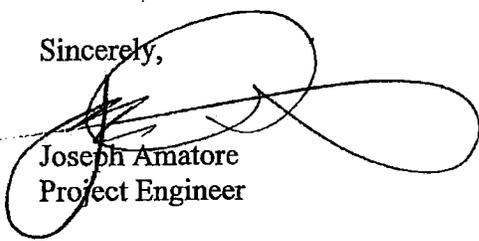
As per your request of June 2, 2015, this office has researched the referenced subject. There are no public sanitary sewers within the immediate area of the property in question.

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

The property in question does not have sewer frontage on an existing public sanitary sewer. As such, a request for an extension cannot be granted. You may appeal provisions of the Sewer Policy to the Town Council in writing; typically, the applicant would have to prove some level of hardship or compelling public good in order for a significant waiver to be granted. Since there is no timetable in place yet for additional capacity, we will not hold requests on file. You will need to check with this office periodically to determine the status of same, and reapply (if you are still interested) at such time as the Policy is amended.

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

Sincerely,



Joseph Amatore  
Project Engineer

JA/ja  
705-L-097-15

*USEPA "Partner for Change" 1997*  
*USEPA "Clean Water Partner for the 21<sup>st</sup> Century" 2003*  
*Environmental Council of RI "Senator John H. Chafee Conservation Award" 2004*  
*Southern Rhode Island Conservation District "Outstanding Conservation Municipality" 2003*  
*Atlantic States Rural Water & Wastewater Association "Good Government and Good Neighbors = Clean Water" Award 2014*

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

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

**Date Prepared:** August 4, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James Manni, Town Manager  
**FROM:** Laura Kenyon, Finance Director

**SUBJECT:** Real Estate and Motor Vehicle Abatements

**RECOMMENDATION:**

That the Town Council approves the list of Real Estate abatements in the amount of \$930.24 and the list of Motor Vehicle abatements in the amount of \$151.23.

**SUMMARY:**

These Real Estate abatements concern:

- (1) An application for a Senior Variable exemption was filed and reviewed by the Interim Tax Assessor. Upon sufficient evidence that this taxpayer was receiving in prior years past, the exemption was credited to the account.
- (2) A tangible account was inadvertently taxed twice; an abatement of the 2016 tax period for one of these accounts will be generated.

The abatement process involves corrections of errors that are found as a matter of our daily tasks. They may be found by our office, or the property owner may have a property characteristic corrected upon an inspection. Many homes are not inspected during the reval process, and when an absent landlord finds an incorrect property characteristic, they schedule a complete inspection.

**SUMMARY:**

This Motor Vehicle abatement concerns:

- (1) Sufficient evidence was provided to the Tax Assessor's office showing documentation that several motor vehicles were registered in another town. Abatements for the 2016 tax period were generated and the motor vehicles were sent to the correct municipality.

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

**ATTACHMENT:** Copy of spreadsheet for real estate & motor vehicle abatements.





**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 3**

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

**Date Prepared:** July 28, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James Manni, Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**SUBJECT:** Narragansett Pier Middle School Mariner March

**RECOMMENDATION:**

That the Town Council approves the request from the Narragansett Pier Middle School for their annual "Mariner March" to be held on Tuesday June 6, 2017 from 2:30 pm to 4:00 pm subject to approval of state and local regulations.

**SUMMARY:**

The "Mariner March" fundraiser is scheduled for Tuesday, June 6, 2017 at 2:30 pm. The walk starts at Narragansett Pier Middle School, down South Pier Road, onto Ocean Road up Kingstown Road across Prospect Avenue and ends at the Pier Middle School. The entire walk is conducted on sidewalks. Narragansett Police have approved this walk.

All of the proceeds from the walk will go directly to the Narragansett Pier Middle School for their new "Positive Behavioral Intervention and Supports" program.

**ATTACHMENTS:**

1. Application for Special Use
2. Map

**TOWN OF NARRAGANSETT  
DEPARTMENT OF PARKS AND RECREATION  
170 Clarke Road, Narragansett, RI 02882  
www.narragansettri.gov**

APPLICATION FOR SPECIAL USE

**ROAD RACE/WALK-A-THON**

TODAY'S DATE 7/19/16

**Ninety [90] DAYS IN ADVANCE IS REQUIRED FOR ALL APPROVALS.**

1. NAME OF APPLICANT Brian Tetreault
2. ORGANIZATION Narragansett Pier School
3. ADDRESS 235 S. Pier Rd. Narragansett RI 02882  
E-MAIL btetreault@nssk12.org
4. TELEPHONE ( ) 401-792-9430
5. NATURE OF EVENT walk -a- thon/parade
6. DATE REQUESTED 6/6/17
7. TIME 2:30-4pm
8. SITES, AREA, BUILDING REQUESTED casino courtyard
9. COURSE LAYOUT see attached  
MAP OF COMPLETE COURSE ROUTE MUST BE ATTACHED.
10. WHO WILL PARTICIPATE IN THE RACE students, staff and parents
11. NUMBER OF PARTICIPANTS 100 SPECTATORS No
12. WILL THERE BE ANY VOLUNTEERS? YES IF YES, HOW MANY 20
13. WILL PARTICIPANTS OBTAIN ACCESS BY:
  - CAR(ESTIMATE NUMBER) N/A
  - BUS(ESTIMATE NUMBER OF PASSENGERS) N/A
14. DESCRIBE IN DETAIL ANY SPECIAL SERVICES REQUESTED casino courtyard - waterstop  
SRO will help to direct traffic along S. Pier Rd at the beginning of event, as he has in the past
15. WILL THERE BE ANY ADVERTISING USED? YES IF YES, WHAT TYPE banner
16. WOULD YOU LIKE THIS EVENT ADVERTISED ON OUR WEB SITE? YES
17. ANY VENDORS PROVIDING SERVICES? NO IF YES, NO GOODS FOR SALE  
UNLESS APPROVED IN WRITING AS PART OF THIS APPLICATION.
18. IS ADDITIONAL FIRST AID NEEDED? No

- LIABILITY INSURANCE CERTIFICATES CO-NAMING THE TOWN OF NARRAGANSETT WILL BE REQUIRED IN THE MINIMUM AMOUNT OF \$1,000,000.
- VOLUNTEERS AND OR APPLICANTS REPRESENTATIVES WILL NOT BE ALLOWED TO DIRECT TRAFFIC WITHIN TOWN ROADS UNLESS SPECIFICALLY APPROVED BY THE NARRAGANSETT POLICE DEPARTMENT.
- ALL TRASH AND LITTER MUST BE PICKED UP BEFORE LEAVING THE AREA. TRASH RECEPTACLES ARE NOT PROVIDED.
- APPLICATIONS NOT SIGNED AND DATED WILL BE RETURNED.
- NO ALCOHOLIC BEVERAGES ALLOWED.
- APPLICANT IS RESPONSIBLE FOR ALL DAMAGE WHICH MAY HAVE BEEN CAUSED BY THIS EVENT.
- APPLICANT IS RESPONSIBLE FOR ANY HOURLY COSTS FOR TOWN EMPLOYEES REQUIRED FOR THE RACE; POLICE DETAILS, FIRE, EMS, PUBLIC WORKS EMPLOYEES, PARK EMPLOYEES, ETC.
- ALL APPLICATIONS MUST BE SCHEDULED FOR REVIEW AND APPROVAL BY THE NARRAGANSETT TOWN COUNCIL. THE COUNCIL MEETS THE 1<sup>ST</sup> AND 3<sup>RD</sup> MONDAY OF EVERY MONTH.
- IF STATE ROADS ARE INCLUDED WITHIN THE RACE COURSE, THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION APPROVAL IS REQUIRED.
- ANY PERSON OR CORPORATION THAT WISHES TO USE AN UAS (DRONE) IN CONJUNCTION WITH ANY LARGE VENUE SPECIAL EVENT WITHIN THE TOWN OF NARRAGANSETT MUST FIRST APPLY FOR AND RECEIVE AN UAS PERMIT [AVAILABLE AT THE PARKS AND RECREATION OFFICE AND THE TOWN CLERK'S OFFICE] AND MUST SUBMIT TO THE TOWN CLERK'S OFFICE SEVEN DAYS PRIOR TO USAGE TIME.
- ATTACHEMENTS REQUIRED:
  1. RACE COURSE MAP
  2. INSURANCE CERTIFICATE NAMING THE TOWN OF NARRAGANSETT AS ADDITIONAL INSURED

CONDITIONS OF APPLICATION ACCEPTED

RACE EVENT & DATE: WALK-A-THON / PARADE

**Brian Tetreault** DATE 7/19/2016

Conditions of Application Accepted [APPLICANT]

[Signature]  Accept  Denied DATE 7/19/16  
Parks Director

PER EMAIL  Accept  Denied DATE 7/20/16  
Public Works Director

PER EMAIL  Accept  Denied DATE 7/27/16  
Police Chief

PER EMAIL  Accept  Denied DATE 7/20/16  
Fire Chief

\_\_\_\_\_  Accept  Denied DATE \_\_\_\_\_  
Town Manager

\_\_\_\_\_  Accept  Denied DATE \_\_\_\_\_  
Town Council

**Town of Narragansett**

Department Parks and Recreation  
170 Clarke Road, Narragansett, RI 02882  
www.narragansettri.gov

Phone # (401) 782-0658

Fax # (401) 788-2553

Email form to [recreation@narragansettri.gov](mailto:recreation@narragansettri.gov)

## Student Sponsors

Student Name:	Grade:
---------------	--------

Sponsor Name	Donation
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
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14.	
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16.	
17.	
18.	
19.	
20.	

Total Sponsorship Amount \$ \_\_\_\_\_

Make checks payable to NPS and return to the main office.

## Event Map



The route will start from the Pier School Cafeteria, and travel down South Pier Road. It will take a left at the well onto Ocean Road, turn left after the arch up Kingstown Road, and finally cut back across Prospect Ave and end at the Pier School Cafeteria.

### Rules

1. Stay on the sidewalk.
2. Keep your hands to yourself.
3. Follow chaperones' directions.
4. All school rules apply.

Special Thanks to All of Our  
Community Sponsors:

*Oceanside at the Pier Restaurant*  
Crosswynds Traders  
*D & P Investment Advisors, LTD*  
*Mark R. Provost, CPA/PFS, MST*  
Gansett Wraps  
*Shaw's Supermarkets*  
Belmont Market  
*Pizza Heaven*  
Monahan's Clam Shack  
*Creative Hair Salon*  
Froyo Fix  
*Dequattro Orthodontics*  
Casa Pizza  
*Narragansett Prevention Partnership*  
Stedman's Bike Shop

~Helping the children of today be kinder adults of tomorrow~

# Mariner March For Unity



Narragansett Pier School  
PBIS Fundraiser 5k Walk

(PBIS = Positive Behavioral Intervention & Supports)

Tuesday, June ~~7<sup>th</sup>~~ 2016

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 4**

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

**Date Prepared:** July 28, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James Manni, Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**SUBJECT:** St. Thomas More Annual Parish Festival at Veteran's Park

**RECOMMENDATION:**

That the Town Council approves the request from St. Thomas More Parish for their 10th Annual Parish Festival at Veteran's Memorial Park on Saturday June 17, 2017 from 4:00 pm to 10:00 pm. subject to state and local regulations.

**SUMMARY:**

The request for this annual event by St. Thomas More Parish to be held at Veteran's Memorial Park is for a well-organized family event including food booths, amusement rides, and family oriented entertainment under tents. In the past nine years this event has been well attended by many residents, visitors to Narragansett, as well as parishioners of St. Thomas More. This event has also been very successful and open to the public. The Towers Committee, Police Department and Fire Department have been contacted regarding the date and time of this event to avoid potential conflicts with other events scheduled for that day. Set up will take place on Friday June 16<sup>th</sup>, 2017 and removal will be complete by Monday June 19, 2017.

**ATTACHMENTS:**

1. St. Thomas More Parish request letter

SAINT THOMAS MORE PARISH  
SAINT VERONICA CHAPEL

www.stthomasmoreri.org

53 Rockland Street  
Narragansett, Rhode Island 02882-3620  
Telephone: (401) 789-7682

July 12, 2016

'16 JUL 28 PM 12:30

Mr. Matthew Mannix, President  
Narragansett Town Council  
25 Fifth Avenue  
Narragansett, RI 02882

Dear Mr. Mannix and fellow Town Council Members,

We are writing to request a town permit and permission to use Veteran's Memorial Park for the St. Thomas More Parish Festival to be held on Saturday, June 17, 2017. This is our annual festival that will take place from 4:00 PM - 10:00 PM.

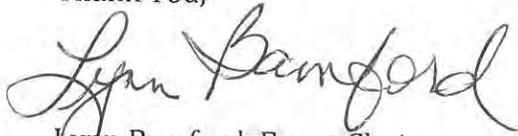
The festival is open to the public with no fee for admission and all are welcome. Tickets will be sold at the event for food, kids games, baked goods, gift baskets, and amusement rides which will be setup at the end of the park across from the post office. Four tents will be professionally setup to house the following:

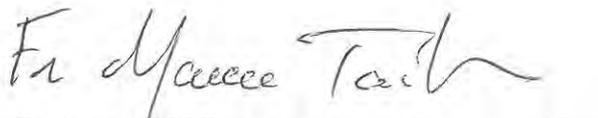
1. Music Tent - live bands will be playing throughout the event
2. Food Tent - food will be cooked / served along with soft drinks and dessert
3. Children's Tent - kids games and arts and crafts
4. Bake Goods and Baskets - Bake Goods to be sold and Baskets to be raffled

As done with all previous St. Thomas More Festivals, we will work with the Narragansett Fire Marshall and State Inspector to ensure the safety of this event.

We hope you and your families will join us!

Thank You,

  
Lynn Bamford, Event Chair

  
Fr. Marcel Taillon, Pastor, St. Thomas More

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 5**

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

**Date Prepared:** August 8, 2016

**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni Town Manager

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

**SUBJECT:** Miscellaneous Licenses- (One Day Peddler) Valarie Westnedge  
d/b/a Softouch, Inc.

**RECOMMENDATION:**

That the Town Council approves a Miscellaneous License application for a One Day Peddler License for September 17 and 18, 2016 to Valarie Westnedge d/b/a Softouch, Inc. of Wakefield 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

Town of Narragansett  
25 Fifth Avenue, Narragansett, RI 02882

ONE-DAY PEDDLER'S APPLICATION / LICENSE

Valarie Westnedge  
Applicant's Name

Softouch, Inc.  
Trade Name

P.O. Box 734 Wakefield, RI 02880  
Mailing Address

401-486-1548(cell) 401-783-6274(store)  
Applicant's Telephone #

Valarie Westnedge  
Applicant's Signature

7/18/16  
Date

Product(s): Tee Shirts, Sweitshirts, Jackets

Date(s) of Event: September 17 & 18 2016

Type of Event: 2016 Northeast Masters' Sand Sculpting Festival

Name/Address of Event: Sand Sculpting Festival  
Town of Narragansett Beach  
39 Boston Neck Rd

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

ONE-DAY PEDDLER'S LICENSE @: \$25.00 per day x 2 = FEE: \$ 50.00

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: 6**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** July 26, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Michael DiCicco, Director of Public Works  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Purchase and Installation of Electronic Spreader Control

**RECOMMENDATION:**

That the Town Council approves the purchase and installation of a certified electronic spreader control in Highway Division Truck 14 from Coastal International, utilizing the Greater Boston Police Council Contract, in the amount of \$5,400.00.

**SUMMARY:**

Currently, Highway Truck 14 has a Raven controller which is geared more for agricultural applications and not salt brine. At the time this truck was purchased in 2006, the Raven controller was the only control available. With advancements in the winter maintenance especially salt brine applications, now controllers are produced specifically for brine. We currently utilize Certified Controls in Truck 6 and 10 which is very user friendly and accurate at metering the product. This new control for Truck 14 will give us the capability to have two tank trucks that can accurately and efficiently apply salt brine pre and post storm.

The Town will be purchasing this system pursuant to the Greater Boston Police Council (GBPC) contract #GBPC 2014 – International that is competitively bid by the Metropolitan Area Planning Council Cooperative (MAPCC). Coastal International Trucks, LLC of Warwick, RI, has quoted a price of \$5,400.00 under this contract (see attached). This competitive bid and award was executed by the MAPCC under the Massachusetts General Laws. The Town joined the GPPC to take advantage of these competitive bids with large-volume and regional buying power. Narragansett has utilized these contracts for procurement of police cars, pick-up trucks, heavy trucks, truck bodies, and other municipal equipment.

Funding is available in the Public Works, Highway Division, Capital Projects Account #00200730 57071, Equipment Replacement.

**ATTACHMENTS:**

1. Quote from Coastal International Trucks, LLC.

INTERNATIONAL TRUCK & ENGINE CORPORATION  
and  
GREATER BOSTON POLICE COUNCIL  
PROCUREMENT CONTRACT #GBPC 2014-INTERNATIONAL  
expires Oct 31, 2016

UNIT #	DESCRIPTION	PRICE
507	Electronic Spreader Control - Mid Tier	\$5,400.00

Coastal International Trucks, LLC  
17 O'Keefe Lane  
Warwick, RI 02888

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Town of Narragansett  
25 Fifth Avenue  
Narragansett, RI 02882

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**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC:** 7  
**Amend No.** \_\_\_\_\_

**Date Prepared:** July 6, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Sean Corrigan, Police Chief  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Department of Attorney General Fingerprint Billing

**RECOMMENDATION:**

That the Town Council approves the cost of fingerprints processed through the Department of Attorney General (State of Rhode Island), in the amount of \$35.00 each for FY2016/2017.

**SUMMARY:**

The Police Department processes approximately 14 to 15 fingerprint cards per month through the Department of Attorney General. The estimated annual cost is approximately \$6,100.00

Funding is available in the Police Administration Operating Account #1511 50202, Contracted Services.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 8**

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

**Date Prepared:** July 12, 2016

**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Sean Corrigan, Police Chief  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Purchase of Ammunition

**RECOMMENDATION:**

That the Town Council approves the purchase of ammunition for the Police Department from AAA Police Supply, in the amount of \$6,036.00.

**SUMMARY:**

The Police Department maintains a minimum amount of ammunition at all times. Due to an overall ammo shortage over the past few years, there have been major delays in getting ammunition orders fulfilled and delivered. In the past when we have solicited bids, the lowest bidder, Eagle Point was unable to guarantee delivery date and took over twelve (12) months to deliver product. AAA, although not a state MPA, has ammo in stock and provides free delivery. In addition, their prices are equal to or less than the Eagle Point's prices.

Using AAA as the vendor will allow the police department to have product delivered within seven (7) business days after receipt of the order and thus put the standard level of stock at an acceptable level.

Funding is available in the Police Department Operating Account # 1511 50331, Operating Supplies.

**ATTACHMENTS:**

1. AAA Police Supply Price List from 2015
2. PO #20162483 showing last years' prices which Det. Lt. Barber was able to get AAA to agree to this year.



ORIGINAL

# Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order # **20162483-00**

BILLS TO

TOWN OF NARRAGANSETT  
 ATTENTION: ACCOUNTS PAYABLE  
 25 FIFTH AVENUE  
 NARRAGANSETT, RI 02882  
 Questions? Call Purchasing (401) 782-0644

Delivery must be made within doors of specified destination.

RODNEY

AAA Police Supply  
 Dedham Sportsmen's Center, Inc  
 940 Providence Highway  
 Dedham MA 02026

SHIP TO

Police Department  
 40 Caswell Street  
 Narragansett RI 02882

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
781-326-8845		781-326-3963		16002878		Sgt. Robert Barber	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
11/25/2015	3662				Police Department		
Item #	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
The Above Purchase Order Number Must Appear On All Correspondence - Packing Slips And Bills Of Lading							
1	#LE223T3 cases of .223 62 grain Tactical Bonded	6.0	CASE	\$256.000	\$1,536.00		
2	#AE223AF cases of .223 55 grain FMJ	5.0	CASE	\$314.000	\$1,570.00		
3	#54232 .357 sig TMJ Clean Fire, cases.	10	<del>28.0</del> CASE	<del>\$293.000</del> 293. ✓	<del>\$5,800.00</del> #2930 ✓		
4	#53654 9mm TMJ, case.	2.0	CASE	\$203.000	\$406.00		
<i>No Shipping Fees</i>							
					<b>\$6,036. ✓</b>		

By *Ann W. Gallagher*  
 Purchasing Manager

VENDOR COPY

Total Ext Price	\$9,372.00
PO Total	\$9,372.00

# AAA POLICE SUPPLY

940 PROVIDENCE HIGHWAY (RT 1) DEDHAM, MA 02026-6806  
781-326-8845 FAX 781-326-3963

## AMMUNITION PRICE LIST 1/1/15 ~ 12/31/15

### A.L.S. LESS LETHAL

#ALS1212T.....12 GA TRITON BEAN BAG ROUND.....\$28.95/BOX(5).....\$1199.00/CASE(250)  
#ALS3704.....37/40MM PEN-PREVENT TAIL BEAN BAG.....\$23.95 EACH.....\$499.00/CASE(24)

### FEDERAL CARTRIDGE

#FF92.....9MM FORCE ON FORCE MARKING ROUNDS (500/CASE) \$ 255.00  
#AE32AP.....32 71 FMJ (1000/CASE).....\$ 241.00  
#AE380AP.....380 95 FMJ (1000/CASE).....\$ 219.00  
#AE9N1.....9MM 124 TMJ REDUCED LEAD (1000/CASE).....\$ 235.00  
#P9HST2.....9MM 147 TACTICAL HST HP (1000/CASE).....\$ 287.00  
#AE4OR3.....40 S+W 165 FMJ (1000/CASE).....\$ 269.00  
#AE4ON1.....40 S+W 180 TMJ REDUCED LEAD (1000/CASE).....\$ 293.00  
#LE4OT3.....40 S+W 165 TACTICAL BONDED HP (1000/CASE).....\$ 389.00  
#P4OHST3.....40 S+W 165 TACTICAL HST HP (1000/CASE).....\$ 328.00  
#P4OHST1.....40 S+W 180 TACTICAL HST HP (1000/CASE).....\$ 328.00  
#AE45A.....45 230 FMJ (1000/CASE).....\$ 328.00  
#AE45N1.....45 230 TMJ REDUCED LEAD (1000/CASE).....\$ 334.00  
#P45HST1.....45 230 TACTICAL HST HP +P (1000/CASE).....\$ 385.00  
#LE13200.....12 GA LOW RECOIL 9 PELLET 00 BUCK (250/CASE) \$ 119.00  
#LEB127LRS.....12 GA LOW RECOIL TRUBALL SLUG (250/CASE).....\$ 149.00  
#T1159.....12 GA #9 BIRDSHOT 1 1/8 OUNCE (250/CASE).....\$ 89.00  
#LE12700.....12 GA FULL POWER 9 PELLET 00 BUCK (250/CASE) \$ 119.00  
#LEB127RS.....12 GA FULL POWER TRUBALL SLUG (250/CASE).....\$ 149.00  
—▷ #AE223AF.....223 55 FMJ "STRIPPER CLIPPED" (900/CASE).....\$ 314.00  
#XM193AF90.....5.56 55 FMJ "STRIPPER CLIPPED" (450/CASE).....\$ 157.00  
#XM855LC1AC1.....5.56 62 GREEN TIP "STRIPPER CLIPPED" (420/GI CAN)..\$ 178.00  
#T223A.....223 55 HI-SHOK SP (500/CASE).....\$ 285.00  
#T223E.....223 55 SIERRA BTHP (500/CASE).....\$ 305.00  
#T223F.....223 55 NOSLER BALLISTIC TIP (500/CASE).....\$ 333.00  
#T223L.....223 64 HI-SHOK SP (500/CASE).....\$ 293.00  
—▷ #LE223T3.....223 62 TACTICAL BONDED SP (200/CASE).....\$ 256.00  
#AE308D.....308 150 FMJ BOAT TAIL (500/CASE).....\$ 299.00  
#LE308T1.....308 165 TACTICAL BONDED SP (200/CASE).....\$ 299.00  
#GM308M.....308 168 SIERRA BTHP MATCH (200/CASE).....\$ 156.00

## CCI/SPEER

#0030.....	22 LONG RIFLE 40 MINI-MAG HIGH VELOCITY (5000/CASE).....	\$ 258.00
#23604.....	32 60 GOLD DOT HOLLOW POINT (500/CASE).....	\$ 304.00
#53606.....	380 90 GOLD DOT HOLLOW POINT (1000/CASE).....	\$ 465.00
#53921.....	38 135 GOLD DOT HOLLOW POINT +P (1000/CASE).....	\$ 386.00
#3475.....	38 158 TMJ BLAZER CLEAN-FIRE +P (1000/CASE).....	\$ 221.00
#53365.....	9MM 100 FRANGIBLE LEAD FREE (1000/CASE).....	\$ 394.00
#53650.....	9MM 115 TMJ BRASS CASE (1000/CASE).....	\$ 203.00
→ #53651.....	9MM 124 TMJ BRASS CASE (1000/CASE).....	\$ 203.00
#53617.....	9MM 124 GOLD DOT HOLLOW POINT +P (1000/CASE).....	\$ 332.00
#53619.....	9MM 147 GOLD DOT HOLLOW POINT (1000/CASE).....	\$ 332.00
#53375.....	40 S+W 125 FRANGIBLE LEAD FREE (1000/CASE).....	\$ 424.00
#53955.....	40 S+W 165 TMJ BRASS CASE (1000/CASE).....	\$ 239.00
#53954.....	40 S+W 165 TMJ BRASS CASE CLEAN-FIRE (1000/CASE).....	\$ 262.00
#3477.....	40 S+W 180 TMJ BLAZER CLEAN-FIRE (1000/CASE).....	\$ 233.00
#5220.....	40 S+W 180 FMJ BRASS CASE (1000/CASE).....	\$ 261.00
#53961.....	40 S+W 155 GOLD DOT HOLLOW POINT (1000/CASE).....	\$ 358.00
#53970.....	40 S+W 165 GOLD DOT HOLLOW POINT (1000/CASE).....	\$ 358.00
#53962.....	40 S+W 180 GOLD DOT HOLLOW POINT (1000/CASE).....	\$ 358.00
#53368.....	357 SIG 100 FRANGIBLE LEAD FREE (1000/CASE).....	\$ 424.00
→ #54232.....	357 SIG 125 TMJ BRASS CASE CLEAN-FIRE (1000/CASE).....	\$ 293.00
#54234.....	357 SIG 125 GOLD DOT HOLLOW POINT (1000/CASE).....	\$ 424.00
#53395.....	45 155 FRANGIBLE LEAD FREE (1000/CASE).....	\$ 513.00
#3480.....	45 230 TMJ BLAZER CLEAN-FIRE (1000/CASE).....	\$ 263.00
#53653.....	45 230 TMJ BRASS CASE (1000/CASE).....	\$ 281.00
#53969.....	45 200 GOLD DOT HOLLOW POINT +P (1000/CASE).....	\$ 399.00
#53966.....	45 230 GOLD DOT HOLLOW POINT (1000/CASE).....	\$ 399.00

## INTERNATIONAL

#223045HVPNTM.....	223 45 FRANGIBLE LEAD FREE (1000/CASE).....	\$ 699.00
#012325SLGC.....	12 GA SLUG FRANGIBLE (250/CASE) .....	\$ 323.00
#012009SHTC.....	12 GA 00 BUCK FRANGIBLE (250/CASE).....	\$ 441.00

## HORNADY

90235.....	9MM 135 CRITICAL DUTY (500/CASE).....	\$ 235.00
90225.....	9MM 135 +P CRITICAL DUTY (500/CASE).....	\$ 235.00
91295.....	357 SIG 135 CRITICAL DUTY (500/CASE).....	\$ 270.00
90515.....	357 MAGNUM 135 CRITICAL DUTY (500/CASE).....	\$ 284.00
91375.....	40 S+W 175 CRITICAL DUTY (500/CASE).....	\$ 235.00
90925.....	45 220 +P CRITICAL DUTY (500/CASE).....	\$ 270.00
90080.....	380 90 FTX CRITICAL DEFENSE (250/CASE).....	\$ 166.00
90300.....	38 90 FTX CRITICAL DEFENSE (250/CASE).....	\$ 179.00
90310.....	38 110 FTX CRITICAL DEFENSE (250/CASE).....	\$ 179.00
90240.....	9MM 100 FTX CRITICAL DEFENSE (250/CASE).....	\$ 169.00

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 9**

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

**Date Prepared:** August 2, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Karen Saucier, Director Information Resources  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Annual Phone System Support Agreement

**RECOMMENDATION:**

**SUMMARY:**

On January 6, 2014, Town Council approved the purchase of a new telephone system for Town Hall and other Town facilities and the new system was implemented. This agreement renewal covers hardware maintenance, updates, monitoring, and support for the Towns' VOIP Phone System. The renewal period is: July 25, 2016 – July 24, 2017.

This agreement is covered through the State of Rhode Island Master Price Agreement No. 404 with Carousel Industries Inc. Bids were solicited and awarded by the State of Rhode Island, Office of Purchasing. The Town can utilize the State MPA to take advantage of the purchasing power associated with a large state-wide procurement.

Funding is available in the Information Resources Operating Account #0001350 50311, Licenses/Dues.

**ATTACHMENTS:**

1. Invoices (two) from Carousel, dated 07/19/2016.

**Carousel Industries of North America, Inc.**

P.O. Box 842084  
Boston, MA 02284-2084  
Phone: (800) 401-0760



**Contract Invoice**

Number: **1853296**

Date: 7/19/2016

**Coverage period from: 07/25/2016 thru 07/24/2017**

Account No. 64372

**Bill-To**

Town of Narragansett  
Attn: Accounts Payable  
25 Fifth Avenue  
Narragansett, RI 02882

**Primary Coverage Location**

Town of Narragansett - Town Hall  
25 Fifth Avenue  
Narragansett, RI 02882 USA

<u>Contract</u>	<u>Rep</u>	<u>Terms</u>	<u>Contract Status</u>	<u>Reference</u>	<u>PO No.</u>
65319	Todd Spiegel	Net 30 days		PBX/VM/SETS/DECT	Pending PO

<u>Contract Type</u>	<u>Contract Description</u>
T2- CAROUSEL ESSENTIAL	_FULL (SLA: STANDARD) - (RMT: 24X7) - (ONSITE: 24X7) - (PARTS: NBD) + MONITOR

**Annual Maintenance Contract Charges** **\$5,015.68**

Sub-total: \$5,015.68  
Sales Tax: \$0.00

**Please remit payment by effective period start date to ensure coverage.**

**Total Amount Due:** \$5,015.68

**\*\* If you have any questions regarding this invoice, please e-mail [contractinvoices@carouselindustries.com](mailto:contractinvoices@carouselindustries.com) or call 866-495-9390. \*\***  
Canadian Business # 821538014, GST # 821538014RT0001, QST # 1215963035, TIN 061502254  
EQUAL OPPORTUNITY EMPLOYER

**Carousel Industries of North America, Inc.**

P.O. Box 842084  
Boston, MA 02284-2084  
Phone: (800) 401-0760



**Contract Invoice**

Number: **1853297**

Date: 7/19/2016

**Coverage period from: 07/25/2016 thru 07/24/2017**

Account No. 64372

Bill-To

Town of Narragansett  
Attn: Accounts Payable  
25 Fifth Avenue  
Narragansett, RI 02882

Primary Coverage Location

Town of Narragansett - Town Hall  
25 Fifth Avenue  
Narragansett, RI 02882 USA

<u>Contract</u>	<u>Rep</u>	<u>Terms</u>	<u>Contract Status</u>	<u>Reference</u>	<u>PO No.</u>
65318	Todd Spigel	Net 30 days		VOICE	Pending PO

<u>Contract Type</u>	<u>Contract Description</u>
X 3- CAROUSEL SMARTPOINT- ASSURE	_(SLA: STANDARD) - SRM(N) + AGENCY(N) + (REMOTE MAC: 8X5)

**Managed Services Annual Contract Charges**

**\$2,265.87**

Sub-total:	\$2,265.87
Sales Tax:	\$0.00

Please remit payment by effective period start date to ensure coverage.

**Total Amount Due: \$2,265.87**

\*\* If you have any questions regarding this invoice, please e-mail [contractinvoices@carouselindustries.com](mailto:contractinvoices@carouselindustries.com) or call 866-495-9390. \*\*  
Canadian Business # 821538014, GST # 821538014RT0001, QST # 1215963035, TIN 061502254  
EQUAL OPPORTUNITY EMPLOYER

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 10**

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

**Date Prepared:** July 22, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Replace Air Handler at North Beach Clubhouse

**RECOMMENDATION:**

That the Town Council approves the replacement of the air handler with electric heat at the North Beach Clubhouse, to be completed by JMB Mechanical, Inc., in the amount of \$7,420.00.

**SUMMARY:**

The original twelve year old air handler with electric heat is in need of replacement due severe deterioration of the housing unit and damage to the heating element. The unit is designed to draw in fresh air to operate on a regular basis. Over time, this has accelerated the corrosion to the unit due to the salt air environment at this beach location. Other heating solutions were investigated and were three to four times the cost versus remaining with the same type of system.

The solution is to replace this air handler with a new 5-ton air handler. The quote includes the removal and disposal of the old system, the purchase, installation, and piping of the new system under our rates and mark up established in the HVAC contract.

On October 19, 2015 the Town Council approved the extension of the General Heating, Ventilation, and Air Conditioning Services contract with JMB Mechanical through the period ending October 19, 2016. The attached estimate of \$7,420.00 from JMB Mechanical, Inc. is for the necessary work. Under the Town's policy, projects with a value of over \$4,000.00 under this format require Town Council approval.

Funding is available in the Beach Enterprise Fund Operating Account #0034 50507, Building Maintenance/Repairs.

**ATTACHMENTS:**

1. Quote from JMB Mechanical Inc., dated 7-18-2016.

JMB Mechanical Inc.

1008 Plainfield Street  
Johnston, RI 02919

(401) 944-7500 Phone  
(401) 943-0525 Fax

# Estimate

Date	Estimate #
7/18/2016	2101

Name / Address
TOWN OF NARRAGANSETT ATTN: ACCOUNTS PAYABLE 25 FIFTH AVENUE NARRAGANSETT, RI 02882-3612

Item	Description	Qty	U/M	Cost	Total
	BEACH CLUB				
	REMOVE AND REPLACE AIR HANDLER WITH ELECTRIC HEAT. DISPOSE OF EXISTING EQUIPMENT AS PER EPA GUIDELINES. MAKE ALL NECESSARY DUCTWORK AND PIPING MODIFICATIONS. START AND TEST SYSTEM OPERATION.				
PARTS	5 TON AIR HANDLER WITH 20KW ELECTRIC HEAT, DUCTWORK MATERIAL, DISPOSAL CHARGE, REFRIGERANT AND PIPING MATERIALS (\$3,900.00 COST + 20% MARKUP)	1	ea	4,680.00	4,680.00
LABOR	LABOR	40	ea	68.50	2,740.00
	THIS QUOTE DOES NOT INCLUDE ANY ELECTRICAL..				
<b>Total</b>					\$7,420.00

Customer Signature \_\_\_\_\_

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 11**

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

**Date Prepared:** August 2, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Award of bid - Security System Maintenance & Improvement Services

**RECOMMENDATION:**

That the Town Council awards the bid for "Security System Maintenance & Improvement Services" to Galaxy Integrated Technologies, Inc. at their quoted hourly rates and designated mark-ups for a one-year period.

**SUMMARY:**

The Town currently owns, operates, and maintains security system components, including door access controls, electronic gates/key fobs, CCTV, and alarms, at many Town buildings and properties. In 2012, we solicited bids for the first time for "Security System Maintenance and Improvement Services" to maintain this equipment. Over the past three years, we learned that this work should be divided into two separate bids to be most cost effective and efficient. This bid is for the maintenance and improvement services component (the actual installation and repair of the hardware and software); the other bid for the Program and Design Services was awarded to Grist Security Consulting, Inc. on April 4, 2016.

This bid includes hourly rates for various trades needed for maintenance of the security systems, as well as mark-ups for parts, materials, and equipment (like all of our miscellaneous contracts). The contract period is August 15, 2016 – August 14, 2017.

The request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Ten vendors were solicited and five responded. The attached spreadsheet lists the results from the solicitation.

We recommend an award to the third lowest bidder, Galaxy as they are the lowest qualified bidder. The two lowest bidders did not meet the bid specifications and are lacking the AMAG Symmetry Certification that is required in order to work on the Town's system. There is no fixed contract value for this award. This service contract will be used on an "as-needed" basis for system maintenance, upgrades and emergency repairs. Any single project with a value that exceeds \$4,000.00 will require Town Council approval.

Funding is available in each department's respective operating or capital budget.

**ATTACHMENTS:**

1. June 6, 2016 solicitation spreadsheet for bid opening.

Town of Narragansett, RI  
 Security System Maintenance & Improvement Services, B16030  
 All Departments

Bid Opening - Monday, June 6, 2016 - 11:00 am

	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
	Galaxy Integrated Technologies, Inc.	Dane Tech, Inc.	Pasek Corporation	American Tele-Connect Serv.	Go Security Solutions
	Price	Price	Price	Price	Price
<b>1. Regular Service - 10 day response</b>					
a. (Trade) - per hour	Installer \$90.00	TSC Telec. \$85.00	Tel Data \$125.00	Tel. Tech \$75.00	Sec. Serv \$100.00
b. (Trade) - per hour	Techn. \$90.00	Data \$85.00			
c. (Trade) - per hour	Program. \$90.00	Burg. Alarm \$85.00			
d. (Trade) - per hour	Proj Mgr \$90.00				
Response Time	4 Hours	4 - 8 Hours	4 Hours	24 Hours	2 Hours
<b>2. Emergency Serv/Reg hours - 2 hr resp</b>					
a. (Trade) - per hour	Installer \$90.00	TSC Telec. \$95.00	Tel Data \$125.00	Tel. Tech \$112.50	Sec. Serv \$100.00
b. (Trade) - per hour	Techn. \$90.00	Data \$95.00			
c. (Trade) - per hour	Program. \$90.00	Burg. Alarm \$95.00			
d. (Trade) - per hour	Proj Mgr \$90.00				
Response Time	2 hours	2- 4 Hours	4 Hours	2 Hours	2 Hours
<b>3. Emergency Serv/Nts/Week/Hol-2 hr resp</b>					
a. (Trade) - per hour	Installer \$110.00	TSC Telec. \$140.00	Tel Data \$187.50	Tel. Tech \$112.50	Sec. Serv \$150.00
b. (Trade) - per hour	Techn. \$110.00	Data \$140.00			
c. (Trade) - per hour	Program. \$110.00	Burg. Alarm \$140.00			
d. (Trade) - per hour	Proj Mgr \$110.00				
Response Time	2 Hours	2- 4 Hours	4 Hours	2 Hours	4 Hours
<b>4. Mark-up for parts &amp; materials (%)</b>	10%	35%	25%	25%	50%
<b>5. Mark-up for equipment (%)</b>	10%	35%	25%	25%	50%

# NARRAGANSETT SCHOOL SYSTEM

12

ADMINISTRATIVE OFFICES  
25 FIFTH AVENUE  
NARRAGANSETT, RHODE ISLAND 02882-3612  
Telephone (401) 792-9450  
FAX (401) 792-9439

**KATHERINE E. SIPALA**  
SUPERINTENDENT OF SCHOOLS

**LESLIE BROW**  
DIRECTOR OF STUDENT SERVICES  
(401) 792-9426

**KAREN M. HAGAN, CPA**  
DIRECTOR OF FINANCE

To: James M. Manni, Town Manager  
From: Katherine Sipala, School Superintendent  
Subject: Resolution Authorizing the Lease-Purchase of School Buses

## RECOMMENDATION:

That the Town Council approve a resolution authorizing the Narragansett School Department to enter into a master equipment lease-purchase agreement and to authorize the Town Manager to execute the lease-purchase agreements on behalf of the town, subject to the review and approval of the Town Solicitor and/or Bond Counsel.

## BACKGROUND:

The Narragansett School Department has requested to lease-purchase five school buses. The lease will be in the form of a Tax-Exempt Master Equipment Lease-Purchase Agreement whereby the Narragansett School System will own the buses at the end of the lease term of five years.

The buses will be purchased from Dattco Sales & Service through the National Joint Power Alliance collaborative agreement. The specific contract award number is 102115-DAT. The cost to purchase the buses is \$82,090.00 each for a total cost of \$410,450.00.

The Narragansett School System solicited proposals for financing the lease-purchase from the following financial institutions:

Santander Bank, N.A,	2.38%
Signature Public Funding Corp.	1.54%
U.S. Bank Business Equipment Financing	1.625%
Wells Fargo	2.41%

The Narragansett School Committee has awarded the tax-exempt lease purchase financing agreement to Signature Public Financing Corp. at a rate of 1.54% for the acquisition of the buses.

The lease documents were reviewed by David Ferrara, Bond Counsel, and approved. He has also prepared the resolution to be approved by the Town Council. Finance Director Laura Kenyon from the Town and Finance Director Karen Hagan from the School Department have reviewed the proposed lease-purchase and recommend approval.

The Narragansett School Committee requests the Town Council approve the resolution enabling the lease-purchase of five school buses.

Attachment:

1. Resolution

## RESOLUTION

**AUTHORIZING THE INCURRING OF LEASE OBLIGATIONS IN ANY AMOUNT NOT TO EXCEED \$410,450.00 TO BE EVIDENCED BY THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND AN EQUIPMENT SCHEDULE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.**

WHEREAS, the Town of Narragansett (the "*Lessee*"), a body politic and corporate duly organized and existing as a political subdivision of the State of Rhode Island, is authorized by the laws of the State of Rhode Island to purchase, acquire, and lease personal property for the benefit of the Lessee and those it provides services to and to enter into contracts with respect thereto;

WHEREAS, the Narragansett School Department desires to acquire/lease under a tax-exempt lease purchase financing of five (5) 77 passenger school buses under a master price proposal from Dattco, Inc, dated May 23, 2016 as amended July 8, 2016 at the cost of \$82,090.00 each;

WHEREAS, the Narragansett School Department has solicited proposals from prospective lessors and has recommended Signature Public Funding Corp. ("*Lessor*") to provide such lease financing at the approximate rate of 1.54%;

WHEREAS, all lease payments shall be the obligation of the School Department under its annual appropriation(s);

WHEREAS, the Town's approval of such lease is necessary to confer tax-exempt status on such financing;

WHEREAS, the School Committee has requested the Town Council to approve the Town entering into a lease purchase agreement (the "*Lease*") in the form attached hereto, with such changes as may be acceptable or required by the Town Solicitor.

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; including without limitation said Five (5) 77 Passenger New 2017 Navistar School Buses purchased from DATTCO Sales & Service and all other equipment Lessee or its Designated Officers may deem necessary and/or desirable (the "*Equipment*") in an amount not more than \$410,450.00, and the Lessee hereby finds and determines that the realistic estimated useful life of the Equipment is at least 5 years.

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into a Master Equipment Lease Purchase Agreement to be dated on or about August 15, 2016 (together with the Equipment Schedule to be dated as of on or about August 15, 2016 and all related exhibits, schedules, and certificates attached thereto, the "*Lease Agreement*") with Signature Public Funding Corp. (the "*Lessor*") and one Escrow Agreement (together the Disbursement Request Form and Acceptance Certificate, the "*Escrow Agreement*", and together with the Lease Agreement, the "*Transaction Documents*") with the Lessor and Signature Bank, as escrow agent, the forms of which have been presented to the Town Council of the Lessee at this meeting;

WHEREAS, the Town Council of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Transaction Documents for the purchase, acquisition, and leasing of the Equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT RESOLVED AND ENACTED by the Town Council of the Town of Narragansett as follows:

*Section 1. Approval of Documents.* The Town Council of the Lessee hereby approves the form, terms and provisions of the Transaction Documents in substantially the forms presented to this meeting and authorizes and directs James M. Manni, the Town Manager, of the Town of Narragansett and such other persons as he may delegate including , Karen M. Hagan, Director of Finance & Administration and Purchasing Agent for the Narragansett School System(the "*Designated Officers*"), and each of them individually, for and in the name of and on behalf of the Lessee, to execute, attested, seal, and deliver the Transaction Documents, and any related Certificate, Exhibits, or other documents attached thereto substantially in such forms as presented herewith, together with such changes, modification, negotiations, insertions, revisions, corrections, or amendments as shall be

approved by the officer executing them. The execution of the foregoing by a Designated Officer shall constitute conclusive evidence of such officer's and the Town Council's approval of any such changes, insertions, revisions, corrections, negotiations, or amendments to the respective forms of agreements presented to this meeting.

*Section 2. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Transaction Documents to carry out, give effect to, and consummate the transactions contemplated thereby (including the execution and delivery of Certificates of Acceptance and Disbursement/Payment Requests, Notice and Acknowledgements of Assignments, and any tax certificate and agreement, each with respect to and as contemplated in the Agreement and/or Escrow Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Transaction Documents. The Designated Officers and all other officers and employees of the Lessee are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Equipment. All actions heretofore taken by officers, employees, and agents of the Lessee that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

*Section 3. No General Liability.* Nothing contained in this Resolution, the Transaction Documents, nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Transaction Documents, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, payable from the general and current revenues of the Lessee/except to the extent that the rental payments payable under the Transaction Documents are special limited obligations of the Lessee as provided therein.

*Section 4. Appointment of Authorized Lessee Representatives.* The Designated Officers are each hereby designated to act as authorized representatives of the Lessee for purposes of the Transaction Documents until such time as the Town Council of the Lessee shall designate any other or different authorized representative for purposes of the Transaction Documents.

*Section 5. Severability.* If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

*Section 6. Repealer.* All resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This Resolution shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

*Section 7. Qualified Tax Exempt Obligations.* The Lessee, and its Town Council, designate its obligations under the Lease Agreements as "qualified tax exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

*Section 8. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

The foregoing Resolution was duly passed and adopted at a meeting of the Town Council (the "Governing Body") of Town of Narragansett, held on August 15, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Presiding Officer

ATTEST:

By: \_\_\_\_\_  
Anne M. Irons, CMC, Town Clerk

Examined By:

\_\_\_\_\_  
Town Solicitor

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 13**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** August 10, 2016  
**Council Meeting Date:** August 15, 2016

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**TO:** Honorable Town Council  
**FROM:** Dawson Hodgson, Town Solicitor  
**SUBJECT:** Request from OC Realty, LLC to modify the terms of an easement granted to 360 South Pier Rd in May 2015

**RECOMMENDATION:**

That the Town Council hears a request from OC Realty, LLC to modify the terms of an easement granted to 360 South Pier Rd in May 2015.

**SUMMARY:**

In May 2015 the Town Council granted an easement across Town land from Point Judith Road to 360 South Pier Rd., the former Ocean Club roller rink. Among the considerations for the agreement is a restriction that that the property may only be developed for permitted uses.

OC Realty LLC, signatory to the easement, now desires to repurpose the rink building by developing it into a 5 unit retail building on the site. Because such a use is not authorized *per se* in this zone as the project requires a special use permit, OC Realty desires to modify this restriction and ratify the project.

In addition to the foregoing request, the Town has received a letter from Narragansett Commons, LLC asserting that it is a contractual party to the proposed development and requesting to be relieved of several material conditions of the agreement. These include reducing the scope and duration of the grantee's obligation to maintain the roadway and traffic devices and specifically any snow plowing on the easement. It should be noted these conditions represent consideration to the Town for the Easement, which was granted without monetary compensation.

OC Realty, LLC acknowledges an agreement exists with Narragansett Commons, LLC regarding the property, but does not join in their request.

**ATTACHMENTS:**

1. Correspondence 7-13-16 from Attorney John Kenyon on behalf of OC Realty LLC. Draft of proposed agreement incorporating changes submitted by OC Realty, LLC.
2. Email-Letter from Narragansett Commons, LLC
3. Correspondence 8-10-16 from Attorney John Kenyon

Kenyon Law Associates, LLP  
Attorneys at Law  
133 Old Tower Hill Road Suite 1  
Wakefield, RI 02879

Archibald B. Kenyon, Jr.  
Stephen B. Kenyon  
John F. Kenyon  
Kara J. Scott

Phone (401) 789-0217  
Fax (401) 789-3584

August 10, 2016

Dawson Tucker Hodgson Esq.  
Town of Narragansett  
25 Fifth Avenue  
Narragansett, RI 02882

*Sent via regular mailing and via email to: [DHodgson@Narragansett.RI.gov](mailto:DHodgson@Narragansett.RI.gov)*

RE: 360 South Pier Road

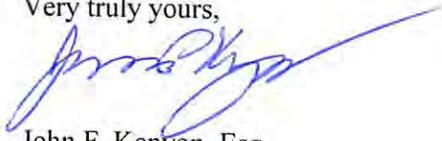
Dear Dawson:

I am writing to you on behalf of my client, OC Realty, LLC, regarding their request to the Town Council to amend the previously-approved Easement and Maintenance Agreement. The purpose of the request is to allow a shopping center which includes uses that are permitted in the BB Zoning District. The only change would be to allow five permitted uses rather than just one. My client is under contract to purchase the property from the owner. My client has entered into an agreement with Narragansett Commons, LLC to sell the properties subject to a number of conditions, including the purchase from the present owner.

It is my understanding that Narragansett Commons, LLC has contacted town officials regarding proposed changes to the Easement and Maintenance Agreement above and beyond what my client has requested. We want to make it clear that we have not requested those additional changes. We intend on going forward with just our request to amend the Easement and Maintenance Agreement to allow a shopping center.

I am hopeful that this will resolve any confusion on that matter. Please contact me with any questions.

Very truly yours,



John F. Kenyon, Esq.  
JFK/pas

Kenyon Law Associates, LLP

Attorneys at Law  
133 Old Tower Hill Road Suite 1  
Wakefield, RI 02879

'16 JUL 15 AM 11:48

Archibald B. Kenyon, Jr.  
Stephen B. Kenyon  
John F. Kenyon  
Kara J. Scott

Phone (401) 789-0217  
Fax (401) 789-3584

July 13, 2016

Matthew M. Mannix, President  
Narragansett Town Council  
25 Fifth Ave.  
Narragansett, RI 02882

To the Honorable Town Council:

I am writing to you on behalf of my client, O.C. Realty, LLC, regarding their property located at 360 South Pier Road, designated as Lots 284A and 284B on Tax Assessor's Plat P. At your April 20, 2015 meeting, this Council approved my client's request for an easement over a portion of the town property located on Point Judith Road, designated as Lot 329 on Tax Assessor's Plat P. At the time of approval, a proposed Easement and Maintenance Agreement was submitted and approved. The Easement and Maintenance Agreement included language that restricted the use of the easement and Grantee's property "to those uses which are legally permitted in the 'BB' Zoning designation where the grantee's property and easement area are located. Accordingly, uses not permitted within the "BB" zoning designation shall be prohibited from the grantee's property and easement area, and Grantee, his heirs and assigns agree to forbear from seeking zoning relief to the contrary."

Since receiving approval for the easement, my client and his engineers have been working with the RI Department of Transportation on designing the road and intersection. My client has also been searching for suitable tenants for the property.

My client is in negotiations with a potential user of the property that intends on maintaining the existing structure with considerable exterior upgrades. They are proposing to divide the building up into five (5) separate units for potential retail users. All the proposed uses are permitted in a BB Zoning District. However, as there would be more than one (1) business on the property, it would be considered a shopping center. A shopping center requires a Special Use Permit in a BB Zoning District.

## EASEMENT AND MAINTENANCE AGREEMENT

**THIS EASEMENT AND MAINTENANCE AGREEMENT** (this "Easement Agreement") is made this \_\_\_\_\_ day of July, 2016 by and between **O.C. REALTY, LLC**, a Rhode Island limited liability company, with a mailing address of 133 Old Tower Hill Road, Suite 1, Wakefield, RI 02879 (the "Grantee"), and the **TOWN OF NARRAGANSETT**, a municipal corporation duly organized by the General Assembly in accordance with the laws of the State of Rhode Island (hereinafter, the "Town" and/or "Grantor" interchangeably):

### WITNESSETH

**WHEREAS**, the Grantor is the owner in fee simple of that real property located on Point Judith Road (RI-RT108), Narragansett, Rhode Island and laid out and designated as Assessor's Plat P, Lot 329 and more particularly described on Exhibit A attached hereto and incorporated herein (the "Grantor's Property");

**WHEREAS**, the Grantee is the owner in fee simple of that real property located at 360 South Pier Road, laid out and designated as Assessor's Plat P, Lots 284A and 284B (hereinafter, the "Grantee's Property").

**WHEREAS**, the Grantee's Property is accessed by an existing platted road or, Right-of-Way running from South Pier Road to the Grantee's Property. The Right-of-Way servicing the Grantee's Property is designated on that Plat entitled "Part of Kenyon Farm in the Town of Narragansett, RI showing land owned by James C. Caswell and William L. Whaley Scale 1" = 100 Jany, 7<sup>th</sup>, 1915 T.G. Hazard, Jr. Surveyor", a copy of which is attached hereto as Exhibit B (hereinafter, the "Right-of-Way").

**WHEREAS**, the Right-of-Way specifically services, among other properties, Grantee's Property and the Grantor's Property.

**WHEREAS**, Grantor's Property was acquired in 1964 and contains both a water pumping station, anchorline injection station and various water fixtures (i.e. underground vaults, valves, piping and hydrants. In addition, the water service for the Grantee's property crosses the Grantor's property in the area of the proposed easement. Grantor's Property was enlarged by 2,691 sq. ft. in 1987 when the owners of the abutting lot to the north, Lot 287, deeded to the Town a portion of their lot. One purpose of the conveyance was to accommodate potential future connection between the private road and Point Judith Road in alignment with the location of the existing signalized ingress/egress to the area currently noted as the Salt Pond Shopping Center across Point Judith Road.

**WHEREAS**, Grantee has requested, and Town has agreed, subject to Grantee's compliance with the terms and conditions contained herein, to convey to Grantee a perpetual easement burdening a portion of Grantor's Property for the purpose of providing access to and from Point Judith Road (RI-RT 108) to the Right-of-Way, as more particularly described on Exhibit A, attached hereto (the "Easement");

**WHEREAS**, the Town's comprehensive plan indicates that some type of connector road in this area was anticipated. Specifically, Chapter 9 of the Comprehensive Plan entitled "transportation/circulation" provides, as follows:

"This element has identified the intersection of Woodruff Avenue, South Pier Road and Point Judith Road as a location with one of the highest number of automobile accidents in the Town. This area also has a concentration of commercial activities which are large traffic generators. In order to provide a solution to the traffic problems in this area, studies have been conducted examining both land use management strategies and traffic engineering design alternates. The Town should make efforts to implement the improvements that had been proposed"

**WHEREAS**, the Grantor's Property is located between the Right-of-Way, which leads to South Pier Road and Point Judith Road, providing for a connector roadway which will service and benefit both roadways.

**WHEREAS**, The Grantee is requesting that the Town grant an easement over a portion of the Grantor's Property as shown on the attached Exhibit A, which delineates the Easement and provides a metes and bounds description of the easement area.

**WHEREAS**, The Narragansett Zoning Ordinance in Section 7.18 (g) permits the Town Council to grant approval for a sign plaza on property for the use by businesses, pursuant to said ordinance, the Grantee requests an easement to erect a sign on the Town's property to be utilized for the purpose of directing motor vehicles to those businesses utilizing the connector road and informing the same of its existence and affect of this Easement.

**WHEREAS**, the Easement shall be utilized by the Grantee in conformance with this grant and the Grantee shall indemnify and hold harmless the Town as set forth herein and maintain said Easement pursuant to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto and with the intent to be bound legally thereby, it is hereby agreed by the parties hereto as follows:

1. **Grant of Easement**. The Grantor does, subject to Grantee's compliance with the terms and conditions set forth herein, hereby grant to Grantee a perpetual easement on, through, across and underneath a portion of Grantor's Property for the benefit of the Grantee and for the purpose of providing and granting access to and from Point Judith Road (RI-RT 108) from the Grantee's Property and the described Right-of-Way for all means of transportation; the location of which easement is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Easement Area"). Prior to the recording of the Easement, Grantee, at its sole cost and

expense, shall have a Class 1 survey prepared of the Grantor's property and the proposed area of the Easement.

2. **Scope of Easement.** (a) The Easement hereby granted by the Grantor shall provide the Grantee, access to and from the Grantee's Property and the Right-of-Way to Point Judith Road (RI-RT 108). The Easement may, subject to further approval by the Town, and after review and approval of Grantee's proposed construction plans include a temporary construction easement, allowing ingress and egress to and from Grantor's Property as reasonably necessary for the installation, maintenance, repair and removal of any equipment or the like provided that none of Grantee's activities on Grantor's Property shall interfere with the Grantor's enjoyment of its property.

(b) Grantor shall have the right to use the Easement Area for purposes not inconsistent with Grantee's full enjoyment of the Easement rights hereby granted, including the right to use the Easement Area for landscaping, access and egress. Any roadway or access constructed upon the Easement shall remain open to public use, without restriction, in perpetuity.

(c) Subject to Grantee's satisfactory compliance with all of the terms and conditions set forth herein, this Easement and Easement Area is perpetual and shall run with the land of Grantor's Property and Grantee's Property, and shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective successors-in-interest and assigns in interest.

3. **Uses of Grantee's Property and Easement Area.** The Grantor and Grantee agree and acknowledge that the Grantee's Property and Easement Area is located within the zoning designation of "BB", accordingly, uses not permitted within the "BB Zoning designation shall be prohibited from the Easement Area, provided, however, that the Grantee may seek from the Town Zoning Board of Review a Special Use Permit, and/or dimensional variance for any permitted use, specifically, a shopping center.

4. **Construction on Easement Area and Right-of-Way.** Prior to commencing any type of construction on the Easement Area and Right-of-Way, Grantee shall submit to the Town for its review and approval construction plans and any other information related to the construction requested by the Town. The construction plans for any curb cuts onto the abutting property presently occupied by Dunkin Donuts and any potential left-turn lane shall be designed by a traffic engineer and shall be approved by the Town Engineer. Grantee shall be responsible for completing at its sole cost and expense and to the sole satisfaction of the Town, all of the construction shown on the approved construction plans. Prior to commencing construction, Grantee shall be required to post with the Town adequate surety to guarantee the completion of the construction, which surety shall be released by the Town, upon the completion of the construction pursuant to the Town's rules and regulations and in accordance with the approved plans.

5. **Right-of-Way to remain Public Right-of-Way.** The Easement is granted upon the express condition that the Right-of-Way providing access to South Pier Road shall remain permanently open to the public for vehicular travel.

6. **Maintenance of Easement Area and Right-of-Way.** Grantee, at Grantee's sole cost and expense, and to the satisfaction of the Town, shall be responsible for the maintenance of the Easement Area and Right-of-Way, necessary for the effectiveness of the exercise of its rights under this Easement Agreement. Grantee, at Grantee's sole cost, shall be responsible for the maintenance, replacement and repair of any equipment installed by Grantee located on Grantor's Property, to effectuate access to and from Point Judith Road. Grantee shall also, at its sole cost and expense, be responsible for the maintenance of the traffic light regulating traffic flow from the Easement Area onto Point Judith Road. Grantee shall promptly repair at its sole cost and expense damage to Grantor's Property and shall restore the Grantor's Property to its prior condition. Notwithstanding the foregoing, any damage or disturbance to the Easement Area arising from the neglect or misuse of Grantee or from the installation, connection, maintenance, and repair shall be promptly repaired by Grantee at its sole cost and expense.

7.. **Landscape of Grantor's Property.** The Grantor permits and grants the Grantee the right to landscape, as deemed appropriate and acceptable by the Town, the Grantor's Property. The landscaping shall consist of flowers, trees and other plants as to be designed by Grantee. Prior to the installation of any landscaping, Grantee shall submit to the Narragansett Planning Board, for its approval a landscaping plan prepared by a Landscape Architect, licensed by the State of Rhode Island. The Grantee agrees and covenants to maintain, repair and replace the landscaping as necessary and required by Grantor at Grantee's sole cost and expense. In the event that any of the landscaping installed by Grantee later impacts a future use of Grantor's property, then Grantee shall be required to either remove or modify the landscaping as directed by Grantor.

8. **Indemnity.** The Grantee covenants and agrees to indemnify and save harmless the Grantor from and against all claims of whatever nature arising from any act, omission, or negligence of such Grantee or such Grantee's permittees, or their contractors, licensees, affiliates, nominees, assigns, agents, servants or employees, or arising from any accident, injury or property damage whatsoever relating to bodily injury (including, but not limited to death of any person) or damage occurring on or about the Easement Area, or arising from any accident, injury (including, but not limited to death of any person) or damage occurring from Easement Area, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of such Grantee or such Grantee's permittees, or their contractors, licensees, affiliates, nominees, assigns, agents, servants, invitees or employees. This indemnity and hold harmless covenant shall include an indemnity against all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon, and the defense thereof. Grantee agrees that Grantor shall not be responsible or liable to such Grantee, or to those claiming by, through or under such Grantee, for any loss or damage

that may be occasioned by or through the acts, omissions or negligence of persons or entities occupying, visiting, or otherwise using the Grantee's Property (including, but not limited to, Grantee's permittees).

**9. Insurance.** Grantee shall carry Comprehensive General Liability Insurance with broad form of General Liability Endorsement attached, providing for a limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of one (1) person, and subject to that a limit for each person, a total limit of not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident; and subject to a limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the policy period. Grantor shall be named as an additional insured on these insurance policies.

**10. Sign Plaza Permit.** In conjunction with this Easement, the Town pursuant to its ordinance § 7.18(g) may grant a permit permitting the erection of a sign to be located on the Grantor's Property visible from Point Judith Road ("Sign Plaza"). The proposed location of the Sign Plaza is more particularly set forth on Exhibit C, attached hereto and incorporated herein. The purpose of the Sign Plaza is to construct a sign which would indicate to motorists the location of the Easement and the businesses utilizing said Easement. Prior to constructing or in any way modifying the Sign Plaza after it is constructed, Grantee shall submit to the Narragansett Planning Board, for its review and approval, plans for the location, design and construction. Grantor reserves the right, in its sole discretion, to deny the construction of the Sign Plaza, if Grantor determines that it cannot be accomplished without impacting Grantor's underground master meter vault.

**11. Maintenance of Sign Plaza.** The Grantee, at its sole cost and expense shall be responsible to erect, maintain, repair and replace the Sign Plaza as necessary and appropriate or as may be required by the Town. The Grantee acknowledges that the sign shall comport with existing Town Ordinances and regulations.

**12. Remedies and Enforcement.**

A. In the event of a breach or threatened breach by Grantee of the provisions hereof, Grantor shall be entitled to full and adequate relief by injunction and other available legal and equitable remedies.

B. In addition to all other remedies available at law or in equity, upon the failure of Grantee to cure a breach of this Easement Agreement within thirty (30) days following written notice thereof, Grantor shall have the right to perform such obligations contained in this Easement Agreement on behalf of the Grantee and be

reimbursed by the Grantee upon demand for the costs thereof. Notwithstanding the foregoing, in the event of an emergency the Grantor may immediately cure a default and be reimbursed by the Grantee upon demand for all costs thereof. Any amounts due to Grantor from Grantee under the terms of this Easement Agreement shall be a lien upon Grantee's property.

C. In any legal or equitable proceeding to determine the rights of the Parties to enforce or restrain the breach of this Easement Agreement, the unsuccessful Party shall pay the reasonable attorneys' fees and costs of the prevailing Party. The remedies set forth herein shall be cumulative and in addition to all of the remedies permitted at law or in equity.

D. In order to ensure compliance by Grantee of the terms and conditions set forth herein, Grantor shall require Grantee to post surety in the amount of One Hundred Thousand (\$100,000) Dollars in favor of Grantor upon the issuance of a Certificate of Occupancy. This surety shall be in addition to and not a waiver of any rights and privileges available to the Town at Law in in Equity.

13. **Governing Law.** This instrument shall be governed and construed under the laws of the State of Rhode Island.

14. **Headings.** Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Easement Agreement or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

15.. **Binding Effect, Appurtenant Easements and Covenants.** The terms of this Easement Agreement and all covenants and easements granted by this Easement Agreement shall constitute covenants and easements running with, and appurtenant to, the land affected thereby. All terms, covenants and easements shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns to the extent they have an interest in the benefited or burdened land.

16.. **Amendment.** This Easement Agreement may only be amended by a recorded document executed by the Parties to this Easement Agreement or their successors of record.

17. **Waiver.** No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this Easement Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

18. **Severability.** If any term or provisions of this Easement Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement Agreement shall not be affected thereby, and each such

remaining terms and provisions shall be valid and enforced to the extent permitted by law.

**IN WITNESS WHEREOF**, the undersigned have executed this Easement Agreement as of the date first hereinabove written.

**Grantor:**

**TOWN OF NARRAGANSETT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Grantee:**

**O.C. REALTY INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF RHODE ISLAND  
COUNTY OF WASHINGTON**

In Narragansett, in said County on the \_\_\_\_ day of April, 2015, before me, personally appeared to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

\_\_\_\_\_  
Notary Public:  
My Commission Expires: \_\_\_\_\_

**STATE OF RHODE ISLAND  
COUNTY OF WASHINGTON**

In Narragansett, in said County on the \_\_\_\_ day of April, 2015, before me, personally appeared to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

\_\_\_\_\_  
Notary Public:  
My Commission Expires: \_\_\_\_\_

My client filed a request for a Special Use Permit with the Zoning Board. The Town Solicitor has indicated that my client would need permission from the Town Council to amend the terms of the approved Easement and Maintenance Agreement as a Special Use Permit would be necessary. We maintain that an amendment is unnecessary as the proposed uses would all be permitted in the BB Zoning District as required under the approved Easement and Maintenance Agreement. However, in order to save time, and out of an abundance of caution, we are requesting that the approval of April 20, 2015 be amended to include the Easement and Maintenance Agreement which is attached hereto, containing new language regarding the proposed use of the property.

Please schedule this matter for your next meeting. Please contact me if any additional information is required.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John F. Kenyon".

John F. Kenyon  
JFK/pas

Encl.

From: **Dawson T. Hodgson** [dhodgson@narragansettri.gov](mailto:dhodgson@narragansettri.gov)  
Subject: Fwd: 360 South Pier Road  
Date: July 27, 2016 at 9:30 AM  
To: Towncouncil [towncouncil@narragansettri.gov](mailto:towncouncil@narragansettri.gov)  
Cc: Jeff Ceasrine [jceasrine@narragansettri.gov](mailto:jceasrine@narragansettri.gov), Michael Deluca [mdeluca@narragansettri.gov](mailto:mdeluca@narragansettri.gov)

Good morning Town Council:

I received the attached letter today relating to the access easement serving the former roller rink property at 360 S. Pier Rd. that you approved last year.

There has been significant convolution of the parties in this transaction and their dealings with each other and the Town.

The attached letter from Narragansett Commons LLC, the entity which appears to be the final developer of the property, seeks material changes to the agreement, specifically that it be relieved of the cost of maintaining or insuring the easement and it converted into a public road.

I am happy to meet with the various parties, however only the Council can agree to the change in terms.

Also, as I am sure you are aware, the owners of the abutting business Adventureland have addressed their concerns to Town staff regarding the development of the subject property. I expect they will wish to participate and be heard if you bring the matter before the Council.

Regards,

Dawson Hodgson, Esq.

Narragansett Town Solicitor  
25 Fifth Avenue  
Narragansett, RI 02882  
(401) 569-1124 (mobile)  
(401) 244-7124 (fax)

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[Begin forwarded message:](#)

**From:** "Cory J. Bilodeau" <[cbilodeau@mclaughlinquinn.com](mailto:cbilodeau@mclaughlinquinn.com)>  
**Subject:** **360 South Pier Road**  
**Date:** July 27, 2016 at 8:38:17 AM EDT  
**To:** "Dawson T. Hodgson" <[dhodgson@narragansettri.gov](mailto:dhodgson@narragansettri.gov)>

Dawson –

Attached is a copy of a letter I sent to John Kenyon.

Cory

**Cory J. Bilodeau, Esq.**

**Partner**

McLaughlin & Quinn, LLC  
148 West River Street – Suite 1E  
Providence, Rhode Island 02904

One Boston Place, Suite 2600  
Boston, Massachusetts 02108

Direct Dial: 401-655-2203  
Office Phone: 401-421-5115 x233  
Facsimile: 401-421-5111



July 27, 2016

**Via Email Only To:** [jfk@kenyonlawyers.com](mailto:jfk@kenyonlawyers.com)  
Kenyon Law Associates, LLP  
John Kenyon, Esq.  
133 Old Tower Hill Road, Suite 1  
Wakefield, RI 02879

**RE: 360 South Pier Road (the "Property")**

Dear Attorney Kenyon:

As you may know, we represent Narragansett Commons, LLC ("Commons"), which is a party to an agreement with Anthony DelVicario and 360 South Pier Realty Holdings, LLC to purchase real property located at 360 South Pier Road, Narragansett, Rhode Island (the "Agreement"). I am in receipt of your letter dated July 13, 2016 to Matthew M. Mannix, President of the Narragansett Town Council, whereby you request a change to the Easement and Maintenance Agreement (the "E&M Agreement") pertaining to the use of the Property. Under the E&M Agreement, the Grantee is required, among other things, to maintain the Right-of-Way and the Easement Area (defined in the E&M Agreement), which includes a public roadway.

As part of our due diligence rights under the Agreement, we have analyzed the E&M Agreement and would like the following material changes to be requested at the same Town Council meeting as your requested change in the use of the Property.

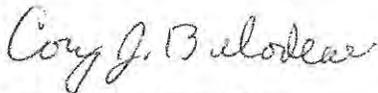
1. Commons will maintain the Right-of-Way and the Easement Area for a period of five (5) years from the date of its final construction. Maintenance does not include snowplowing and/or sanding, which shall be the responsibility of the Town. After five (5) years has elapsed, all maintenance of the Right-of-Way and the Easement Area shall revert to the Town and shall become a public road.
2. The provision requiring the Grantee to maintain and repair the traffic signal regulating traffic to and from the Easement Area and Point Judith Road should be removed as this is a state road under which the state will handle these responsibilities.
3. The requirement that the Grantee seek approval for landscaping on Grantee's Property (defined in the E&M Agreement) should be removed. Commons will maintain all landscaping on the Easement Area and will submit a landscaping plan to the Narragansett Planning Board for approval.

4. The requirement that Grantee carry Comprehensive General Liability Insurance should be removed as a private individual cannot procure this type of insurance on a public roadway. Commons will carry Comprehensive General Liability Insurance on the Property, but not on the Right-of-Way and the Easement Area.
5. The requirement that Grantee obtain an insurance bond in the amount of \$100,000.00 should be removed as this type of insurance cannot be obtained for this type of project.

A meeting among us, the Town Manager, Dawson Hodgson, and Mike Deluca may be helpful to finalize the terms and conditions of E&M Agreement before this matter is heard before the Town Council.

Please contact me with any questions.

Regards,



Cory J. Bilodeau, Esq.  
Partner

*Direct:* 401--655-2203  
*Facsimile:* 401-421-5141  
*Email:* [cbilodeau@mclaughlinquinn.com](mailto:cbilodeau@mclaughlinquinn.com)

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 14**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** July 26, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Michael DiCicco, Director of Public Works  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Purchase of Monroe Snow Plow

**RECOMMENDATION:**

That the Town Council approves the purchase of one 11' Monroe ½ Express Snow Plow from Donovan Equipment Co., Inc., utilizing the National Joint Powers Alliance (NJPA) contract, in the amount of \$10,990.00.

**SUMMARY:**

This plow would be replacing a 2005 Root Plow that is currently on Highway Truck 8. The Root Plow has been in service since 2005 and served its purpose well, but due to the constant wear and tear that a snow plow endures, it is in need of replacement. It is very hard to get replacement parts for this plow as they are not used much in the Northeast anymore and vendors are scarce. The current plow uses a full trip blade system which puts a lot of stress on the plow and the truck. The new plow system has a torsion trip edge which is more forgiving to the plow and the truck. Truck 8 is 2005 Sterling 8500, and is not scheduled for replacement until 2019/2020 budget. At that time, this new plow would transfer to the new truck. We are currently transitioning our plow inventory for large trucks to the Monroe system.

The Town will be purchasing this plow pursuant to the National Joint Powers Alliance cooperative procurement contract #080114-MTE to take advantage of the purchasing power available with a national procurement contract. The plow will be purchased and delivered from Donovan Equipment Co., Inc. at the contract price of \$10,990.

Funding is available in the Public Works, Highway Division, Capital Projects Account #00200730 57071, Equipment Replacement.

**ATTACHMENTS:**

1. Quote from Donovan Equipment Co., Inc., dated 7/15/16.

ORDER ENTRY # \_\_\_\_\_



**QUOTATION**

6 ENTERPRISE DRIVE  
LONDONDERRY, NH 03053  
PHONE: 603-669-2250  
FAX: 603-669-0501

PO # \_\_\_\_\_

**QUOTE / ORDER #**DD0714-4

DATE: 7/15/16

**CUSTOMER: T/O NARRAGANSETT, RI**  
CONTACT: MIKE/ STEVE  
ADDRESS: 260 WESTMORELAND ST.  
NARRAGANSETT, RI 02882  
PHONE: 401-782-0691  
EMAIL: mdicicco@narragansettri.gov

*Thank you for your inquiry. We are pleased to offer the following proposal:*

11' "MONROE" ½ EXPRESSWAY POWER REVERSE SNOW PLOW  
MODEL # MPR42-42-60-11-ISTT  
TORTION TRIP **NJPA SKU # 0043639**  
RIGHT CURB GUARD **000396211**  
PARKING JACK **000612121**  
12" RUBBER DEFLECTOR **RSD**  
36" MARKERS **05051432**  
30.5" SWIVEL BAR **000608221**  
F.O.B. LONDONDERRY N.H.

**TOTAL PRICE**----- \$ **10,590.00**

DELIVERY OPTION----- \$ **400.00**

I HAVE READ AND APPROVED THE ABOVE QUOTATION AND  
HEREBY AUTHORIZE YOU TO COMPLETE THE WORK.

**CUSTOMER SIGNATURE:** \_\_\_\_\_

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

QUOTATION IS VOID AFTER 45 DAYS.

QUOTED BY: DONN DIONNE

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 15**

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

**Date Prepared:** August 10, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Change Order for Purchase of a Server Replacement

**RECOMMENDATION:**

That the Town Council approves the Change Order Request for the purchase of one (1) replacement PowerEdge R730xd Server from Zones, Inc. in the amount of \$11,791.91, utilizing the National Joint Powers Alliance (NJPA) contract.

**SUMMARY:**

On August 1, 2016 Town Council approved the purchase of server replacement from Dell Marketing, LP in the amount of \$12,219.48, utilizing the State of Rhode Island Master Price Agreement. Since that time, the Purchasing Manager has found a national contract that the Town may utilize with more aggressive pricing. The purchase is still for a Dell PowerEdge R730xd server but due to the national contract (NJPA) with Zones, Inc., the Town can realize a savings of \$427.57 by purchasing it through them.

The Town will be purchasing this server pursuant to the National Joint Powers Alliance cooperative procurement contract with Zones, Inc. to take advantage of the purchasing power available with a national procurement contract.

Funding is available in the Information Resources Capitol Projects Account #00200130 57070, Server Replacement Program.

**ATTACHMENTS:**

1. Quotation from Zones, Inc., dated 8/8/2016.

# ZONES™

Connecting Business & Technology

8/8/2016

**Bill To:**  
**TOWN OF NARRAGANSETT**  
 25 Fifth Avenue  
 Narragansett, RI 02882  
 Phone : (401) 789-1044

**Ship To:**  
**SUSAN GALLAGHER**  
**TOWN OF NARRAGANSETT**  
**25 FIFTH AVENUE**  
*Narr* **EXETER, RI 02822-3699**  
**USA**  
*02882*

**Account # 0071064000**  
**Quote : K0416978**  
**PO# :**

Software prices subject to change  
 Hardware quotes are valid for 7 business days  
 Memory Prices are valid for 24 hours only, call for verification

**REMIT PAYMENT TO:**  
**ZONES INC**  
**P.O. BOX 34740**  
**SEATTLE WA 98124-1740**

**PLEASE SEND PURCHASE**  
**ORDERS DIRECTLY TO YOUR**  
**ZONES ACCOUNT EXECUTIVE**  
**VIA FAX OR EMAIL**

**Michael Nirenberg**  
**Account Executive**  
**Phone:(253) 205-3530**  
**Fax:(253) 205-2530**

Email:Michael.Nirenberg@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
0 00162805 SPO N	1	ZONES INC (ITD)	PowerEdge R730xd Server	0 00162805 SPO	11791.91	11791.91

ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

**Sub-Total: \$11791.91**  
 Estimated Sales Tax: \$0.00  
 FedEx Ground: \$0.00  
**Grand Total: \$11791.91**

Visit us on the web: <http://www.zones.com>

24 Mo. \$1 Out lease for 551.98 per month  
 36 Mo. \$1 Out lease for 383.35 per month  
 Please Note: Lease Amounts Exclude Tax

**Zones, Inc**  
 1102 15th St. SW Suite 102  
 Auburn, WA 98001  
 Phone: (800) 419-9663



**CERTIFIED**  
 as an NMBBC  
**MINORITY BUSINESS**  
**ENTERPRISE**  
 by the NMSDC

**Shipping Terms:** For all shipments, Zones will arrange for shipping to the customer's destination; however, such costs are the responsibility of the customer. For shipments made during the seven calendar days preceding the end of each calendar quarter, title and risk of loss will pass to the customer upon delivery by Zones to the carrier. For all orders shipped within this seven day period, Zones will obtain third-party insurance at its own expense and will assist the customer in filing any claims with the insurance company arising from loss or damage to the shipment during transit. Prices are quoted by volume, and are subject to change without notice. Products sold by Zones are third party products and are subject to the warranties and representations of the applicable manufacturers.  
**RETURNS:** No returns will be accepted without a Return Authorization (RA) Number, requested within 14 days from the invoice date. Software licensing and special-order products are non-returnable. Other products are subject to manufacturer return policies and restrictions. Additional Terms and Conditions apply and are available on our website.

**WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!**

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 16**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** August 2, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Michael DiCicco, Director of Public Works  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Regional Road Striping Program

**RECOMMENDATION:**

That the Town Council awards the bid for Road Striping Services to Safety Marking, Inc. at their quoted unit prices for the Fiscal Years of 2016/2017 and 2017/2018.

**SUMMARY:**

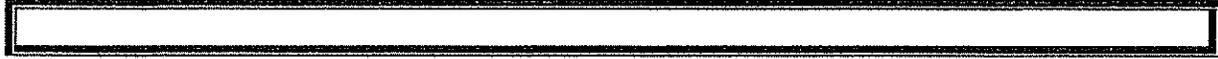
The Town of Narragansett participates in a regional road striping procurement contract with Charlestown, North Kingstown, South Kingstown and Westerly which is managed by the Town of South Kingstown. Participation in this regional procurement effort provides the opportunity for obtaining very competitive pricing for this essential service. The Narragansett Department of Public Works utilizes this contract each year to complete all of the roadway centerline and edge line painting.

South Kingstown solicited the bids and three vendors responded for the July 8, 2016 bid opening (see attached spreadsheet). Safety Marking, Inc. has been awarded the bid from the Town of South Kingstown at their July 25, 2016 meeting. Narragansett's share of the cost is approximately \$12,000.00 per application. The Town applies one to two applications per year.

Funding is available in the Highway Division Operating Account #0001730 50509, Roadway Maintenance and Repair.

**ATTACHMENTS:**

1. Bid award from South Kingstown, dated 7/26/16
2. Bid tabulation.



**TO: Jon Schock, Public Services Director**  
**FROM: Town Council**  
**SUBJECT: Bid award – Regional road striping program**  
**DATE: July 26, 2016**

At their meeting held on Monday, July 25, 2016 the Town Council of the Town of South Kingstown

UNANIMOUSLY VOTED: to authorize an award of bid to Safety Marking, Inc., 255 Hancock Avenue, Bridgeport, CT 06605 for a 2-year contract for municipal road striping and marking services at the unit prices bid, subject to funding availability, for FY2016-2017 and FY2017-2018; and as further described in a memorandum from the Public Services Director to the Town Manager dated July 18, 2016 and entitled "Bid Recommendation – Regional Road Striping Program."

Dale S. Holberton, CMC  
Town Clerk

DSH:smf

cc: Town Manager

ITEM NO.	DESCRIPTION	UNIT	QUAN.	Hi-Way Safety Systems 9 Rockview Way Rockland, MA 02370		Marking Inc 30 Riverside Dr Pembroke, MA 02359		Safety Marking Inc. 255 Hancock Ave Bridgeport, CT 06605		UNIT COST	ITEM COST
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST		
<u>Waterborne Paint</u>											
1.0	4" Single White	LF	183.034	\$ 0.0370	\$ 6,772.26	\$ 0.0365	\$ 6,680.74	\$ 0.0364	\$ 6,662.44		\$ -
2.0	4" Single Yellow	LF	2,200	\$ 0.0385	\$ 84.70	\$ 0.0365	\$ 80.30	\$ 0.0364	\$ 80.08		\$ -
3.0	4" Double Yellow	LF	638.045	\$ 0.0700	\$ 44,663.15	\$ 0.0730	\$ 46,577.29	\$ 0.0632	\$ 40,324.44		\$ -
4.0	12" Single White (Stop Lines & Crosswalk markings)	LF	0	\$ 0.4500	\$ -	\$ 0.3850	\$ -	\$ 0.4700	\$ -		\$ -
5.0	Bicycle Sharrow	EA	0	\$ 49.0000	\$ -	\$ 38.5000	\$ -	\$ 35.0000	\$ -		\$ -
6.0	Arrows	EA	0	\$ 28.0000	\$ -	\$ 19.9500	\$ -	\$ 28.0000	\$ -		\$ -
7.0	STOP AHEAD	EA	0	\$ 95.0000	\$ -	\$ 51.2500	\$ -	\$ 94.0000	\$ -		\$ -
8.0	CURVE AHEAD	EA	0	\$ 95.0000	\$ -	\$ 53.2500	\$ -	\$ 94.0000	\$ -		\$ -
9.0	BUMP	EA	0	\$ 45.0000	\$ -	\$ 28.5000	\$ -	\$ 45.0000	\$ -		\$ -
10.0	Yield	EA	0	\$ 45.0000	\$ -	\$ 36.1000	\$ -	\$ 45.0000	\$ -		\$ -
11.0	BIKE X-ING	EA	0	\$ 95.0000	\$ -	\$ 54.6500	\$ -	\$ 95.0000	\$ -		\$ -
12.0	Accessibility Parking (Handicap)	EA	0	\$ 25.0000	\$ -	\$ 43.0500	\$ -	\$ 20.0000	\$ -		\$ -
13.0	Yield Lines	LF	0	\$ 10.0000	\$ -	\$ 0.4900	\$ -	\$ 30.0000	\$ -		\$ -
TOTAL PROJECT COST					\$ 51,520.11	\$ 53,338.33	\$ 47,066.96		\$ -		\$ -
<u>ALTERNATIVE BID - Epoxy</u>											
1.0	4" Single White Epoxy	LF	49,000	\$ 0.2100	\$ 10,290.00	\$ 0.2500	\$ 12,250.00	\$ 0.2200	\$ 10,780.00		\$ -
2.0	4" Single Yellow Epoxy	LF	0	\$ 0.2300	\$ -	\$ 0.2500	\$ -	\$ 0.2200	\$ -		\$ -
3.0	4" Double Yellow Epoxy	LF	78,000	\$ 0.4100	\$ 31,980.00	\$ 0.5000	\$ 39,000.00	\$ 0.4280	\$ 33,384.00		\$ -
4.0	12" Single White Epoxy (Stop Lines & Crosswalk markings)	LF	0	\$ 2.2500	\$ -	\$ 1.9500	\$ -	\$ 2.0400	\$ -		\$ -
5.0	Bicycle Sharrow	EA	0	\$ 0.9800	\$ -	\$ 95.0000	\$ -	\$ 89.0000	\$ -		\$ -
6.0	Arrows	EA	0	\$ 0.6500	\$ -	\$ 145.0000	\$ -	\$ 54.0000	\$ -		\$ -
7.0	STOP AHEAD	EA	0	\$ 375.0000	\$ -	\$ 155.0000	\$ -	\$ 369.0000	\$ -		\$ -
8.0	CURVE AHEAD	EA	0	\$ 375.0000	\$ -	\$ 80.5000	\$ -	\$ 369.0000	\$ -		\$ -
9.0	BUMP	EA	0	\$ 195.0000	\$ -	\$ 60.7500	\$ -	\$ 159.0000	\$ -		\$ -
10.0	YIELD	EA	0	\$ 195.0000	\$ -	\$ 72.0000	\$ -	\$ 179.0000	\$ -		\$ -
11.0	BIKE X-ING	EA	0	\$ 295.0000	\$ -	\$ 150.0000	\$ -	\$ 232.0000	\$ -		\$ -
12.0	Accessibility Parking (Handicap)	EA	0	\$ 70.0000	\$ -	\$ 75.0000	\$ -	\$ 55.0000	\$ -		\$ -
13.0	Yield Lines	LF	0	\$ 65.0000	\$ -	\$ 0.4500	\$ -	\$ 0.3500	\$ -		\$ -
14.0	Remove 4" Pavement Markings	LF	0	\$ 0.4500	\$ -	\$ 0.3000	\$ -	\$ 0.3500	\$ -		\$ -
15.0	Remove 6" Pavement Markings	LF	0	\$ 0.6500	\$ -	\$ 0.4000	\$ -	\$ 0.5000	\$ -		\$ -
16.0	Remove 12" Pavement Markings	LF	0	\$ 1.2000	\$ -	\$ 0.9500	\$ -	\$ 1.0000	\$ -		\$ -
TOTAL PROJECT COST					\$ 42,270.00	\$ 51,250.00	\$ 44,164.00		\$ -		\$ -
<b>TOTAL COST</b>					<b>\$ 93,790.11</b>	<b>\$ 104,588.33</b>	<b>\$ 91,230.96</b>		<b>\$ -</b>		<b>\$ -</b>
Bid Bond (required)					X	X	X				

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 17**

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

**Date Prepared:** July 29, 2016

**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Sean Corrigan, Police Chief  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Annual Contract for PD's Computer (IMC) Software

**RECOMMENDATION:**

That the Town Council approves the annual contract for technical support for the Police Department's computer software system with Tritech Software Systems, in the amount of \$15,958.75.

**SUMMARY:**

This contract renewal includes the licensing fee, software support and updates for the main software utilized by the Police Department. The department began using this software in 2001. The majority of the police agencies in the State of Rhode Island also use Tritech Software Systems (formerly Information Management Corp or IMC) software package for their daily operations. The contract period is: October 1, 2016 – September 30, 2017. Tritech/IMC is the manufacturer of this software.

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 Police Administration Operating Account #0001511 50202, Contracted Services.

**ATTACHMENTS:**

1. Quotation/Listing from TriTech Software Systems
2. Invoice from TriTech Software Systems.



Perform Software Support Listing

<b>Narragansett Police Department</b>		
<b>License</b>	<b>Quantity (if per client)</b>	<b>Support Fee</b>
Hunter Camera Interface		\$ 90.00
DDF-Report Writer		\$ 180.00
Quest		\$ 180.00
Bar Coding		\$ 450.00
Detective		\$ 450.00
Mapping Google Based		\$ 450.00
Admin		\$ 540.00
Google Mobile Client	12	\$ 540.00
Cross Agency		\$ -
Voice Recognition		\$ 720.00
Imaging		\$ 900.00
Mobile Message Server		\$ 900.00
Pervasive	1 (20) User License	\$ 948.75
Fingerprint Interface		\$ 1,330.00
State Interface		\$ 1,440.00
Records		\$ 1,980.00
Mobile-Field Based Reporting Clients	12	\$ 2,160.00
Dispatch		\$ 2,700.00
<b>Total</b>		<b>\$ 15,958.75</b>

It is anticipated that the cross agency support will be paid in full by the RISP  
 If the RISP does not remit payment the client will be billed the support.



**TriTech's Perform Solutions**  
 313 Boston Post Rd., West, Suite 140  
 Marlborough, MA 01752-4612

<b>Invoice</b>	56762
<b>Date</b>	10/1/2016
<b>Page</b>	1

Contact:  
 Michele Maynard 978-215-2281  
 michele.maynard@tritech.com

**Bill To:**

Narraganset Police Department  
 Attn: Staci Croy  
 40 Caswell Street  
 Narragansett RI 02882

**Ship To:**

Narraganset Police Department  
 Attn: Staci Croy  
 40 Caswell Street  
 Narragansett RI 02882

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Sales Order	Master No.
		RI033			Due on Doc. Date		45,180
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	P-DM.IMC SOFTWARE SUPPO	Perform Software Support 24x7 Emergency software support for Dispatch, Records and Mobile. Standard software support for all other licenses referenced on the attached listing. Term: 10/1/16-9/30/17.	\$0.00	\$15,958.75	\$15,958.75

<b>Subtotal</b>	\$15,958.75
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Total</b>	\$15,958.75

By submitting payment for this invoice, the end user agrees to the Perform Software Support Agreement that can be downloaded from the TriTech Customer Service Center Portal by searching for "Perform Software Support Agreement".

Please mail payments to: TriTech Software Systems, PO Box 203223, Dallas, TX 75320-3223

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

CC: 18

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

Date Prepared: July 29, 2016  
Council Meeting Date: August 15, 2016

---

**TO:** James M. Manni, Town Manager  
**FROM:** Sean Corrigan, Police Chief  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Purchase of Police Cruisers & Accessories

**RECOMMENDATION:**

That the Town Council approves the purchase of three (3) new Ford Utility PI AWD police cruisers from MHQ Municipal Vehicles, in the amount of \$83,954.30 and the removal, transfer and installation of radios, sirens, lights and accessories to outfit the 3 vehicles from Patrol Data, in the amount of \$23,330.83 (for a grand total of \$107,285.13).

**SUMMARY:**

As indicated in the attached memo, these new Ford vehicles will replace three (3) older Ford Crown Victoria patrol cars that have reached the end of their use as police vehicles. These vehicles have reached a point where it is no longer viable to repair them.

The Town will be purchasing these vehicles under the Greater Boston Police Council (GBPC) contract that is administered and competitively bid by the Metropolitan Area Planning Council Cooperative (MAPCC). This competitive bid and award was executed by the MAPCC under the Massachusetts General Law. The Town joined the GBPC to take advantage of these competitive bids with large volume buying power.

All reusable equipment including two-way radios, light bars and sirens will be removed from old vehicles and then transferred and installed onto new vehicles by Patrol Data. In addition, some new parts will have to be purchased and installed such as wiring, speakers, brackets and LED lights.

Funding is available in the Police Administration Capital Projects Account #200190 57522, Vehicle Replacement.

**ATTACHMENTS:**

1. Letter to Town Council dated August 3, 2016
2. Two quotations from MHQ Municipal Vehicles dated July 5, 2016
3. Two estimates from Patrol Data. (Estimate #7262 is the total for one vehicle, however 2 vehicles need to be outfitted).

TOWN OF NARRAGANSETT  
Police Department • 40 Caswell Street • Narragansett, RI  
02882 • Chief Sean Corrigan  
Tel. (401) 789-1091 TDD (401) 782-0661 Fax (401) 783-6201

August 3, 2016

Honorable Town Council  
Town of Narragansett

President Mannix,

I am requesting to replace three vehicles with the current 2016-2017 Capital Improvement Budget.

- Car 10: 2011 Ford Crown Victoria 94,000 miles. Vehicle was recently checked by Tasca and determined to need a long block engine assembly with a cost of almost \$6000 dollars. Per advice of highway, this vehicle is not worth repairing.
- Car 27: 2011 Ford Crown Victoria 101,762 miles. This vehicle was taken out of the fleet last year but had to be recommissioned due to a need for detail vehicles. This vehicle is being used for details only. A used light bar and siren was placed on this vehicle for use after it was stripped down.
- Car 29: 2011 Ford Crown Victoria 106,625 miles. This vehicle was also taken out of the fleet last year and was also recommissioned due to a need for detail vehicles. This vehicle is also used for details only. A used light bar and siren were also placed on this vehicle after it was stripped down.

All three of these vehicles are the oldest and most costly to maintain. One vehicle is not operational and the other two are fairly unreliable for use because of their condition. Also, keep in mind that these are not highway miles. The mileages accrued on these vehicles are "city" miles, and that the engine idle hours are roughly three times more than the odometer reflects.

On a positive note, our fleet does earn money for the revenue side of the budget. Each cruiser that you see at a detail is billed to the contractors hiring us. This past fiscal year (starting July 1, 2015) we brought in \$166,896.25 in revenue to the general fund, which exceeds this year's cruiser expense by \$58,716.25. We are expecting another busy year for cruiser details, which will allow us to further offset next year's fleet purchase.

Sincerely,



Sean Corrigan  
Chief of Police



July 5, 2016

Narragansett Police Department  
40 Caswell Street  
Narragansett RI. 02882  
Attn: Lt. Kyle Rekas  
401-261-7301  
krekas@narragansettri.gov

Please find below a quote for **(1) 2017 Ford Utility PI AWD** per the MAPC/GBPC

**Contract** M.G.L. c.30B applies to the procurement of all commodities quoted. GBPC contract items have been collectively purchased pursuant to M.G.L. c 30B sec. 1c and M.G.L. c.7 sec. 22B. The governmental body is responsible to determine the applicability of M.G.L. c 30B to off contract items, including, but not limited to off contract items that have already been properly procured under M.G.L. c 30B sec. 1c and M.G.L. c. 7 sec. 22A (purchases from a vendor on a contract with the Commonwealth), other contracts procured under M.G.L. c 30B sec 1c and M.G.L. c.7 sec. 22B, or any M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

Item	Unit Cost	Qty.	Total
2017 Ford Utility PI AWD	\$ 26,550.00	1	\$ 26,550.00
Driver side spot light	\$ 208.55	1	208.55
Rear door handles Inopw/locks operable	\$ 33.95	1	33.95
Dark Car Feature	\$ 19.40	1	19.40
Heated side mirrors	\$ 58.20	1	58.20
Pre-Drilled Head Lamp Housings	\$ 121.25	1	121.25
Reverse Sensing	\$ 166.75	1	166.75
Rear View Camera	standard	1	standard
Center Caps	standard	1	standard
Fleet Key (MHQ)	\$ 195.00	1	195.00
Ghost Lettering	\$ 395.00	1	395.00

**Contract Total:**

**\$ 27,748.10**

Sincerely,

Paul M. Leon  
Fleet Account Manager  
Interceptor & Car Sales

Cell Number 508-314-8228 Email: pleon@mhq.com



July 5, 2016

Narragansett Police Department  
40 Caswell Street  
Narragansett RI. 02882  
Attn: Lt. Kyle Rekas  
401-261-7301  
[krekas@narragansettri.gov](mailto:krekas@narragansettri.gov)

Please find below a quote for **(2) 2016 Ford Utility PI AWD** per the MAPC/GBPC

**Contract** M.G.L. c.30B applies to the procurement of all commodities quoted. GBPC contract items have been collectively purchased pursuant to M.G.L. c. 30B sec. 1c and M.G.L. c.7 sec. 22B. The governmental body is responsible to determine the applicability of M.G.L. c. 30B to off contract items, including, but not limited to off contract items that have already been properly procured under M.G.L. c. 30B sec. 1c and M.G.L. c. 7 sec. 22A (purchases from a vendor on a contract with the Commonwealth), other contracts procured under M.G.L. c. 30B sec 1c and M.G.L. c.7 sec. 22B, or any M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

Item	Unit Cost	Qty.	Total
2016 Ford Utility PI AWD	\$ 26,550.00	2	\$ 53,100.00
Driver side spot light	\$ 208.55	2	417.10
Rear door handles Inopw/locks operable	\$ 33.95	2	67.90
Dark Car Feature	\$ 19.40	2	38.80
Heated side mirrors	\$ 58.20	2	116.40
Pre-Drilled Head Lamp Housings	\$ 121.25	2	242.50
Reverse Sensing	\$ 166.75	2	333.50
Rear View Camera	standard	2	standard
Center Caps	standard	2	standard
Fleet Key (MHQ)	\$ 195.00	2	390.00
Custom paint (4 doors and roof White)	\$ 750.00	2	1,500.00

Note Vehicles in stock and already painted

**Contract Total:** **\$ 56,206.20**

Sincerely,

Paul M. Leon  
Fleet Account Manager  
Interceptor & Car Sales

Cell Number 508-314-8228 Email: [pleon@mhq.com](mailto:pleon@mhq.com)

# PATROL DATA

60 Alhambra Road, Suite 6  
Warwick, RI. 02886

## Estimate

Date	Estimate #
5/2/2016	7262

401 942 0044	www.patroldata.com
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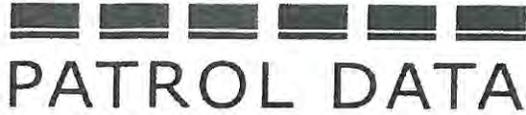
Name / Address
Narragansett Police Dept Caswell St Narr. RI 02882

Project

Item	Description	Qty	Rate	Total
Transfer Equipment	Transfer customer supplied equipment: Two Way Radio, Light bar and Siren	7	60.00	420.00
Installation Services	Installation & Service: Of Equipment Purchased	26	60.00	1,560.00
Installation Services	Installation & Service: Remove Light Bar, Siren and radio from old cruiser	3	50.00	150.00
PDSS101	Wiring,Breakers,Relay, power and grounds studs,shipping & new antenna lines,shipping	1	265.00	265.00
Lens Kit 101	Plastic Lens replacement kit for full sized lightbar	1	181.50	181.50
Mirror Beam ION	Mirror Housing Vehicle specific w/ ION Lighthouse	1	255.20	255.20
SPALF1	1 Pair Liberty LED Ally SPALF1	1	82.50	82.50
SXTLS1	1 Pair Liberty LED Take Down	1	82.50	82.50
D-20209	Cobra® 200 series Deck Lights BLUE/RED rear cargo windows	2	95.92	191.84
D-04009	Cobra L-Bracket	4	5.50	22.00
MPS600U	MicroPulse Ultra 6 Color-Blue Inside rear gate	2	95.04	190.08
D-50415D	Apollo 400 Dual Color rear LED Bar RED/Blue	1	196.90	196.90
Apollo F- L-Bracket	Apollo F6 L-Bracket	2	5.50	11.00
Ford Utility/Explo...	Rain Vent and Rain Shades	1	93.50	93.50
PB450L2	Lighted Push Bumpers 2 Forward Facing Whelen Blue LED Lights	1	526.90	526.90
S-2009	Triton 100W Siren Speaker W/Bracket	1	87.12	87.12
C-VS-1308-INUT	21" vehicle specific console for 2013-2014 Ford standard interior police Interceptor utility vehicle replaces Ford OEM tunnel plate without permanent modification.	1	276.84	276.84
C-CUP2-1	4" high plate with two cup holders internal mount	1	32.25	32.25
C-ARM-103	Armrest For Top Mount, Console, Large Pad	1	71.72	71.72
P1000UINT13A ...	Single Prisoner Compartment, Pro-Cell Prisoner Transport System 1/2 Partition	1	1,738.00	1,738.00
FLASHERS	Headlight (WigWag) Flasher	1	42.35	42.35
MR6FM	Six head LED lights for Ford headlights (Replaces hideaways) WHITE	2	78.10	156.20
TK0241ITU12	Setina Cargo Box	1	923.23	923.23
Kustom Signals 8...	Raptor RP-1 Dual K-Band Moving Radar	1	1,859.73	1,859.73
FHL-Tail	LED tail Light Flasher Ford Utility 2016	1	45.38	45.38

<b>Total</b>	<b>\$9,461.74</b>
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X2



# PATROL DATA

60 Alhambra Road, Suite 6  
Warwick, RI. 02886

## Estimate

Date	Estimate #
7/25/2016	7286

401 942 0044	www.patroldata.com
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Name / Address
Narragansett Police Dept Caswell St Narr. RI 02882

Project

Item	Description	Qty	Rate	Total
Installation Services	Mobile Onsite Installation & Service	26	55.00	1,430.00
Radio Installation	Installation of 2 way radio	1	0.00	0.00
PDSS101	Wiring,Breakers,Relay, power and grounds studs,switches, shipping	1	250.00	250.00
PB450L2	Lighted Push Bumpers 2 Forward Facing Whelen Blue LED Lights	1	526.90	526.90
FSM-180-RB	Fusion® 180° : Red/Blue Dual Color LED SIDE Of Push Bar	2	69.52	139.04
D-50015 B	Cobra® T3: White In grill	2	27.755	55.51
MR6 HM	6 head LED lights mounted in headlight using Ford Factory opening BLUE	2	89.375	178.75
S-2009	Triton 100W Siren Speaker W/Bracket	1	87.12	87.12
C-4014	100 Watt Siren	1	95.98	95.98
FHL-CHG	Headlight (wigwag) flasher for 2017 Ford	1	52.80	52.80
A-0609P	Apollo Passenger Interior Lightbar BLUE/WHITE With Flood	1	315.92	315.92
C-VS-1308-INUT	21" vehicle specific console for 2013-2014 Ford standard interior police Interceptor utility vehicle replaces Ford OEM tunnel plate without permanent modification (OEM tunnel plate must be removed)	1	289.58	289.58
C-CUP2-1-A11	Angled dual cup holder	1	29.11	29.11
C-LP-3	3 Lighter Plug Outlets	1	30.75	30.75
C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL 2500,	1	0.00	0.00
C-ARM-103	Armrest For Top Mount, Console, Large Pad	1	70.57	70.57
FN-0216D	Fusion® 200 Dual Color RED/BLUE REAR Side Cargo Windows	2	139.92	279.84
FN-0616D	Fusion® 600 Dual Color light stick RED/BLUE Rear upper window	1	342.32	342.32
MPS600U	MicroPulse Ultra 6 Color- BLUE/BLUE rear hatch when open	2	93.39	186.78
FHL-Tail	LED Tail Light Flasher Ford Utility 2017 Rear LED Tail Light Flasher	1	46.38	46.38
<b>Total</b>				<b>\$4,407.35</b>

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: \_\_\_\_\_ 19 \_\_\_\_\_**

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

**Date Prepared:** August 3, 2016  
**Council Meeting Date:** August 15, 2016

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**TO:** James M. Manni, Town Manager  
**FROM:** Jeffry Ceasrine, P.E., Town Engineer  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Change Order for Public Safety Building Improvements Project

**RECOMMENDATION:**

That the Town Council approves Change Order Requests 34-36 and 38-42 inclusive, for the Public Safety Building Improvements Project with Urbane Construction, in the total not-to-exceed amount of \$188,397.00.

**SUMMARY:**

Please refer to the attached Project Report and spreadsheet for an update on the status of the work and the various Change Order Requests that have been approved, rejected, or are pending under this Agenda Item. As noted, the new total project cost (construction phase) with these Change Orders included would be \$1,652,055.00.

The original bid was awarded by Town Council on June 1, 2015.

Funding is available from future bond proceeds (maximum allowable bond amount \$2 million).

**ATTACHMENTS:**

1. Project Report, dated July 2016
2. Spreadsheet detailing Change Order Requests (approved, rejected, and pending).

## Public Safety Building Improvement Project

### July 2016

#### Background

The contract for the Public Safety Building Improvement project was awarded to Urbane Construction in June 2015, at an amount of \$1,274,900.00. The time allowed for completion was one (1) year. After a very slow start Urbane Construction has been making significant progress. Work is underway in the following areas:

- Exterior
  - The Sally Port has been constructed (framing, siding, and roof).
  - Windows and exterior siding are virtually complete.
- Interior
  - Selective demolition has taken place in the prisoner processing area (including cell blocks) and other first floor spaces. Some of this work has been done to prepare for the renovation work; other demolition work has been more of an exploratory nature (see note below on additional work required on the electrical systems – Change Order Request 14).
  - Floor tile has been removed on the Police side of the building. Representative samples of the vinyl floor tiling were taken throughout the building – on the Police side, the tile samples were found to be asbestos-free, which allows for a customary removal process. On the Fire side of the building, the old vinyl tile was found to contain asbestos. This was not overly surprising, given the age of the building, as vinyl asbestos tile (VAT) was commonly used in the late 1970's. VAT in its existing form, glued down to a concrete floor, is not hazardous; it only becomes an issue when you remove it, or make it friable. The original contract called for all vinyl flooring to be removed – we have deleted the Fire side from the contract scope, and will deal with it after the completion of this project, rather than through Urbane Construction. See the note below on Change Order Request 15.
  - HVAC exploratory work has been underway in building as well, with the focus on the first floor areas.
  - Demolition and wall replacement work has been completed in offices that had evidence of mold from prior water leaks (both first and second floors, east wall offices).
  - Work is underway in the Evidence Processing\Storage area.
  - The cell blocks are back in use, as is the Evidence Storage Room, although finishing and HVAC work remains.

### **Project Approach**

When we issued the bidding documents, it was recognized that there were a number of unknowns in the building structural, mechanical (HVAC), and electrical systems. Remember that the building was built in the late 1970's, significantly altered in the early 1990's, (when the second floor was added), and has been "tweaked" frequently since then. However, as we were (and still are) very cognizant of the available funding, the original scope of work did not try to capture all necessary or desirable work items. For example, we left out all major renovation work in the locker room area, as we believed there were more important spaces to focus on. Recognizing that we do have a certain financial cushion available (based on the voter authorization of \$2 million and the actual bid price of \$1,274,900) has allowed us to look at rectifying code issues and possibly tackling areas like the locker room. The base bid documents also did not address the HVAC issues.

We had always anticipated the need to negotiate a number of change orders, especially for items that could not readily be determined until the selective demolition work had been completed. The project architect, Northeast Collaborative (NCA), used the available information from site visits and the historical plans, but there were design gaps that we knew we would have to address during construction.

Change order negotiations on a project like this involve the architect (and their mechanical, structural, and electrical sub-consultants, as necessary) reviewing the actual building conditions (once the selective demolition has been completed), making supplemental drawings, and issuing a directive to the contractor in the form of a Change Order Request (COR). The contractor then submits his price and time needed for the additional work, and both the architect and the Town review it for reasonableness. In some instances, we may feel that the price is not indicative of the scope of work (whether for an addition or a deletion to the contract), and we always retain the right to reject the offered price, or ask that the contractor re-submits with a different price. Ultimately, action must be taken on all such CORs.

### **Project Change Order Request (COR) Status**

As of the date of this report, we have negotiated, reviewed, and either accepted or rejected thirty-three (33) Change Order Requests with the contractor. Nine (9) more have been submitted – three (3) have been approved at the staff level (and will go before the Town Council in August), and the remainder are pending. As noted in earlier reports, we have been negotiating a major change order request related to the HVAC upgrade work. *Given the nature of HVAC work within an existing building, and the poor and unpredictable operating characteristics of the HVAC system currently in place, we expect this to be the most significant COR on this project (see below).*

Some of the CORs have been for contract additions, due to unforeseen conditions in the building; others have been for contract deletions. For example, the stripping of the shingles at the Fire Hose Tower has revealed hidden water damage on the east wall that had to be corrected prior to the installation of the new siding and trim. This was not known or revealed until the demolition, but again, is not overly surprising, given the age and the exposure of this wood structure to the east weather. Some of the CORs have been accepted by the architect and us; others have been rejected. Additional information on each COR is available from the Engineering Department, and a spreadsheet of the CORs is attached as well. *As noted, several items are still under review, notably the ramps at either side of the Sally Port (COR 10). In addition, COR 16 included the removal of the gutters and downspouts, but not the re-installation of same. This will be addressed separately later on in this project. Other pending items include renovations to the Dispatch area and the former generator room on the Fire side of the building. These will be handled outside of the Urbane contract once their work has been completed.*

The major COR approved to date was for the rehabilitation of the locker room. As noted previously, we had left any Locker Room renovations out of the original contract documents, as we were unsure at the time of bidding as to the overall project value. The contract award at \$1,274,900 (compared to the bond authorization of \$2 million) allowed us the flexibility to investigate options for a major Locker Room renovation effort. The existing wooden lockers are over twenty (20) years old and past their useful life. They are lacking basic essentials, like electrical charging systems for portable radios and cell phones. With the Police Department, the architect and the general contractor, we explored a number of options for different layouts and locker styles, settling on the style and type noted on the attached sketches. This work will provide individual lockers for each officer, with each locker unit to be welded metal (for durability) and to include a lockable drawer, power and charging outlets, and a changing bench. New ceiling, lighting, and flooring are included within this scope of work. The value of this COR is \$113,804.00, and this work has been recommended by the project architect and the Town staff. It was ultimately approved by the Town Council in May 2016.

With respect to the COR (#42) for the HVAC system, we engaged the project architect (NCA) and their mechanical sub-consultant (RZ Mechanical) to work with us and Urbane to develop a comprehensive plan to retrofit many of the building's HVAC components. The system that in place is the result of many "upgrades" and modifications, which, unfortunately, often seem to be working against each other. The building contains hot spots, cold spots, poor air flow, zones that don't function properly, controls that either don't work or control areas in other zones, etc. The ongoing building renovation project provides the most opportune time to renovate the HVAC system – ceilings and walls are exposed, allowing access to components. We will also be installing code-required back-draft dampers and exhaust fans for the evidence storage area, and making electrical upgrades to the controlling systems.

**Public Safety Building Improvement Project**

**Page 4**

**July 2016**

The negotiated price for COR # 42 (HVAC) is \$183,219.00. This value has been vetted out by the architect and their mechanical subcontractor, and is believed to be representative of the work involved. While obviously a large change order, remember that it involves carpentry, mechanical, electrical, roofing, and other trades as necessary to significantly upgrade and improve the building's HVAC system.

The original contract price (as awarded) was \$1,274,900.00. The total financial impact of the thirty three (33) CORs to-date (rejected or approved) is an increase of \$188,758.00, resulting in a new contract value of \$1,463,658.00. Considering the unknowns that we have been dealing with, and the scope of several of the CORs, we believe this to be a reasonable number.

The value of the outstanding CORs, including the major HVAC request, is \$188,397.00, which would bring the total contract value to \$1,652,055.00. Again, given the nature of this project and the items that were deliberately left out of the original scope of work by the Town, we believe this represents a reasonable and equitable value.

By Town Council policy (adopted February 7, 2011), formal Town Council approval of Change Order Requests is needed when the combined CORs exceed 10% of the original contract value, or \$50,000.00. We have obviously exceeded that threshold, and all future CORs will require Town Council approval.

**Future Items**

As previously noted, we still need to resolve the site work issues leading up to the new Sally Port, as well as the installation of new gutters and downspouts, either through a Change Order Request with Urbane Construction, or through an outside vendor. We anticipate the use of an outside vendor for the Dispatch and former generator room work.

**TOWN OF NARRAGANSETT  
INTER OFFICE MEMORANDUM**

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**To:** Town Council

**Date:** July 25, 2016

**From:** Jeffrey Ceasrine, P.E.  
Town Engineer \ Acting Town Manager

**Subject:** Public Safety Building  
Improvements Project Update

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In regards to the referenced subject, attached please find an updated Progress Report and summary spreadsheet. As noted, we plan on placing several outstanding Change Order Requests (CORs) on the August 15, 2016 Town Council agenda for approval. Included within this group of CORs will be the largest project change – the upgrades to the building HVAC system.

As you read the attached report, please bear in mind that these are largely requests that we have made, not requests from the contractor for unforeseen items. As noted, the original bid documents included a number of base tasks, but left out major items such as the complete locker room renovation or the complete HVAC system upgrade, as we were uncertain where the base bids would land. The low bid amount has allowed us the flexibility to consider other critical building improvement elements; hence the large number of CORs that you have seen to-date and will see shortly.

Please let me know if you have any questions as to this report and our intentions. Thank you.

cc: James Manni (w\enc)  
Chief Sean Corrigan, NPD (w\enc)  
Chief Scott Partington, NFD (w\enc)  
Laura K. Kenyon, Finance Director (w\enc)  
Susan W. Gallagher, Purchasing Manager (w\enc)  
Joseph Amatore, Project Engineer (w\enc)

enc:

Public Safety Building Improvements Project  
Vendor - Urbane Construction Corporation

P.O. Account # \$1,274,900.00

Status	Approved Amount	Offered Amount	Notes	Time Changes (Days)	
Original Contract Award	June 1, 2015	\$1,274,900.00		Agenda Item 21	
Change Order No. 1	Approved 08/26/15	\$6,809.00	\$14,234.00	Doors 114A and 126A; Value less than 10% - Town Council approval not required	0
Change Order No. 2	Rejected		See COR 2 and COR 7	Ceiling grid in Fire Apparatus Bay	N/A
Change Order No. 3	Rejected			Shingle change	N/A
Change Order No. 4	Approved 10/14/15	\$8,259.00		New structural wall in Processing	0
Change Order No. 5	Approved 10/14/15	(\$5,347.00)		Delete rigid insulation and furring at Apparatus Room	0
Change Order No. 6	Approved 10/14/15	(\$3,925.00)		Retain existing siding at flat roof	0
Change Order No. 7	Approved 10/14/15	\$7,130.00		Clean and paint Ceiling grid in fire apparatus bay	0
Change Order No. 8	Approved 10/14/15	(\$2,553.00)		Finish flooring substitution	0
Change Order No. 9	Rejected			Infill existing sloped ramp in corridor 126	N/A
Change Order No. 10	Rejected		\$26,591.00	Exterior Site Work - ramps at Sally Port - Town is soliciting prices from another vendor	N/A
Change Order No. 11	Approved 11/06/15	\$9,832.00		Rm 119 Bathroom Modifications	3
Change Order No. 12	Rejected		(\$11,716.00)	Cell Door Credits	N/A
Change Order No. 13	Approved 11/10/15	(\$3,190.00)		Credit for Framing buildout front and back	0
Change Order No. 14	Approved 2/1/16	\$10,150.00		Additional electrical	0
Change Order No. 15	Approved 1/22/16	(\$34,808.00)		Substitute flooring	0
Change Order No. 16	Approved 01/04/16	\$45,247.00	\$53,181.00	Rakes, fascia, soffit - does not include re-installation of gutters	18
Change Order No. 17	Approved	(\$2,000.00)		Rear wall (exterior)	0
Change Order No. 18	Approved	(\$3,630.00)		Delete electric hand dryers	0
Change Order No. 19	Approved 01/07/16	\$2,248.00		Framing and plywood replacement - fire hose tower	0
Change Order No. 20	Approved 01/14/16	\$6,034.00		Drywall, and paint areas of mold remediation.	0
Change Order No. 21	Rejected		\$15,525.00	HVAC Per M101 & M102	0
Change Order No. 22	Approved 02/29/16	\$2,549.00		Women's Fire (Rm 155) Ceramic tile	0
Change Order No. 23	Rejected		\$620.00	Women's Fire (Rm 155) Sheet Vinyl	0
Change Order No. 24	Approved 05/02/16	\$274.00	\$4,249.00	Door Hardware Change (?)	0
Change Order No. 25	Rejected		\$14,760.00	Structural Change per SK5 (police Men's and lady's)	0
Change Order No. 26	Approved 05/02/16	\$18,625.00		Structural Change per SK14.2 (police locker room)	0
Change Order No. 27	Approved 05/02/16	\$13,250.00		Fire rated Ceiling and HVAC dampers in Processing (Rm 118)	0
Change Order No. 28	Approved 05/02/16	\$113,804.00		police locker room and gym w/locker purchase	15
Change Order No. 29	Rejected		\$20,640.00	Dispatch counter & cabinets- TBD by others	0
Change Order No. 30	Rejected		\$21,435.00	fire generator room build out (w/\$10000 credit)	0
Change Order No. 31	Rejected		\$5,865.00	Dispatch Floor- TBD out of contract	0
Change Order No. 32	Rejected		\$1,093.00	Paint cell block ceiling - TBD in house	0
Change Order No. 33	hold		\$4,221.00	fire alarm modifications- hold for more info	0
Change Order No. 34	Pending	\$3,113.00		Electric T&M work directed by police staff & conflict	0
Change Order No. 35	Pending	\$3,374.00		Add recessed light in three shower locations	0
Change Order No. 36	hold	\$0.00	(\$11,620.00)	Credit for all work in dispatch except sally port switch and provide trans. Window	0
Change Order No. 37	hold	\$0.00		request to extend completion date to Nov. 2nd	0
Change Order No. 38	Rejected	\$0.00	\$5,152.00	Rejected in favor of COR 39	0
Change Order No. 39	Pending	\$4,404.00		Remove and replace two windows in room 150	0
Change Order No. 40	hold	\$0.00	\$7,130.00	Furnish and install concrete pads at three man door locations	0
Change Order No. 41	hold	\$0.00	(\$6,375.00)	Credit \$10K for gen. room work, install window to complete exterior	0
Change Order No. 42	hold	\$0.00	\$183,219.00	New mechanical scope	90
Original Contract Value		\$1,274,900.00			
Value of Approved CORs		\$188,758.00			
New Contract Value		\$1,463,658.00			
Value of Pending/Held CORs		\$188,397.00			
Contract Value w/all CORs		\$1,652,055.00			

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

CC: 20

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

Date Prepared: August 5, 2016

Council Meeting Date: August 15, 2016

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**TO:** James M. Manni, Town Manager

**FROM:** Sean Corrigan, Police Chief

**SUBJECT:** Parking Restrictions Resolution Amendment – Ashley Court and Middle Road, Narragansett, Rhode Island

**RECOMMENDATION:**

That the Town Council INTRODUCES, READ, PASSES and ACCEPTS as a First Reading “A Resolution Amending the Official List of Parking Restrictions and Regulations in the Town of Narragansett in Accordance with the Narragansett Code of Ordinances”.

**SUMMARY:**

As in accordance to Chapter 74 Traffic and Vehicle, Sec. 74-35. - Specific streets Parking Regulations (b) a resolution cannot be adopted at the meeting at which it is introduced but shall, rather, be referred to a subsequent regular or special meeting at least seven days thereafter for a vote.

Parking restrictions were put in place on Ashley Court in 1996 by Resolution 96-29. In 2014 parking restrictions were amended in Eastward Look and Ashley Court was not included in the change.

In 1987 by Chapter 584 the “Parking Ordinance Providing Regulations for Specific Streets” was amended by placing parking restrictions on Middle Road for the westerly side of the road only.

Staff has recommended that Ashley Court be changed to mirror the parking restrictions of all other roads in Eastward Look and Middle Road would be amended to reflect no parking on either side of the road and would now extend up to Sakonnet Boulevard.

The recommendation is as follows:

**ASHLEY COURT** No Parking either side (10:00 p.m. through 5:00 a.m., inclusive, from the day after Labor Day to the day before Memorial Day)

**MIDDLE ROAD** No Parking either side (10:00 p.m. through 5:00 a.m. from Burnside Avenue to Sakonnet Boulevard.

**ATTACHMENTS:**

1. Proposed Resolution

A RESOLUTION AMENDING THE OFFICIAL LIST OF PARKING RESTRICTIONS AND REGULATIONS IN THE TOWN OF NARRAGANSETT IN ACCORDANCE WITH THE NARRAGANSETT CODE OF ORDINANCES

WHEREAS, Chapter 19, Article III, Section 19-30 of the Code of Ordinances of the Town of Narragansett, provides a procedure to amend the parking restrictions and regulations on specific streets in the Town of Narragansett; and

WHEREAS, the Town Staff has recommended, in accordance with Section 19-30, that the parking restrictions and regulations within Eastward Look and the Village of Point Judith be amended;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Narragansett that the parking restrictions and regulations on specific streets as required by Section 19-30 are hereby amended as follows for the roads listed below:

EASTWARD LOOK NORTH (10:00 p.m. through 5:00 a.m., inclusive, from the day AFTER Labor Day to the day before Memorial Day)

ASHLEY COURT No Parking Both Sides

MIDDLE ROAD No Parking Both Sides from Burnside Avenue to Sakonnet Boulevard

Any vehicle found in violation of this Resolution shall be towed or otherwise removed at the owner's expense and liability.

ADOPTED this        day of        A.D. 2016.

ATTEST:

TOWN OF NARRAGANSETT

Anne M. Irons, CMC  
Town Clerk

Matthew M. Mannix  
Town Council President

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 21**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** August 8, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni, Town Manager

**FROM:** Councilman Patrick Murray

**SUBJECT:** Authorizing exemption of up to \$35,000 of the assessed value of Commercial Tangible Property from local taxation

**RECOMMENDATION:**

That the Town Council INTRODUCES, READS, PASSES and ACCEPTS the First Reading of An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation & Finance.  
(Tangible Property Exemption)

**SUMMARY:**

This ordinance will authorize the exemption from taxation up to \$35,000 on Commercial Tangible property. If enacted by the Town Council, this action will remove an administrative and financial burden completely for the numerous small businesses in Narragansett whose entire commercial tangible property is valued at less than \$35,000. The exemption would also provide a measure of relief to those businesses whose property value exceeds this threshold.

This action also promises to significantly reduce the administrative resources used by the town relative to collecting this tax. It is anticipated that such administrative savings would significantly offset revenue not collected as a result of the exemption.

**ATTACHMENT:**

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 & FINANCE"

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

**Section 1:** Article I, (In General), of Chapter 70 of the Code of Ordinances of the Town of Narragansett, entitled "Taxation & Finance" is hereby amended to read as follows:

**Sec. 70-1. - List of ratable property.**

- (a) A system of classification of taxable property is hereby adopted by the town in which all ratable property in the town shall be classified by the assessor as follows:
- (1) *Class 1:* All residential real estate which consists of not more than five dwelling units and all residential real estate that consists of six dwelling units in which at least one unit is owner-occupied. Class 1 includes all mobile/manufactured homes.
  - (2) *Class 2:* All commercial and industrial real estate and all residential real estate which consists of six dwelling units in which no units are owner-occupied and all residential real estate which consists of more than six dwelling units.
  - (3) *Class 3:* All ratable tangible personal property.
  - (4) *Class 4:* All motor vehicles and trailers subject to the excise tax created by Chapter 34 of Title 44 of the General Laws of Rhode Island.
- (b) Where real property is used or held for more than one purpose and the uses result in different classifications, the assessor shall allocate to each classification the percentage of true and fair cash value to the property devoted to each use.

**Sec. 70-2. - Duties of assessor and finance director.**

- (a) The assessor of the town, on or before June 15 of each year, shall make a full and fair cash valuation of all the estate, real and personal, including motor vehicles and trailers, subject to taxation, and determine the assessed valuation of each property class.

(b) The finance director with the approval of the town council shall have the authority to apply different rates of taxation to each property class and to determine the tax due and payable on the property; provided however, that such rates of taxation shall be uniform within each class; and provided further that for each year, Class 2 property rates shall not be more than 150 percent of Class 1 property tax rates.

(Ch. 836, § 1, 6-30-2003)

**Sec. 70-3. - Tax levy determination.**

The assessor shall provide to the finance director and the town council a list containing the full and fair cash valuation of each property class. The finance director shall, with the approval of the town council, annually determine the percentages of the tax levy to be apportioned each class of property and shall annually apply tax rates sufficient to produce the proportion of the total tax levy.

(Ch. 836, § 1, 6-30-2003)

**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.

(Ch. 836, § 1, 6-30-2003)

**Sec. 70-5 – Tangible Property Exemption**

All property in class 3, shall be valued according to State law 44-5-12.1, provided that the taxable value shall be then reduced by up to \$35,000 after application of the State mandated depreciation for the appropriate tangible property classification.

**Secs. 70-6—70-20. - Reserved.**

**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 15<sup>th</sup> day of August, 2016.

Second reading read and passed in the Town Council meeting legally assembled the 6<sup>th</sup> day of September, 2016.

ATTEST:

Anne Irons, Town Clerk

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 22**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** August 8, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** Honorable Town Council  
**FROM:** Councilman Patrick Murray  
**SUBJECT:** Property tax exemptions for War Veterans, their Widows, Service Disabled, Gold Star Parents, Prisoners of War, and certain properties specially modified for Service Disabled veterans.

**RECOMMENDATION:**

That the Town Council INTRODUCES, READS, and PASSES and ACCEPTS as a First Reading An Ordinance in Amendment of Chapter 70 of The Code Of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation & Finance. (Veteran, Widow/Widower of Veteran, 100% Disabled Veteran, Specially Modified Housing for Service Disabled Veteran, Prisoner of War)

**SUMMARY:**

Narragansett has not modified its war veteran tax exemption since 1986. Due to the way the law, and our tax rate are constructed, we currently offer one of the lowest War Veteran and related property tax exemptions in Rhode Island. This amendment would increase the allowable real property and motor vehicle tax exemptions for War Veterans, their Widows or Widowers, Service Disabled, Gold Star Parents, Prisoners of War, and certain properties specially modified for Service Disabled veterans. This proposed ordinance allows the Town to apply property tax exemptions to the following amounts:

<b>War Veteran</b>	44-3-4(a)(1)	\$20,000 from assessed value of real property, or \$12,000 from assessed value of motor vehicle.
<b>War Veteran's Widow / Widower:</b>	44-3-4(a)(1)	\$20,000 / \$12,000
<b>Service Related Total Disability:</b>	44-3-4(c)	\$20,000 / \$12,000
<b>Gold Star Parent:</b>	44-3-5	\$20,000 / \$12,000
<b>Prisoner of War</b>	44-3-4(e)	\$40,000 / \$24,000
<b>Specially Modified Housing for Service Disabled</b>	44-3-4(b)	\$50,000

**ATTACHMENTS:**

1. Proposed Ordinance

TOWN OF NARRAGANSETT

CHAPTER 70

AN ORDINANCE IN AMENDMENT OF CHAPTER 70 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED "TAXATION & FINANCE"

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

**Section 1:** Subdivision IV, (Veteran Prisoner of War), of Chapter 70 of the Code of Ordinances of the Town of Narragansett, entitled "Taxation & Finance" is hereby amended and enacted to read as follows:

**Subdivision IV. - Veteran, Widow/Widower of Veteran, 100% Disabled Veteran, Specially Modified Housing for Service Disabled Veteran, Prisoner of War**

**Sec. 70-100 Veterans – Widow/Widower of Veteran**

Pursuant to the authority granted pursuant to G.L. 1956, § 44-3-4(a)(1), there is hereby established an exemption from taxation for the real or personal property of any veteran of military or naval service of the United States of America, or unmarried widow/widower of a veteran. The amount of the exemption from taxation granted by this section shall be \$20,000.00 from the assessed valuation of the real property and \$12,000 from the total assessed value of any motor vehicle(s) assessed to that veteran, widow/widower.

**Sec. 70-101 Specially Modified Housing for Service Disabled**

Pursuant to the authority granted pursuant to G.L. 1956, § 44-3-4(b), there is hereby established an exemption from taxation for the real or personal property of any veteran of military or naval service of the United States of America, or the unmarried widow/widower or that veteran, who is determined, under applicable federal law by the Veterans Administration of the United States, to be totally disabled and has "specially adopted housing" under the laws administered by the Veterans Administration. The amount of the exemption from taxation granted by this section shall be \$50,000.00 from the assessed valuation of the real property assessed to that disabled veteran. Provided that it is occupied as his or her domicile.

### **Sec. 70-102 Service Related Total Disability**

Pursuant to the authority granted pursuant to G.L. 1956, § 44-3-4(c), there is hereby established an exemption from taxation for the real or personal property of any veteran determined to be 100% VA disabled, of military or naval service of the United States of America, or the unmarried widow/widower of that veteran. The amount of the exemption from taxation granted by this section shall be \$20,000.00 from the assessed valuation of the real property and \$12,000 from the total assessed value of any motor vehicle(s) assessed to that disabled veteran.

### **Sec. 70-103 Gold Star Parent**

Pursuant to the authority granted pursuant to G.L. 1956, § 44-3-5, there is hereby established an exemption from taxation for the real or personal property of any person whose son or daughter has served with the armed forces of the United States of America, providing the death was determined to be in the line of duty. The amount of the exemption from taxation granted by this section shall be \$20,000.00 from the assessed valuation of the real property and \$12,000 from the total assessed value of any motor vehicle(s) assessed to that parent.

### **Sec. 104-105 -Reserved**

### **Sec. 70-106. - Exemption for prisoner of war veterans.**

Pursuant to the authority granted pursuant to G.L. 1956, § 44-3-4(e), there is hereby established an exemption from taxation for the real or personal property of any veteran of military or naval service of the United States of America who has been classified or determined to be a prisoner of war by the Veterans Administration of the United States. The amount of the exemption from taxation granted by this section shall be \$40,000.00 from the assessed valuation of the real property and \$24,000 from the total assessed value of any motor vehicle(s) assessed to that veteran. In order to qualify for this exemption, each

prisoner of war must file with the tax assessor an application in a form approved by the tax assessor on or before January 31 of the year for which the exemption is claimed.

**Secs. 107 -120. - Reserved.**

**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 15<sup>th</sup> day of August, 2016.

Second reading read and passed in the Town Council meeting legally assembled the 6<sup>th</sup> day of September, 2016.

ATTEST:

Anne Irons, Town Clerk

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 23**

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

**Date Prepared:** August 9, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** Honorable Town Council  
**FROM:** Patrick W. Murray, Council Member  
**SUBJECT:** Proposed Ordinance- Definition of Homestead

**RECOMMENDATION:**

That the Town Council introduces, reads, passes and accepts a First Reading of An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled "Taxation & Finance".

**SUMMARY:**

At issue is to define "Homestead" for the purposes of future discussion, clarification and computations for the Town staff and the general public.

A homestead exemption would be a tax reduction by the Town of Narragansett which is applied to certain residential properties which meet specific guidelines. You must hold legal title to the property and you must reside in the property. The homestead exemption applies to single family homes, condominiums, the percent of two family homes owner occupied, the percent of three family homes owner occupied and mixed use as outlined by this council.

**ATTACHMENT:**

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 & FINANCE"

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

**Section 1:** Division 3 (REAL PROPERTY TAX EXEMPTION AND DEFERRAL), of Chapter 70 of the Code of Ordinances of the Town of Narragansett, entitled "Taxation & Finance" is hereby amended to read as follows:

**Sec 70 - 60. - *Definitions***

As used in this subdivision, the following terms shall have the meaning indicated:

*Homestead* - A residential dwelling unit in which an individual holds legal title and occupies in excess of 183 days per calendar year.

**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 August, 2016.

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

ATTEST:

Anne Irons, Town Clerk

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 24**

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

**Date Prepared:** August 9, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** Honorable Town Council

**FROM:** Susan Cicilline-Buonanno, President Pro Tem

**SUBJECT:** First Reading - Historic Cemetery Tax Exemption

**RECOMMENDATION:**

That the Town Council INTRODUCES, READS, PASSES and ACCEPTS as A First Reading An Ordinance in Amendment of Chapter 70 of the Code Of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation & Finance.  
(Historical Cemetery Preservation Property Tax Abatement)

**SUMMARY:**

At the June 6, 2016 town council meeting, Evelyn Wheeler, Washington County Commissioner of Rhode Island Advisory Commission on Historical Cemeteries and Chair of the Narragansett Historical Cemetery presented to the Town Council a proposal for a new town ordinance as authorized in RIGL §44-3-63 which allows city and town councils to provide an abatement for any real property on which a historical cemetery is located as well as full or partial reimbursement of expenses for repairing and maintaining said property.

The Town Solicitor was directed to draft a proposed ordinance for a Historical Cemetery Preservation Property Tax Abatement. After meetings with Evelyn Wheeler and discussions with the Town Solicitor, the attached proposed ordinance was drafted.

The tax abatement shall not exceed \$100.00 annually. There are 27 historical cemeteries located in town however only 15 cemeteries have actually been located.

**ATTACHMENT:**

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 & FINANCE"

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

**Section 1:** Subdivision VI, (Historical Cemetery Preservation Property Tax Abatement), of Chapter 70 of the Code of Ordinances of the Town of Narragansett, entitled "Taxation & Finance" is hereby enacted to read as follows:

**Subdivision VI. - Historical Cemetery Preservation Property Tax Abatement**

**Sec 70 - 130. - Purpose.**

This ordinance is intended to create an incentive for property owners to preserve Historical Cemeteries located in Narragansett, recognizing they are a cultural resource and their proper care helps preserve the rural character of the Town.

**Sec 70 - 131. - Definitions**

As used in this subdivision, the following terms shall have the meaning indicated:

*Committee.* The Narragansett Historical Cemetery Committee.

*Historical Cemetery.* A piece of land set aside to bury human remains more than 100 years ago.

*Owner.* All owners of property containing a Historical Cemetery.

**Sec 70-132. - Eligibility**

- (a) The owner of property with an eligible historic cemetery may apply, on a voluntary basis, to the Historical Cemetery Committee for a certificate of appropriateness for his or her cemetery. The application must include documentation of ownership of lot but not limited to:
- (1) recorded deeds that contain a reference to the cemetery, or
  - (2) a chain of title search which identifies the original owner.

- (b) Upon receipt of an application, Committee shall first determine whether the cemetery meets the definition of a historic cemetery as set forth in the ordinance. If the Committee determines that the cemetery meets the definition of a "historic cemetery" as set forth above, it shall issue a certificate to the owner of the cemetery certifying its historic status.

**Sec 70-133. - Tax abatement and application**

- (a) Upon certification by the Committee as a historic cemetery, the owner of the property shall be eligible for a property tax abatement annually for the preservation and maintenance of the historic cemetery.

The property owner shall apply for the abatement with the Tax Assessor by filling out a form prepared by the Tax Assessor for said abatement as well as presenting the certification by the Committee that the cemetery is a historic one. Once applied for, the owner of the property shall not be required to renew the application on an annual basis.

**Sec 70-134. - Forfeiture of tax abatement and penalty for noncompliance**

- (a) If the owner of the property with the historic cemetery fails to maintain the cemetery, the owner shall forfeit the property tax abatement as set forth above. Upon forfeiture, subsequent payments shall be adjusted and billed for the full tax obligation of the property without benefit or reference to the tax abatement. In addition thereto, the property owner shall be liable for the amount that should have been paid to the Town of Narragansett in property taxes from the date the abatement was granted to the time the abatement is forfeited.
- (b) It shall be the duty of the Committee to annually inspect the certified historic cemetery to determine whether it has been maintained.

**Sec 70-135. - Administration**

- (a) The Tax Assessor shall provide the abatement set forth above pursuant to R.I.G.L. § 44-3-63.
- (b) The tax abatement shall be in an amount not exceeding \$100.
- (c) Any applications for the tax abatement authorized by this ordinance filed after April 15 of any year and subsequently approved by the Tax Assessor shall not be operative until the year succeeding said filing, and the tax abatement shall become effective as of December 31 following the date of filing.

**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 August, 2016.

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

ATTEST:

Anne Irons, Town Clerk

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 25**

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

**Date Prepared:** August 9, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** Honorable Town Council

**FROM:** Susan Cicilline-Buonanno, President Pro Tem

**SUBJECT:** Senior Advisory Council

**RECOMMENDATION:**

That the Town Council creates a South County Senior Advisory Council which includes Narragansett and South Kingstown.

**SUMMARY:**

The composition of the South County Senior Advisory Council will include the following members:

- One Town Council Member from Narragansett
- One Town Council Member from South Kingstown
- One Police/Fire Designee in Public Safety
- Director of Parks & Recreation Narragansett
- Director of Parks & Recreation South Kingstown
- Two Medical Representatives
- One Nurse Case Manager
- Two Senior Citizens
- One Representative from Southern RI Volunteers
- One Representative of South County Community Action Program  
(Saul Richman or Suzanne Carson)
- One Representative from URI Gerontology Program
- One Representative RI Geriatrics Education Program at URI

This group would meet quarterly to ensure the needs of the aging population in South County.

**ATTACHMENT:**

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 26**

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

**Date Prepared:** July 18, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** Honorable Town Council  
**FROM:** Raymond A. Ranaldi, Council Member  
**SUBJECT:** Financial Forecast

**RECOMMENDATION:**

That the Town Council directs the Town Manager to prepare a three year financial forecast for the Town.

**SUMMARY:**

The purpose of this item is to identify the financial needs in terms of future tax rates by way of projecting the next three years of indebtedness for the Town of Narragansett. Included in this work will be projections for costs of practical asset upgrades and asset protection for each department, including the impact of the proposed Library bond referendum (assuming that it passes). The scope of work should include projections for reducing OPEB and the Town's retirement indebtedness. All potential bonding, school department projected shortfalls, contractual obligations and inflation should be considered.

The above information shall then be used to project taxation needs for the 2017-2018, 2018-2019 and 2019-2020 budgets.

**ATTACHMENTS:**

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

CC: 27

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

**Date Prepared:** August 8, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni Town Manager

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

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

**RECOMMENDATION:**

That the Town Council WAIVES the fee in the amount of \$175.00 for the 7 remaining One Day Peddler's Licenses for Colby Blanchet and Tim Bristow d/b/a Yea Dog.

**SUMMARY:**

According to the town ordinance only 10 Peddler licenses may be issued each year at a fee of \$50.00 for the year. However a One Day Peddler License is available for Peddlers at a daily rate.

Tim Bristow & Colby Blanchet d/b/a Yea Dog applied for and was approved for several One Day Peddler licenses at a fee of \$25.00 a day totaling \$775.00. At the August 1<sup>st</sup> meeting another 7 One Day Peddler licenses were approved at \$25.00 per day totaling an additional \$175.00. Colby Blanchet, partner of Yea Dog requested the town council to consider waiving the remaining fee of \$175.00 for the final 7 One Day Peddler's Licenses

**ATTACHMENT:**

1. Letter

## Yea Dog

54 Narragansett Ave • Narragansett, RI 02882  
Phone: 401.486.8273 • E-Mail: Yeadogri@gmail.com  
Web: YeaDogRI.com

Date: 7/31/16

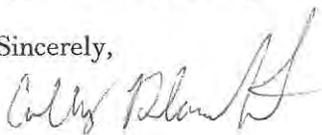
Narragansett Town Council  
25 Fifth Ave  
Narragansett, RI 02882

'16 AUG 1 AM 9:34

Dear Narragansett Town Council,

Thank you for allowing Yea Dog to operate in the community. It has been an exceptional summer running a small business and your support is appreciated. Having spent \$750 dollars this year on day permits, I'm asking you to please consider waiving the twenty-five dollar fee for the remainder of the season. These passes are a substantial expense, especially if there is poor weather and we are unable to open. Thank you for your consideration.

Sincerely,



Colby Blanchet  
Partner // Yea Dog

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 28**

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

**Date Prepared:** August 8, 2016  
**Council Meeting Date:** August 15, 2016

---

**TO:** James M. Manni Town Manager

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

**SUBJECT:** Schedule a Hearing – Request for new Signage  
Maharaja Restaurant, 1 Beach Street, Narragansett, RI  
Plat C, Lot 181/2C

**RECOMMENDATION:**

That the Town Council SCHEDULES a hearing for a request from Narragansett Recreation LLC d/b/a Aqua Blue Hotel (Maharaja Restaurant) for the APPROVAL of new signage to be installed for the Maharaja Restaurant.

And the Town Council REFERS to the Planning Board for Recommendation.

**SUMMARY:**

The Maharaja Restaurant located in the Aqua Blue Hotel in the Pier Market Place has requested to install new signage on the side of the building.

The Pier Market Place is located in the Urban Renewal Zone. According to the Town's Supplementary Zoning Regulations, Section 7.1 Urban Renewal Zone (b) the Town Council has the right to review and approve all changes to any previously plan, site plan, construction or other work done with the Urban Renewal Zone and also review and approve all new construction projects, site plan changes or any other work with that zone.

According to Section 7.1 Urban Renewal Zone (c) all applications submitted to the town council for review and approval pursuant to either subsection 7.1 (b) or any other provision of the redevelopment plan referenced in 7.1(a) shall be referred to the Planning board for their review and recommendation to the town council

**ATTACHMENT:**

1. Zoning Ordinance 7.1
2. Request and proposed signage

**7.1. Urban renewal zone.**

(a) The uses, controls, and restrictions contained in the official redevelopment plan Rhode Island General Laws R-24 as adopted by the town council on November 25, 1969, and as amended by the town council on June 28, 1972, on September 19, 1973, on March 21, 1983, on April 4, 1983, on July 18, 1983, on June 18, 1984, and on March 18, 1985, shall be deemed to be the zoning requirements for said urban renewal zone.

(b) Notwithstanding any other provisions to the contrary contained in this zoning ordinance or any other ordinance of the Town of Narragansett, the town council shall continue to exercise all of the rights, responsibilities, approvals, and authority granted to it or its predecessor-in-interest, the Narragansett Redevelopment Authority, as it relates to all of the uses, controls, restrictions, and approvals required or set forth in the redevelopment plan. This shall include, but not be limited to, the right of the town council to review and approve all changes to any previously approved plan, site plan, construction or other work done within the urban renewal zone and to also review and approve all new construction, projects, site plan changes or any other work proposed within the urban renewal zone.

(c) All applications submitted to the town council for review and approval pursuant to either subsection 7.1(b) or any other provision of the redevelopment plan referenced in subsection 7.1(a) shall be referred to the planning board for their review and recommendation to the town council.

*(Ch. 926, § 1, 11-16-2009)*

'16 AUG 2 AM 9:33

Aqua Blue  
1 Beach St.  
Narragansett, RI

Maharaja Restaurant

Install new projecting double face sign 2' x 10' on side of building.

Only the lettering will be illuminated by internal illumination.

Background will not be illuminated

Total 20 square ft . 12 sq ft is allowed

Removing 2 signs at entrance to restaurant. 2x3 and 1.5 x 2 ..... 9 sq ft.

Clock tower sign was removed at an earlier date. 4x10 sign 40 sq ft.

David Wilson  
Sign Guild Inc.  
221 Tuckertown Rd.  
Wakefield, RI 02879



120"

24"

20 SQ FT



Silver background does not light up.  
Only logo and Letters

© 2016 Sign Guild Inc.

Colors

These plans are the exclusive property of Sign Guild Inc. and are the result of the original work of its employees. They are submitted to your company for the sole purpose of your consideration of whether to purchase these plans or to purchase from Sign Guild Inc. a sign manufactured according to these plans. Distribution or exhibition of these plans to anyone other than employees of your company, or use of these plans to construct a sign similar to the one embodied herein, is expressly forbidden. In the event that such exhibition occurs, Sign Guild expects to be reimbursed \$500 in compensation for time and effort entailed in creating these plans.

Date 6-27-16

Designed DAVID WILSON

**Sign Guild Inc.**  
221 Tuckertown Rd.  
Wakefield, RI 02879  
401-788-0000

File No.

Drawing No.

Maharaja proof