

**NARRAGANSETT TOWN COUNCIL
REGULAR MEETING
AGENDA**

November 21, 2016

7:30 p.m.

Posted 11-17-2016

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

**NARRAGANSETT
TOWN COUNCIL**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

INVOCATION:

SPECIAL BUSINESS:

Susan Cicilline-Buonanno
Matthew M. Mannix
Jill A. Lawler
Michael T. Moretti
Patrick W. Murray

SWEARING IN OF TOWN COUNCIL MEMBERS

Town Manager

James M. Manni

ELECTION OF TOWN COUNCIL PRESIDENT

Town Clerk

Anne M. Irons, CMC

ELECTION OF TOWN COUNCIL PRESIDENT PRO TEM

A MOTION to APPOINT the following town officials:

Town Solicitor
Dawson T. Hodgson, Esq.

Judge of Probate Court
Judge of Municipal Court
Magistrate/Clerk Municipal Court
Town Solicitor/Assistant Solicitors
Town Sergeant

A MOTION to APPOINT Town Council members to serve on the following Committees as in accordance with town ordinances and town charter:

Galilee Lease Advisory Committee (1)
Land Conservancy Trust (2)
Personnel Appeal Board (1)
Recreation Advisory Board (1)
Liaison with School Committee (2)
School Capital Reserves Committee (2)
Sewer Policy Committee (2)

APPROVAL OF MINUTES:

- August 22, 2016 HMP - PH Meeting
- August 22, 2016 Work Session Meeting – Library Board
- September 6, 2016 Regular Meeting
- September 19, 2016 Regular Meeting

ANNOUNCEMENTS/PRESENTATIONS:

“[Presentation](#) from PFM and David Ferrara, Bond Counsel on the recent \$6.1 Million Bond Sale and the proposed refunding of the School Bond.”

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 a Petition from Trio Restaurant, 15 Kingstown Road, Plat C Lot 181-2A to relocate the interior bar and amend the plan in an Urban Renewal Area.

A MOTION to REFER to the Planning Board.

A [PUBLIC HEARING](#) for text revision of Section 11, (Variances) of the Zoning Ordinance of the Town of Narragansett.

CONSENT AGENDA:

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

1. A [MOTION](#) to APPROVE, RATIFY, and CONFIRM the end-of-year software training services for MUNIS, completed by Tyler Technologies, Inc. in the amount of \$2,553.55.
2. A [MOTION](#) to APPROVE, RATIFY, and CONFIRM the emergency pipe repair work as performed by Inland Waters, Inc. at the Scarborough WWTF, in the amount of \$2,650.00.
3. A [MOTION](#) to APPROVE, RATIFY and CONFIRM the emergency professional cleaning and mold remediation services for the Public Safety dispatch area and attached closet, completed by Single Source Disaster Recovery Specialist, Inc., in the amount of \$3,495.36, per State MPA pricing.
4. A [MOTION](#) to APPROVE, RATIFY and CONFIRM the emergency transfer and installation of K9 equipment from a totaled cruiser to new K9 cruiser, completed by Patrol Products Consortium, LLC (Patrol Data), in the amount of \$3,722.40.
5. A [MOTION](#) to APPROVE, RATIFY and CONFIRM a Class F-1 Alcoholic Beverage License to The Contemporary Theater for November 4, 2016 for a masquerade fundraising event at The Towers, 35 Ocean Road, Narragansett, RI, subject to state and local regulations.
6. A [MOTION](#) to APPROVE a Class F-1 Alcoholic Beverage License to The Contemporary Theater for December 22, 2016 at The Towers, 35 Ocean Road, Narragansett, RI, subject to state and local regulations.
7. A [MOTION](#) to APPROVE the expenditure of \$2,500 and authorize the Town Manager to sign the contract for Nyhart to prepare a 30 year projection on the estimated contributions to the OPEB (Other Post-Employment Benefits) Fund.
8. A [MOTION](#) to APPROVE the list of Real Estate abatements in the amount of \$2,555.23 and the list of Motor Vehicle abatements in the amount of \$3.24.
9. A [MOTION](#) to APPROVE the waiver of interest for taxpayers in accordance with Ordinance 2010-936.
10. A [MOTION](#) to APPROVE the request from the Parks and Recreation Department to enter into a performance contract with Roomful of Blues (Managed by Midwood Entertainment, LLC) to perform during Gansett Days for the amount of \$3,000.00.
11. A [MOTION](#) to APPROVE the NFPA 1041 Fire Service Instructor training program to be completed by the Rhode Island Fire Academy, in the amount of \$3,525.00.
12. A [MOTION](#) to APPROVE a PETITION from the National Grid Company to place one new joint pole (P11) and anchor 92' west of Pole 10 on Allegash Trail for service to new home construction at 43 Allegash Trail.
13. A [MOTION](#) to APPROVE the request from the RI State Police for their annual 5K Foot Pursuit" Road Race to be held on Sunday April 30, 2017 from 10:00 a.m. to 12:00 pm, subject to approval of state and local regulations.
14. A [MOTION](#) to RECEIVE and PLACE on FILE the report of surplus property sold on the online auction site, GovDeals.com for the period of July 1, 2015 – July 31, 2016 (13 months). Revenue for this period totals \$11,294.48.
15. A [MOTION](#) to APPROVE an application for a One-Day Peddler's License to Stuart M. Fishman d/b/a Balloons ETC, Westerly, RI on December 4, 2016 for the Festival of Lights Tree Lighting at Gazebo Park, subject to local and state regulations.

OLD BUSINESS:

NEW BUSINESS:

16. A [MOTION](#) to ADOPT a Resolution Authorizing the Town to Issue up to \$14,000,000 General Obligation bonds for the purpose of refunding School Bonds.
17. A [MOTION](#) to APPROVE an additional amount of \$12,500 for the issuance costs and authorize the Town Manager to sign the contracts for the professional services associated with the Bond issuance.
18. A [MOTION](#) to ADOPT the proposed 2017 Narragansett Beach fees.
19. A [MOTION](#) to APPROVE, RATIFY and CONFIRM the re-building of the entire security system database and installation of new door locks in the new SallyPort area as part of the renovation of the Public Safety Complex, completed by Galaxy Integrated Technologies, in the amount of \$11,983.23.
20. A [MOTION](#) to APPROVE, RATIFY, and CONFIRM the Town's participation in the State's Participation Agreement for natural gas with Direct Energy, at their quoted bid price of \$0.4025 per therm for a three-year period.
21. A [MOTION](#) to AUTHORIZE the Town Manager to sign the Master Consulting Agreement with Competitive Energy Services, LLC, the South Kingstown Solar Consortium Agreement, and the Net Metering Credit Sales Agreement with University Solar, LLC.
22. A [MOTION](#) to APPROVE the contract extension for Water Testing and Miscellaneous Water Quality Consulting Services for a one-year period with Rhode Island Analytical Laboratories, Inc., at their quoted prices and rates, under the same terms and conditions as the original contract.
23. A [MOTION](#) to APPROVE the contract extension for General Heating, Ventilation, and Air Conditioning Services for a one-year period with JMB Mechanical, Inc. at their quoted prices and rates, under the same terms and conditions as the original contract.
24. A [MOTION](#) to APPROVE the one-year contract extension for General Construction Services for all departments with Abcore Restoration Company, Inc., at their quoted and adjusted bid prices for a one-year period, ending July 21, 2017.

25. A [MOTION](#) to APPROVE the purchase of Winter Road Salt from Morton Salt Inc. at \$56.25 per ton delivered for both Rock Salt and Solar Salt for the FY 16/17 winter season, per the State of Rhode Island Master Price Agreement.
26. A [MOTION](#) to APPROVE the purchase of five (5) Lifepak 15 Cardiac Monitor/Defibrillators and accompanying service contract from Physio-Control Inc., in the total amount of \$197,806.21, including trade-in of four (4) Lifepak 12 units.
27. A [MOTION](#) to INTRODUCE, READ, PASS, and ACCEPT as a First Reading An Ordinance in Amendment of Chapter 70 the Code of Ordinances, of the Town of Narragansett, Rhode Island, entitled Taxation and Finance. (New Subdivision VII - Tax Credit for Historic District properties).
28. A [MOTION](#) to AMEND the Town's Rules for Commission, Committee and Board Appointments by including a residency clause.
29. A [MOTION](#) to SCHEDULE a WORK SESSION to conduct an interview for a seat on the Planning Board for a five year term to expire on November 1, 2021.
30. A [MOTION](#) to SCHEDULE the annual TC/SC WORKSESSION on the Budget as required by RIGL 16-2-21.3 to December 19, 2016 at 6:30 p.m.

REPORTS FROM TOWN MANAGER:

EXECUTIVE SESSION:

A MOTION to RETIRE to Executive Session of the Town Council at the end of the November 21, 2016 town council meeting in accordance with RI General Laws 42-46-4 to discuss the acquisition or lease of real property for public purpose as in accordance with 42-46-5 (a) (5) and to discuss an update on the RI Laborers District Council –Public Service Employees, Local 1033 Grievance in accordance RI General Laws 42-46-5 (a) (2) appoint Dawson T. Hodgson, Town Solicitor as Clerk Pro Tem.

ADJOURNMENT:

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

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**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____
Amend No. _____

Date Prepared: November 14, 2016
Council Meeting Date: November 21, 2016

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.

- August 22, 2016 HMP - PH Meeting
- August 22, 2016 Work Session Meeting – Library Board
- September 6, 2016 Regular Meeting
- September 19, 2016 Regular Meeting

SUMMARY:

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

**NARRAGANSETT TOWN COUNCIL MEETING
PUBLIC HEARING
AUGUST 22, 2016 MINUTES**

At a Public Hearing Meeting of the Town Council of the Town of Narragansett held on Monday, August 22, 2016 at 6:12 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

James M. Manni, Town Manager

Dawson T. Hodgson, Town Solicitor

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

President Mannix asked for a motion to open the public hearing on the draft Harbor Management Plan. He explained that Michael DeLuca, Community Development Director will address the council as well as Harvey Cataldo, Chair of the Harbor Management Commission.

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

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

Michael DeLuca, Community Development Director addressed the council on the process of drafting the plan and an introduction. He explained that the CRMC (Coastal Resource Management Council) requires the town to have a plan in place and that it should be periodically updated. Mr. DeLuca noted that the town has had a plan in place for twenty years. It was noted that the CRMC Staff has reviewed the draft plan and has given the commission a round of commentary which was included in the plan that is before the council. The Community Development Director explained that once the town council approves the plan it will be sent back to CRMC for an official approval. He noted that the Planning Board also approved the plan stating that it is compliant with the town's comprehensive plan. He noted that the memo from the Planning Board was forwarded to the town council describing their review process and their recommendation for approval with minor text changes.

Mr. DeLuca also informed the council members that the HMP (Harbor Management Plan) contains the Harbor Management Ordinance which will be brought before the town council in the near future. He explained that the ordinance outlines the power and duties and responsibilities of the Harbor Master. He explained that there were four (4) sections of the plan, the overview, the resource inventory, issue identification and the ordinance itself and the issue identification covers four (4) major topics which are: water quality, mooring management, public access and storm preparedness.

Harvey Cataldo, Chair of the Harbor Management Commission addressed the council. He explained that the commission reviewed the plan and mostly removed items such as goals that they have already met and goals that they would never be able to meet. He said they made the plan smaller and easier to read and the main concern was safety and to make it easier for the Harbor Master in his duties.

It was noted that water quality was a goal and with policies in the plan it would improve water quality through continued regulation of development within 150 coastal waters as well as implementation of the town's stormwater management regulations. The plan encourages actions to improve water quality through the installation of best management practices and other measures to reduce stormwater runoff.

Mr. Cataldo reviewed the Mooring Management update noting that there was not much change in that section. However, it was suggested to increase the mooring waiting list fee from \$5.00 to \$50.00. He noted that it was to actually save the town money and not

to make money. It was noted that it was a long and time consuming process for the Harbor Master to weed out people on the waiting list. It was believed that the applicant would keep in contact with the Harbor Master better if the fee was \$50.00 rather than \$5.00.

Kevin Connors, Harbor Master addresses the council on the mooring waiting list and noted that it was better for smaller boat owners than larger boat owners to move up on the list. He also explained that people may not want the mooring that came available and would have to wait longer for the one that they would prefer.

A discussion ensues on aquaculture and the demands on the ponds as well as a growing demand on pleasure boats and seasonal activities. It was also noted that the aquaculture business was approaching capacity however rules and regulations were now in place.

A discussion also ensues on dredging the channel as well as the Coast Guard proposing to remove all buoys out of the ocean from October 1st through May. It was noted that dredging will only be done if it was a commerce fishing area.

Harvey Cataldo discussed the “no wake zone “in the salt pond, Jerusalem area and the Narrow River.

Harvey Cataldo discussed the public access areas in the plan. He noted that there were over 90 public and private rights of ways, including CRMC designated ROW's that exists in Town. He explained that the Conservation Commission oversees the public access that has been designated as "Adopt a Spot". Mr. Cataldo commented on the kayak ramp at the Sprague Bridge and how the town was never informed that it would be constructed as it was a Fish and Wildlife Project of the federal government. He said they never would have approved that location.

James M. Manni, Town Manager questioned what the turnover rate was for a three year period or a one year period on the 300 moorings.

Kevin Connors, Harbor Master responded that it was difficult to determine as it was economy driven however since he has been in position there hasn't been much of a turnover. Mr. Manni asked how many people came off the list in one year. It was noted that 25 people came off the list for the current year which totals 40 to 50 people on the list. Kevin Connors, Harbor Master said the \$5.00 fee doesn't cover calling the people or mailing them to inform them that they are almost done with the 3 year waiting period. He said it was their responsibility to see where they were on the list.

Harvey Cataldo went on to discuss the fines and noted they had not been changed in many years and they were as low as \$10.00 and \$20.00. An example of violation would be failure to stop for the Harbor Master or a police boat, or speeding and reckless operation.

A discussion ensues on the age of the Harbor Master's boat and the process to purchase a new one to replace the 35 year old boat. It was noted it should be a capital project and not in the Harbor Management Plan.

Harvey Cataldo then went on to discuss storm preparedness and noted that the town's plan has been incorporated into the Harbor Management Plan.

Mr. Cataldo reviewed the noteworthy changes in the Plan such as the removal to the references to Anchorage Areas and a boat owner has the right to anchor anywhere they chose.

Councilor Wilkens suggested adding to the plan a goal to repair/rebuild or maintain the Harbor of Refuge Seawall and setting up a transit mooring field.

Harvey Cataldo remarked that the commission is working on stormwater quality, looking at chemical fertilizers and chemicals that kill grubs. He said all of the estuaries are nurseries and if there is no nurseries there will be nothing for the fisherman to catch and

bring back. They will be working on transit moorings and hope to go public/private. He said they would build on the trolley system. Mr. Cataldo said the commission will be working on the causeways and oyster restoration in Champlin Cove as the oysters filter the waters.

Matthew Mannix commented that the next step would be the ordinance that is in the Plan which would go before the council for adoption.

Michael DeLuca reminded the council that CRMC would still have to approve the plan after the town council.

Matthew Mannix advised that the ordinance would go before the council first and then newly revised Harbor Management Plan will go before the council after the adoption of the ordinance.

The public was asked for comments and the following speak.

Richard VanGermeersch

Raymond Ranaldi moved, Patrick Murray seconded and it is unanimously so voted to CLOSE the PUBLIC HEARING.

Susan Cicilline-Buonanno aye, Raymond A. Ranaldi aye, Patrick W. Murray aye

Christopher Wilkens aye, Matthew M. Mannix aye

ADJOURNMENT:

The meeting adjourns at 7:31 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.

**NARRAGANSETT TOWN COUNCIL
WORK SESSION MEETING
WITH THE LIBRARY BOARD
AUGUST 22, 2016 MINUTES**

At a Work Session Meeting of the Town Council of the Town of Narragansett held on Monday, August 22, 2016 at 8:01 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
James M. Manni, Town Manager
Dawson T. Hodgson, Town Solicitor
Jeffrey Ceasrine, Town Engineer

Also in attendance at the work session was Laurie Kelly, Chair of the Maury Loontgens Memorial Library Board and Patti Arkwright, Librarian as well as board members:

Gail S. Shields, Ann S. Sullivan, Gloria M. Roman, Karen Shabshelowitz,
Nancy J. McKenna and Ellen R. Kooima.

Matthew M. Mannix, President called the work session meeting to order with the Library Board of Trustees to discuss matters related to the proposed Library Building Project. He commented that it has been a long time in discussions on the project. He said the next steps where what has to be done to receive the reimbursement from the state and what are

other hoops that have to be done as well as appointing an oversight committee for the proposed project.

Laurie Kelly Chair, Maury Loontgens Memorial Library Board addresses the council on the request for a new library. She reviewed a timeline of the project with the Council noting that it has been going on since 2008. She explained that the library building consultant did review the Belmont Property which had not been done will prepare an updated report for the project and what would be needed. She spoke of the additional parking spaces that were available in the Belmont property compared to the current location. Ms. Kelly explained that the Office of Library and Information Services/State of RI also known as OLIS has reviewed the Library's draft plan without much comment on the plan. She said if the bond passes by the voters in November the next step would be to select and acquire the site. She said a purchase and sales agreement would be needed to be prepared/reviewed by the Town Solicitor and Town Council. She said there would probably be some contingencies with the building. She noted that the cost estimator of the project had mentioned that the HVAC system should be checked as the building has been empty for years. She said then an architect would need to be selected and the State of Rhode Island has a list to choose from to use to send the bids. The Architect would then come up with a design and cost estimates and that would have to be approved by OLIS and then a contract would be given. She noted that the construction crews would also have to be approved by OLIS. She said the state program has a maximum of 50%

reimbursement however she believed the majority projects that have been done have received 40% reimbursement. It was noted the town's numbers would be used for a 40% reimbursement. It was also noted the Library was going through the statement program because of the reimbursement over a 20 year period. Laurie Kelly advised that the Library Board would be fundraising and applying for grant funding and getting money from foundations. She said they believe that they will receive about One Million Dollars from Foundations and then there was the money for selling the current building.

Patti Arkwright advised that two new staff members would be anticipated to hire such as new program manager and an IT person.

Laura Kelly said there would be new site lines and cameras to view the areas of the library.

Ms. Kelly said once the project has begun with OLIS it has to be completed within three years according to OLIS.

Councilor Buonanno inquired if the Board had a marketing plan for support for the bond question on the ballot in November.

Laurie Kelly advised that signs have been ordered and received, the kick off campaign was held at the Towers, the website will have an information page on the project and they will be meeting with town committees such as PTO's and Historical Preservation Society etc. She noted that sending mailers was an expensive way to go and they were not going that route.

Matthew Mannix, President summarized the steps of the 40% reimbursement, approval of bond by voters, continued meeting with OLIS, and then the council would approve the cost up to \$5.8 for the project and the signing of the document with the state.

Laurie Kelly also pointed out the purchase and sales agreement would need to be negotiated and signed.

Raymond Ranaldi questioned if the figure was really \$5.8 and that figure needs to be discussed with the public as that will be the question from the public. He asked if the number was \$5.8 or was that what has to be raised for the project.

Laurie Kelly said that was the limit for the Bond however it would depend on what the Architect proposes. She said she views it as the Library has to fundraise or private and foundations commitment.

Raymond Ranaldi said the people are going to be questioning the amount and he believes the library board members should be honest with the people on the project.

A discussion ensues on the school athletic field complex project and costs overages.

Councilor Christopher Wilkens advised that current library building should be projected of what the vision should be for that building. He said that public entity should be changed to a private entity and would revitalize the Pier. He said he would love a corner market there. He said it should be a vibrant area and not a government center.

James M. Manni, Town Manager spoke of the impact on the tax rate as that is what drives any decision. He said if it was based on the average price of a home of \$450,000 would be an increase of \$40.00 a year on the full bond amount of \$5.8 Million Dollars. He then said if it was figured on 60% liability for the town it would be a \$25.00 increase on the life of the bond for a \$450,000 home.

Resident Richard VanGermeersch questioned if the tax loss of the Belmont property was included in those figures.

The Town Manager advised that they were not however he would have the Finance Director figure that into the equation.

Laurie Kelly spoke of the new library in the Town of Tiverton and the foundations that supported it and hoped this Board hopes to go forward with the same foundations for money.

Town Solicitor, Dawson Hodgson spoke of meetings with the Gilbane Company and explained that nothing could be done until after the election.

Patrick Murray advised that a commercial appraiser should be hired to appraise the Belmont Property.

Karen Shabshelowitz, board member questioned what the Plan B was if the bond passes but the town and Gilbane cannot come to an agreement.

The Town Solicitor explained that the next town council will have the authority to purchase a library anywhere within the town. He said the bond does not commit the town to that location. He said all of the diligence has been predicated on that strategic decision on the consensus of amongst those parties thus far. He said the next council has the authority if the bond passes to utilize those proceeds and build a library where it is proposed or at a better location if it is determined that it is workable or not build it at all.

He said the exercise is to give the people of the town a clear idea of where the diligence on the project is and he did not want the comments to be construed that it is simply a blank check for the bond issue it is based on the analysis of this site but nothing will change the fact that democracy dictates after November the five people will make the final policy and certain determination on where and how it goes.

Resident Richard VanGermeersch spoke on the census and bond debt and all liability debt and a property committee to oversee the project.

Matthew Mannix said the finance committee can set up a work session if they believe it is needed.

A discussion ensues on appointing a building committee to oversee the project. The council believed the appointments should be made after November. Laurie Kelly commented that she hoped the council allowed the board the input on the appointments.

ADJOURNMENT:

The meeting adjourns at 8:57 p. m.

ATTEST:



Anne M. Irons, CMC, Town Clerk

MINUTES ACCEPTED
AS PRESENTED/AMENDED

Anne M. Irons, CMC, Town Clerk

**NARRAGANSETT TOWN COUNCIL
REGULAR TOWN COUNCIL MEETING
SEPTEMBER 6, 2016 MINUTES**

At a Regular Meeting of the Town Council of the Town of Narragansett held on
Tuesday, September, 6, 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

James M. Manni, Town Manager

Dawson T. Hodgson, Town Solicitor

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

APPROVAL OF MINUTES

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to approve the March 21, 2016 Regular Meeting as presented.

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 approve the March 28, 2016 Work Session Meeting as presented.

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously
so voted to approve the March 28, 2016 School Budget Public Hearing Meeting as
presented.

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously
so voted to approve the April 4, 2016 Regular Meeting as presented.

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

ANNOUNCEMENTS/PRESENTATIONS:

Matthew Mannix announced that Item #26 will not be heard at this meeting as the town
received a petition requesting a public hearing be held regarding the Adoption of 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)

OPEN FORUM:

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

John Miller spoke of his concern of property located at 20 Rockland Road as they have graveled the front yard for parking; Richard Van Germeersch reminded everyone that the primary will be held on September 13th. He said the town should do better in future and someone needs to take charge so that every candidate has a chance before the primary.

He also spoke on the work session that was held with the library board on the proposed new library. He said there was little designing function done on the library. He believed

there were serious design constraints due to the piece of property where the proposed

library will be; Meg Rogers spoke on the fatal day of 911 and how Americans should never forget. She spoke against of a local council candidate holding a campaign

fundraising on September 11, 2016 and she asked him to cancel his event; Catherine

Celeberto thanked Councilmember Patrick Murray for helping a resident in need;

Jeff Dentler thanked the council for including scheduling a work session with the Ad Hoc

Committee on the agenda. He asked the council to also look into the special use process and procedures regarding having more than 4 unrelated people living in the same home.

He asked the council to either form another Ad Hoc Committee or consider the former

Ad Hoc Committee to look at the special use ordinance and to bring a recommendation to

the council; Carol Stuart spoke of the event held at the Narragansett Library to meet the

council candidates and she spoke to a candidate on civility and that there was a lack of

civility in the council chambers. She said there was no reason for the lack of civility in writing letters to the editors also. She remarked that members of a committee should also not write letters to the editors and should only write the letters as a resident;

Paul Zonfrillo spoke of an event for Sunday by the Platinum Entertainment Group that will be busing URI students to Paddy's Pub out of town. He believes the town is legitimizing binge drinking by allowing it to happen. He asked if anything will be done to stop it as people are being picked up on public streets; Steven Ferrandi asked the council to stop the event and to look to stop any future events. He said it borders as a pub crawl. He said it needs further study and more enforcement;

PUBLIC HEARING:

A PUBLIC HEARING for text revision of Section 7.3 (Accessory Structures and Uses) and 7.6(f), (Fences) of the Zoning Ordinance of the Town of Narragansett.

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

The Community Development Department originally submitted a proposed text revision for each of these sections of the Zoning Ordinance as part of the "omnibus" regulatory changes in 2015. Following review by the Planning Board at two separate meetings, these proposed amendments were removed for more in-depth deliberations.

Draft 2 of each proposal was brought to the Board in May resulting in one last set of minor revisions. On June 21, 2016, the Planning Board reconsidered the two sections

with final revisions, and voted unanimously to recommend approval and transmittal to the Town Council for public hearing.

Section 7.3 of the Zoning Ordinance entitled Accessory Structures and Uses, is amended by incorporating the wording and designations below in place of the specified subsection:

ORIGINAL TEXT

- (1) *Restrictions.* Accessory buildings and structures may be permitted in all zones. The combined coverage of all principal and accessory buildings and structures located on a lot shall not exceed the applicable maximum building coverage requirements prescribed in the Table of Dimensional Regulations in [section 6.4](#) (or [section 6.5](#) for legal substandard lots of record) of this ordinance.

PROPOSED TEXT

- (1) *Restrictions.* Accessory buildings and structures may be permitted in all zones. The combined coverage of all principal and accessory buildings and structures located on a lot shall not exceed the applicable maximum building coverage requirements prescribed in the Table of Dimensional Regulations in [section 6.4](#) (or [section 6.5](#) for legal substandard lots of record) of this ordinance.

Accessory buildings and structures not greater than 144 square feet in floor area and not more than 13 feet in height, measured from the average natural grade at the base to the highest point of the building or structure, shall be set back as distance at least equal to 1/3 of the side yard and rear yard dimensions specified in the Table of Dimensional Regulations in Section 6.4 of this ordinance. Such accessory buildings and structures shall comply with the front yard setbacks specified herein.

An accessory building or structure greater than 144 square feet in ground floor area or greater than 13 feet in height shall comply with the required front, rear, and side yard dimensions specified in the Table of Dimensional Regulations, and shall be

limited in height to a maximum of 18 feet measured from the average natural grade at the base to the highest point of the building or structure.

An accessory building or structure over 1,500 square feet in ground floor area or greater than 18 feet in height shall constitute a special permit use and shall require site plan review and approval in accordance with the provisions of Section 18 of this ordinance.

Accessory buildings and structures of up to 80 square feet in floor area proposed for location on sites with non-confirming primary uses shall be exempt from the public hearing requirement of Section 11.3, provided no dimensional relief from setbacks or coverage is required.

Purpose: Returns 3 paragraphs inadvertently omitted in a 2007 amendment and one paragraph omitted in a 2008 amendment.

Section 7.6 of the Zoning Ordinance entitled Supplementary Lot and Bulk Regulations

ORIGINAL TEXT

(f) Fences. The minimum front, side, and rear setbacks of this ordinance shall not apply to fences. All fences shall be constructed with the finished side facing outward and shall be no more than seven feet in height.

PROPOSED TEXT

(f) Fences and Walls. The minimum front, side, and rear setbacks of this ordinance shall not apply to fences or walls that are installed for the purpose of delineating property bounds or to separate one area of a yard from another. All fences shall be constructed with the finished side

facing outward and no property line wall or fence shall be more than seven feet in height. Walls installed for the purpose of retaining an existing or proposed area of higher grading shall not be allowed along the property boundary, but rather shall be set back a distance from the nearest lot line equal to or greater than the measurement of its highest elevation. All retaining walls

exceeding 3 feet in height must be designed by a licensed engineer and approved by the Town Engineer prior to issuance of a permit to fill and/or to construct on the property.

Purpose: Differentiates property line walls from retaining walls and creates a setback standard to ensure proper visual buffering

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

Michael Deluca, Community Development Director addresses the town council on the proposed amendments. He explained that there were two sections to be amended in the Zoning Ordinance. Section 7.3 covering accessory structures and uses and Section 7.6 (f) addresses fences. He explained that the two amendments were part of the previous omnibus zoning amendments that were before the council a few months earlier. He explained that the Planning Board removed the two from the omnibus as it was felt they needed more in-depth discussion and research on the part of the staff. The staff worked on the amendments and then it was before the Planning Board for review and discussion. He said the Planning Board did approve the amendments. The recommendation was in the town council packet.

It was noted that the Section 7.3 was amended in 2007 and a section was eliminated in error that was not intended to be deleted and then again in 2008 another amendment was done and a section was deleted in error.

Mr. Deluca then spoke of the changes in the accessory uses noting that sheds and garages less than 144 square feet would be allowed to be closer to the side yard and the rear yard lines than a primary structure would be required. He then reviewed the accessory structures greater than 144 square feet noting that the height was limited to 18 feet and over 18 feet a site plan review was needed. Small sheds that were 8 X 10 did not need a public hearing.

Mr. Deluca explained that Section 7.6 was a result of a contentious application in the Bonnet Shores neighborhood where a wall was built which was a retaining wall on three sides of the property which left three neighbors looking at a very imposing concrete wall. Due to that issue the amendment was proposed. Fences would stay the same; however a wall that would retain fill would have to be set back from the property line a distance at least equal to its highest height and space would be needed for landscaping. Also any wall that would exceed three feet in height to be designed by an engineer and approved by the town engineer.

Mr. Wilkens suggested a vegetative buffer be required to hide big concrete masses in the neighbor's yards. He also questioned if other towns were used as a gauge for the amendment.

Mr. Deluca remarked he could add language regarding landscaping and he did review other communities zoning ordinances

Proponents and Opponents are called and no one spoke from the audience.

It was noted that walls were not included in the zoning ordinance only fences were in the ordinances.

A discussion ensues on the proposed height of the wall only being 3 feet and it was suggested that 4 feet in height would make better sense.

The council will weigh in on the amendment after the town engineer reviews changing the size of the wall from 3 feet to 4 feet.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to CONTINUE the PUBLIC HEARING to October 3, 2016 at 8: p.m.

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

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

PLEASE SEE STENOGRAPHER TRANSCRIPT FOR MORE DETAILS

CONSENT AGENDA:

The consent agenda is voted on with one motion.

- 1. A MOTION to APPROVE the F.I.R.M triathlon for the South County YMCA scheduled for Sunday September 18, 2016 from 9:00 am to noon 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

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

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 the list of Motor Vehicle abatements in the amount of \$260.85.

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 ACCEPT a reimbursable grant award of \$3,500.00 from the Rhode Island Association of Fire Chief's Foundation Inc. (R.I.A.F.C) and AUTHORIZE the Town Manager to sign acceptance of said grant.

ACCEPTED & 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

5. A MOTION to APPROVE the Water Rescue Awareness & Operations Training program funded by a reimbursable training grant from RIAFC, to be completed by Ocean Rescue Systems, in the amount of \$3,500.00.

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 the purchase of miscellaneous surf rescue equipment for the Fire Department from Shipman's Fire Equipment, in the total amount of \$6,882.00.**

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

- 7. A MOTION to APPROVE a one-year contract extension for ADS Pipe with HD Supply Waterworks at their bid prices for a one-year period, ending June 30, 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

- 8. A MOTION to APPROVE a Class F-1 Alcoholic Beverage License for the Friends of the Narragansett Historic Towers, Inc., for September 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

- 9. A MOTION to APPROVE a Class F Alcoholic Beverage License for Narragansett Storm, Inc., for September 17, 2016 at the Community Center, 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

**10. A MOTION to APPROVE a Class F-1 Alcoholic Beverage License for the
Narragansett Firefighters Union, Local 1589 for October 1, 2016 at the Dunes
Club, 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

**11. A MOTION to APPROVE a Miscellaneous License application for a One Day
Peddler License for September 10, 2016 to Jeff Farrell d/b/a Sunset Farm of
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

**12. A MOTION to APPROVE a Miscellaneous License application for a One Day
Peddler License for September 10, 2016 to Michelle Fabricourt d/b/a Kiki's
Ice Cream LLC of Exeter, 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

**13. A MOTION to APPROVE a Miscellaneous License application for a One Day
Peddler License for September 10, 2016 to Gerald Fortin d/b/a Simply
Natural, LLC of 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

OLD BUSINESS:

None

NEW BUSINESS:

14. A MOTION to AUTHORIZE the Town Manager to sign Change Order, # 004, in the amount of \$24,669.12.

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

This approval allowed payments to be released to Bentley Builders, as approved by the School Department and Gale Associates, Inc. (awarded vendor for design services and services during construction). In addition, on December 7, 2015 the Town Council authorized the Town Manager to sign change orders not to exceed \$10,000 without Town Council approval. Change Order #4, represents the final change orders for the Bentley contract. These change orders were previously approved by our Building Committee and our architects, Gale Associates, Inc. The projects, all costing under \$10,000 individually, were completed during the course of construction with the exception of the plaza area grading/paving. Bentley obtained a firm price from the subcontractor last week and this amount is included in this change order.

The AIA Document specifies the projects which were changed. They will be paid for from the contingency which was part of the original budget. Almost all of the work has been completed except for a few projects that the School Department will complete in the fall or next spring (more fencing, a storage shed, signage, landscaping). These projects

are not part of the scope of the \$1.8 million town bond, nor the original construction project, and will be paid for with school department funds.

NCAC Building Committee Co-Chairs Tom Furey and Mark Shovlin will join Director of Finance and Administration Karen Hagan and me at the Town Council meeting to answer any questions you might have.

Kathy Sipala addresses the council and introduces the two Co-Chairs. It was noted that all the work was done earlier in the project but they were waiting on the grading and paving to be completed in order to submit the all the changes orders together.

Thomas Furey noted that there is one final item to be completed and that was protective screening at the bleachers. They were still negotiating that item and it was estimated to be \$10,000.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to AUTHORIZE the Town Manager to sign Change Order, # 004, in the amount of \$24,669.12.

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

15. 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. (Classification Combination)

Currently the Tax Assessor classifies all ratable property in four classes. I propose the town council combines, Class 2 the commercial and industrial real estate, with the residential real estate which would be identified as Class 1. The ratable tangible personal property would be known as Class 2. And all motor vehicles and trailers subject to the excise tax created by Chapter 34 of Title 44 of the General Laws would be recognized as Class 3. By combining classes, all commercial, industrial and residential real estate or more, would no longer be taxed at 150%. Also the Tax Assessor would no longer have the need to allocate a percentage of each allocation for real property that is used for more than one purpose. If council wishes to schedule a public hearing for the second reading of the ordinance please do so.

Patrick Murray moved, Raymond A. Ranaldi seconded and it is unanimously so voted 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. (Classification Combination)

Patrick Murray gives a brief history on the commercial rate tax that was implemented in 2003. He noted that the commercial rate was 150% of the resident rate. He explained that it was done to the fact that it was difficult to evaluate the true value of the commercial property. He said due to improved technology the town can evaluate and assess commercial property more efficiently. Mr. Murray said the proposal was to go back to one tax rate for both the commercial and residential for an equitable and level playing

field based on assessments only. He said many commercial properties are seasonal and they are fairly and over burden with property taxes. He said he was trying to create an environment for growth, jobs and revenue. He said it was to update some of the town's tax policies that haven't been done in years.

Raymond Ranaldi remarked he was in favor of the single tax rate and everyone will be treated fairly. He said problems still exist in regards to equitable assessment and that needs to be worked on. He said if the town has to go to a homestead to work on that to place a band aid on it for a few years and the issue is not more than 5 to 10%. He said he wants the town to work on property assessments to go with a single tax rate. He suggested that a public hearing be scheduled to listen to the public.

Christopher Wilkens commented that he had been a proponent for a combined tax rate for some time. He said there was always a single tax rate from 1888 up to 2003. He said to charge the business 150% more than residents is impractical and was more of a property use tax and it was charging the use of the property more than the value of the property. He said a tax rate should be fair for everyone. He said if the council wants to combine a public hearing with a second reading he would agree.

Susan Cicilline-Buonanno said she was not in favor until she hears from the people. She said the council should hear from the people and know the numbers.

Matthew Mannix commented that public comment can be made tonight however, there was no procedural problem having a public hearing on it.

The following residents spoke: Paul Zonfrillo, Richard VanGermeersch, Raymond Kagels, Harry Schofield, Gerry Fortin, Winn Hames and John Miller, Joe Paglia, Justin Skenyon, Carl Marchand and Chris Laccinole.

Matthew Mannix speaks on keeping the tax burden low and notes the tangible has been amended to help the small businesses. He said during budget time he often says to keep the rate low for all residents. He reviewed other tax rates in neighboring communities. He said if this was done it would be raising taxes on the residents. He said this should be done during the budget season. He said the money would have to come someone where and there has been no talk on cuts.

Raymond A. Ranaldi moved, Patrick Murray seconded and it is so voted to schedule a public hearing and a second reading to October 17, 2016.

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

Matthew Mannix asked for a vote on the First Reading and the vote was as follows:

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

16. A MOTION to SCHEDULE a WORK SESSION with the Rental Registration Subcommittee of the URI Ad Hoc Committee.

That the council schedule a work session with the Rental Registration Subcommittee at which the chair of the subcommittee will provide a more detailed explanation of her subcommittee's recommendations. The council spent at great deal of time on the recommendations of the Zoning Subcommittee, which delayed any interaction with the other two subcommittees. Now that our new town manager has been sworn in, we have an opportunity to review the recommendations of the remaining subcommittees of the Ad Hoc Committee.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to SCHEDULE a WORK SESSION with the Rental Registration Subcommittee of the URI Ad Hoc Committee to November 28, 2016 @ 6:30 p.m.

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

17. A MOTION to APPROVE the contract extension for one additional cleaning in 2016 for Pump Station Wet Well Cleaning with Wind River Environmental, in the amount of \$23,509.00.

The original bid included the annual cleaning of the wet wells at the Wastewater Division's twenty (20) remote sewage pump stations, the pump station at the Beach Clubhouse, and the influent wet well at the Scarborough Wastewater Treatment Facility.

The bid included a stipulated allowance of \$750.00 for grease disposal, which has to be handled separately from other waste. This work is typically performed annually during the fall and/or winter months, and is an important preventative maintenance task, as solids and grease in the wet wells (the "holding tanks" at each pump station) can clog or cause undue wear on the sewage pumps. The Town does not have the necessary high lift suction truck or the State waste hauling license necessary to perform this work in-house.

Town Council awarded the original bid to Wind River Environmental on October 19, 2015 which covered the wet well cleaning in 2015. The vendor has agreed to hold their pricing for an additional year (and cleaning) with all of the terms and conditions of the contract remaining the same. Funding is available in the Wastewater Fund Account #0032 50628, Pump Station Repairs.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE the contract extension for one additional cleaning in 2016 for Pump Station Wet Well Cleaning with Wind River Environmental, in the amount of \$23,509.00.

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

18. A MOTION to APPROVE Contract Amendment # 4 with the RT Group Inc., for supplemental engineering services and services during construction assistance for the Scarborough Wastewater Treatment Facilities (WWTF) Flood Proofing Project, in the amount of \$201,541.30.

On June 2, 2014, following a competitive procurement process, the Town Council awarded a contract to the RT Group, Inc. in the amount of \$19,700.00 for Preliminary Design Services related to the Scarborough WWTF Flood Proofing Project. The initial scope of work (Phase 1) was to identify potential flood proofing options based on design and sustainability criteria, and provide cost estimates for same, as well as permitting requirements. The Phase 1 Scope of Work was as follows:

“The required Scope of Work under this contract will include four phases: Phase 1 - Survey and Preliminary Design; Phase 2- the preparation of Final Design plans and specifications (and regulatory permits), ready for bidding; Phase 3 - Bidding Services; and Phase 4 - Administrative Services during construction, all as are necessary to support the complete construction of the proposed improvements.

A. Phase 1a: *Survey and Preliminary Design services shall include all necessary field survey, soil borings of sufficient number to appropriately classify the underlying soil conditions, and technical research necessary to develop a matrix of up to six (6) potential flood proofing design options.*

*B. Phase 1b: Schematic design drawings of said option(s) selected by the Town for further investigation, calculations, and draft specifications along with a **probable estimate of construction cost for each selected option**. Also included in this phase will be the development of a construction sequence plan and time line.*

The Phase 1 work has been completed, and we have reviewed and recommended an alternative to pursue for further design, permitting, and ultimately, construction. The selected alternative includes driven steel sheet piling, protected by an earthen wall with stone rip rap, a poured-in-place concrete wall in areas where it will be impractical to drive sheeting, and dewatering pumps connected to a piping network. A storm water quality system is also included (as a CRMC permit condition).

On May 4, 2015, the Town Council approved a Contract Amendment (# 1, in the amount of \$74,786.00) that authorized the RT Group, Inc. to proceed with additional engineering design services that were necessary to prepare the draft plans and specifications for bidding, and for the draft submissions to the various Federal and State regulatory agencies. This will be a complicated environmental review and permitting process – the work is located in a flood zone, which triggers US Army Corps, FEMA, RIDEM, and CRMC permitting. We have also petitioned FEMA for a Letter of Map Amendment (LOMA) for the property, which means that we are asking them to alter the federal flood zone boundary once the work has been completed. It also has positive property insurance implications. This is critical to our long range plans at this site – we wish to construct a

Headworks Building in future years, which cannot be done within the current designated federal flood zone. However, once the proposed flood proofing wall is in place, if FEMA alters the flood zone boundary, we can construct our new building. Part of that contract amendment fee was for the specialized engineering flood zone computer modeling that is required to request a flood zone alteration.

The specific work tasks associated with the first contract amendment included:

1. CRMC Permit pre-application work – meeting with State officials to determine the appropriate supporting materials that will be required in order to move forward with the formal permitting process, and
2. Detailed design engineering (past the preliminary stage) , and
3. Preparation of plans and specifications up to the 90% level (this is the threshold for submittal to the various regulatory agencies – final design for bidding will be under a separate amendment once the regulatory review has been completed), and
4. Letter of Map Amendment computer modeling, preparation and submission of LOMA application, and response to federal review comments.

The second Contract Amendment (approved December 7, 2015, in the amount of \$15,848.25) was for the final regulatory permitting steps, and reflected the numerous meetings and re-designs that were necessary to complete the Federal and State permit applications. It also included an allowance for our upcoming public presentation to the full Coastal Resources Management Council. There are several key items to note – this project will be one of the first, if not the first major construction project in Rhode Island

to be reviewed by CRMC with a sea level rise design factor included. While there are still differing opinions as to the correct science to apply to this issue, there seems to be little doubt that sea level rise is occurring, and CRMC included it within their review comments. This led to additional design costs that are reflected in this Contract Amendment, and will increase the construction cost as well.

Also, under the current FEMA regulations, we have to pay a Federal permit application fee (note that State CRMC permit fees are waived for public projects) of \$7,250.00 plus \$60 per hour for FEMA staff review time (to be determined as the review process is underway). There will be another FEMA permit fee for the actual flood zone map amendment once the construction work has been completed.

During the CRMC review, Save the Bay filed a formal objection to the project, requesting that the proposed seawall be located further inland, to, in their opinion, better protect the shoreline from wave impacts that would reflect off the wall. The RT Group and this office spent a considerable amount of time answering this opinion letter, as it is part of the formal record at CRMC. This was ultimately resolved (with the dismissal of the objection) during the March 8, 2016 CRMC public hearing. CRMC then approved the project as submitted.

It should also be noted that this engineering design work was necessary in order to continue our pursuit of the CDBG DR grant for this project (reference the Public Hearing held at the March 16, 2015 Town Council meeting). Contract Amendment #3 (approved March 7, 2016, in the amount of \$34,945.00) was for the final design, the preparation of

plans and specifications for bidding, copies of bid documents for distribution, and

bidding services (answering questions from bidders, issuing addenda, reviewing bids, and making a formal bid recommendation). That work was completed with the review of the bids that were received on July 14, 2016.

The Contract Amendment (#4, in the amount of \$201,541.30) is for the following tasks:

- Supplemental engineering design work required by FEMA to support our request to (ultimately) remove the site from the 100 year flood zone, once the construction has been completed. As referenced in earlier reports, the removal of the flood zone designation from the site will help us with property insurance coverage, and will also allow us to do future site improvements that would otherwise be prohibited (certain construction work within a flood zone is not allowed). For example, in two (2) years, we are planning on the construction of a headworks building and odor control system. We could not construct that now, given the flood zone regulations – after the construction of our flood proofing project and the FEMA map amendment, we would be outside of the FEMA regulatory process. The amount of this Contract Amendment attributable to this task is \$10,900.00.
- Services During Construction (SDC) – It is customary to use the same firm that designed a project such as this to preform services during construction work (to supplement what the staff can provide internally). The sub-tasks here include the following:

- Final revisions to the contract documents to reflect the questions and clarifications raised during the bidding process.
- Reviewing contractor submittals for materials and methods, schedules, and payment requisitions.
- Reviewing and responding to contractor requests for information, interpretation of documents, and clarification.
- On-site project representation for construction observation and inspection work (note that we do not have anyone internally that we can assign to this task). This is the largest component of this SDC group, representing full-time on-site construction inspection for the project. This is critical for not only quality control, but to accurately record all of the materials used, pile lengths, cubic yards of concrete poured, etc. for reconciling the monthly payment requests. We expect this sub-component to take roughly eight (8) months.
- Attendance at pre-construction and then periodic construction meetings.
- Change Order review and negotiation.
- The amount of work estimated to be needed for this task is \$190,641.30.

After review, the staff believes that Contract Amendment # 4 as described above is appropriate and necessary for the successful implementation of this major and complex construction project. We have been well satisfied with the RT Group's work to date, and

will continue to supplement their work with our own staff. What is important to note is that the scope of work for the Services During Construction phase includes full-time resident engineering inspection. This project is technically complex in that the contractor will be driving sheet piling and excavating for a poured-in-place concrete wall at an active treatment plant site, with a number of active underground utilities in the same proximity. While it can be customary to look at the Services During Construction on a percentage of the construction cost basis, that is not applicable here. To our benefit, we had an extremely aggressive bidding climate, and all ten (10) bids that we received came in well below the estimated cost. However, the level of work required for SDC is still the same, regardless of the construction price – it is more a function of the scope of work.

The next project steps (Spring 2017) will be to purchase four (4) trailer-mounted pumps to control storm water behind the seawall, and formally petition FEMA for a map amendment. This last step cannot be done until the final as-built survey information for the seawall has been recorded. Funding is available in the Wastewater Enterprise Fund Capital Projects Account #0032 50617, Scarborough Flood Proofing. On a related funding note, we have received confirmation of a CDBG Disaster Recovery (DR) grant for \$1 million that can be applied towards the construction phase of this project. From an overall project cost standpoint, with the low construction bid that was recently awarded, the confirmed grant, and these costs, we are still significantly below the project estimate from two (2) years ago.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE Contract Amendment # 4 with the RT Group Inc., for supplemental engineering services and services during construction assistance for the Scarborough Wastewater Treatment Facilities (WWTF) Flood Proofing Project, in the amount of \$201,541.30.

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

19. A MOTION to APPROVE an agreement formalizing the existing relationship with the Friends of Canonchet Farm.

Since the acquisition of the Canonchet Farm property, the Town of Narragansett has benefited from the work and support of Friends of Canonchet Farm (FOCF, or Friends), a 501(c) (3) non-profit corporation, in the stewardship of Canonchet Farm.

Examples of this service include raising funds and organizing volunteers to supplement the work of the town. FOCF participates in environmental cleanup activities such as removing asphalt, cleaning up the dump site, post-storm cleanup activities after Sandy, invasive plant removal, and planting for habitat restoration.

The Friends maintain and improves the existing trail system in conjunction with providing the primary source of educational opportunity on the property, organizing volunteers to conduct walks and tours, publish brochures and maps and educational signage.

FOCF and the Parks & Recreation Department now seek to formalize this relationship for several reasons. FOCF believes this will improve their own organization and its mission to assist with Canonchet Farm stewardship.

Specifically, this contractual agreement allows for an accurate assessment and assignment of responsibilities, empowers FOCF in its efforts to obtain private fundraising and grants for Canonchet Farm, and secures the continued function of the organization.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE an agreement formalizing the existing relationship with the Friends of Canonchet Farm.

Steve Wright addressed the council saying it was a win win situation for the town.

Thomas Fortier, Friends of the Canonchet Farm addressed the council.

Residents Patrick Brady, Richard VanGermeersch, Rosemary Smith, Kathy Kelleher all speak.

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

20. A MOTION to APPROVE the request from the Narragansett Bay Wheelman for their Sunday Bicycle Ride to be held on October 16, 2016, subject to approval of state and local regulations.

The Narragansett Bay Wheelman group is requesting permission to conduct their Sunday Bike Ride on Sunday October 16, 2016 and use Domenic Christofaro Park for parking for 60-70 participants from 9:30 to 2:30 pm. The Bike ride is being conducted through multiple towns. Police, Fire and Public Works Departments have approved this ride. Liability Insurance naming the Town of Narragansett as “additionally insured” will be provided prior to the event.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to APPROVE a new request from the Narragansett Bay Wheelman for their Sunday Bicycle Ride to be held on October 16, 2016, subject to approval of state and local regulations.

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

21. A MOTION to RECEIVE and ACCEPT the Rhode Island Energy Challenge Grant Award in the amount of \$5,000 and APPROVE the expenditure of said funds. On March 7, 2016 the town joined the Rhode Island Energy Challenge to be the next Energy Champion by involving town departments, involving volunteers, engage organizations and businesses, hold public events and by having 5% of the households join in reducing energy use.

Malinda Howard, Senior Community Outreach Manager and staff members from SmartPower have diligently signed up over 5% of the required households in Narragansett promising to reduce their energy use and now anticipate the grant of \$5,000. At the July 18, 2016 town council meeting the staff was directed to submit energy saving proposals uses for the \$5,000 grant.

The proposals are as follows:

1. Remove and replace existing light at the "Gazebo" with new light in the amount of \$1,144.75.
2. Remove and replace existing lighting at "Kinney Bungalow" in the amount of \$3,118.81.
3. Install lighting at the "Changing Rooms" in the North Pavilion at the Town Beach in the amount of \$3,205.81.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to RECEIVE and ACCEPT the Rhode Island Energy Challenge Grant Award in the amount of \$5,000 and APPROVE the expenditure of said funds.

It was noted that the excess costs would come out of the beach enterprise fund.

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

22. A MOTION to ADOPT a Resolution authorizing the issuance of not more than an additional \$2,300,000 bonds and notes of the Town of Narragansett for the purpose of financing the improvement, replacement, construction, renovation, repair, reconstruction and/or restoration of roadways, sidewalks and storm drains in the Town of Narragansett and awarding contracts.

At the March 18, 2013 Town Council meeting, a resolution was adopted authorizing the issuance of not more than \$4,000,000 in bonds and notes for the purpose of financing the improvement, replacement, construction, renovation, repair, reconstruction and/or restoration of roadways, sidewalks and storm drains in the Town of Narragansett.

On August 19, 2013 a resolution was passed for an additional \$100,000 in funding to allow the Town to be prepared for any unforeseen circumstances and not halt completion of this project. Currently, the Town has expended \$3,800,000 in design and construction services (Council approved \$4.1 million). This Resolution would allow the Town to start Phase 2 construction on the roads that have been redesigned with new extensive drainage systems.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to ADOPT a Resolution authorizing the issuance of not more than an additional \$2,300,000 bonds and notes of the Town of Narragansett for the purpose of financing the improvement, replacement, construction, renovation, repair, reconstruction and/or restoration of roadways, sidewalks and storm drains in the Town of Narragansett and awarding contracts.

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

RESOLUTION NO. 2016-16

RESOLUTION AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$2,300,000
BONDS OF THE TOWN OF NARRAGANSETT FOR THE PURPOSE OF
FINANCING
THE IMPROVEMENT, REPLACEMENT, CONSTRUCTION, RENOVATION,
REPAIR, RECONSTRUCTION AND/OR RESTORATION OF ROADWAYS,
SIDEWALKS AND STORM DRAINS IN THE TOWN OF NARRAGANSETT

RESOLVED THAT:

Section 1. In addition to the authorization provided in Resolution 2013-6, passed March 18, 2013, and 2013-14 passed August 19, 2013, pursuant to Section 1 of Chapter 323 of the Public Laws of 2012, the Town Council hereby authorizes the Town Treasurer and the Town Council President, acting on behalf of the Town, to issue up to \$2,300,000 General Obligation Bonds (the "Bonds") for the purposes of financing the improvement, replacement, construction, renovation, repair, reconstruction and/or restoration of roadways, sidewalks and storm drains in the Town of Narragansett and all costs incidental thereto (the "Project") and in repayment of advances under Section 4 of said Chapter and this Resolution.

Section 2. All projects utilizing the foregoing appropriation shall be carried out and all contracts made therefor on behalf of the Town shall be awarded by the Town Council, or as directed by the Town Council.

Section 3. The said officers from time to time may apply for, contract for and expend any federal or state advances or other grants or assistance which may be available for the purposes specified in Section 1 hereof.

Section 4. Pending the issuance of Bonds under Section 1 hereof, the Town Treasurer may expend funds from the general treasury of the Town for the purposes specified in Section 1 under contracts awarded by this Council. Any advances made under this Section shall be repaid without interest from the proceeds of bonds issued hereunder or from the proceeds of applicable federal or state assistance or from other available funds.

Section 5. The Bonds shall be dated and issued in such form and shall be payable on at such times and in such principal amounts as determined by said officers. Unless otherwise determined by said officers, The Depository Trust Company (DTC), New York, New York, will act as securities depository for the Bonds, unless such Bonds are privately placed. The owner of one fully registered bond for each maturity as set forth herein, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC. Bond certificates are not available for distribution to the Public. The principal of and interest on the bonds will be made a paying agent appointed by such officers (the "Paying Agent") for the Town to the Registered Owner of the bonds, as nominee of DTC, unless such Bonds are privately placed in which case the Paying Agent shall be the Town. Transfer of principal and interest payments to participants of DTC is the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The Town is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that (a) DTC determines not to continue to act as securities depository for the bonds or (b) the

Town Treasurer determines that continuation of the book entry system of evidence and transfer of ownership would adversely affect the interests of the beneficial owners of the bonds, the Town will discontinue the book entry system with DTC. If the Town does not identify another qualified securities depository to replace DTC, the Paying Agent will authenticate and deliver replacement bonds in the form of fully registered certificates to the beneficial owners.

Section 6. The Bonds shall be awarded by competitive bid, negotiated bid or private sale at such rates and with such premiums, if any, as the Treasurer and the President of the Town Council may determine in their sole discretion. Said officers shall also determine, to the extent necessary, in their sole discretion, the amounts, denominations, maturities, interest payment dates and manner of sale and may determine in their sole discretion all

other details concerning other terms, conditions and details of the Bonds. The said officers are authorized to execute and deliver any bond purchase agreement and other agreements relating to the Bonds and the issuance thereof.

Section 7. The Town Treasurer and the Town Council President are hereby authorized to issue the Bonds and deliver them to the purchasers thereof and said officers are hereby authorized and instructed to take all actions, on behalf of the Town, necessary to insure that interest on the Bonds will be excludable from gross income for federal income tax purposes, to deem them, and to the extent not deemed to be, to designate them as "qualified tax exempt obligations" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and to refrain from all actions which would cause interest thereon to become subject to federal income taxes. Furthermore, the Town Treasurer is hereby authorized but not required to make the elections as provided under Sections 148 (f) (4) (C) (v) and (vii) and any other available Sections of the Code with respect to the Bonds, or any portion thereof. The said officers are hereby authorized and instructed to take such action as to comply with Rule 15c2 12(b)(5) of the Securities and Exchange Commission and are authorized to execute and deliver a Continuing Disclosure Certificate.

Section 8. The Town hereby declares that it reasonably expects to reimburse the expenditures authorized in Section 1 and any advances under Section 4 hereof with proceeds of debt to be issued by the Town. This Resolution is a declaration of official intent under Treasury Regulation 1.150-2.

Section 9. This Resolution shall take effect upon its passage.

Examined by:
Town Solicitor

PASSED: 5-0

TOWN OF NARRAGANSET
S/Matthew M. Mannix, Town Council President

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

23. A MOTION to APPROVE professional services fees not to exceed \$50,000 in the issuance costs associated with the \$6.1 Million Bond issuance and authorize the Town Manager to sign.

The financial and legal services relating to the bond issue of \$6.1 million requires Town Council approval and authorization for Town Manager to sign the contracts.

The estimate is not to exceed \$50,000. A list of the services provided by various agencies and companies is attached. The funding source is the Road Improvement Fund, Capital Projects Fund and Debt Service Fund.

Raymond A. Ranaldi moved, Susan Cicilline-Buonanno seconded and it is so voted to APPROVE professional services fees not to exceed \$50,000 in the issuance costs associated with the \$6.1 Million Bond issuance and authorize the Town Manager to sign. Resident Richard Vangermeersch spoke.

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

24. A MOTION to ADOPT a Resolution Amending the Official List of Parking Restrictions and Regulations in the Town of Narragansett in accordance with the Narragansett Code of Ordinances.

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.)

The first reading was read at the Town Council meeting of Aug. 15, 2016.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to ADOPT a Resolution Amending the Official List of Parking Restrictions and Regulations in the Town of Narragansett in accordance with the Narragansett Code of Ordinances.

Susan Cicilline-Buonanno aye, Patrick W. Murray aye, Raymond A. Ranaldi aye,

Christopher Wilkens aye, Matthew M. Mannix aye

**A RESOLUTION AMENDING THE OFFICIAL LIST OF PARKING RESTRICTIONS
AND REGULATIONS IN THE TOWN OF NARRAGANSETT IN ACCORDANCE
WITH THE NARRAGANSETT CODE OF ORDINANCES
RESOLUTION NO. 2016-17**

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 6th day of September, A.D. 2016.

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

TOWN OF NARRAGANSETT
S/Matthew M. Mannix
Town Council President

25. A MOTION to ADOPT An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation & Finance. (Tangible Property Exemption)

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 ex-emption 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.

The first reading was read on August 15, 2016.

Patrick Murray moved, Raymond A. Ranaldi seconded and it is so voted to ADOPT 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)

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

TOWN OF NARRAGANSETT
CHAPTER 1024

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 15th day of August, 2016.

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

ATTEST:

S/Anne Irons, Town Clerk

26. A MOTION to ADOPT An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation & Finance. (Definition of Homestead)

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.

First Reading was read on August 15, 2016.

No action was taken on the matter as a Petition was filed requesting a public hearing.

27. A MOTION to ADOPT An Ordinance in Amendment of Chapter 70 of the Code Of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation & Finance. (Historical Cemetery Preservation Property Tax Abatement)

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.

The First Reading was read at the August 15, 2016 council meeting.

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

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

TOWN OF NARRAGANSETT
CHAPTER 1025
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 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 15th day of August, 2016.

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

ATTEST:

S/Anne Irons, Town Clerk

28. 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)

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:

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

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to INTRODUCE, READ, PASS & 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)
Susan Cicilline-Buonanno aye, Patrick W. Murray aye, Raymond A. Ranaldi aye, Christopher Wilkens aye, Matthew M. Mannix aye

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 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 Veteran Exemptions - Forms Prescribed

In order to qualify for the exemptions set forth in this Subdivision, a taxpayer must file an application with the tax assessor in a form approved by the tax assessor.

Sec. 70-101 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 or \$12,000 from the total assessed value of any motor vehicle(s) assessed to that veteran, widow/widower.

Sec. 70-102 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. 70-103 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 or \$12,000 from the total assessed value of any motor vehicle(s) assessed to that disabled veteran.

Sec. 70-104 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. 70-105. - 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 or \$24,000 from the total assessed value of any motor vehicle(s) assessed to that veteran.

Secs. 106 -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 6th day of September, 2016.

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

ATTEST:
S/Anne Irons, Town Clerk

29. A MOTION TO INTRODUCE, READ, PASSE and ACCEPT as a First Reading An Ordinance in Amendment of Chapter 58 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Retirement & Pensions.

The Town Ordinances, specifically Chapter 58, Section 58-34, allows retired town employees to be reemployed by the town without any reduction in retirement benefits if

the retired employee works no more than 75 days. In recent months, the demand for police details by third parties has increased significantly. Payment for such details comes from those third parties, not from town funds. This amendment would allow retired police officers and other town employees to be reemployed by the town if the payment for their services came from outside sources, not town funds.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to INTRODUCE, READ, PASS & ACCEPT as a First Reading An Ordinance in Amendment of Chapter 58 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Retirement & Pensions.

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

TOWN OF NARRAGANSETT
CHAPTER
AN ORDINANCE IN AMENDMENT OF CHAPTER 58 OF THE CODE OF
ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND,
ENTITLED “RETIREMENT& PENSIONS”

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

Section 1: Article II, Section 58-34 of Chapter 58 of the Code of Ordinances of the Town of Narragansett, entitled “Retirement & Pensions” is hereby amended and enacted to read as follows:

Sec. 58-34 Employment

Sec. 58-34. - Employment of annuities; municipal employees, including police officers and firefighters.

(a) An annuitant classified as a municipal employee, including police officers and firefighters, who is voluntarily retired, and is reemployed by the town for a period of more than 75 days in any calendar year, not including Police special details that are paid by a third party, will continue to receive retirement benefits and will have the salary reduced by the amount of the benefit.

(b) An annuitant classified as a municipal employee, including police officers and firefighters, who is reemployed by the town for a period of 75 or fewer days in any calendar year shall not receive any reduction in salary or retirement benefits for the period of time.

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 September, 2016.

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

ATTEST:
S/Anne Irons, Town Clerk

30. A MOTION to DIRECT the Town Manager and Town Clerk to review and report on town licensing fees.

Councilor Ranaldi met with the Town Clerk a few weeks ago on the issuance of Peddlers' licenses and the fees associated with that license. At that time it was brought to his attention of the discrepancies with the fees and state law statutory constraints. He believed that as the Town Council also sits as the Licensing Board it would be beneficial for the council to have an updated license fee report to review.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to DIRECT the Town Manager and Town Clerk to review and report on town licensing fees.

Raymond Ranaldi spoke on the statutory restraints on fees and notes that charitable events do not have a fee. He also spoke of the limited number of ten (10) peddlers' licenses in town. He said he wants to review everything in a comprehensive way.

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

31. A MOTION to DIRECT the Town Manager to discuss with Department of Transportation options regarding the land surrounding Sprague Bridge both on the east and west side.

Over the last few summers the parking in the area along Boston Neck Road east and west on the street have been expanded. Cars are parked everywhere and it simply needs to be improved. By perhaps limiting the number of parking spaces or adding signage will help with this congestion. Donating the land to the town or being involved in Adopt a Spot Program would also be a suggestion to discuss with RIDOT.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to DIRECT the Town Manager to discuss with Department of Transportation options regarding the land surrounding Sprague Bridge both on the east and west side.

Susan Cicilline-Buonanno addresses the council and said she hoped there will be some good solutions that come out of the meeting.

Craig Wood, Secretary of the NRPA spoke.

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

32. Council President APPOINTS an individual to the Historic District

Commission to fill an unexpired term, expiring on January 1, 2019.

The Historic District Commission has two member seats and one alternate member seat available for appointment. There is currently one application on file from Judy B.

Kenower. The following indicates the original board appointment date and expiration date of the current members.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
Vacant (Presbrey)	---	1/1/2017
Vacant (Panzeri)	2/16/2016	1/1/2019
Vacant, Alternate	5/4/2015	1/1/2016

According to RIGL 45-24.1, eq. seq. and the town's zoning ordinance, Section 5.4 Historic District Commission the members shall be appointed by the Town Council President. According to the Council rules, no person shall be appointed to serve

concurrently on more than one commission, committee or board created by the Town Council, with the exception of ad hoc commissions, committees or boards, or dual appointments required by charter, ordinance or resolution.

Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.

Matthew Mannix APPOINTED JUDY B. KENOWER to the Historic District Commission to fill an unexpired term, expiring on January 1, 2019.

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

33. A MOTION to APPOINT/REAPPOINT three individuals to the Towers Committee as Residents at Large for two-year terms to expire on August 1, 2018 and one individual as a Friends of the Towers Representative for a two-year term to expire on June 1, 2018.

There are three seats available for reappointment as Residents at Large. David E. Ousterhout, Margaret B. Rogers, and David P. Quinn have all requested reappointment. There is one vacant seat available as a Friend of the Towers Representative due to the fact that Kristin Walberg Urbach requested to not be reappointed. The Friends of the Towers has recommended AnneMarie Silveira whom requested to be appointed in this

capacity rather than as a Narragansett Historical Society Representative. This leaves one vacant seat as Narragansett Historical Society Representative with a term expiring on 8/1/2018. The Narragansett Historical Society has indicated that they need more time to find a representative. One application is currently on file as Resident at Large from Paul Selwyn. The following indicates the original board appointment date and expiration date for the current member.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
AnneMarie Silveira, Narragansett Historical Society Representative	12/15/2014	8/1/2016
David E. Ousterhout, Resident at Large	12/15/2014	8/1/2016
Margaret B. Rogers, Resident at Large	12/15/2014	8/1/2016
David P. Quinn, Resident at Large	1/19/2016	8/1/2016
Vacant (Walberg Urbach), Friends of the Towers Representative	9/3/2013	8/1/2015

According to the Council rules, no person shall be appointed to serve concurrently on more than one commission, committee or board created by the Town Council, with the exception of ad hoc commissions, committees or boards, or dual appointments required by charter, ordinance or resolution.

Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.

Raymond A. Ranaldi moved, Christopher Wilkens seconded and it is so voted to REAPPOINT David E. Ousterhout until August 1, 2018 as Residents at Large.
Susan Cicilline-Buonanno aye, Raymond A. Ranaldi aye, Christopher Wilkens aye,
Matthew M. Mannix aye Patrick W. Murray nay

Raymond A. Ranaldi moved, Christopher Wilkens seconded and it is so voted to REAPPOINT Margaret B. Rogers, until August 1, 2018 as Residents at Large
Susan Cicilline-Buonanno aye, Patrick W. Murray aye, Raymond A. Ranaldi aye,
Christopher Wilkens aye, Matthew M. Mannix aye

Raymond A. Ranaldi moved, Susan Cicilline-Buonanno seconded and it is so voted to REAPPOINT and David P. Quinn until August 1, 2018 as Residents at Large.
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 so voted to REAPPOINT AnneMarie Silveira until August 1, 2018 as a Narragansett Historical Society Representative.

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

34. A MOTION to APPOINT an individual to the Planning Board to fill an unexpired term, expiring on November 1, 2020.

The Planning Board has one seat available due to the resignation of Robin I. Plaziak. There are two applications on file for Joseph Lembo III and Donald S. Leighton. The following indicates the original board appointment date and expiration date of the current member.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
Robin I. Plaziak	10/5/2015	11/1/2020

According to the Council rules, no person shall be appointed to serve concurrently on more than one commission, committee or board created by the Town Council, with the exception of ad hoc commissions, committees or boards, or dual appointments required by charter, ordinance or resolution.

Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to CONTINUE the MOTION to APPOINT to the Planning Board to fill an unexpired term, expiring on November 1, 2020.

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

35. A MOTION to SCHEDULE a HEARING for a request from Graphics Unlimited, LLC for the APPROVAL of new signage to be installed at 20 Narragansett Avenue for Surfside. And A MOTION to REFER to the Planning Board for a recommendation.

Surfside at 20 Narragansett Avenue has requested to install new signage to be located at the entrance of the Pier Market and attached to 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.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to SCHEDULE a HEARING for a request from Graphics Unlimited, LLC for the APPROVAL of new signage to be installed at 20 Narragansett Avenue to October 3, 2016.

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 so voted to REFER to the Planning Board for a recommendation.

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

ADJOURNMENT:

The meeting adjourns at 10:15 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>

**NARRAGANSETT TOWN COUNCIL
REGULAR TOWN COUNCIL MEETING
SEPTEMBER 19, 2016 MINUTES**

At a Regular Meeting of the Town Council of the Town of Narragansett held on
Monday, September 19, 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

James M. Manni, Town Manager

Dawson T. Hodgson, Town Solicitor

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

APPROVAL OF MINUTES

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously voted to approve the minutes of the April 11, 2016 Work Session Meeting as presented.

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 voted to approve the minutes of the April 12, 2016 Work Session Meeting as presented.

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
voted to approve the minutes of the April 14, 2016 Work Session Meeting as presented.

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 voted to
approve the minutes of the April 18, 2016 Regular Meeting as presented.

Susan Cicilline-Buonanno abstain, 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
voted to approve the minutes of the April 27, 2016 Budget Work Session Meeting as
presented.

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 approve the minutes of the April 27, 2016 Work Session Meeting –TM
Position as presented.

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

ANNOUNCEMENTS/PRESENTATIONS:

Matthew Mannix thanked the staff for successful Gansett Days presented by the Parks & Recreation Department on the weekend. He also thanked the Chamber of Commerce for a successful 2nd Annual Calamari Cook-off.

Item #17 from the agenda has been removed and will be placed on a later agenda.

James M. Manni, Town Manager announced that Raymond Ranaldi has withdrawn from the town council race. Raymond Kagels will now be on the ballot as a council candidate.

Chief George Farrell, President and William "Bill" Giannini, Treasurer from the RI Assoc. Fire Chiefs were in attendance to present a check in the amount of \$3,500 for a two day water training for the firefighters.

OPEN FORUM:

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

John Miller spoke again on property on Rockland Street that had placed gravel on the front lawn. He said he spoke with the building Official and was told that the current ordinances permit to do it. He said he has made comments on the ordinances and asked the council to read it; Judge Frank Caprio addressed the Comprehensive Plan on Tax Assessor's Plat O, Lots 71,81,89,90, corner of South Pier Road and Pt Judith Road.

He noted that the State of Rhode Island condemned a portion and placed a mass transformer, 9 signs are erected on the property and South Pier Road was even widened at the property. He said to zone it residential was not suitable and the only reasonable application would be business. He requested the council to change the designation; Richard Van Germeersch thanked Raymond Ranaldi for serving as town council; Stanley Wojciechowski spoke on rental property and tax burdens and asked the council not to tax unequally; Susan Bush spoke on the Comp Plan and issues she had asked to be changed and were not; Karen Shabshelowitz commented that Dawson Hodgson had deep integrity, very honest and does his homework. She commented that she hoped the position was not politically motivated and there were not strings being pulled behind the scenes. She commented that people running for office should have a vision of what they want the town to be and she hoped the vision is honesty, integrity and it's a vision on what the residents want the town to be like; Carol Stuart thanked the candidates that have removed their political signs around town after the primary. She also believed the laws should be looked at on driveways and front lawns; Thomas Dolan also spoke about signs on state property and roads and how they should be dealt with also.

PUBLIC HEARINGS:

A MOTION to SCHEDULE a PUBLIC HEARING on the proposed amendment to Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation and Finance.

The First Reading for An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled "Taxation & Finance" was introduced, read, passed and accepted at the August 15, 2016 town council meeting. This amendment would define a "Homestead" for the purposes of future discussion, clarification and computations for the Town staff and the general public.

On the September 6, 2016 council agenda, the second reading of the proposed ordinance was to be read and adopted. However, on Friday, September 2, 2016, a petition signed by 40 residents requesting a public hearing be held before the adoption of the amendment was filed as in accordance with Section 2-1-9 (a) of the Town Charter.

A homestead exemption would be a tax reduction by the Town of Narragansett which is applied to certain residential properties which meet specific guidelines. The taxpayer must hold legal title to the property and 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.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to SCHEDULE the PUBLIC HEARING to October 3, 2016 at 8:00 p.m.

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

A MOTION to RECEIVE and PLACE on FILE a PETITION requesting a PUBLIC HEARING.

Patrick Murray moved, Raymond A. Ranaldi seconded and it is unanimously so voted to RECEIVE and PLACE on FILE the Petition requesting a public hearing.

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 Section 11, (Variances) of the Zoning Ordinance of the Town of Narragansett.

The Community Development Department originally submitted proposed text revisions for each of these sections of the Zoning Ordinance as part of the “omnibus “regulatory changes in 2015. Following review by the Planning Board, these proposed amendments were removed for more in-depth deliberations.

The intent of these revisions is to bring Sections 11.4, 11.5 and 11.6 up to date with the State Zoning Enabling Law. The primary objective of the revisions is to place the standards of review for each type of variance (use variance, dimensional variance) under the appropriate headings. A draft of this proposal was brought to the Board in July resulting in minor revisions.

On August 16, 2016 the Planning Board reconsidered a second draft of these three sections, and voted unanimously to recommend approval and transmittal to the Town Council for public hearing.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is unanimously so voted to SCHEDULE the public hearing to 11-21-16 at 8:00 p.m.

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

The CONTINUATION of a PUBLIC HEARING on the proposed amendment to Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation and Finance.

At the June 6, 2016 town council meeting a first reading was held on a proposal for a single tax rate ordinance. The passage of this ordinance would restore Narragansett's property tax system to one that would tax ALL properties based solely on their appraised value. The second reading and adoption of the proposed ordinance was scheduled for the June 20, 2016 town council meeting. However, on June 20, 2016, as in accordance with the Town Charter Section 2-1-9, a petition signed by 53 residents was filed requesting a public hearing be held on the proposed ordinance amendment to Sec. 70-4 entitled Taxation and Finance. A public hearing was held on August 1, 2016 and continued until September 19, 2016.

Raymond Ranaldi moved, Christopher Wilkens seconded and it is unanimously so voted to continue to December 5, 2016 at 8:00 p.m.

Mr. Ranaldi asked that the summary page should reflect the previous summary pages for the December 5, 2016 council meeting.

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

DECISION:

A MOTION to ADOPT the new Narragansett Comprehensive Plan.

The Planning Board with their consultant, the Horsley Witten Group, (HWG) has been working on the preparation of a new Town Comprehensive Plan for the past 4 years. To date, HWG has produced a “Baseline Report” of background information and formative issues on which the Plan is to be based; a “Roadmap” that sets new text for the nine (9) functional chapters of the plan and direction for policy decisions in the future and the “Action Plan”, which provides a schedule for implementation of the policies set forth in the Roadmap. This Plan has been the subject of 31 public meetings between September 2012 and the present. It has been amended to address public concerns at the planning Board level and again to address direction provided recently by the Council members. The most recent draft (Draft 4) has been available to the public since

September 7th in hard copy and on the Town website. A cover memo dated September 8, 2016 describes the final edits incorporated in the Plan. Draft 4 is printed with these recent changes highlighted on the noted pages.

At this time the Community Development staff and the Planning Board ask that this draft of the Plan be approved and adopted for the purpose of guiding local decision-making. It is understood the Comprehensive Plan must still be forwarded to, and approved by, the Statewide Planning Program before being accepted as a policy document that may also direct and guide State-level decisions.

Susan Cicilline-Buonanno moved, Raymond A. Ranaldi seconded and it is so voted to ADOPT the new Narragansett Comprehensive Plan.

Matthew Mannix announced that the public hearing was held and has been closed.

Michael DeLuca, Community Development Director reviewed the final changes that were made from the comments on August 9th. He reviewed the changes in the Roadmap and the Action Plan and explained that there were no changes in the Baseline.

Matthew Mannix commented that he had concerns of mixed uses references.

Mr. DeLuca remarked that some references are representing existing conditions of a mixed uses and they are fact today though they are not zoned.

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

CONSENT AGENDA

The consent agenda is voted on with one motion with the exception of #4.

- 1. A MOTION to REFER a REQUEST from James Durkin for a waiver of the Sewer Policy for Plat V, Lot 5 (665 Point Judith Road), Plat V, Lots 30, 30-1, and 75 (Lindsley Drive), and Plat W, Lot 90-1 (Point Judith Road) to the Sewer Policy Committee for review.**

REFERRED (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 REFER a REQUEST from Amy Sonder on behalf of Marla Hauslaib for a waiver of the Sewer Policy for Plat N-R, Lot 990 (16 Ottawa Trail) to the Sewer Policy Committee for review.**

REFERRED (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 REFER a REQUEST from Amy Sonder on behalf of Augustine and Megan Manocchia for a waiver of the Sewer Policy for Plat U, Lot 98-2 (Julia Avenue) to the Sewer Policy Committee for review.**

REFERRED (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, RATIFY, and CONFIRM the water main gate box repair work on Point Judith Road as performed by J. H. Lynch & Sons, Inc. in the amount of \$5,880.00.**

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

Jeffry Ceasrine was acknowledged for hiring J. H. Lynch & Sons, Inc.

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

- 5. A MOTION to APPROVE, RATIFY, and CONFIRM a Miscellaneous One Day Peddler License for Stratigic Solutions LLC d/a/ Soul Food for September 10, 2016.**

APPROVED, RATIFIED, and CONFIRMED (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 the list of Real Estate abatements in the amount of \$2,167.20.**

APPROVED (Cicilline-Buonanno-Ranaldi 5/0)

- 7. A MOTION to APPROVE the request from the American Diabetes Association to conduct a cycling fundraiser Tour de Cure to be held on Sunday June 4, 2017 from 7:00 am to 4:00 pm, 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 request from the Rotary Club of Wakefield, Rhode Island for the use of Veterans Memorial Park for the 35th Annual Art Festival to be held June 23 June 24 and June 25, 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 the contract for foaming root control service in portions of the Pier area public sewer system with Duke's Root Control, Inc., in the amount of \$3,505.70.**

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

10. A MOTION to APPROVE the change order for additional Library

consultant fees with Patience Kennedy Jackson, in the amount of \$3830 plus expenses, as noted in the proposal/contract.

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

OLD BUSINESS:

11. A MOTION to ADOPT An Ordinance in Amendment to Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation and Finance.

In its current form, and without any expressed advanced directive, the Homestead Exemption enabling legislation requested of the RI General Assembly would, if granted, necessarily be implemented by the Town Council under the EXISTING property tax ordinance. An enactment of a Homestead Exemption while maintaining Narragansett's current 2-tier (residential/commercial) property tax system remaining in place would CREATE one new tax inequity and CONFIRM another. The NEWLY CREATED inequity is the transferring of the Homestead Exemption costs singularly onto the owners of non-owner occupied housing. The CONFORMATON of an EXISTING property tax inequity is the continued allowance of the current commercial tax rate to remain at the punishing rate of 150% of the residential rate - the highest allowable by Rhode Island state

law. The passage of this ordinance would restore Narragansett's property tax system to one that would tax ALL properties based solely on their appraised value.

With Rhode Island being nationally known as a high-tax/anti-business state, individual cities and towns must start accepting responsibility for their part in this reputation and begin taking the necessary measures to fix the problem. This proposed ordinance, along with this council's previously adopted reduction of the tangible property tax, will put Narragansett in the forefront of much needed pro-business reforms.

The first reading was read on June 6, 2016 and a public hearing was requested by petition and held on August 1, 2016 and continued to September 19, 2016.

Raymond Ranaldi moved, Patrick Murray seconded and it is unanimously so voted to CONTINUE the MMOTION to ADOPT An Ordinance in Amendment to Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Taxation and Finance to December 5, 2016.

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

NEW BUSINESS:

12. A MOTION to INTRODUCE, READ, PASS and ACCEPT as a First Reading, An ordinance in amendment of Chapter 82 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled Waterways, specifically an update of Article III – (Boats) and Article IV – (Coastal Waters and Harbor Areas).

This ordinance is proposed in conjunction with the complete re-write of the Narragansett Harbor Management Plan. The Plan has been under review and revision by the Harbor Management Commission since 2014. A public hearing was held on the revised Harbor Management Plan on August 22, 2016. That hearing is now closed and set down for decision on October 3, 2016. Specifically, this ordinance amends 23 subsections within Articles III and IV of Chapter 82 – Waterways. The vast majority of amendments are minor in nature reflecting updated definitions and procedures. The major revisions are in the following categories:

- a. Fines
- b. Process of hearing appeals of Harbormaster decisions
- c. Updated standards for mooring tackle
- d. Definition and regulation of “Outhauls”.
- e. Updated inspections procedures.
- f. Application Fees

Susan Cicilline-Buonanno moved, Raymond Ranaldi seconded and it is unanimously so voted to INTRODUCE, READ, PASS and ACCEPT as a First Reading, An ordinance in amendment of Chapter 82 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled Waterways, specifically an update of Article III – (Boats) and Article IV – (Coastal Waters and Harbor Areas).

Michael DeLuca addressed the council on the amendment.

A discussion ensues on the waiting fee increase of \$5.00 to \$50.00.

Dawson Hodgson, Town Solicitor advised that Section 82-129 was a typo in the ordinance and it would be Section 82-129 Appeals to the Harbor Management Commission and the next section would be Section 130--82-140 Reserve and was a small typographical change and was not a substantive alteration.

Christopher Wilkens moved, Raymond Ranaldi seconded and it is unanimously so voted to amend to correct the typographical errors as stated by the Town Solicitor.

Resident Stanley Wojciechowski speaks.

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

13. A MOTION to ADOPT An Ordinance in Amendment of Chapter 58 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Retirement & Pensions.

The Town Ordinances, specifically Chapter 58, Section 58-34, allows retired town employees to be reemployed by the town without any reduction in retirement benefits if the retired employee works no more than 75 days. In recent months, the demand for police details by third parties has increased significantly. Payment for such details comes from those third parties, not from town funds. This amendment would allow retired police officers and other town employees to be reemployed by the town if the payment for their services came from outside sources, not town funds.

Raymond Ranaldi moved, Cicilline-Buonanno seconded and it is unanimously so voted to ADOPT An Ordinance in Amendment of Chapter 58 of the Code of Ordinances of the Town of Narragansett, Rhode Island, Entitled Retirement & Pensions.

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

14. A MOTION to APPROVE the replacement of one clerk due to retirement in the Parks and Recreation Department.

The replacement of one clerk due to retirement will allow the Parks and Recreation Department to continue to provide continued customer service, revenue control, data management, purchasing reconciliation and inventory control for the beach and parks administration. Presently there are two clerks in the Parks and Recreation office with this position being requested to be continued to be paid from 50% from the beach enterprise fund and 50% from the parks operating fund. This position creates and generates the invoices, packages, informational booklets, IDs, supplies and maintains all of the lists for the cabanas, changing rooms, and lockers at the beach each pre-season along with training seasonal staff each spring. In the addition this position works in parks administration generating purchase requisitions for supplies, equipment and contracts along with maintaining the Department's web pages and face book pages. The clerk also generates from the pay clock system the weekly payroll for all beach and park employees.

Susan Cicilline-Buonanno moved, Raymond Ranaldi seconded and it is unanimously so voted to APPROVE the replacement of one clerk due to retirement in the Parks and Recreation Department.

Matthew Mannix thanked the Clerk who retired as she was Steve Wright's "Right Hand Man". (Debra Durda)

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

15. A MOTION to APPROVE the purchase of BIOXIDE for the Wastewater Division from Evoqua Water Technologies (formerly Siemens Water Technologies) at the price of \$2.55 per gallon for FY 2016-17.

The Town purchased odor control systems from U.S. Filter/Davis Products Group for three (3) of our major pump stations in 1993 (Galilee, Sprague Bridge, and Ouida Street) and replaced the Bioxide storage tanks, pumps, and controls in 2014 (TC approved the purchase on April 7, 2014). These systems use a chemical called BIOXIDE to help control odors. Evoqua Water Technologies is the sole manufacturer and supplier of this chemical. In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, the Purchasing Manager, determined this to be a sole source item.

The Wastewater Division uses approximately 16,000 gallons per year (estimated cost of \$40,800.00), on an as-needed basis. The new price of \$2.55 per gallon represents a five-percent increase from last year's price of \$2.50. Pricing will remain in effect until at least July 31, 2017. Funding is available in the Wastewater Enterprise Fund Operating Account, # 0032 50402, Chemicals & Gases.

Susan Cicilline-Buonanno moved, Raymond Ranaldi seconded and it is unanimously so voted to APPROVE the purchase of BIOXIDE for the Wastewater Division from Evoqua Water Technologies (formerly Siemens Water Technologies) at the price of \$2.55 per gallon for FY 2016-17.

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

16. A MOTION to APPROVE the purchase of one (1) new 2016 Chevrolet Silverado 3500HD 4 wheel drive pick-up/service truck from National Auto Fleet Group utilizing the National Joint Powers Alliance (NJPA) contract, in the amount of \$55,257.77.

As part of the Department of Public Work's vehicle and equipment multi-year replacement program, the entire fleet of vehicles and equipment is regularly reviewed and updated after taking into consideration current needs and serviceability. Funding for the replacement of Fleet Division truck #120 was requested by the department and approved by the Town Council in the FY2017 Capital Improvement Budget. This truck is utilized on a daily basis to support maintenance activities of the division including but not limited to the following use: transporting staff and equipment to roadside calls, jump starts, tire changes, snow plowing and any other support functions. The Town will be purchasing this truck pursuant to competitively procured National Joint Powers Alliance (NJPA) contract #102811. Participation by the town in this national cooperative procurement contract gives the town large fleet buying power. National Auto Fleet Group, which holds the NJPA contract for light trucks, will deliver the truck through Dejana Truck and Utility Equipment, located in Smithfield. The purchase price of \$55,257.77 includes the

2016 Chevy Silverado Work Truck as well as necessary equipment/accessories including a Tommy Gate Liftgate. Funding is available in the Public Works Capital Projects Account #00200710 57522, Vehicle Replacement.

Susan Cicilline-Buonanno moved, Raymond Ranaldi seconded and it is unanimously so voted to APPROVE the purchase of one (1) new 2016 Chevrolet Silverado 3500HD 4 wheel drive pick-up/service truck from National Auto Fleet Group utilizing the National Joint Powers Alliance (NJPA) contract, in the amount of \$55,257.77.

Resident Stanley Wojciechowski

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

17. A MOTION to AMEND the Council Rules for Commission, Committee and Board Appointments.

This item was WITHDRAWN from the agenda.

18. A MOTION to APPOINT an individual to the Planning Board to fill a vacant seat expiring on November 1, 2020.

The Planning Board has one seat available due to the resignation of Robin I. Plaziak.

There are two applications on file for Joseph Lembo III and Donald S. Leighton. The following indicates the original board appointment date and expiration date of the current member.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
Robin I. Plaziak	10/5/2015	11/1/2020

According to the Council rules, no person shall be appointed to serve concurrently on more than one commission, committee or board created by the Town Council, with the exception of ad hoc commissions, committees or boards, or dual appointments required by charter, ordinance or resolution. Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.

Raymond Ranaldi moved, Susan Cicilline-Buonanno seconded and it is so voted to APPOINT Donald Leighton to the Planning Board to fill a vacant seat expiring on November 1, 2020.

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

19. A MOTION to APPOINT an individual to the Board of Canvassers to fill an unexpired term, which will expire March 2020.

The Board of Canvassers has an appointment of an unexpired term until March 2020 available due to the resignation of the Chair, Richard Leonard. According to the State Law alternate board members are allowed to be appointed which not more than one of whom shall belong to the same political party. At any meeting of the Canvassing Authority at which a member is to be absent, the member may request that an alternate replace him or her for that meeting; provided the alternate member must be of the same political party as the member. The Board of Canvassers is a board with only three members and at times it is difficult to have a quorum to hold a meeting to conduct time sensitive election deadlines that need to be submitted to the Secretary of State's Office and the Board of Elections. The current vacant position is the unaffiliated position. The following indicates the original board appointment date and expiration date of the current member.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
Richard T. Leonard	03/01/2014	03/01/2020

According to RIGL§17-8-1, the President of the Town Council shall nominate the members of the canvassing authority from lists of party voters submitted by the respective chairpersons of the city or town political committee, which lists shall contain the names of five (5) times the number of persons to be appointed. If the Legislative Body refuses to approve the nomination of any person to the canvassing authority, the president shall submit to the legislative body another person named on one of the lists, and so on until a person is appointed. If the Chairpersons of the political party entitled to

the appointment fails or refuses to submit a list, the president shall nominate any party voter of the political party entitled to the appointment.

According to the Council rules, no person shall be appointed to serve concurrently on more than one commission, committee or board created by the Town Council, with the exception of ad hoc commissions, committees or boards, or dual appointments required by charter, ordinance or resolution. Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.

Matthew Mannix APPOINTED Marc Stuart to the Board of Canvassers to fill an unexpired term, which will expire March 2020.

Resident Meg Rogers spoke.

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

20. A MOTION to APPOINT Annemarie Silveira to the Towers Committee as a representative from the Friends of the Towers Committee for a two year term to expire on August 1, 2018.

Susan Cicilline-Buonanno moved, Raymond Ranaldi seconded and it is unanimously so voted to APPOINT AnneMarie Silveira to the Towers Committee as a representative of the Friends of the Towers for a two year term, expiring August 1, 2018

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

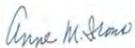
REPORT FROM TOWN MANAGER:

James M. Manni, Town Manger reported that in the beginning of the academic year 53 noise complaints, 10 orange stickers issued and 22 arrests. He commented that in week two there were 27 noise complaints, 2 orange stickers issued and no arrests. Mr. Manni explained that there have been multiply meetings with URI and another is planned. He said they are having a true collaboration. He advised that URI has agreed to tie the “Code of Conduct” that is required at the University with off-campus housing. Mr. Manni said that to date there have been 4 summons issued for the 4 unrelated ordinances and are scheduled for municipal court. He remarked that the complaints have to be written complaints in order for the Building Office to follow through.

ADJOURNMENT:

The meeting adjourns at 9:20 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, RI

Bond Issue Results and Refunding Analysis

November 21, 2016



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Current Market Conditions

2016 Bond Issue Results

Refunding Analysis

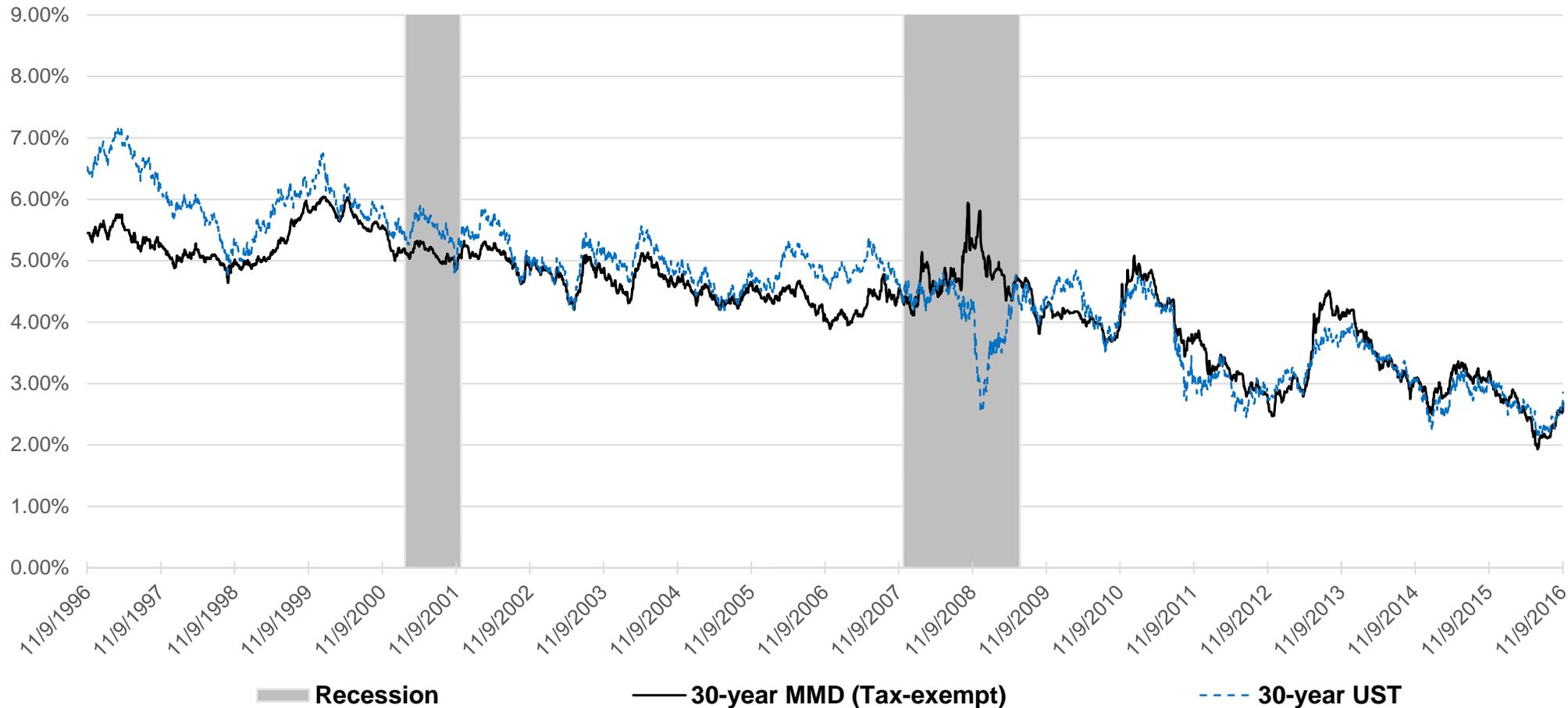
Current Market Conditions

Current Market - 30-yr MMD

UST rates near historic lows

Long-term Interest Rates 20-year History

Current	
30-year MMD	2.69
30-year Treasury	2.85



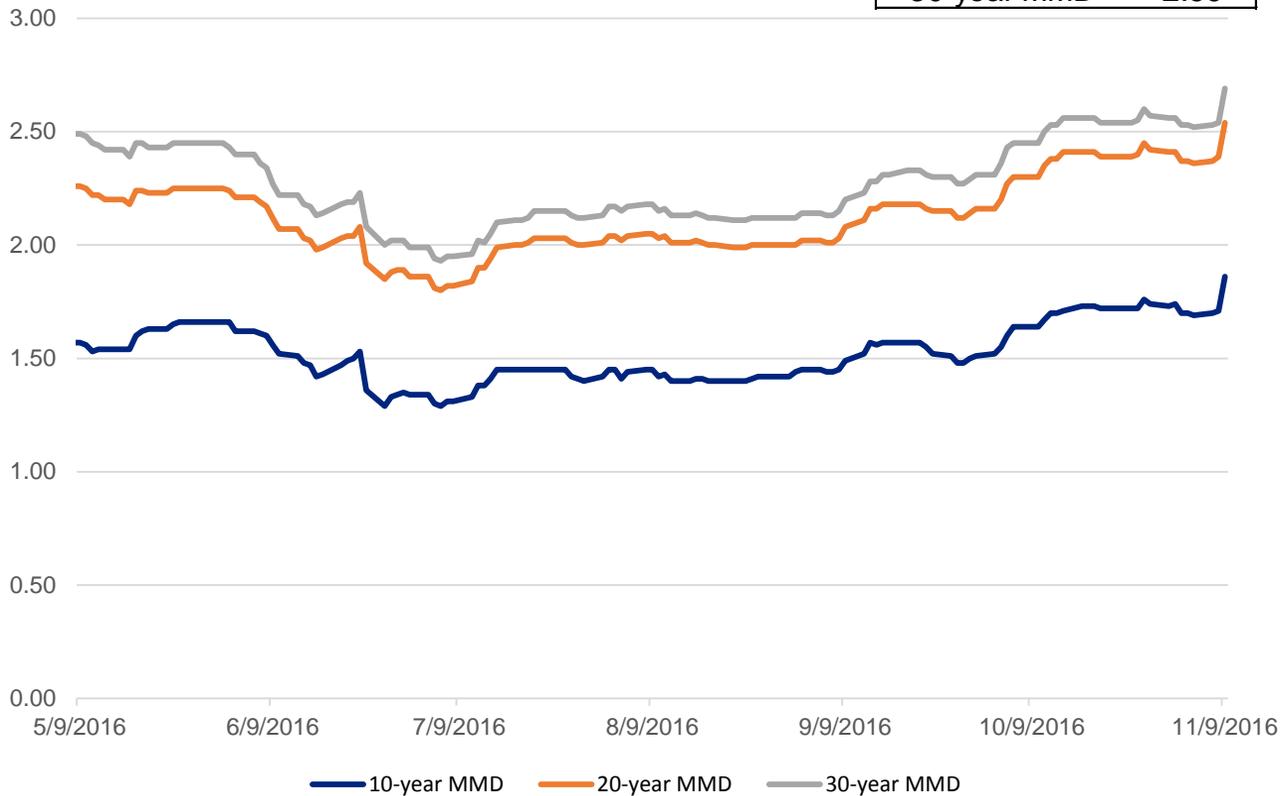
Source: Bloomberg & TM3.

Despite recent increase tax-exempt rates remain near historic lows

Current Market - MMD and Treasury Rates in 2016

6-Month History of AAA MMD

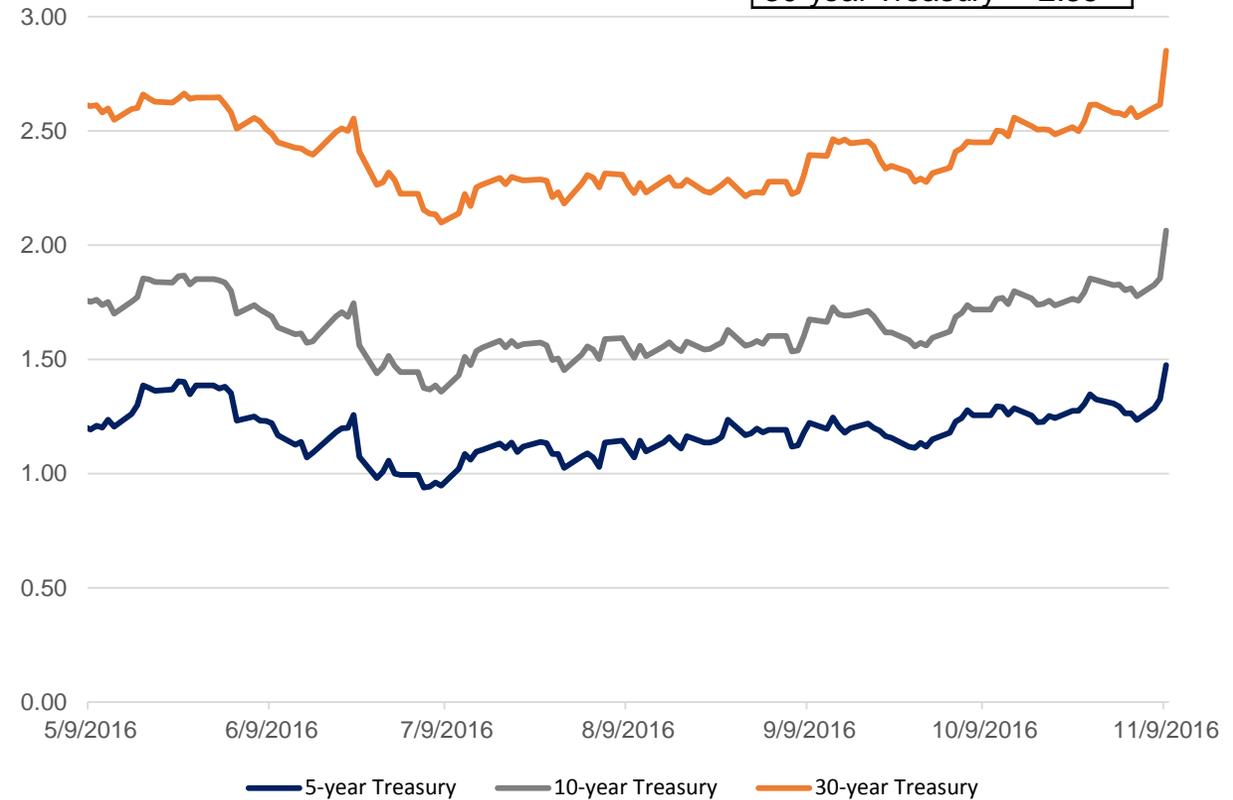
Current	
10-year MMD	1.86
20-year MMD	2.54
30-year MMD	2.69



Source: Bloomberg & TM3.

6-Month History of Treasury Rates

Current	
5-year Treasury	1.48
10-year Treasury	2.06
30-year Treasury	2.85



2016 Bond Issue Results

2016 General Obligation Bonds

Transaction Summary

Par Amount:	\$6,100,000
Dated & Delivery Date:	November 8, 2016
Sale Date:	October 25, 2016
Final Maturity:	November 1, 2036
Method of Sale:	Competitive
Bond Counsel:	Taft & McSally, LLP
Underwriter:	Piper Jaffray
Financial Advisor:	PFM Financial Advisors LLC
Paying Agent:	U.S. Bank
Underlying Ratings:	
Moody's:	Aa2/No Outlook
S&P:	AA+/Stable
True Interest Cost:	1.977881%

2016 General Obligation Bonds

Summary of Bids

Bidder	True Interest Cost
Piper Jaffray	1.977881%
FTN Financial Capital Markets	1.999962%
Robert W. Baird & Co., Inc.	2.010284%
SunTrust Robinson Humphrey	2.011182%
Raymond James & Associates	2.158940%
KeyBanc Capital Markets	2.209998%
Janney Montgomery Scott LLC	2.321678%
Roosevelt & Cross,	2.399413%
Morgan Stanley & Co. LLC	2.649939%

The Bonds were sold by a competitive bid process on October 25, 2016.

2016 General Obligation Bonds

Spread to MMD Index

The Bonds sold at favorable rates when compared to the AAA Municipal Market Index

Maturity	Principal (\$000's)	Coupon	Yield	Spread to AAA MMD
11/1/2017	\$305	3.000%	0.800%	9.0 bps
11/1/2018	305	3.000	0.900	5.0
11/1/2019	305	3.000	1.000	6.0
11/1/2020	305	3.000	1.100	7.0
11/1/2021	305	3.000	1.200	8.0
11/1/2022	305	3.000	1.300	9.0
11/1/2023	305	3.000	1.400	6.0
11/1/2024	305	3.000	1.500	2.0
11/1/2025	305	3.000	1.550	(6.0)
11/1/2026	305	3.000	1.650	(7.0)
11/1/2027	305	2.000	1.750	(7.0)
11/1/2028	305	2.000	1.900	(2.0)
11/1/2029	305	2.000	2.000	0.0
11/1/2030*	305	2.000	2.050	(3.0)
11/1/2031*	305	2.000	2.050	(10.0)
11/1/2032	305	2.100	2.100	(11.0)
11/1/2033	305	2.200	2.200	(7.0)
11/1/2034	305	2.300	2.300	(2.0)
11/1/2035	305	2.350	2.350	(1.0)
11/1/2036	305	2.400	2.400	1.0
Weighted Average Spread to MMD:				(15.0) bps

* Term Bond

Refunding Analysis

- The refunding of a portion of the Town's 2009 C Bonds generates an estimated \$1.16 million in present value savings (Based on Market conditions as of 11/17/2016).
 - Total par refunded of \$12.625 million (maturities 2020-2029)
 - Present value savings of 9.24% as a percentage of Refunded Bonds
 - Refunding escrow efficiency of 77%
- Rates on 2009 C Bonds range from 4.00%-5.00%
- Proposed Refunding Bonds have average rate of 2.36%
- Savings are net of all fees and expenses

Total Budgetary Savings*

The Town could realize nearly \$860,000 in budgetary savings over the remaining life of the bonds.

Fiscal Year	Prior Debt Service	Refunding Debt Service	Town Savings	State Savings	Total Savings
6/30/2017	\$299,575	\$142,942	\$101,811	\$54,821	\$156,632
6/30/2018	599,150	494,800	67,828	36,523	104,350
6/30/2019	599,150	494,800	67,828	36,523	104,350
6/30/2020	1,619,150	1,524,800	61,328	33,023	94,350
6/30/2021	1,618,150	1,523,600	61,458	33,093	94,550
6/30/2022	1,619,650	1,525,800	61,003	32,848	93,850
6/30/2023	1,619,650	1,526,200	60,743	32,708	93,450
6/30/2024	1,622,850	1,524,800	63,733	34,318	98,050
6/30/2025	1,621,000	1,526,600	61,360	33,040	94,400
6/30/2026	1,622,500	1,526,400	62,465	33,635	96,100
6/30/2027	1,620,750	1,524,200	62,758	33,793	96,550
6/30/2028	1,620,750	1,525,000	62,238	33,513	95,750
6/30/2029	1,622,250	1,523,600	64,123	34,528	98,650
Total	\$17,704,575	\$16,383,542	\$858,671	\$462,361	\$1,321,033

* Based on Market Conditions as of 11/17/2016.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____

Amend No. _____

Date Prepared: November 16, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager

FROM: Anne M. Irons, CMC - Town Clerk

SUBJECT: Schedule a Public Hearing on a Petition from Trio Restaurant,
15 Kingstown Road, Plat C Lot 181-2A to relocate the interior bar.

RECOMMENDATION:

That the Town Council schedules a public hearing on a Petition from Trio, LLC, to amend the Class BV Liquor License by increasing the size of the interior bar from 11 seats to 24 seats and decrease the amount of seating in the lounge area and to amend the site plan in an Urban Renewal Area.

And the Town Council refers to the Planning Board for a recommendation.

SUMMARY:

Trio, LLC, has filed a request to amend the original site plan that was filed at the public hearing on November 7, 2007 when the Class BV Liquor License was granted. According the town's liquor license rules and regulations to expand any area that has been previously authorized a public hearing shall be held with notice by advertising and given notice to abutters.

Trio Restaurant is located in the Urban Renewal Area and a 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.

Also 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.

ATTACHMENTS:

1. Petition Letter from Trio LLC with Site Plan
2. Current Site Plan
3. Zoning Ordinance Section 7.1

Ken Dussinger
Newport Harbor Corporation
300 Metro Center Boulevard
Warwick RI 02886
401 848 70 10 Office
401 318 4660 Cell
kdussinger@newportharbor.com

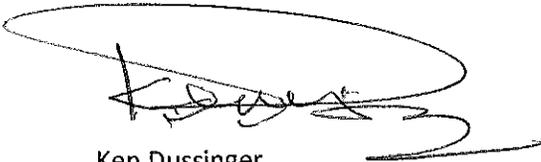
Department of Building Inspection
25 Fifth Avenue
Narragansett, RI 02882

October 31, 2016

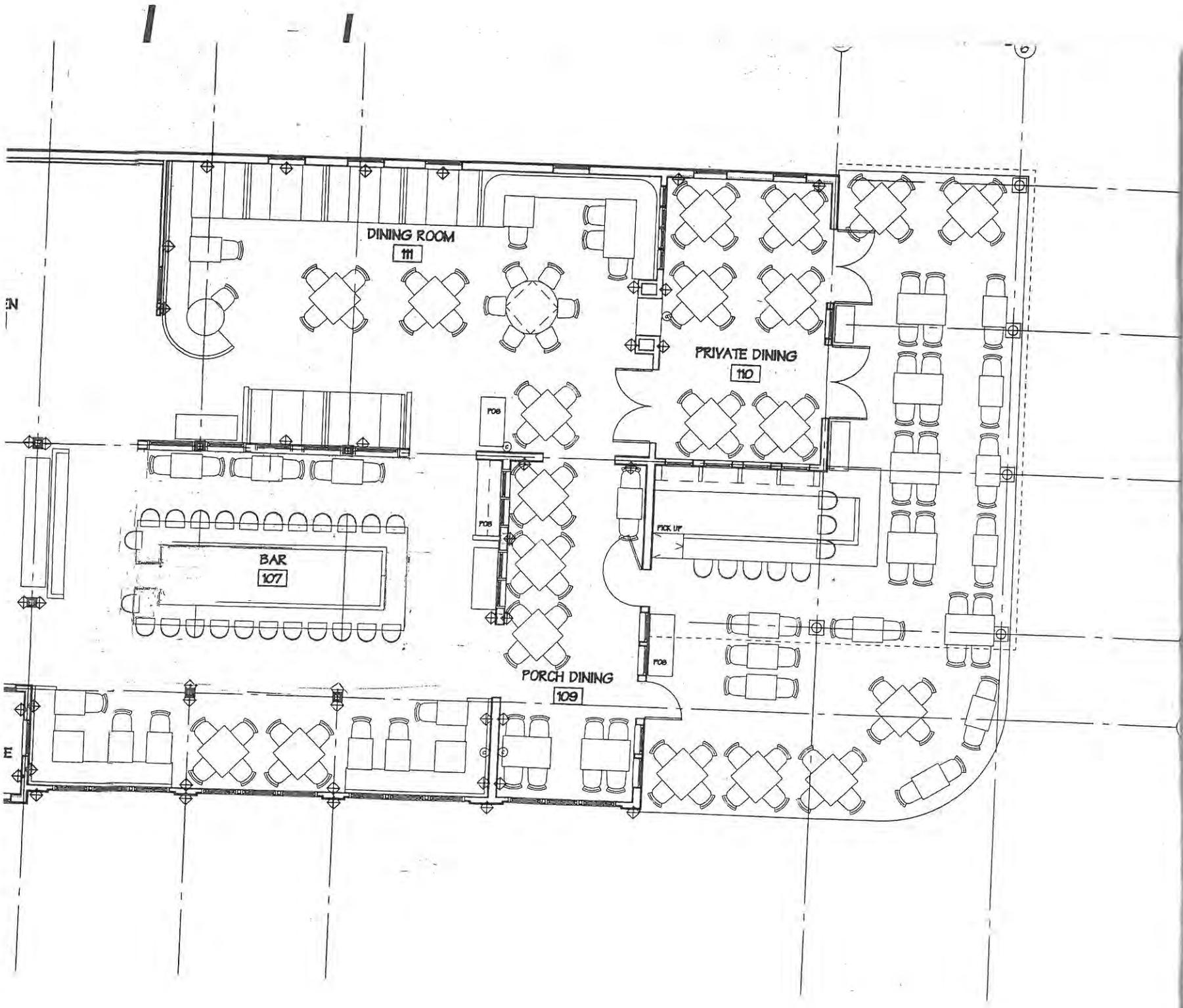
Re: Bar Relocation
Trio Restaurant
15 Kingstown Road
Narragansett, RI 02882

To whom it may concern,
We are proposing and seeking approval for relocate our existing bar from its current location as shown on the original seating plan to the center of the lounge bar area. Please see original and proposed new location plans for clarity. This would increase our bar seats from 11 to 24, but decrease our lounge seats from 22 to 6. Should you have any question, please feel free to call or email me directly.

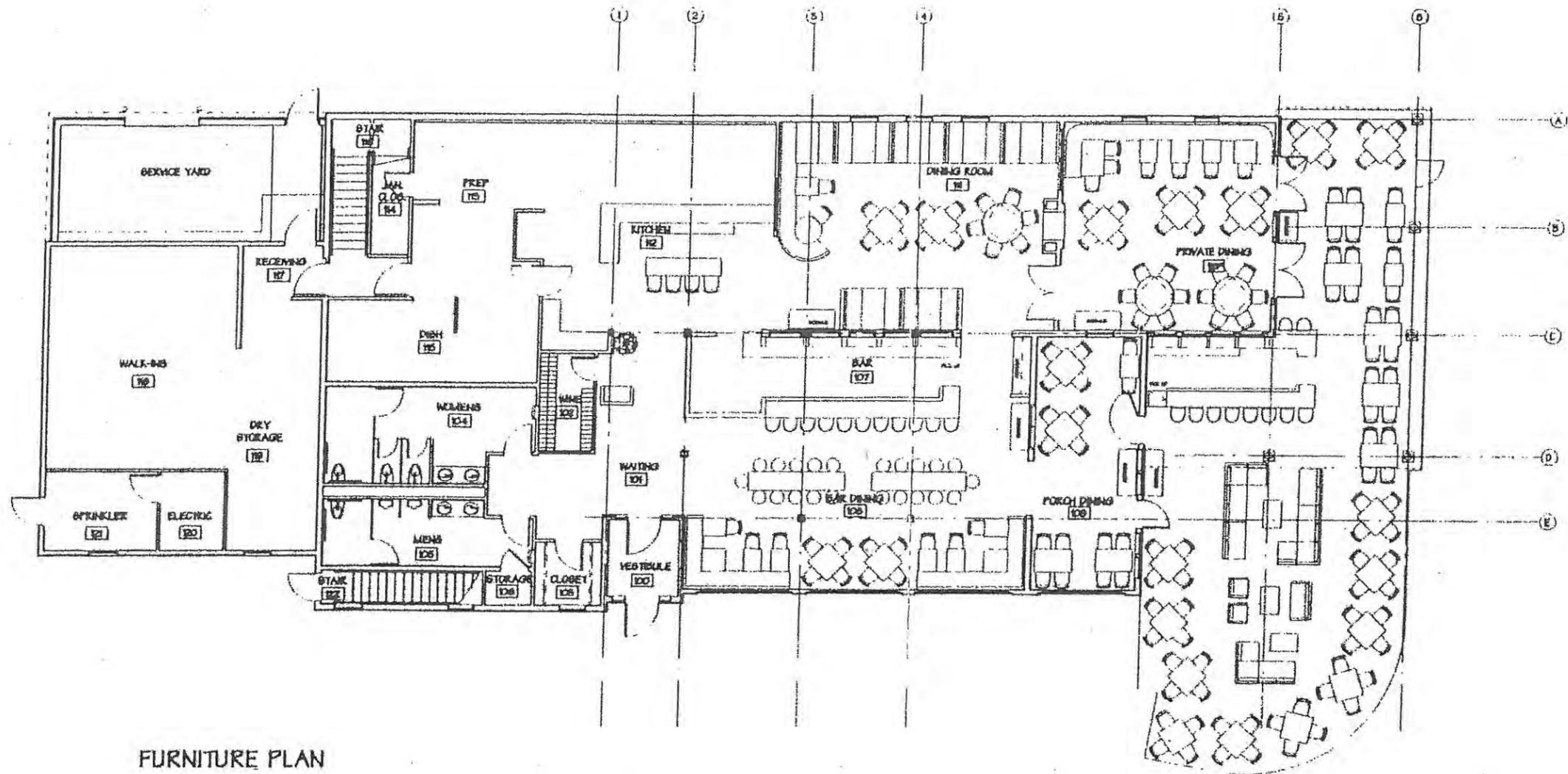
Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Dussinger', is written over a large, hand-drawn oval scribble.

Ken Dussinger



PROPOSED
SITE PLAN



FURNITURE PLAN

SEATING	11
BAR	43
BAR DINING	47
DINING	59
P.D.R.	26
PORCH DINING	16
TOTAL	202
EXTERIOR	
BAR	17
SEATING	88
TOTAL	200

SITE PLAN
& COY

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)

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____

Amend No. _____

Date Prepared: November 14, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager

FROM: Michael DeLuca, Community Development Director

SUBJECT: Text Amendment to Zoning Ordinance

RECOMMENDATION:

TO HOLD A PUBLIC HEARING for text revision of Section 11, (Variances) of the Zoning Ordinance of the Town of Narragansett.

SUMMARY:

The Community Development Department originally submitted proposed text revisions for each of these sections of the Zoning Ordinance as part of the “omnibus “ regulatory changes in 2015. Following review by the Planning Board, these proposed amendments were removed for more in-depth deliberations.

The intent of these revisions is to bring Sections 11.4, 11.5 and 11.6 up to date with the State Zoning Enabling Law. The primary objective of the revisions is to place the standards of review for each type of variance (use variance, dimensional variance) under the appropriate headings.

A draft of this proposal was brought to the Board in July resulting in minor revisions.

On August 16, 2016 the Planning Board reconsidered a second draft of these three sections, and voted unanimously to recommend approval and transmittal to the Town Council for public hearing.

ATTACHMENTS:

1. Advertisement
2. Draft Ordinance text
3. Planning Board Recommendation

November 2, 2016, November 16, 2016

**TOWN OF NARRAGANSETT TOWN COUNCIL
NOTICE PUBLIC HEARING
AMENDMENTS TO CHAPTER 731 OF THE CODE OF ORDINANCES
OF THE TOWN OF NARRAGANSETT ENTITLED
AN ORDINANCE IN RELATION TO ZONING AS IT RELATES TO VARIANCES**

Public Notice is hereby given that the Town Council of the Town of Narragansett will hold a Public Hearing at 8:00 p.m. on Monday, November 21, 2016 in the Town Council Chamber, Town Hall, 25 Fifth Avenue, Narragansett, RI 02882, in accordance with RI General Laws Chapter 45-24-53 for the purpose of amending Section 11.4, Standards to be Met in Granting a Use Variance, Section 11.5, Additional Specific Standards to be Met and Section 11.6, Standards to be Met in Granting a Dimensional Variance within Chapter 731 of the Code of Ordinances of the Town of Narragansett entitled "Zoning", specifically entitled "Variances".

The purpose of this hearing is to review revisions that will bring Sections 11.4, 11.5 and 11.6 up to date with the State Zoning Enabling Law. The primary objective of these revisions is to place the standards of review for each type of variance (use variance and dimensional variance) under the appropriate headings.

Section 11.4 of the Zoning Ordinance entitled "Standards to be Met in Granting a Use Variance" shall be renamed to:

11.4. Standards to be Met in Granting Any Variance

Text of Section 11.4 of the Zoning Ordinance re-titled "Standards to be Met in Granting Any Variance" is amended by incorporating the wording and designations below in place of the specified text in the first paragraph:

In granting a variance, the zoning board of review shall require that evidence to the satisfaction of the following standards be entered into the record of the proceedings:

Text of Section 11.4 of the Zoning Ordinance re-titled "Standards to be Met in Granting Any Variance" is further amended by adding the following text as a separate paragraph:

In addition to the above, the zoning board of review shall consider:

- (1) Access to air, light, views and solar access.
- (2) Public access to water bodies, rivers and streams
- (3) The conservation of energy and energy efficiency

Section 11.5 of the Zoning Ordinance entitled "Additional Specific Standards to be Met" shall be renamed to:

11.5: Additional Specific Standards to be Met in Granting a Use Variance

Text of Section 11.5 of the Zoning Ordinance re-titled "Additional Specific Standards to be Met in Granting a Use Variance" is amended by deleting the following text:

In addition to the above, the zoning board of review shall consider:

- (1) Access to air, light, views and solar access.
- (2) Public access to water bodies, rivers and streams
- (3) The conservation of energy and energy efficiency

Text of Section 11.6 of the Zoning Ordinance entitled "Standards to be met in Granting a Dimensional Variance" is amended by deleting the third paragraph and replacing it with:

Furthermore, in granting a dimensional variance in conjunction with a special use permit, the zoning board shall make specific findings of fact defining any environmentally sensitive feature(s) to be protected and the manner in which the granting of the special use permit and dimensional variance will enhance the protection of the environmentally sensitive feature(s).

Materials will be available for public review and copy at the Town Clerk's Office from 8:30 a.m. to 4:30 p.m. beginning November 2, 2016 through November 21, 2016 and on the Town's website at www.narragansettri.gov.

The proposed ordinance may be altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any alteration or amendment from its original form shall be presented for comment in the course of the public hearing.

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

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

TOWN OF NARRAGANSETT

CHAPTER _____

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

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

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

SECTION 2. Section 11.4 of the Zoning Ordinance entitled Standards to be Met in Granting a Use Variance is amended by incorporating the wording and designations below in place of the specified text:

11.4. Standards to be Met in Granting a Use Variance

shall be renamed to

11.4. Standards to be Met in Granting **Any** Variance.

SECTION 3. Section 11.4 of the Zoning Ordinance entitled Standards to be Met in Granting Any Variance is amended by incorporating the wording and designations below in place of the specified text:

In granting a *use* variance, the zoning board of review shall require that evidence to the satisfaction of the following standards be entered into the record of the proceedings:

shall be deleted and replaced with:

In granting a variance, the zoning board of review shall require that evidence to the satisfaction of the following standards be entered into the record of the proceedings:

SECTION 4. Section 11.4 of the Zoning Ordinance entitled Standards to be Met in Granting Any Variance is amended by incorporating the wording and designations below in place of the specified text:

Add the following text as a separate paragraph:

In addition to the above, the zoning board of review shall consider:

- (1) Access to air, light, views and solar access.
- (2) Public access to water bodies, rivers and streams
- (3) The conservation of energy and energy efficiency

SECTION 5. Section 11.5 of the Zoning Ordinance entitled Additional Specific Standards to be Met is amended by incorporating the wording and designations below in place of the specified text:

11.5: Additional Specific Standards to be Met

shall be renamed

11.5: Additional Specific Standards to be Met **for a Use Variance.**

SECTION 6. Paragraph 2 of Section 11.5 of the Zoning Ordinance entitled Additional Standards to be Met in Granting a Use Variance is amended by incorporating the wording and designations below in place of the specified text:

Delete the following text:

In addition to the above, the zoning board of review shall consider:

- (4) Access to air, light, views and solar access.
- (5) Public access to water bodies, rivers and streams
- (6) The conservation of energy and energy efficiency

SECTION 7. Paragraph 3 of section 11.6 of the Zoning Ordinance entitles Standards to be met in Granting a Dimensional Variance is amended by incorporating the wording and designations below in place of the specified text:

Delete the paragraph and replace with :

Furthermore, in granting a dimensional variance in conjunction with a special use permit, the zoning board shall make specific findings of fact defining any environmentally sensitive feature(s) to be protected and the manner in which the granting of the special use permit and dimensional variance will enhance the protection of the environmentally sensitive feature(s).

- *The combined impact of this ordinance will be to bring the Town's Zoning Ordinance into compliance with the State Enabling Legislation, (RIGL 45-24).*



MEMORANDUM

DATE: August 23, 2016

TO: Matthew Mannix, President, Honorable Town Council

FM: Terence Fleming, Chairman - Narragansett Planning Board

RE: Zoning Ordinance – Variances

INTRODUCTION

The Community Development Department and Planning Board periodically review the Town’s Zoning Ordinance to consider changes in text that may relate to other regulatory provisions, may update standards or add clarification in light of a real world experience. Some areas in need of change are brought to the staff’s attention by other Town departments.

In the attached ordinance, the Planning Board has reviewed the current text of Section 11, (Variances), concluding that certain provisions are in need of revision to better comply with the RI Zoning Enabling Law. At their regular meeting held Tuesday, August 16, 2016, the Planning Board reviewed text of these revisions making their recommendation for approval as noted below.

FINDINGS

- a. In Section 11.4 the existing text deals with general variance standards and so the heading should be changed to “***Standards to be Met in Granting Any Variance***”, reflecting that intent. The first sentence of text would also be corrected accordingly.
- b. Also, in Section 11.4 the Planning Board suggests moving the “***access to air, light views etc...***” from Section 11.5 to this section.
- c. In Section 11.5 the Board finds that most of the existing text sets forth standards for granting a use variance and so this heading should also be changed to “***Additional Specific Standards to be Met for a Use Variance***” reflecting that intent.
- d. Additionally, the Board has found that the supplemental considerations of air, light views etc., have no source in the State law so are suggesting they be removed from this section

and placed in Section 11.4 noted above as a general objective.

- e. In Section 11.6 it was noted by the Board that the third paragraph should apply to all zoning applications not just those located in one of the overlay districts. The purpose of this is to ensure that this provision may remain applicable to environmental resources in general, should 1 or more of the overlays be deleted from the Zoning Code. As such the Board has removed that reference to “*overlay districts*” and retained all the remaining language.

RECOMMENDATION

Upon Motion made by Mr. Glazer and duly seconded by Mr. Indeglia to **RECOMMEND APPROVAL** and refer the Zoning Ordinance to the Town Council, as is.

Motion passes 4 to 0.

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

ATTACHMENTS:

Revised Zoning Ordinance - Text of Section 11.4, 11.5 & 11.6

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 1
Amend No. _____

Date Prepared: October 26, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Year-end Software Training

RECOMMENDATION:

That the Town Council approves, ratifies, and confirms the end-of-year software training services for MUNIS, completed by Tyler Technologies, Inc. in the amount of \$2,553.55.

SUMMARY:

This software training was vital for the finance department to understand, implement, and perform a year-end close-out in the new MUNIS financial system. The emergency request was approved by Acting Town Manager Jeff Ceasrine on June 22, 2016 and Purchase Order 20165749 was issued for the estimated amount of \$3,825.00. The actual total cost of this training was \$2,553.55. The training was completed in fewer days than originally anticipated.

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

Funding was available in the Information Resources Capital Projects Account #00200130 57071, Equipment Replacement.

ATTACHMENTS:

1. Purchase Order 20165749
2. Original quote from Tyler Technologies, Inc.

Purchase Order



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

Purchase Order # **20165749-00**

Delivery must be made within doors of specified destination.

BILL TO

TOWN OF NARRAGANSETT
ATTENTION: ACCOUNTS PAYABLE
25 FIFTH AVENUE
NARRAGANSETT, RI 02882

VENDOR

Tyler Technologies, Inc.
P.O. Box 203556
Dallas TX 75320-3556

SHIP TO

Information Technology
25 Fifth Avenue
Narragansett RI 02882

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
972-713-3700	972-713-3741	16006440	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/22/2016	7652			Information Technology

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Tyler year end closeout traini The Above Purchase Order Number Must Appear On All Correspondence - Packing Slips And Bills Of Lading Software training: 3 days of year-end closeout and training with TylerTech onsite. 00200130 - 57071 \$3,825.00 Training and yearend closeout for MUNIS, approved by ATM; will go before TC as a/r/c. Department to arrange for service(s).	1.0	EACH	\$3,825.000	\$3,825.00

By *Quon W. Gallagher*
Purchasing Manager

ACCOUNTING COPY

Total Ext. Price	\$3,825.00
PO Total	\$3,825.00



Quoted By: Christine Lyden
 Date: 6/21/2016
 Quote Expiration: 12/18/2016
 Quote Name: Town of Narragansett-ERP-Munis Year End Training
 Quote Number: 2016-21297
 Quote Description: Town of Narragansett - Year End Close Assistance

Sales Quotation For

Town of Narragansett
 Town Hall, 25 Fifth Avenue
 Narragansett, Rhode Island 02882-3699
 Phone (401) 782-0600

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation Day	3	\$1,275.00	\$0.00	\$3,825.00
TOTAL:				\$3,825.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$3,825.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$3,825.00	\$0.00
Contract Total	\$3,825.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$780.00	

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 2 3
Amend No. _____

Date Prepared: November 4, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Jeffry Ceasrine, P.E., Town Engineer
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Emergency Pipe Repairs

RECOMMENDATION:

That the Town Council approves, ratifies, and confirms the emergency pipe repair work as performed by Inland Waters, Inc. at the Scarborough WWTF, in the amount of \$2,650.00.

SUMMARY:

During the pre-construction video survey of all of the underground piping at the Scarborough WWTF (in advance of the driving of sheet piling for the flood proofing project), we discovered an obstruction within the main outfall pipe. While the daily operations of that line were not compromised, there was no guarantee that this situation would not become worse over time. We do not have the specialty equipment in-house to mechanically enter a pipe of this size and extract what turned out to be a section of smaller diameter pipe from an unknown source.

We have used the services of Inland Waters, LLC in the past to perform emergency pipeline investigation and repair work, and we contacted them to arrange for the removal of this partial obstruction. The emergency work was approved by the Town Manager. The work has been satisfactorily completed.

This action requires Town Council authorization relative to Section 70-306 (a) (4) of the Code of Ordinances, which requires the solicitation of three (3) written bids for work in excess of \$2,500.00. We needed to have this work completed immediately so that the flood proofing contractor could continue his work with the pre-pile driving pipe condition survey.

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

ATTACHMENTS:

1. Proposal dated October 31, 2016 from Inland Waters, Inc.
2. E-mail with Town Manager's approval.



Single Source Disaster Recovery Specialists

Single Source Disaster Recovery
40 Minnesota Ave.
Warwick, RI 02888
singlesource-usa.com

Client: Narragansett Police Department
Property: 40 Caswell Street
Narragansett, RI 02882

Operator: JESSICAL

Estimator: Chris Lyons

Business: (401) 274-4444

E-mail: chris@smokeclean.com

Type of Estimate: MOLD
Date Entered: 1/5/2016 Date Assigned:
Date Est. Completed: 10/25/2016 Date Job Completed:

Price List: RIPR8X_DEC15
Labor Efficiency: Restoration/Service/Remodel
Estimate: NARRAGANSETT-PD-2

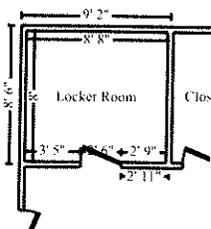
Single Source Disaster Recovery
 40 Minnesota Ave.
 Warwick, RI 02888
 singlesource-usa.com

NARRAGANSETT-PD-2

General Services

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge)	2.00 HR	0.00	42.89	0.00	85.78
Includes: Hourly labor to travel to job-site to deliver, setup, inspect, move and adjust, monitor, take moisture readings, etc. and/or take down & remove equipment Excludes: Equipment charges.					
2. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	2.00 DA	0.00	106.19	0.00	212.38
Includes: Equipment for 24 hour "run time," 1st stage and 2nd stage filters, 10"/12" flex exhaust hose attachment. Excludes: HEPA filter (HMR FHEPA), and set up, take down. Quality: 700-1399 CFM, 99.97% efficiency.					
3. Add for personal protective equipment (hazardous cleanup)	12.00 EA	0.00	10.08	0.00	120.96
<i>2 Workers for 3 Days - 2 Suit Per Day</i>					
4. Clean ductwork - Interior - (PER REGISTER)	7.00 EA	0.00	40.00	0.00	280.00
Includes: Agitator, vacuum, thermal fogging machine, and labor. Excludes: Furnace cleaning, register cleaning.					
5. Clean register - heat / AC	7.00 EA	0.00	3.75	0.00	26.25
Includes: Cleaning chemical and labor.					
6. Furnace - check, heavy clean, replace filters and service	1.00 EA	0.00	199.36	0.00	199.36
Includes: Cleaning chemical, furnace filter, and labor. Note: This item should be used when contamination is present and partial disassembly of the furnace is necessary to completely clean the unit.					
Totals: General Services				0.00	924.73

First Floor



Locker Room

Height: 7' 10"

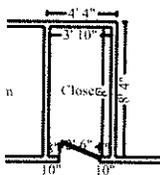
261.11 SF Walls	69.33 SF Ceiling
330.44 SF Walls & Ceiling	69.33 SF Floor
7.70 SY Flooring	33.33 LF Floor Perimeter
33.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
7. Content Manipulation charge - per hour	1.00 HR	0.00	32.05	0.00	32.05
8. Clean suspended ceiling tile	69.33 SF	0.00	0.35	0.00	24.27
9. Clean suspended ceiling grid	69.33 SF	0.00	0.21	0.00	14.56

Single Source Disaster Recovery
 40 Minnesota Ave.
 Warwick, RI 02888
 singlesource-usa.com

CONTINUED - Locker Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Clean light fixture - fluorescent	1.00 EA	0.00	9.24	0.00	9.24
11. Clean door (per side)	1.00 EA	0.00	4.78	0.00	4.78
12. Clean door / window opening (per side)	1.00 EA	0.00	8.54	0.00	8.54
13. HEPA Vacuuming - Detailed - (PER SF)	399.78 SF	0.00	0.66	0.00	263.85
14. Apply anti-microbial agent	399.78 SF	0.00	0.19	0.00	75.96
Totals: Locker Room				0.00	433.25

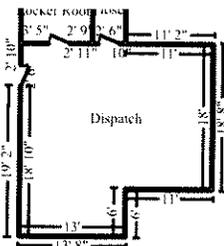


Closet

Height: 7' 10"

185.39 SF Walls	30.67 SF Ceiling
216.06 SF Walls & Ceiling	30.67 SF Floor
3.41 SY Flooring	23.67 LF Floor Perimeter
23.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
15. Clean door (per side)	1.00 EA	0.00	4.78	0.00	4.78
16. Clean door / window opening (per side)	1.00 EA	0.00	8.54	0.00	8.54
17. HEPA Vacuuming - Detailed - (PER SF)	246.72 SF	0.00	0.66	0.00	162.84
18. Apply anti-microbial agent	246.72 SF	0.00	0.19	0.00	46.88
Totals: Closet				0.00	223.04



Dispatch

Height: 7' 10"

752.00 SF Walls	510.00 SF Ceiling
1,262.00 SF Walls & Ceiling	510.00 SF Floor
56.67 SY Flooring	96.00 LF Floor Perimeter
96.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
19. Content Manipulation charge - per hour	2.00 HR	0.00	32.05	0.00	64.10

Single Source Disaster Recovery Specialists

Single Source Disaster Recovery
40 Minnesota Ave.
Warwick, RI 02888
singlesource-usa.com

CONTINUED - Dispatch

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
20. Clean suspended ceiling grid	510.00 SF	0.00	0.21	0.00	107.10
21. Clean suspended ceiling tile	510.00 SF	0.00	0.35	0.00	178.50
22. Clean light fixture - fluorescent	2.00 EA	0.00	9.24	0.00	18.48
23. Clean door (per side)	3.00 EA	0.00	4.78	0.00	14.34
24. Clean door / window opening (per side)	3.00 EA	0.00	8.54	0.00	25.62
25. HEPA Vacuuming - Detailed - (PER SF)	1,772.00 SF	0.00	0.66	0.00	1,169.52
26. Apply anti-microbial agent	1,772.00 SF	0.00	0.19	0.00	336.68
Totals: Dispatch				0.00	1,914.34
Total: First Floor				0.00	2,570.63
Line Item Totals: NARRAGANSETT-PD-2				0.00	3,495.36

Grand Total Areas:

1,198.50 SF Walls	610.00 SF Ceiling	1,808.50 SF Walls and Ceiling
610.00 SF Floor	67.78 SY Flooring	153.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	153.00 LF Ceil. Perimeter
610.00 Floor Area	654.94 Total Area	1,198.50 Interior Wall Area
1,018.78 Exterior Wall Area	115.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Single Source Disaster Recovery Specialists

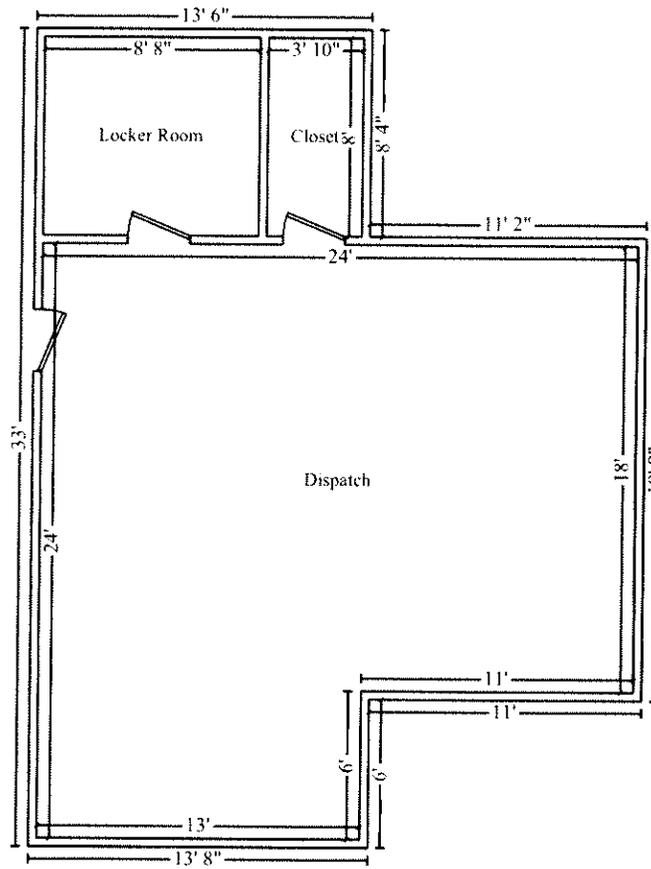
Single Source Disaster Recovery
40 Minnesota Ave.
Warwick, RI 02888
singlesource-usa.com

Summary

Line Item Total	3,495.36
Replacement Cost Value	\$3,495.36
Net Claim	\$3,495.36

Chris Lyons

First Floor



First Floor

From: James Manni [<mailto:jmanni@narragansettri.gov>]
Sent: Wednesday, October 26, 2016 3:07 PM
To: Sean Corrigan
Subject: RE: Cleanup in Dispatch

Your request is approved...JMM

From: Sean Corrigan [<mailto:scorrigan@narragansettri.gov>]
Sent: Wednesday, October 26, 2016 2:07 PM
To: James Manni
Subject: FW: Cleanup in Dispatch

Jim,

I would like to get an emergency PO to go with Single Source Disaster Recovery for the reasons Amatore describes below. I have attached the report that was done for the mold issue in dispatch. I am receiving complaints from dispatch regarding the negative health impacts the conditions are having on them. I would like to get this company in to mitigate this immediately.

Respectfully Submitted,



Chief Sean Corrigan
Narragansett Police
40 Caswell St.
(401) 789-1091 X 301

From: Joseph Amatore [<mailto:jamatore@narragansettri.gov>]
Sent: Wednesday, October 26, 2016 1:57 PM
To: Sean Corrigan
Cc: Jeff Ceasrine; Paul Boisclair; Kyle Rekas; Staci Croy
Subject: Cleanup in Dispatch

Chief-

Please find attached two separate estimates for the recommended cleanup in the dispatch area that resulted from our recent testing.

I am recommending that we use SingleSource, who has the state MPA, in spite of their estimate being considerably higher. SingleSource has provided a much broader scope than CleanRite has in including the adjacent closet, the server/locker room and the ductwork/mechanical equipment associated with the dispatch area.

I would be happy to review this in detail with you if you would like to give me a call or let me know when you are available.

Joseph M. Amatore

Joseph Amatore

Project Engineer
Town of Narragansett
Engineering Department
25 Fifth Avenue
Narragansett, RI 02882
Phone :(401) 782-0636
FAX :(401) 782-0669
Email: jamatore@narragansettri.gov



ORIGINAL

Purchase Order

Fiscal Year 2017

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES
PACKAGES AND SHIPPING PAPERS

Purchase Order # **20172177-00**

Delivery must be made within doors of specified destination.

TOWN OF NARRAGANSETT
ATTENTION: ACCOUNTS PAYABLE
25 FIFTH AVENUE
NARRAGANSETT, RI 02882

Single Source Disaster Recovery Specialist, Inc.
40 Minnesota Avenue
Warwick RI 02888

Police Department
40 Caswell Street
Narragansett RI 02882

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
401-274-4444				17002375		Staci Croy	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
10/31/2016	8162					Police Department	
Item #	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Mold removal/cleanup dispatch						
	Mold removal & restoration of Dispatch area & attached closet. See estimate: Narragansett-PD-2			1.0	EACH	\$3,495.360	\$3,495.36
	0001500 - 50506						\$3,495.36
	10/26/2016 TM Approved for Emergency PO. Will go as A/R/C at 11/21 TC meeting. Engineering to coordinate service.						
	State MPA 397						

By Ann W. Gallagher
Purchasing Manager

DEPARTMENT COPY

Total Ex. Price	\$3,495.36
PO Total	\$3,495.36

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 3

Amend No. _____

Date Prepared: October 31, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Sean Corrigan, Police Chief
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Professional Cleaning and Mold Remediation Services in Dispatch

RECOMMENDATION:

That the Town Council approves, ratifies and confirms the emergency professional cleaning and mold remediation services for the Public Safety dispatch area and attached closet, completed by Single Source Disaster Recovery Specialist, Inc., in the amount of \$3,495.36, per State MPA pricing.

SUMMARY:

The dispatch area (and attached closet) of the Public Safety Building was tested for mold and it was determined that remediation and cleaning services were needed immediately. Mold was present in the walls, ceiling, and flooring.

The Engineering Department contacted Single Source for a quote, as they have a Master Price Agreement through the State of Rhode Island (#397). 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.

The Town Manager approved the emergency cleaning and mold remediation services and Purchase Order # 20172177 was issued to Single Source Disaster Recovery Specialist, Inc., in the amount of \$3,495.36.

Funding was available in the Police Dispatch Operating Account # 1500 50506, Equipment Maintenance & Repair.

ATTACHMENTS:

1. Estimate from Single Source Disaster Recovery Specialist, Inc.
2. Email from Town Manager giving approval, 10/26/16
3. Purchase Order #20172177 to Single Source Disaster Recovery Specialist, Inc.



Single Source Disaster Recovery Specialists

Single Source Disaster Recovery
40 Minnesota Ave.
Warwick, RI 02888
singlesource-usa.com

Client: Narragansett Police Department
Property: 40 Caswell Street
Narragansett, RI 02882

Operator: JESSICAL

Estimator: Chris Lyons

Business: (401) 274-4444

E-mail: chris@smokeclean.com

Type of Estimate: MOLD
Date Entered: 1/5/2016 Date Assigned:
Date Est. Completed: 10/25/2016 Date Job Completed:

Price List: RIPR8X_DEC15
Labor Efficiency: Restoration/Service/Remodel
Estimate: NARRAGANSETT-PD-2

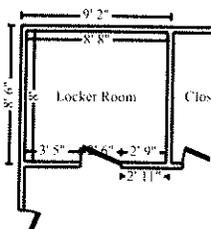
Single Source Disaster Recovery
 40 Minnesota Ave.
 Warwick, RI 02888
 singlesource-usa.com

NARRAGANSETT-PD-2

General Services

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge)	2.00 HR	0.00	42.89	0.00	85.78
Includes: Hourly labor to travel to job-site to deliver, setup, inspect, move and adjust, monitor, take moisture readings, etc. and/or take down & remove equipment Excludes: Equipment charges.					
2. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	2.00 DA	0.00	106.19	0.00	212.38
Includes: Equipment for 24 hour "run time," 1st stage and 2nd stage filters, 10"/12" flex exhaust hose attachment. Excludes: HEPA filter (HMR FHEPA), and set up, take down. Quality: 700-1399 CFM, 99.97% efficiency.					
3. Add for personal protective equipment (hazardous cleanup)	12.00 EA	0.00	10.08	0.00	120.96
<i>2 Workers for 3 Days - 2 Suit Per Day</i>					
4. Clean ductwork - Interior - (PER REGISTER)	7.00 EA	0.00	40.00	0.00	280.00
Includes: Agitator, vacuum, thermal fogging machine, and labor. Excludes: Furnace cleaning, register cleaning.					
5. Clean register - heat / AC	7.00 EA	0.00	3.75	0.00	26.25
Includes: Cleaning chemical and labor.					
6. Furnace - check, heavy clean, replace filters and service	1.00 EA	0.00	199.36	0.00	199.36
Includes: Cleaning chemical, furnace filter, and labor. Note: This item should be used when contamination is present and partial disassembly of the furnace is necessary to completely clean the unit.					
Totals: General Services				0.00	924.73

First Floor



Locker Room

Height: 7' 10"

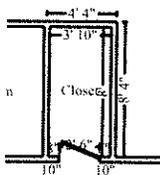
261.11 SF Walls	69.33 SF Ceiling
330.44 SF Walls & Ceiling	69.33 SF Floor
7.70 SY Flooring	33.33 LF Floor Perimeter
33.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
7. Content Manipulation charge - per hour	1.00 HR	0.00	32.05	0.00	32.05
8. Clean suspended ceiling tile	69.33 SF	0.00	0.35	0.00	24.27
9. Clean suspended ceiling grid	69.33 SF	0.00	0.21	0.00	14.56

Single Source Disaster Recovery
 40 Minnesota Ave.
 Warwick, RI 02888
 singlesource-usa.com

CONTINUED - Locker Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Clean light fixture - fluorescent	1.00 EA	0.00	9.24	0.00	9.24
11. Clean door (per side)	1.00 EA	0.00	4.78	0.00	4.78
12. Clean door / window opening (per side)	1.00 EA	0.00	8.54	0.00	8.54
13. HEPA Vacuuming - Detailed - (PER SF)	399.78 SF	0.00	0.66	0.00	263.85
14. Apply anti-microbial agent	399.78 SF	0.00	0.19	0.00	75.96
Totals: Locker Room				0.00	433.25

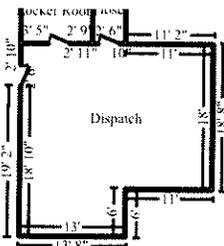


Closet

Height: 7' 10"

185.39 SF Walls	30.67 SF Ceiling
216.06 SF Walls & Ceiling	30.67 SF Floor
3.41 SY Flooring	23.67 LF Floor Perimeter
23.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
15. Clean door (per side)	1.00 EA	0.00	4.78	0.00	4.78
16. Clean door / window opening (per side)	1.00 EA	0.00	8.54	0.00	8.54
17. HEPA Vacuuming - Detailed - (PER SF)	246.72 SF	0.00	0.66	0.00	162.84
18. Apply anti-microbial agent	246.72 SF	0.00	0.19	0.00	46.88
Totals: Closet				0.00	223.04



Dispatch

Height: 7' 10"

752.00 SF Walls	510.00 SF Ceiling
1,262.00 SF Walls & Ceiling	510.00 SF Floor
56.67 SY Flooring	96.00 LF Floor Perimeter
96.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
19. Content Manipulation charge - per hour	2.00 HR	0.00	32.05	0.00	64.10

Single Source Disaster Recovery Specialists

Single Source Disaster Recovery
 40 Minnesota Ave.
 Warwick, RI 02888
 singlesource-usa.com

CONTINUED - Dispatch

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
20. Clean suspended ceiling grid	510.00 SF	0.00	0.21	0.00	107.10
21. Clean suspended ceiling tile	510.00 SF	0.00	0.35	0.00	178.50
22. Clean light fixture - fluorescent	2.00 EA	0.00	9.24	0.00	18.48
23. Clean door (per side)	3.00 EA	0.00	4.78	0.00	14.34
24. Clean door / window opening (per side)	3.00 EA	0.00	8.54	0.00	25.62
25. HEPA Vacuuming - Detailed - (PER SF)	1,772.00 SF	0.00	0.66	0.00	1,169.52
26. Apply anti-microbial agent	1,772.00 SF	0.00	0.19	0.00	336.68
Totals: Dispatch				0.00	1,914.34
Total: First Floor				0.00	2,570.63
Line Item Totals: NARRAGANSETT-PD-2				0.00	3,495.36

Grand Total Areas:

1,198.50 SF Walls	610.00 SF Ceiling	1,808.50 SF Walls and Ceiling
610.00 SF Floor	67.78 SY Flooring	153.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	153.00 LF Ceil. Perimeter
610.00 Floor Area	654.94 Total Area	1,198.50 Interior Wall Area
1,018.78 Exterior Wall Area	115.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Single Source Disaster Recovery Specialists

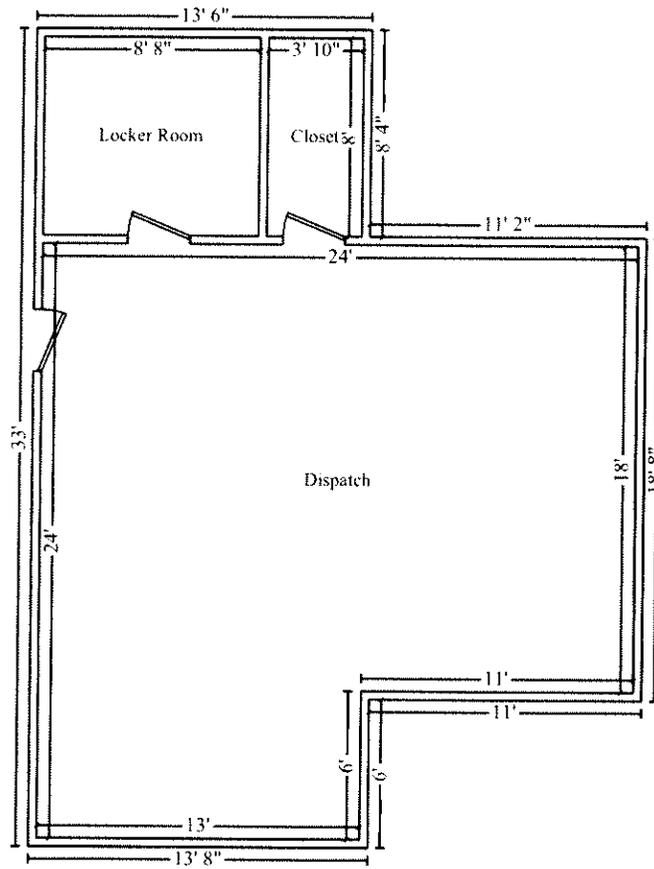
Single Source Disaster Recovery
40 Minnesota Ave.
Warwick, RI 02888
singlesource-usa.com

Summary

Line Item Total	3,495.36
Replacement Cost Value	\$3,495.36
Net Claim	\$3,495.36

Chris Lyons

First Floor



First Floor

From: James Manni [<mailto:jmanni@narragansettri.gov>]
Sent: Wednesday, October 26, 2016 3:07 PM
To: Sean Corrigan
Subject: RE: Cleanup in Dispatch

Your request is approved...JMM

From: Sean Corrigan [<mailto:scorrigan@narragansettri.gov>]
Sent: Wednesday, October 26, 2016 2:07 PM
To: James Manni
Subject: FW: Cleanup in Dispatch

Jim,

I would like to get an emergency PO to go with Single Source Disaster Recovery for the reasons Amatore describes below. I have attached the report that was done for the mold issue in dispatch. I am receiving complaints from dispatch regarding the negative health impacts the conditions are having on them. I would like to get this company in to mitigate this immediately.

Respectfully Submitted,



Chief Sean Corrigan
Narragansett Police
40 Caswell St.
(401) 789-1091 X 301

From: Joseph Amatore [<mailto:jamatore@narragansettri.gov>]
Sent: Wednesday, October 26, 2016 1:57 PM
To: Sean Corrigan
Cc: Jeff Ceasrine; Paul Boisclair; Kyle Rekas; Staci Croy
Subject: Cleanup in Dispatch

Chief-

Please find attached two separate estimates for the recommended cleanup in the dispatch area that resulted from our recent testing.

I am recommending that we use SingleSource, who has the state MPA, in spite of their estimate being considerably higher. SingleSource has provided a much broader scope than CleanRite has in including the adjacent closet, the server/locker room and the ductwork/mechanical equipment associated with the dispatch area.

I would be happy to review this in detail with you if you would like to give me a call or let me know when you are available.

Joseph M. Amatore

Joseph Amatore

Project Engineer
Town of Narragansett
Engineering Department
25 Fifth Avenue
Narragansett, RI 02882
Phone :(401) 782-0636
FAX :(401) 782-0669
Email: jamatore@narragansettri.gov



ORIGINAL

Purchase Order

Fiscal Year 2017

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES
PACKAGES AND SHIPPING PAPERS

Purchase Order # **20172177-00**

Delivery must be made within doors of specified destination.

TOWN OF NARRAGANSETT
ATTENTION: ACCOUNTS PAYABLE
25 FIFTH AVENUE
NARRAGANSETT, RI 02882

Single Source Disaster Recovery Specialist, Inc.
40 Minnesota Avenue
Warwick RI 02888

Police Department
40 Caswell Street
Narragansett RI 02882

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
401-274-4444				17002375		Staci Croy	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
10/31/2016	8162					Police Department	
Item #	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Mold removal/cleanup dispatch Mold removal & restoration of Dispatch area & attached closet. See estimate: Narragansett-PD-2 0001500 - 50506 \$3,495.36 10/26/2016 TM Approved for Emergency PO. Will go as A/R/C at 11/21 TC meeting. Engineering to coordinate service. State MPA 397			1.0	EACH	\$3,495.360	\$3,495.36

By Ann W. Gallagher
Purchasing Manager

DEPARTMENT COPY

Total Ex. Price	\$3,495.36
PO Total	\$3,495.36

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 4
Amend No. _____

Date Prepared: October 31, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Sean Corrigan, Police Chief
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Emergency Transfer/Installation of equipment for K9 cruiser

RECOMMENDATION:

That the Town Council approves, ratifies and confirms the emergency transfer and installation of K9 equipment from a totaled cruiser to new K9 cruiser, completed by Patrol Products Consortium, LLC (Patrol Data), in the amount of \$3,722.40.

SUMMARY:

K9 Cruiser #4 is permanently out of service due to a motor vehicle accident. Cruiser #12 has been taken from the patrol fleet to serve as a K9 cruiser. The equipment needed to be transferred and installed from the totaled car to the other cruiser in order to return the K9 vehicle to service immediately.

The Town Manager approved the emergency purchase and installation of the equipment and Purchase Order 20171864 was issued to Patrol Products Consortium, LLC, in the amount of \$3,722.40.

Funding was available in the Police Department Operating Account #0001511 50506, Equipment Maintenance & Repair.

ATTACHMENTS:

1. Estimate from Patrol Data, dated 9/28/16
2. Email from Town Manager giving approval, 10/11/16
3. Purchase Order #20171864 to Patrol Products Consortium, LLC.



PATROL DATA

60 Alhambra Road, Suite 6
Warwick, RI. 02886

Estimate

Date	Estimate #
9/28/2016	7314

401 942 0044	www.patroldata.com
--------------	--------------------

Name / Address
Narragansett Police Dept Caswell St Narr. RI 02882

Project

Item	Description	Qty	Rate	Total
Installation	Remove and transfer K9 equipment from crash car to new K9 Vehicle	1	2,500.00	2,500.00
SLENLRK1	48" Liberty Lens Kit w/ LED Alley Light pair included	1	275.00	275.00
SXTLS1	1 Pair Liberty LED Take Down	1	92.40	92.40
PDSS101	Replacement Blue LED module for Liberty lightbar on new K9 Car	1	40.00	40.00
Tint Full Car Sedan	Window Tint Full Car Sedan Style (4 doors, and rear Window & windshield)	1	335.00	335.00
PDSS101	Removal of Department owned Lighting, Radio, scanner and Copmputer equipment from crashed police Crown Victoria	1	350.00	350.00
Installation	Install Police Scanner in new K9 Car	1	65.00	65.00
Installation	Install LED Lights in trunk that flash when trunk is open	1	65.00	65.00
Installation	Clean and Wax new K9 car	1	0.00	0.00
Total				\$3,722.40

Sean Corrigan

From: James Manni <jmanni@narragansettri.gov>
Sent: Tuesday, October 11, 2016 8:34 AM
To: Sean Corrigan
Cc: James Manni
Subject: RE: Quote

Sean, this request is approved...Jim

From: Sean Corrigan [<mailto:scorrigan@narragansettri.gov>]
Sent: Tuesday, October 11, 2016 8:21 AM
To: James Manni
Subject: FW: Quote

Jim,

Our K9 car (car #4) was totaled in Officer Matthew Riley's car accident. We are taking another car from our fleet and transferring the equipment from car #4 to make it our new K9 car. I would like to do this immediately so that the K9 will be available to the law enforcement community without further delay. The quote for the work is attached. The town will be receiving a check from the Trust for a little over \$7,100 for car #4.

Please reply if I may proceed with an emergency PO for this.

Respectfully,



Chief Sean Corrigan
Narragansett Police
40 Caswell St.
(401) 789-1091 X 301

From: Secretary Croy
Sent: Tuesday, October 11, 2016 8:03 AM
To: Chief Corrigan
Subject: FW: Quote

Chief,
Per our conversation.
Staci

From: Paul Horoho [<mailto:phoroho@patroldata.com>]
Sent: Friday, October 07, 2016 9:09 AM
To: Kyle Rekas
Subject: Quote



ORIGINAL

Purchase Order

Fiscal Year 2017

Page 1 of 1

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

Purchase Order # **20171864-00**

BILL 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.

VENDOR

Patrol Products Consortium, LLC
60 Alhambra Road
Unit 6
Warwick RI 02886

SHIP TO

Police Department
40 Caswell Street
Narragansett RI 02882

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
401-942-0044		401-942-0050		17002035		Lt. Rekas	
Date Ordered	Vendor Number	Date Required		Freight Method/Terms		Department/Location	
10/13/2016	1729					Police Department	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	The Above Purchase Order Number Must Appear On All Correspondence - Packing Slips And Bills Of Lading Remove & transfer K9 equipment from crashed K9 cruiser to new vehicle. See estimate # 7314.			1.0	EACH	\$3,722.400	\$3,722.40

By *Quon W. Gallagher*
Purchasing Manager

VENDOR COPY

Total Ext. Price	\$3,722.40
PO Total	\$3,722.40

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 5
Amend No. _____

Date Prepared: November 14, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager

FROM: Anne M. Irons, CMC - Town Clerk

SUBJECT: Class F-1 Liquor License Application – The Contemporary Theater
Company – November 4, 2016 – The Towers

RECOMMENDATION:

That the Town Council approves, ratifies and confirms a Class F-1 Alcoholic Beverage License to The Contemporary Theater for November 4, 2016 at The Towers, Narragansett, RI subject to state and local regulations.

SUMMARY:

The Contemporary Theater of Wakefield, RI hosted its annual “Masquerade Fund Raising Event” at the Towers on November 4, 2016. The application was received October 27, 2016 which was too late for the October 17th council meeting. The council members were informed of the late submission. As part of the event, alcohol and food were served and under state law a Class F-1 Liquor License is required for special events when alcohol is served to the public.

ATTACHMENT:

1. Application

TOWN CLERK'S OFFICE
Town Hall
25 Fifth Avenue
Narragansett, RI 02882

CLASS F/CLASS F-1 LICENSE APPLICATION

PLEASE CHECK ONE:

CLASS F LICENSE _____

CLASS F-1 LICENSE

(PLEASE PRINT)

DATE OF APPLICATION: ~~November 4~~ October 26, 2016

NAME OF APPLICANT: The Contemporary Theater
(AGENCY/NON-PROFIT ORGANIZATION)

ADDRESS OF APPLICANT: 327 Main St
Wakefield RI 02879

LOCATION TO BE USED: The theater

KIND OF EVENT: Masquerade Fundraiser

DATE OF EVENT: November 4, 2016

TELEPHONE # WHERE APPLICANT CAN BE REACHED: [REDACTED]

SIGNATURE: Terrence G Simpson President

(Please print name of person signing) TERRENCE G Simpson

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

'16 OCT 27 PM 12:05

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 6
Amend No. _____

Date Prepared: November 14, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager

FROM: Anne M. Irons, CMC - Town Clerk

SUBJECT: Class F-1 Liquor License Application – The Contemporary Theater Company – December 22, 2016 – The Towers

RECOMMENDATION:

That the Town Council approves a Class F-1 Alcoholic Beverage License to The Contemporary Theater for December 22, 2016 at The Towers, 35 Ocean Road, Narragansett, RI, subject to state and local regulations.

SUMMARY:

The Contemporary Theater of Wakefield, RI will be hosting a “Christmas Cabaret Fundraising Event” at the Towers. As part of the event, they will be serving alcohol and food. Under state law a Class F-1 Liquor License is required for special events when alcohol is served to the public.

ATTACHMENT:

1. Application

TOWN CLERK'S OFFICE
Town Hall
25 Fifth Avenue
Narragansett, RI 02882

CLASS F/CLASS F-1 LICENSE APPLICATION

PLEASE CHECK ONE:

CLASS F LICENSE _____

CLASS F-1 LICENSE _____

(PLEASE PRINT)

DATE OF APPLICATION: ~~December~~ October 26, 2016

NAME OF APPLICANT: The Contemporary Theater
(AGENCY/NON-PROFIT ORGANIZATION)

ADDRESS OF APPLICANT: 327 Main St
Wakefield RI 02879

LOCATION TO BE USED: The Tavern

KIND OF EVENT: Christmas Cabaret

DATE OF EVENT: December 22 2016

TELEPHONE # WHERE APPLICANT CAN BE REACHED: 401-741-7552

SIGNATURE: Terrence G Simpson President

(Please print name of person signing) Terrence G Simpson

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

'16 OCT 27 PM 12:05

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 7

Amend No. _____

Date Prepared: November 7, 2016
Council Meeting Date: November 21, 2016

TO: James Manni, Town Manager

FROM: Laura Kenyon, Finance Director

SUBJECT: OPEB Valuation Projection

RECOMMENDATION:

The Town Council approve the expenditure of \$2,500 and authorize the Town Manager to sign the contract for Nyhart to prepare a 30 year projection on the estimated contributions to the OPEB (Other Post-Employment Benefits) Fund.

SUMMARY:

As previously requested by the Town Council Nyhart had prepared a worksheet indicating the status of the OPEB fund projected over 30 years. A new projection is recommended to correspond to the change in the Accounting for OPEB starting in FY 17/18. The major change between this and the previous projection will be the rate on return on investments. As the OPEB Trust is not fully funded the rate of return must be lower than the estimated 7.2% used for the prior projection. This projection will also reflect the updated status of funding in OPEB trust. The cost of the projection is \$2,500 funded from the OPEB fund.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: _____ 8 _____
Amend No. _____**

Date Prepared: November 10, 2016
Council Meeting Date: November 21, 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 \$2,555.23 and the list of Motor Vehicle abatements in the amount of \$3.24.

SUMMARY:

These Real Estate abatements concern:

- (1) Several applications for an Appeal of Property Tax were filed with the Tax Assessment Board of Review; upon review, the board made a reduction to these values; therefore generating an abatement of tax for the 2016 billing period.

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) A motor vehicle was inadvertently sent to Narragansett; this vehicle was abated and sent to the appropriate tax town for the 2016 tax period.

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:

1. Copy of spreadsheet for real estate & motor vehicle abatements.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 9

Amend No. _____

Date Prepared: November 7, 2016
Council Meeting Date: November 21, 2016

TO: Honorable Town Council
FROM: James M. Manni, Town Manager
SUBJECT: Waiver of Interest on Late Tax Payments

RECOMMENDATION:

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

SUMMARY:

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

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

Thomas Morrill & Rhonda Pavese	6 Foster Lane	\$ 50.92
Carpe Diem Family Rev. Trust	7 Muratore Lane	\$ 33.78

ATTACHMENTS

1. Ordinance

Sec. 70-90. - Waiver of interest on overdue quarterly tax payments.

(a) In accordance with the authority granted to the Town of Narragansett pursuant to G.L. § 44-5-8.1, the town finance director, subject to the approval of the town manager, is authorized to waive interest on one quarter's overdue real property tax payment and allow the remaining balance of real property taxes owed for that year to be paid on a quarterly basis if all of the following conditions are satisfied by the taxpayer:

- (1) The property subject to the overdue payment is the residence of the taxpayer and has been for the five years immediately preceding the tax payment which is overdue.
- (2) The request for a waiver of interest is in writing, signed and dated by the taxpayer.
- (3) The taxpayer has made timely payments of taxes to the town for the five years immediately preceding the tax payment which is overdue. The burden of proof of timely payments shall be upon the taxpayer.
- (4) The bill for which the payment is overdue was issued less than two years prior to the date of the request for a waiver of interest.

(b) In no event shall the waiver of interest on a tax bill exceed \$500.00. Decisions of the town manager shall be in writing and sent to the town council. If the taxpayer receives an adverse decision from the finance director, the taxpayer must pay the interest within ten days of the date of the decision.

(Ch. 931, § 1, 8-2-2010)

Editor's note— Ch. 931, § 1, adopted Aug. 2, 2010, set out provisions intended for use as § 70-95. To preserve the style of this Code, and at the editor's discretion, these provisions have been included as § 70-90. Ch. 931, § 2 provides that the ordinance take effect upon its passage, and be given retroactive effect to include tax bills issued in July 2009.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 10

Amend No. _____

Date Prepared: October 17, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Steve Wright, Director Parks and Recreation
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Performance Contract with Roomful of Blues for Gansett Days
2017

RECOMMENDATION:

That the Town Council approves the request from the Parks and Recreation Department to enter into a performance contract with Roomful of Blues (Managed by Midwood Entertainment, LLC) to perform during Gansett Days for the amount of \$3,000.00.

SUMMARY:

This performance by Roomful of Blues concludes the Saturday activities at Gazebo Park during the three days of Gansett Days. In 2016 several hundred people enjoyed the free 1-½ hour music show at Gazebo Park. Roomful of Blues is scheduled to perform on Saturday September 16, 2017 from 6:00 pm to 7:30 pm at Gazebo Park. This performance is one of many free activities that will be offered to residents and visitors throughout the town during Gansett Days 2017.

The Parks and Recreation Department utilizes funding from sponsors (who wish to remain unnamed).for this expense to provide entertainment and other activities throughout the three-day weekend.

ATTACHMENTS:

1. Roomful of Blues (Midwood Entertainment, LLC) performance contract, dated October 4, 2016.

Artist Name : ROOMFUL OF BLUES

THIS CONTRACT made on Tuesday, 04 day of October Year 2016 between **ROOMFUL OF BLUES** (herein referred as Artist) and **NARRAGANSETT RECREATION DEPARTMENT** (herein referred as Purchaser). Both parties are aware that Midwood Entertainment LLC is acting as the agent between both parties.

Show Date : 09/16/2017	Announce Date : 01/10/2017
Venue : GANSETT DAYS	Number Of Sets : 1 SET
Venue Address : 5 OCEAN ROAD NARRAGANSETT, RI 02882	Performance Time : 6:00 PM
Venue Contact : TOM TESSITORE	Show Length : 90 MINUTES
Venue Phone :	Time of Doors : 5:00 PM
Venue Fax :	Billing :
Venue Email : ttessitore@narragansettri.gov	Position : HEADLINER
Venue Website :	Type of Engagement : FESTIVAL
Production Contact : BAND TO PROVIDED SOUND/LIGHTS	Building Capacity :
Production Phone :	Covered : Yes
Production Email :	Radius Clause :
Show Lineup :	Age Limit :
Curfew :	Soft Merch : Artist % :100 House % :0
Hotels : NONE	Music Merch : Artist % :100 House % :0
	Who Sells : ARTIST
	Total tax : \$0.00

Ticket Scaling				Terms	
TICKETS	COMPS	PRICE	EXTENDED	Guarantee \$\$:	\$3,000.00
Gross tix	0		\$0.00	Contract Due Date :	03/16/2017
Net Tix	0			Deposit 1 :	\$1,500.00
Average tix	\$0.00			Deposit 1 Due :	03/16/2017
				Amount Due Date of Show :	\$1,500.00
				Terms :	3000.00 USD FLAT GUARANTEE

Deposits are to be made payable to : Midwood Entertainment LLC by Cashier's/Certified Check or Money Order. BALANCE is due UPON DEMAND day of show in Cash or Cashier's Check and made payable to ARTIST. This balance is guaranteed Rain or Shine. NO PERSONAL CHECKS WILL BE ACCEPTED.

Additional Provisions on Contract : MEALS AND DRINKS PROVIDED BY PURCHASER
BAND TO PROVIDE THEIR OWN SOUND AND LIGHTS

This engagement is not to be advertised or publicized in any manner or form until this contract is fully processed and signed by both parties or without written approval from Artist Management or Midwood Entertainment LLC. This contract may become void if Purchaser fails to sign and return same within fourteen(14) days of date issued.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract. Riders attached hereto are hereby made a part hereof.

Purchaser : NARRAGANSETT RECREATION DEPARTMENT
Signatory : STEVEN WRIGHT

Artist : RF BLUES INC
Signatory : CHRIS VACHON

Signature : _____
Address : 170 CLARKE ROAD
NARRAGANSETT, RI 02882
Phone : 401-782-0668
Email : ttessitore@narragansettri.gov

Signature : _____
Address : c/o Midwood Entertainment LLC
Charlotte, North Carolina 28218
Phone : 704-900-1965
Email : rfbinfo@cox.net
Agent : Micah Davidson

Additional Terms and Conditions

1. PURCHASER will first apply any and all receipts received from the performance to payment required hereunder. All payments must be in full without any deductions whatsoever. PURCHASER will advise ARTIST or ARTIST's agent immediately upon request of the admissions prices for the performance.

2. If the payment to the ARTIST is based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each performance within two (2) hours of such performance. If the payment of PRODUCER's share of performance receipts is based in whole or in part on expenses related to the engagement, PURCHASER shall verify with paid receipts, cancelled checks or other documentation of all expenses or they will not be included as expenses of the engagement. ARTIST shall have the right to have representation present in the box office at all times. Such representative shall have access to the box office records of PURCHASER relating to gross receipts of this engagement only.

3. PURCHASER will furnish and pay for all its own expense(s) necessary for the proper presentation of the performance on the date and time of the above-mentioned performance. This includes without limitation (a) suitable theater, hall or auditorium, well-heated, ventilated, lighted, clean, and in good order, curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in quantity and numbers required by ARTIST, dressing rooms, all needed electricians and stage hands, all lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in the primary newspapers; (b) all music royalties connected with ARTIST's use of music, and additionally the cost of any musicians (including Contractor) other than those furnished by ARTIST as part of the ARTIST's regular company; (c) all amusement taxes; (d) if ARTIST requires, all needed facilities, electricians, stage hands and other personnel for lighting and dress rehearsals; and (e) all other items and personnel (including but not limited to any and all personnel, including musicians, as required by any national or local union(s) required for the proper presentation of the entertainment presentation hereunder and any rehearsals therefore, except those items and personnel which ARTIST herein specifically agrees to furnish. ARTIST has the right to rename the local music contractor and to approve the local musicians hired.

4. In the event of sickness or of accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of ARTIST, it is understood and agreed there shall be no claim for damages by ARTIST and ARTIST's obligations as to such performances shall be waived. In the event of non-performance for any of the above-stated reasons, if ARTIST is ready, willing and able to perform, PURCHASER shall pay full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST hereunder, shall be returned on a pro-rata basis.

5. Inclement weather rendering performances impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST's determination as to performance shall prevail.

6. In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform the contract, shall retain any amounts theretofore paid to ARTIST by PURCHASER, and ARTIST shall remain liable to ARTIST for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or has been impaired or is in ARTIST's opinion unsatisfactory, ARTIST shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to ARTIST by PURCHASER and PURCHASER shall remain liable to ARTIST for the agreed price herein and forth.

7. The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order, form, size and prominence as directed by ARTIST in all advertising and publicity issued by or under the control of the PURCHASER. ARTIST's name or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising without ARTIST's prior written consent.

8. PURCHASER shall not itself, nor shall it permit others to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.

9. ARTIST shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc. on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any.

10. Cancellation Policy:

a. Unless stipulated to the contrary in writing, PURCHASER agrees that ARTIST may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within ten (10) days.

b. Unless stipulated to the contrary in writing, PURCHASER agrees to pay full performance fee if PURCHASER cancels Performance Date within Thirty(30) days of agreed upon performance date.

11. ARTIST shall have exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods employed in fulfilling each obligation of ARTIST hereunder in all respects. ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel other than the ARTIST(s) specifically named herein.

12. PURCHASER agrees (a) to comply promptly with ARTIST's directions as to stage settings for the performance hereunder, (b) that no performers other than those to be furnished by ARTIST hereunder will appear on or in connection with the engagement hereunder, (c) that no stage seats are to be sold or used without ARTIST's prior written consent, and (d) that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST, P.O. Box 18824 Charlotte NC 28218.

13. Unless stipulated to the contrary in this Agreement, Purchaser agrees that Producer may cancel the Engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder

14. It is agreed that ARTIST signs this contract as an independent contractor and not as an employee. This contract shall not, in any way, be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make provisions hereof or otherwise.

15. Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by ARTIST to PURCHASER hereunder. If there is any conflict between any provisions of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. PURCHASER agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by PURCHASER.

16. In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to ARTIST and ARTIST shall control.

17. PURCHASER hereby indemnifies and holds ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorneys' fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the ARTIST.

18. Midwood Entertainment, LLC acts herein only as agent for ARTIST and is not responsible for any act of commission or omission on the part of ARTIST or PURCHASER. In furtherance thereof and for the benefit of Midwood Entertainment, LLC, it is agreed that neither PURCHASER nor ARTIST will name or join Midwood Entertainment, LLC as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of PURCHASER or ARTIST.

19. This contract (a) cannot be assigned or transferred without the written consent of ARTIST, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of North Carolina, regardless of the place of performance. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular, the plural and to all genders.

20. Force Majeure

a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness or injury to ARTIST or member of ARTIST's immediate family, any of ARTIST's musicians, or any of ARTIST's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by ARTIST; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout or other forms of labor difficulties; any act, order, or relation of any court, government agency or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within ARTIST's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond ARTIST's or PURCHASER's reasonable control.

b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 20(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if ARTIST is ready and willing to perform, PURCHASER will pay ARTIST the full amount of the guarantee set forth in this Agreement. Under no circumstances will ARTIST be liable to Purchaser or any third party in contract, tort, or otherwise, for any indirect, incidental, special, consequential, punitive, exemplary, or similar damages that result from the parties' performance or non-performance hereunder, including but not limited to loss of revenue or lost profits, even if ARTIST has been advised of the possibility of such damages.

EXPENSE SHEET

ROOMFUL OF BLUES - 09/16/2017 - NARRAGANSETT

Artist : ROOMFUL OF BLUES	Show Time :
Date : 09/16/2017	Agent : Micah Davidson
Venue : GANSETT DAYS 5 OCEAN ROAD NARRAGANSETT RI, 02882	Venue Phone : Venue Fax :

FIXED EXPENSES

Advertising	\$0.00	Insurance	\$0.00	Sound/Lights	\$0.00
Ascap/Bmi/Sesac	\$0.00	Loaders	\$0.00	Spot Rental	\$0.00
Barricades	\$0.00	Medical/Emt.	\$0.00	Stage Rental	\$0.00
Box Office	\$0.00	Misc	\$0.00	Supervisors	\$0.00
Car Rental	\$0.00	Misc 1	\$0.00	Stagehands	\$0.00
Catering	\$0.00	Misc 2	\$0.00	Support/Talent	\$0.00
Clean Up	\$0.00	Misc 3	\$0.00	Support1	\$0.00
Credit Cards	\$0.00	Phone/Internet	\$0.00	Support2	\$0.00
Door Guards	\$0.00	Police	\$0.00	Support3	\$0.00
Electrician Equip. Rent	\$0.00	Production	\$0.00	Tix Commision Cap	\$0.00
Fireman	\$0.00	Prod./Stage Mgr	\$0.00	Tix Print	\$0.00
Forklift	\$0.00	Remote	\$0.00	Ticket Rebate	\$0.00
Furniture Rent	\$0.00	Rent	\$0.00	Tix Takers	\$0.00
Hall Rent Cap	\$0.00	Riggers	\$0.00	Towels	\$0.00
House Fixed Exp.	\$0.00	Runners	\$0.00	Transportation	\$0.00
House Manager	\$0.00	Sec.Private	\$0.00	Ushers	\$0.00
House Staff	\$0.00	Sec.T Shirt	\$0.00		
Totals					\$0.00

VARIABLE EXPENSES

	Flat	Percentage	Per Ticket		Total
Facility Fee	\$0.00	0.00	\$0.00		\$0.00
Parking Fee	\$0.00	0.00	\$0.00		\$0.00
Misc 1	\$0.00	0.00	\$0.00		\$0.00
Misc 2	\$0.00	0.00	\$0.00		\$0.00
Total Pre Tax					\$0.00
Net Pre Tax					\$0.00
Sales Tax	\$0.00	0.000	\$0.00		\$0.00
Promoter Costs	\$0.00	0.00		Promoter Guarantee as cost	\$0.00
Rent	\$0.00	0.00	\$0.00	Rent Capped At \$0.00	\$0.00
Insurance	\$0.00	0.00	\$0.00		\$0.00
Box Office	\$0.00	0.00	\$0.00		\$0.00
ASCAP	\$0.00	0.000	\$0.00		\$0.00
BMI	\$0.00	0.000	\$0.00		\$0.00
SESAC	\$0.00	0.000	\$0.00		\$0.00
Misc1	\$0.00	0.00	\$0.00		\$0.00
Misc2	\$0.00	0.00	\$0.00		\$0.00
Misc3	\$0.00	0.00	\$0.00		\$0.00
Totals	\$0.00	0.00	\$0.00		\$0.00

SHOW REPORT	AMOUNT	SUMMARY	AMOUNT
Net After Tax		AVG. Ticket Price	\$0.00
		Total Tickets	\$0.00
		Gross Ticket	\$0.00

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 11
Amend No. _____

Date Prepared: October 21, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Scott Partington, Fire Chief
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: NFPA 1041 Fire Service Instructor Training

RECOMMENDATION:

That the Town Council approves the NFPA 1041 Fire Service Instructor training program to be completed by the Rhode Island Fire Academy, in the amount of \$3,525.00.

SUMMARY:

The fire department is looking to send ten (10) members through the RI Fire Academy 1041 Fire Service Instructor training program. The training is funded through a 2015 Assistance to Firefighters grant award.

The training proposal offered by Rhode Island Fire Academy is designed to meet the first level of instructor as identified by the National Professional Qualifications Standards and is prerequisite for other related Pro-board courses.

Rhode Island Fire Academy is the sole source provider for this program.

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 through a reimbursable grant from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security Grant award No. EMW-2015-FO-01261 (accepted on October 17, 2016).

ATTACHMENTS:

1. Invoice from RI Fire Academy, dated September 23, 2016
2. RI Fire Academy training announcement
3. Class Schedule.



RHODE ISLAND DEPARTMENT OF PUBLIC SAFETY

State Fire Marshal

4 Green Lane, Exeter, RI 02822

Telephone: (401) 294-5417

Colonel Steven G. O'Donnell
Commissioner, Department of Public Safety
Superintendent, Rhode Island State Police

John E. Chartier, EFO
State Fire Marshal
Division of the State Fire Marshal

September 23, 2016

Narragansett Fire Department
Chief Scott Partington
40 Caswell Street
Narragansett, RI 02882

Invoice

NFPA 1041-10 Fire Service Instructor Program
Location: RI Fire Academy, 4 Green Lane, Exeter, RI 02822
Start date January 3, 2017

Amount due: \$3,525.00

**Please make Department Check, Money Order or Bank Check
payable to: State of Rhode Island**

Thank you.

Mail to: Rhode Island Fire Academy
Tina Ahlborg
4 Green Lane
Exeter, RI 02822

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**Rhode Island Fire Academy
Training Program**

1041 FIRE SERVICE INSTRUCTOR - LEVEL I

This course is designed to meet the first level of instructor as identified by National Professional Qualification Standards.

Class time is spent on instructor roles; audience analysis; communication skills; the explanation of objectives; simulations and evaluation methods.

Each student is required to prepare and deliver a 20-minute classroom presentation.

- Start Date:** January 3, 2017 (See attached schedule.)
- Site:** RI Fire Training Academy
4 Green Lane (GPS – 251 Main Street, Exeter)
Exeter, RI
- Class Time:** Tuesday & Thursdays
6:30 p.m. – 9:30 p.m.
- Cost:** Sponsored in part by AFG Training Grant awarded to Narragansett Fire Department
Plesae contact Chief Partington regarding payment.
- Textbook:** IFSTA 8th Edition
Fire & Emergency Services Instructor
- Register by:** Monday, December 5, 2016

Questions: tina.ahlborg@sfm.dps.ri.gov 401-294-4517

David DeStefano
 Dmd2334@cox.net

Rhode Island Fire Academy
 Fire & Emergency Service Instructor
 (1041 IFSTA 8th Edition)
4 Green Lane, Exeter

Dates	Class	Instructors
Tuesday, January 3, 2017	Introduction to Program Ch. 1. The Instructor as a Professional up to pg. 20	
Thursday, January 5, 2017	Ch. 1 Laws Applicable to Instructors Ch. 2 Principles of Learning (pg. 41)	
Tuesday, January 10, 2017	Ch. 2 Domains of Learning Chapter 3 Instructional Planning (pg. 56)	
Thursday, January 12, 2017	Ch. 3 Training Aid Selection Ch. 4 Student Assignments	
Tuesday, January 17, 2017	Chapter 4 Instructional Materials and Equipment (students)	
Thursday, January 19, 2017	Ch. 5 Learning Environment	
Tuesday, January 24, 2017	10 Minute Presentations	
Thursday, January 26, 2017	10 Minute Presentations	
Tuesday, January 31, 2017	Ch. 6 Classroom Instruction Pg. 122 - 159	
Thursday, February 2, 2017	Ch. 6 Classroom Instruction Pg. 160 - 188	
Tuesday, February 7, 2017	Ch. 7 Skills Based Training Beyond the Classroom	
Thursday, February 9, 2017	Ch. 8 Testing and Evaluation	
Thursday, February 16, 2017	Ch. 9 Records, Reports, and Scheduling 20 Minute Final Review 10-Question Sample Test	
Tuesday, February 21, 2017	20 Minute Presentation	
Thursday, February 23, 2017	20 Minute Presentation	
Tuesday, February 28, 2017	20 Minute Presentation	
Tuesday, March 7, 2017	FINAL EXAM	

Textbook: Fire & Emergency Services Instructor, IFSTA 8th Edition **Class times: Evenings 6:30 p.m. until 9:30pm**
Saturdays 8:30am until 4:30pm

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____

Amend No. _____

Date Prepared: October 24, 2016
Council Meeting Date: November 21, 2016

TO: James Manni, Town Manager

FROM: Michael DiCicco, Director of Public Works

SUBJECT: Petition requesting approval to install one new pole (P11) and anchor 92' west of Pole 10 on Allegash Trail for service to new home construction at 43 Allegash Trail.

RECOMMENDATION:

That the Town Council approves a petition from the National Grid Company to place one new joint pole (P11) and anchor 92' west of Pole 10 on Allegash Trail for service to new home construction at 43 Allegash Trail.

SUMMARY:

National Grid Company is requesting approval to place a new pole(P11) and anchor 92' west of Pole 10 on Allegash Trail for service to new home construction at 43 Allegash Trail.

ATTACHMENTS:

1. Petition and plan from National Grid.

Town Copy

PETITION OF THE NATIONAL GRID
FOR POLE LOCATIONS

TO THE HONORABLE _____ TOWN COUNCIL
OF NARRAGANSETT _____ RHODE ISLAND
THE NATIONAL GRID

Respectfully asks permission to locate and maintain poles, wires and fixtures,
including the necessary sustain and protecting fixtures to be owned by your
petitioner along and across the following public ways:

ALLAGASH TRAIL PROPOSE NEW SOLELY OWNED POLE LOCATION

Wherefore your petitioner request that they be granted locations for and permission to erect and
maintain poles and wires together with such sustaining and protecting fixtures as it may find
necessary, poles to be located in accordance with the plan filed herewith marked: **22791539**

_____ DATED 10/06/2016 _____

Your petitioner agrees to reserve or provide space for one cross arm at
a suitable point on each of said poles for the fire, police, and telephone
wires belonging to the municipality and used by it exclusively for municipal
purposes.

THE NATIONAL GRID

BY John Carey *JB*
John Carey, Engineering

ORDER

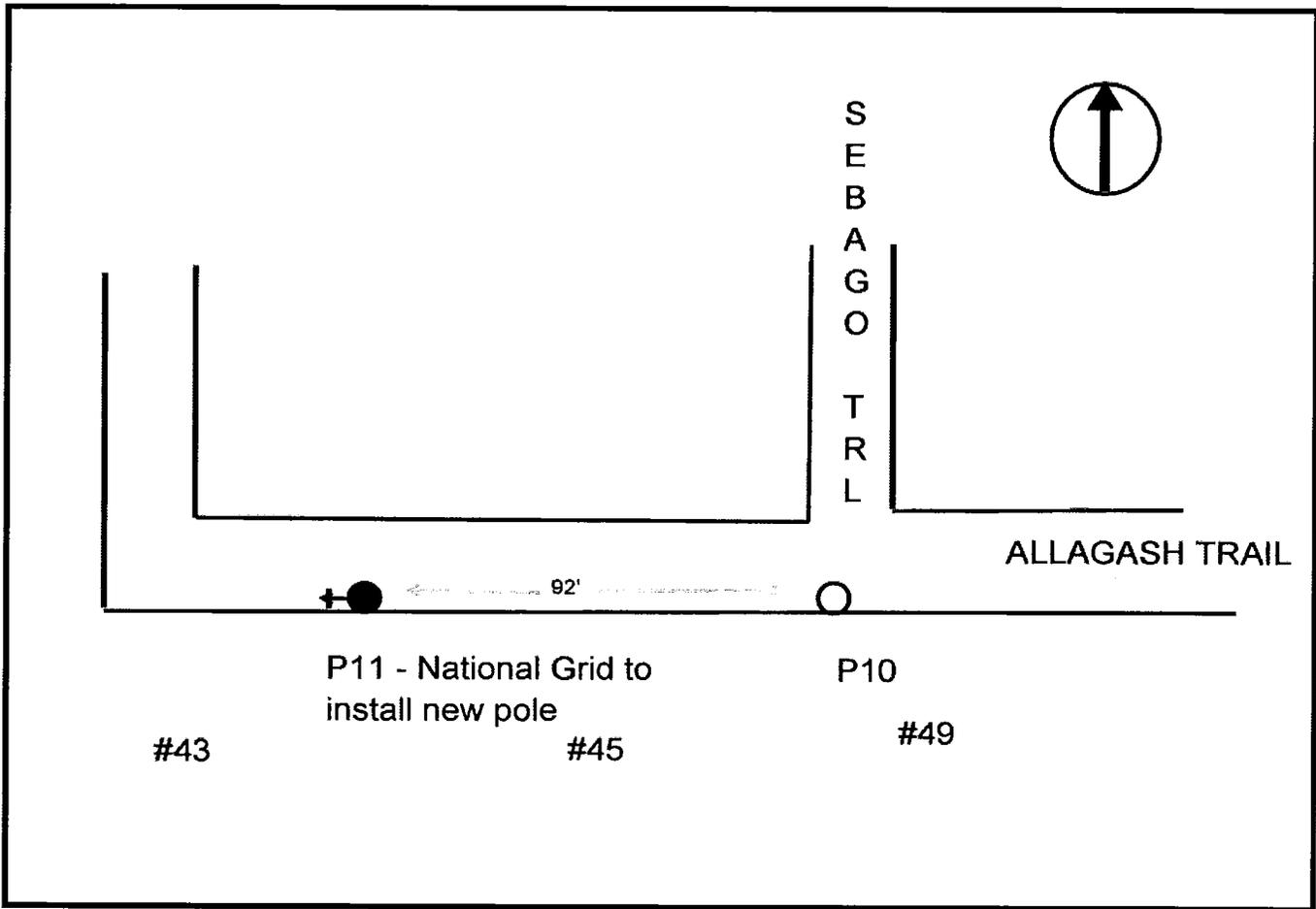
The foregoing petition having been read it was voted that the consent of the

_____ for the use of public ways named for the purposes stated in said petition be and it hereby
is granted----work to be done subject to the supervision at

A true copy of the vote at the _____

Adopted _____ and recorded in Records Book# _____ Page# _____

CLERK



THE NARRAGANSETT ELECTRIC COMPANY

PLAN TO ACCOMPANY PETITION DATED: 10/6/2016

TO THE: Town OF: Narragansett FOR: Pole 11

POLE LOCATION ON: Allagash Trail

DATE OF PLAN: 10/6/2016 PLAN# _____

DESCRIPTION OF WORK: Install new pole and anchor for service to new house #43 Allagash Trail

DATE OF EXISTING GRANT: _____ MAP# _____

SYMBOL KEY

- Existing Pole Location
- Proposed New Pole Location
- ⊗ Existing Pole To Be Abandoned
- ⚓ Proposed Anchor

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 13

Amend No. _____

Date Prepared: October 14, 2016
Council Meeting Date: November 21, 2016

TO: James Manni, Town Manager
FROM: Steve Wright, Director Parks and Recreation
SUBJECT: "RI State Police 5K Foot Pursuit"

RECOMMENDATION:

That the Town Council approves the request from the RI State Police for their annual "5K Foot Pursuit" Road Race to be held on Sunday April 30, 2017 from 10:00 a.m. to 12:00 pm, subject to approval of state and local regulations.

SUMMARY:

The "5K Foot Pursuit" Road Race has been established by the Rhode Island State Police as a fundraiser for the RI State Police Charitable Fund which has annually provided funding sources for countless individuals, groups, and organizations locally as well as state wide. This road race has been typically one of the top rated events in the spring for hundreds of runners and walkers to kick off the season for road races. This event draws upwards to 800 participants and even more spectators to be a part of this event.

ATTACHMENTS:

1. Application for Special Use
2. Proposed Course Map

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

APPLICATION FOR SPECIAL USE

ROAD RACE/WALK-A-THON

TODAY'S DATE

10/8/2016

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

1. NAME OF APPLICANT GARY MANISSIAN
2. ORGANIZATION OCEAN STATE MULTISPORT
3. ADDRESS PO BOX 14103 EAST PROVIDENCE, RI 02914
E-MAIL OCEANSTATEMULTISPORT@GMAIL.COM
4. TELEPHONE () 401-688-5779
5. NATURE OF EVENT 5K ROAD RACE
6. DATE REQUESTED 4-30-2017
7. TIME: 10AM
8. SITES, AREA, BUILDING REQUESTED NARRAGANSETT TOWN BEACH
9. COURSE LAYOUT ATTACHED
MAP OF COMPLETE COURSE ROUTE MUST BE ATTACHED.
10. WHO WILL PARTICIPATE IN THE RACE RUNNERS/WALKERS/PUBLIC
11. NUMBER OF PARTICIPANTS 700-900 SPECTATORS 200-300
12. WILL THERE BE ANY VOLUNTEERS? yes IF YES, HOW MANY 20-30
13. WILL PARTICIPANTS OBTAIN ACCESS BY:
 - CAR(ESTIMATE NUMBER) 300
 - BUS(ESTIMATE NUMBER OF PASSENGERS) _____
14. DESCRIBE IN DETAIL ANY SPECIAL SERVICES REQUESTED _____

15. WILL THERE BE ANY ADVERTISING USED? _____ IF YES, WHAT TYPE _____
16. WOULD YOU LIKE THIS EVENT ADVERTISED ON OUR WEB SITE? yes
17. ANY VENDORS PROVIDING SERVICES? _____ IF YES, NO GOODS FOR SALE
UNLESS APPROVED IN WRITING AS PART OF THIS APPLICATION.
18. IS ADDITIONAL FIRST AID NEEDED? NO

CONDITIONS OF APPLICATION ACCEPTED

RACE EVENT & DATE: RHODE ISLAND STATE POLICE 5K FOOT PURSUIT

[Signature] DATE 10/8/2016

Conditions of Application Accepted [APPLICANT]

[Signature] Accept Denied DATE 10/13/16
Parks Director

PEN EMAIL Accept Denied DATE 10/13/16
Public Works Director

PEN EMAIL Accept Denied DATE 10/13/16
Police Chief

PEN EMAIL Accept Denied DATE 10/13/16
Fire Chief w/REQUIREMENTS

_____ Accept Denied DATE _____
Town Manager

_____ Accept Denied DATE _____
Town Council

Town of Narragansett

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

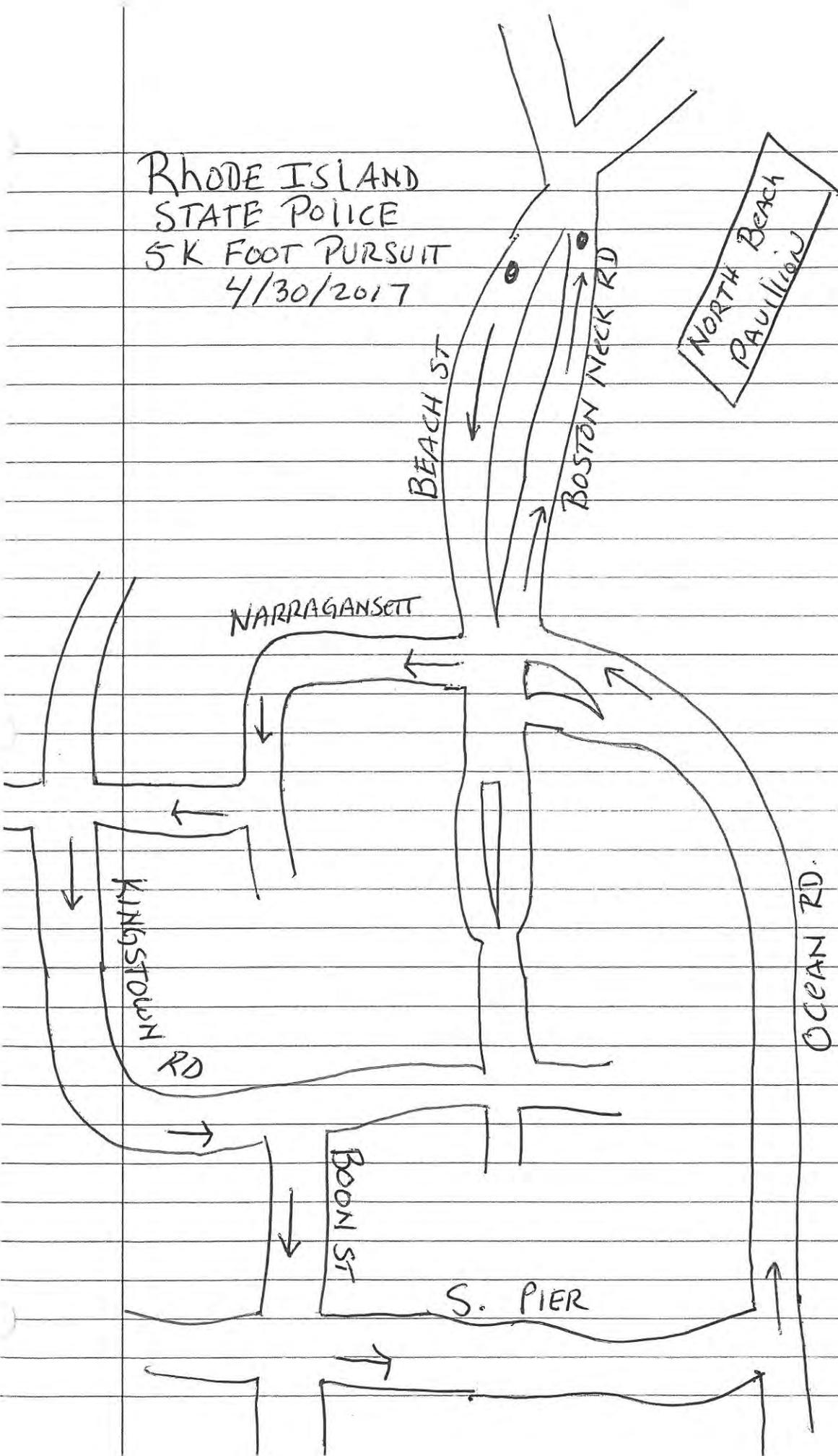
Phone # (401) 782-0658

Fax # (401) 788-2553

Email form to recreation@narragansettri.gov

- LIABILITY INSURANCE CERTIFICATES CO-NAMING THE TOWN OF NARRAGANSETT WILL BE REQUIRED IN THE 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 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 1ST AND 3RD MONDAY OF EVERY MONTH.
- IF STATE ROADS ARE INCLUDED WITHIN THE RACE COURSE, THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION APPROVAL IS REQUIRED.
- ATTACHEMENTS REQUIRED:
 1. RACE COURSE MAP
 2. INSURANCE CERTIFICATE NAMING THE TOWN OF NARRAGANSETT AS ADDITIONAL INSURED

RHODE ISLAND
STATE POLICE
5K FOOT PURSUIT
4/30/2017



Leslie, BIANCU 220P

COMCAST
NET

RHODE ISLAND STATE POLICE 5K FOOT PURSUIT

My name is Gary, and I am the Race Director for the Rhode Island State Police 5k foot pursuit. This event will take place on April 30, 2017 at Narragansett Town Beach, in Narragansett, RI. The start time for this event will be 10:00am. The race will start on Boston Neck Road at the North Pavilion. Runners will make their way down Boston Neck Road, then turn right onto Narragansett Road, then left onto Kingstown Road, then right onto Boon Street, left onto South Street, Left onto Ocean Road to the finish line. We will have Volunteers positioned at all intersections wearing orange vest and waiving orange flags. The Rhode Island State Police will also be at all intersection directing traffic and assuring the safety of the runner and volunteers. The State Police will also lead the race and have a follow sweeper car. Orange cone will separate the runners from any traffic. There will be arrows and mile markers throughout the course so the runners can find their way through the course. There will be Medical Staff at the finish line and also on the course. There will be water at the start and finish line and also on the course at mile 1.5.

All volunteer and participants we sign a waiver form.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 14

Amend No. _____

Date Prepared: October 17, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Surplus Property Sales for July 1, 2015 – July 31, 2016

RECOMMENDATION:

That the Town Council receives the report of surplus property sold on the online auction site, "GovDeals.com" for the period of July 1, 2015 – July 31, 2016 (13 months). Revenue for this period totals \$11,294.48.

SUMMARY:

At the May 7, 2012 meeting, Town Council approved the services of the online auction site, "GovDeals.com" for the Town's surplus equipment and authorized the Purchasing Manager to advertise items as they become available.

Since the last Town Council report from November 2, 2015, the Purchasing Manager has advertised/auctioned thirty (30) items or groups of items. Please note that in addition to realizing profit on the sales, we are keeping items out of the landfill by having customers purchase the item(s) and extending their useful life.

The net profit, after paying the auction site's fee of 7-1/2% of the selling price (or a minimum of \$5.00) is \$11,294.48 for these thirty (30) auctions. The Town has realized a TOTAL net sales profit for surplus items of \$133,581.44 since we began using this service in May 2012. Please see the attached spreadsheet for a listing of the auctions.

The revenue is deposited into the general fund, in revenue account #0508 49035, Miscellaneous.

ATTACHMENTS:

1. Report/spreadsheet for Surplus Property Sales May 2012 – July 2016.

Town of Narragansett
Purchasing Department
Surplus Listing 2012 -

Item for Sale And Brief Description	Orig. Dept.	Auction Ending Date GovDeals	Amount Sold For	Cost of Sale to GovDeals	Net Profit of Sale
1997 Ford F-350 Pickup Truck With 8' Fisher Snow Plow	Fire Dept.	5/7/2012	\$5,350.00	\$401.25	\$4,948.75
20' Maritime Skiff with 1998 Calkins Trailer	Police Dept.	6/6/2012	\$7,025.00	\$526.86	\$6,498.14
Savin 8020D copier/fax/printer	Building Inspection	9/17/2012	\$46.00	\$5.00	\$41.00
Subtotal, as of 10/15/12 agenda:					\$11,487.89
2000 Ford E-450 Type III Rescue	Fire Dept.	1/7/2013	\$7,000.00	\$525.00	\$6,475.00
VHS Camcorder/RCA	Police	12/24/2012	\$0.00	\$0.00	\$0.00
Telephones, lot of 40	Police	12/28/2012	\$7.00	\$5.00	\$2.00
Photo Enlarger/Developer	Police	12/24/2012	\$0.00	\$0.00	\$0.00
AFIS/Livescan Machine	Police	12/27/2012	\$6.00	\$5.00	\$1.00
Ford Crown Victoria, 2008	Police	1/3/2013	\$2,550.00	\$191.25	\$2,358.75
Ford Crown Victoria, 2009	Police	1/3/2013	\$3,109.00	\$233.18	\$2,875.83
1997 Ford F800 Dump Truck	Public Work	1/24/2013	\$5,500.00	\$412.50	\$5,087.50
Subtotal, as of 5/20/13 agenda:					\$16,800.08
Gravelly 260Z mower w/blown engine	Parks	3/11/2013	\$547.00	\$41.02	\$505.98
Konica 7135 Fax/Scanner/Copier	Parks/Rec	4/4 and 4/18/13	\$0.00	\$0.00	\$0.00
Panels/lot of 3	??	4/5/2013	\$20.00	\$5.00	\$15.00
Woods Bush Hog backhoe attachment	Parks	4/18/2013	\$1,765.00	\$132.37	\$1,632.63
Kubota M4500DT Tractor, 1983	Parks	4/22/2013	\$4,510.55	\$338.29	\$4,172.26
Fuji Microfilm Reader Printer	Library	5/23/2013	\$0.00	\$0.00	\$0.00
Ford Taurus SE, 2004	Police/PW	6/24/2013	\$2,027.00	\$152.02	\$1,874.98
Ford Taurus SE, 2004	Police/PW	6/25/2013	\$2,650.00	\$198.75	\$2,451.25
SuperDeck System Deck Panels	Beach/P&R	9/5/2013	\$1,111.00	\$83.32	\$1,027.68
Canon Imageclass MF6530 machine	Accounting	10/18/2013	\$25.00	\$5.00	\$20.00
Ricoh Aficio 2232C machine	Police	11/5/2013	\$60.00	\$5.00	\$55.00
1995 Dodge Ram 2500 Pickup	Wastewater	10/28/2013	\$7,582.25	\$568.67	\$7,013.58
Printronix P7215 Line printer #1	Info Resourc	1/13/2014	\$1,800.00	\$135.00	\$1,665.00
Printronix P7215 Line printer #2	Info Resourc	1/13/2014	\$1,600.00	\$120.00	\$1,480.00
Pool Equipment: sand filter	Parks/Rec	2/3 and 2/11/14	\$0.00	\$0.00	\$0.00

Item for Sale And Brief Description	Orig. Dept.	Auction Ending Date GovDeals	Amount Sold For	Cost of Sale to GovDeals	Net Profit of Sale
Pool Equipment: sing lever valve	Parks/Rec	2/3 and 2/11/14	\$0.00	\$0.00	\$0.00
Pool Equipment: strainer	Parks/Rec	2/3/2014	\$50.00	*buyer defaulted and never paid or picked up	
Pool Equipment: Motor	Parks/Rec	2/3/2014	\$100.00	*buyer defaulted and never paid or picked up	
Pool Equipment: Chemical controller	Parks/Rec	2/3/2014	\$110.00	*buyer defaulted and never picked up	
Pool Equipment: Butterfly valve	Parks/Rec	2/3 and 2/11/14	\$0.00	\$0.00	\$0.00
Pool Equipment: Flanged reducer	Parks/Rec	2/3 and 2/11/14	\$0.00	\$0.00	\$0.00
Pool Equipment: Pressure gauges	Parks/Rec	2/3/2014	\$20.00	*buyer defaulted and never picked up	
Pool Equipment: 4" Flow meter	Parks/Rec	2/3/2014	\$45.00	*buyer defaulted and never picked up	
Pool Equipment: CoPh2 feed system	Parks/Rec	2/3/2014	\$30.00	*buyer defaulted and never picked up	
Pool Equipment: Butterfly valve	Parks/Rec	2/11/2014	\$10.00	\$5.00	\$5.00
Pool Equipment: Butterfly valve lever	Parks/Rec	2/4 and 2/11/14	\$0.00	\$0.00	\$0.00
Pool Equipment: aquatic lift	Parks/Rec	2/4/2014	\$650.00	\$48.75	\$601.25
Pool Equipment: pool heater	Parks/Rec	2/4/2014	\$30.00	\$5.00	\$25.00
Pool Equipment: lane markers w/rack	Parks/Rec	2/4/2014	\$60.00	\$5.00	\$55.00
Pool Equipment: pool covers (2)	Parks/Rec	2/4/2014	\$90.00	\$6.75	\$83.25
Pool Equipment: chlorine tank	Parks/Rec	2/11/2014	\$10.00	\$5.00	\$5.00
Canon IRC5185 printer/copier/scanner	Engineering	2/20/2014	\$100.00	\$7.50	\$92.50
2001 Elgin Pelican Street Sweeper	DPW	TC 3/17/14	\$10,000.00	N/A	\$10,000.00
Canon 35MM Camera w/2 lenses	Police	4/9/2014	\$21.00	\$5.00	\$16.00
Kristel Video Viewer	Police	4/9/2014	\$6.00	\$5.00	\$1.00
American CCTV Video Cass. Player	Police	4/9/2014	\$0.00	\$0.00	\$0.00
Canon L1 Video Camera & Recorder	Police	4/9/2014	\$90.00	\$6.75	\$83.25
Hitachi Video Cassette Recorder	Police	4/9/2014	\$0.00	\$0.00	\$0.00
Computer Voice Stress Analyzer	Police	4/9/2014	\$20.00	\$5.00	\$15.00
Accelelevision Video Cass. Recorder	Police	4/9/2014	\$5.00	\$5.00	\$0.00
Canon EOS 35MM Camera w/lense & flash	Police	4/9/2014	\$78.00	\$5.85	\$72.15
Electrostatic Dust Lifter	Police	4/9/2014	\$5.00	\$5.00	\$0.00
Canon EOS 35MM Camera w/lense & flash	Police	4/9/2014	\$12.00	\$5.00	\$7.00
Polaroid Camera w/table & lights	Police	4/9/2014	\$13.00	\$5.00	\$8.00
Canon IR5000 Printer/Copier	Public Work	4/11/2014	\$906.00	\$67.95	\$838.05
Subtotal, as of 6/16/14 agenda:					\$33,820.81

Item for Sale And Brief Description	Orig. Dept.	Auction Ending Date GovDeals	Amount Sold For	Cost of Sale to GovDeals	Net Profit of Sale
1989 Hahn Fire Pumper Truck	Fire	6/4/2014	\$23,100.00	\$1,732.50	\$21,367.50
Storage Tank, 200 gallon (Tank 1)	Wastewater	6/5/2014	\$15.00	\$5.00	\$10.00
Storage Tank, 200 gallon (Tank 1)	Wastewater	6/5/2014	\$15.00	\$5.00	\$10.00
Storage Tank, 200 gallon (Tank 1)	Wastewater	6/5/2014	\$15.00	\$5.00	\$10.00
HP plotter DesignJet 1050c w/cartridge	Engineering	6/24/2014	\$625.00	\$46.87	\$578.13
2006 Ford Crown Victoria Police Inter	Police	8/25/2014	\$701.00	\$52.57	\$648.43
1997 Ford F800 Truck	Public Work	6/30/2014	\$5,000.00	\$375.00	\$4,625.00
Utility Trailer, Snow Bear	Public Work	7/3/2014	\$120.00	\$9.00	\$111.00
1997 Ford F350XL 4wd w/plow	Public Work	9/25/2014	\$1,900.00	\$142.50	\$1,757.50
2001 Ford Taurus LX	Fire	1/5/2015	\$310.00	\$23.25	\$286.75
1994 GMC Sierra 3500 4wd dump tru	Parks	10/1/2014	\$1,100.00	\$82.50	\$1,017.50
2000 Ford Crown Victoria Police Inter	Police	10/16/2014	\$400.00	\$30.00	\$370.00
HP Electronic distance meter w/case	Engineering	11/20/2014	\$28.53	\$5.00	\$23.53
2009 Ford Crown Victoria Police Inter	Police	11/21/2014	\$2,310.00	\$173.25	\$2,136.75
2008 Ford Crown Victoria Police Inter	Police	12/11/2014	\$1,510.00	\$113.25	\$1,396.75
2009 Ford Crown Victoria Police Inter	Police	12/3/2014	\$1,510.00	\$113.25	\$1,396.75
Idexx Quanti-Tray Sealer 2X	Engineering	12/8/2014	\$227.58	\$17.07	\$210.51
2003 Ford Taurus SE FFV	Fire	1/28/2015	\$161.00	\$12.07	\$148.93
Delta Dust Collection System	Public Work	1/21/2015	\$145.00	\$10.87	\$134.13
Radial arm saw/compound miter saw	Public Work	1/22/2015	\$150.00	\$11.25	\$138.75
Hydraulic tank and pump	Public Work	2/17/2015	\$102.00	\$7.65	\$94.35
1996 Ford F450 2wd	Public Work	3/23/2015	\$2,800.00	\$210.00	\$2,590.00
2011 Ford Crown Victoria Police Inter	Police	4/6/2015	\$3,300.00	\$247.50	\$3,052.50
2011 Ford Crown Victoria Police Inter	Police	4/6/2015	\$3,575.00	\$268.12	\$3,306.88
2002 Chrysler Sebring GTC convertit	Police	4/16/2015	\$1,425.00	\$106.87	\$1,318.13
2001 Infinity QX4 4wd	Police	5/11/2015	\$4,675.00	\$350.62	\$4,324.38
1999 Ford F550 2wd DRW	Public Work	5/7/2015	\$4,320.00	\$324.00	\$3,996.00
Box Trailer, Pace American	Public Work	5/12/2015	\$1,590.00	\$119.25	\$1,470.75
Jet Spray Trailer	Public Work	6/19/2015	\$3,710.00	\$278.25	\$3,431.75
Land Pride Scarifier	Public Work	6/22/2015	\$233.00	\$17.47	\$215.53
Subtotal, as of 11/2/15 agenda:					\$60,178.18
Truck Cap 8'	Public Work	8/5/2015	\$18.00	\$5.00	\$13.00
Auger Bit Hex Drive, 36"	Public Work	8/20/2015	\$415.00	\$31.12	\$383.88
Chimney blocks, gray/organge/Lot/26	Public Work	8/21/2015	\$40.00	\$5.00	\$35.00
Dell Precision workstation & monitor	Engineering	9/21/2015	\$30.00	\$5.00	\$25.00

Item for Sale And Brief Description	Orig. Dept.	Auction Ending Date GovDeals	Amount Sold For	Cost of Sale to GovDeals	Net Profit of Sale
2000 Ford F350 Truck (RUSTED) (PI	Public Work	10/8/2015	\$3,540.00	\$265.50	\$3,274.50
My-Tana Sewer cleaning machine	Public Work	11/10/2015	\$580.00	\$43.50	\$536.50
Hobart gas-powered welder	Public Work	11/10/2015	\$123.00	\$9.22	\$113.78
Anti-freeze flushing machine	Public Work	11/13/2015	\$66.00	\$5.00	\$61.00
Engine & transmission -Ford Crown \	Public Work	1/8/2016	\$836.00	\$62.70	\$773.30
Hydraulic tire dolly	Public Work	1/8/2016	\$94.00	\$7.05	\$86.95
Applied Concepts handheld radar uni	Police	2/3/2016	\$106.00	\$7.95	\$98.05
Kustom Signals handheld radar unit	Police	2/3/2016	\$30.65	\$5.00	\$25.65
Back-pack blower by Troy-Bilt	Parks	2/5/2016	\$36.01	\$5.00	\$31.01
Applied Concepts handheld radar uni	Police	2/9/2016	\$15.00	\$5.00	\$10.00
Echo back-pack blower	Parks	2/17/2016	\$21.00	\$5.00	\$16.00
Applied Concepts handheld radar uni	Police	2/26/2016	\$100.00	\$7.50	\$92.50
Copier/printer/scanner Ricoh MP350(Finance	3/10/2016	\$60.00	\$5.00	\$55.00
Toilet tissue dispensers, s/s, set/9	Parks	3/17/2016	\$10.00	\$5.00	\$5.00
Applied Concepts handheld radar uni	Police	3/16/2016	\$100.00	\$7.50	\$92.50
Toilet tissue dispensers, plastic, set/2	Parks	4/1/2016	\$0.00	\$0.00	\$0.00
Paper towel dispensers, plastic, set/1	Parks	4/1/2016	\$0.00	\$0.00	\$0.00
Soap, pink lotion (Lot/19 each)	Parks	4/8/2016	\$49.56	\$5.00	\$44.56
Vehicle radar unit w/antenna	Police	5/13/2016	\$95.51	\$7.16	\$88.35
Vehicle radar unit w/antenna	Police	5/13/2016	\$66.51	\$5.00	\$61.51
Vehicle radar antenna	Police	5/13/2016	\$60.01	\$5.00	\$55.01
Vehicle radar antenna	Police	5/16/2016	\$50.00	\$5.00	\$45.00
Vehicle radar antenna	Police	5/16/2016	\$40.00	\$5.00	\$35.00
Hand sanitizer dispensers (Lot/10)	Public Work	6/20/2016	\$0.00	\$0.00	\$0.00
Copier/printer/scanner Canon Imager T.Clerk		6/28/2016	\$110.00	\$8.25	\$101.75
2002 Sterling Truck L8500 w/sander	Public Work	7/5/2016	\$5,551.00	\$416.32	\$5,134.68
Subtotal, as of 11/21/16 agenda:					\$11,294.48
Total, from 2012 - 2016					\$133,581.44

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 15
Amend No. _____

Date Prepared: November 16, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager

FROM: Anne M. Irons, CMC -Town Clerk

SUBJECT: One-Day Peddler's License – Stuart M. Fishman d/b/a Balloons ETC,
Westerly, RI- December 4, 2016 – Festival of Lights Tree Lighting
Gazebo Park

RECOMMENDATION:

That the Town Council approve an application for a One-Day Peddler's License to Stuart M. Fishman d/b/a Balloons ETC, Westerly, RI on December 4, 2016 at Gazebo Park, 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. Such licenses must be applied for and approved by the Town Council. The Parks & Recreation Department is holding the Annual Festival of Lights on the 4th of December.

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

'16 NOV 16 PM 1:47

ONE-DAY PEDDLER'S APPLICATION / LICENSE

Stuart Fishman Balloons ETC.
Applicant's Name Trade Name

15 Brandywine dr Westerly RI 02891
Mailing Address

401-263-9885
Applicant's Telephone #

Crystal Benitau (Daughter) 11-16-16
Applicant's Signature Date

Product(s): NOVELTIES (NO FOOD)

Date(s) of Event: Dec 4, 2016

Type of Event: Tree Lighting

Name/Address of Event: _____

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

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

FEE: \$ 25.00 *pd*

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: 16

Amend No. _____

Date Prepared: November 7, 2016
Council Meeting Date: November 21, 2016

TO: James Manni, Town Manager

FROM: Laura Kenyon, Finance Director

SUBJECT: School Bond Refunding

RECOMMENDATION:

The Town Council adopts a Resolution Authorizing the Town to Issue up to \$14,000,000 General Obligation Refunding School Bonds.

SUMMARY:

The attached resolution is for the refunding of the School 2009 C Bonds in an amount not to exceed \$14 Million. The refunding of a portion of the Town's 2009 C Bonds for the Schools is expected to generate an estimated \$1.16 million in present value savings of which approximately \$858,000 would benefit the Town and the balance to the State.

Rates on current School Bonds range from 4.00%-5.00%. The proposed Refunding Bonds are anticipated to have an average rate around 2.36% based on current rates.

As the refunding is expected to occur no earlier than January 2017, rates and savings may change.

ATTACHMENTS:

1. Resolution

**RESOLUTION AUTHORIZING THE TOWN TO ISSUE UP TO
\$14,000,000 GENERAL OBLIGATION REFUNDING SCHOOL BONDS**

WHEREAS, the Town has previously issued its \$21,500,000 General Obligation School Bonds dated May 14, 2009 (the "Prior Bonds") to the Rhode Island Health and Educational Building Corporation ("RIHEBC") to evidence a loan from RIHEBC to the Town for financing of renovations, remodeling, additions, improvements and/or related equipment for schools and all costs incidental thereto;

WHEREAS, such \$21,500,000 General Obligation School Bonds were issued to RIHEBC and serve as part of the security for RIHEBC's \$24,910,000 Public Schools Revenue Bond Financing Program Revenue Bonds, Series 2009 C dated May 14, 2009 (the "Prior RIHEBC Bonds");

WHEREAS, the Town desires to issue general obligation refunding bonds to refund the Prior Bonds in order to take advantage of the lower interest rates which currently are prevailing so as to enable RIHEBC to refund its Prior RIHEBC Bonds with refunding bonds (the "RIHEBC Refunding Bonds"); and

WHEREAS, the issuance of the Refunding Bonds (as hereinafter defined) will result in a financial benefit to the Town.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF NARRAGANSETT:

Section 1. Pursuant to the authority contained in Section 45-12-5.2 of the General Laws of the State of Rhode Island, Chapters 349 and 477 of the Public Laws of 2006 (the "Act") and Resolution 07-14 passed August 6, 2007 and Chapter 45-38.1 of the General Laws, the Town Council hereby authorizes the issuance of bonds in an amount not to exceed \$14,000,000 (the "Refunding Bonds") to refund all or a portion of the presently outstanding principal of and interest on the Prior Bonds, including payment of redemption premiums, if any, on the Prior Bonds or the Town's allocable share of such premiums on the Prior RIHEBC Bonds, and interest on the Prior Bonds coming due on or prior to the date on which the Prior Bonds are to be redeemed, and costs of issuance of the Refunding Bonds including but not limited to the Town's share of the cost of issuance of the RIHEBC Refunding Bonds.

Section 2. That said officers are hereby authorized to sell, execute and deliver the Refunding Bonds by negotiated to RIHEBC or as directed by RIHEBC, at such rates and with such premiums, if any, as the Town Treasurer and the President of the Town Council may determine in their sole discretion. Said officers shall also determine in their sole discretion, and the amounts, denominations, maturities, interest payment dates and manner of sale and all other details concerning other terms, conditions and details of the Refunding Bonds. Without limiting the generality of the foregoing, said officers are authorized enter into and execute financing and/or other agreements with RIHEBC and the trustee and/or underwriters for the RIHEBC Refunding Bonds and/or amendments to prior financing and/or other agreements with RIHEBC and/or its trustee.

Section 3. The President of the Town Council and the Town Treasurer are hereby authorized to execute and deliver on behalf of the Town such additional instruments, certificates and agreements as are necessary to effect the refunding and the issuance of the Refunding Bonds, the due authorization thereof being conclusively demonstrated by their execution and delivery of such instruments, certificates and agreements. Without limiting the generality of the foregoing, the Town Treasurer is hereby specifically authorized to confirm and/or make additional findings that the refunding will result in a financial benefit to the Town.

Section 4. The Town Treasurer and the President of the Town Council and each of them acting singly are hereby authorized and instructed to take all actions, on behalf of the Town, necessary to ensure that interest on the Refunding Bonds will be excludable from gross income for federal income tax purposes, to refrain from all actions which would cause interest on the Refunding Bonds to become subject to federal income taxes, and if eligible to deem the Refunding Bonds, and to the extent not deemed to be, to designate the Refunding Bonds as "qualified tax-exempt obligations" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended (the "Code"). The said officers are hereby authorized and instructed to take such action as to comply with Rule 15c2-12(b)(5) of the Securities and Exchange Commission and are authorized to execute and deliver a Continuing Disclosure Certificate. The Town hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as it may be amended from time to time. Notwithstanding any other provision of this Resolution or the Refunding Bonds, failure of the Town to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any holder of the Refunding Bonds or the RIHEBC Refunding Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Town to comply with its obligations under this Section and under the Continuing Disclosure Certificate.

Section 5. This Resolution shall take effect upon its passage.

Adopted at the Town Council Meeting of _____, 2016.

ATTEST:

TOWN OF NARRAGANSETT

Town Clerk

Town Council President

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 17

Amend No. _____

Date Prepared: November 7, 2016
Council Meeting Date: November 21, 2016

TO: James Manni, Town Manager

FROM: Laura Kenyon, Finance Director

SUBJECT: Approval of Additional issuance costs associated with the \$6.1 Million Bond issuance for the purposes of \$1.8 Athletic Field, \$2.0 Public Safety Building, and \$2.3 Road Bond.

RECOMMENDATION:

That the Town Council approve an additional amount of \$12,500 for the issuance costs and authorize the Town Manager to sign the contracts for the professional services associated with the Bond issuance.

SUMMARY:

The financial and legal services relating to the bond issue of \$6.1 million requires Town Council approval and authorization for Town Manager to sign the contracts. The original estimate was not to exceed \$50,000. The final cost of issuance was \$62,500. The funding source is the Road Improvement Fund, Capital Projects Fund and Debt Service Fund.

PFM Financial advisor	\$10,500
Taft and McSally Bond Counsel	\$20,000
Moody's Bond Rating Agency	\$13,500
S & P Global Rating Agency	\$13,500
US Bank Paying Agent	\$ 2,000
I-Deal (bidding platform and OS)	\$ 3,000

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 18

Amend No. _____

Date Prepared: October 18, 2016
Council Meeting Date: November 21, 2016

TO: James Manni, Town Manager
FROM: Steve Wright, Director Parks and Recreation
SUBJECT: Proposed 2017 Daily, Seasonal and Beach Facility Fees

RECOMMENDATION:

That the Town Council adopt the proposed 2017 Narragansett Beach fees as per attached.

SUMMARY:

The revenue generated each year from beach user fees provides the source funding to pay for beach related costs such as capital improvements, operating costs such as maintenance and personnel expenses, aesthetic upgrades, new safety equipment, and other beach related operating and capital costs. The revenues and expenditures from the beach form the basis of the beach enterprise fund which fully pays for the operations and capital costs of the beach without support from the Town's general fund.

After a review of the previous year's beach revenue, operating costs, capital requirements and a review of other facilities in the area the Department is not requesting any increase for the Narragansett Town Beach this year.

Each year the Town Council reviews and considers adjustments to the fees and policies that support the Narragansett Town beach operations. As part of this process, staff with input from the Recreation Advisory Board is recommending approval of a fee schedule for the Narragansett Beach with no increases for the 2017 season and no changes to the policies.

ATTACHMENTS:

1. 2017 Daily and Seasonal Beach Fees
2. 2017 Fee Resolution



A RESOLUTION ESTABLISHING THE
NARRAGANESTT BEACH FACILITIES FEE SCHEDULE
FOR THE 2017 SEASON

WHEREAS, the Narragansett Town Council is responsible for insuring the orderly and efficient operation of the Narragansett Town Beach Facilities, and

Whereas, the attached proposal has been recommended by the Town Manager and the Director of Parks and Recreation as the Narragansett Beach Facilities Fee Schedule for the 2017 season,

NOW THEREFORE BE IT RESOLVED that the attached Fee Schedule entitled “2017 Daily and Seasonal Beach Fees” be and is hereby adopted.

ADOPTED this day of A.D. 2016.

, President

ATTEST:

Anne M. Irons, CMC

Town Clerk

2017 Daily and Seasonal and Beach Fees

				2015 Fees	2016 Fees	2017 Fees
Resident/Taxpayer Passes						
Adult (18-61)				\$25.00	\$25.00	\$25.00
Youths (12-17)				\$10.00	\$10.00	\$10.00
Seniors (62+)				Free	Free	Free
Narragansett Disabled Veterans & Active Duty Military					Free	Free
Parking				\$50.00	\$50.00	\$50.00
Non-Resident						
Adult (18-61)				\$50.00	\$50.00	\$50.00
Youth (12-17)				\$20.00	\$20.00	\$20.00
Seniors (62+)				\$20.00	\$20.00	\$20.00
Daily Parking						
Weekdays				\$10.00	\$10.00	\$10.00
Weekends				\$15.00	\$15.00	\$15.00
Daily Admission						
				\$8.00	\$8.00	\$8.00
Transferable Pass				\$200.00	\$200.00	\$200.00
Resident/Taxpayer Transferrable Pass					\$100.00	\$100.00
Facility Leasing						
				2015 Fees	2016 Fees	2017 Fees
Cabana				\$2,500.00	\$2,500.00	\$2,500.00
North Pavilion Changing Room				\$700.00	\$700.00	\$700.00
South Pavilion Lockers						
Residents				\$350.00	\$350.00	\$350.00
Non-Residents				\$600.00	\$600.00	\$600.00
North Beach Clubhouse Rental Fees						
				2015 Fees	2016 Fees	2017 Fees
In Season (5/26-9/1)		Weekdays				
Resident				\$700.00	\$700.00	\$700.00
Non-Residents				\$1,000.00	\$1,000.00	\$1,000.00
		Weekends				
Resident				\$750.00	\$750.00	\$750.00
Non-Residents				\$1,100.00	\$1,100.00	\$1,100.00
Off Season (9/2-5/25)		Weekdays				
Resident				\$500.00	\$500.00	\$500.00
Non-Resident				\$900.00	\$900.00	\$900.00
		Weekends				
Resident				\$650.00	\$650.00	\$650.00
Non-Resident				\$950.00	\$950.00	\$950.00
Security Deposit				\$500.00	\$500.00	\$500.00
Non-Profit Rate*				\$200.00*	\$200.00*	\$200.00*

*At the discretion of the Town Manager and Department

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: _____ 19 _____
Amend No. _____**

Date Prepared: November 9, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Sean Corrigan, Police Chief
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Rebuilding of Security System Database & Door Locks for Public Safety Building

RECOMMENDATION:

That the Town Council approves, ratifies and confirms the re-building of the entire security system database and installation of new door locks in the new SallyPort area as part of the renovation of the Public Safety Complex, completed by Galaxy Integrated Technologies, in the amount of \$11,983.23.

SUMMARY:

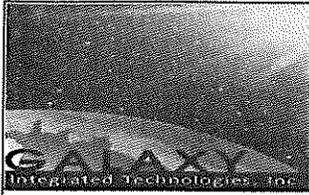
Galaxy is contracted with the Town for security system maintenance and completed all prior work in the SallyPort including the installation of new card reader doors and programming into the Amag system. Work beyond the original scope was required in order to meet Police Accreditation standards. The work was required so that in the event of catastrophic power failure, a mechanical override would allow the evacuation of the secure cell block. This work included addressing issues with the member database, diagnosing issues with the ethlan micro Amag boards, installing three (3) new door locks, replacing existing strikes with fail safe models, and tying into the fire alarm system.

Town Council awarded the bid to Galaxy Integrated Technologies on August 15, 2016. According to the Town's current policy under this miscellaneous contract for Security System Maintenance, projects with a value of over \$4,000.00 under this format require Town Council approval

Funding is available in the Police Department Capital Projects Account #00200190 57025, Building Renovation.

ATTACHMENTS:

1. Quote from Galaxy Integrated Technologies, Inc. (#S16-1232 R1), dated 10/21/16.



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

QUOTATION

DATE: October 21, 2016	QUOTATION # : NARRPD S16-1232 R1
	SALES PERSON: Bob Nicol
BILL TO:	JOB LOCATION:
Town of Narragansett 25 Fifth Avenue Narragansett RI 02882 Tony Rotelli 401-782-0660 trotelli@narragansettri.gov	Town of Narragansett Police Department 40 Caswell Street Narragansett RI 02882 Tony Rotelli 401-782-0660 trotelli@narragansettri.gov

Narragansett Police Department: Troubleshoot corrupted database, re-build entire database and diagnose issues with the ethlan micro and DBU Amag boards. Replace main DBU panel and ethernet board. Furnish and install (3) door locks which will allow for locking on both sides (new sallyport/booking doors) with key override. Replace the existing strikes with fail safe models and tie into the fire alarm system.

EQUIPMENT	\$4,756.74
INSTALLATION	\$2,640.00
TECHNICIAN/PROGRAMMING	\$3,900.00
PROJECT MANAGEMENT	\$520.00
SHIPPING AND HANDLING	\$166.49
SALES TAX EXEMPT FORM ON FILE	\$0.00
TOTAL:	\$11,983.23

GALAXY INTEGRATED TECHNOLOGIES TO:

Please see attached "Galaxy Responsibilities"
Permit to be prepaid and added to invoice along with charges for time to acquire permit.

CUSTOMER TO:

Please see attached "Customer Responsibilities"

NOTE:

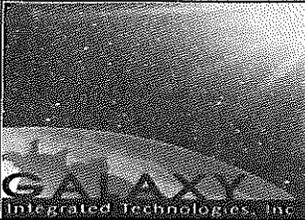
All work to be done open shop unless specified in terms.
 All work to be done during regular business hours 8:00-4:30 pm Mon-Fri. Any deviation from these hours will be charged at a time and a half hourly rate to the Client accordingly.
 Client to allow full access to all work areas without any restrictions or down time waiting for rooms or areas.
 Any delays waiting for rooms, or areas to become available for working in will result in a charge per hour at the regular Galaxy Technician rate.
 Issuance of a purchase order for this particular project shall be deemed acceptance by you (The Client) to the terms set forth herein.
 If there are any conflicts between any provision in this proposal and your purchase order, the language of this proposal shall control, and further, any provision in your purchase order that purports to claim its language shall control shall be deemed stricken.
 Any unforeseen field conditions will result in a change order for the difference in time and material.
 Any jobs canceled after equipment is ordered will result in a 35% restocking fee for equipment that is returnable.
 Customer will be responsible to pay 100% for any equipment non-returnable if job is canceled.

PAYMENT TERMS:

Net 30 days (All terms contingent upon credit approval) A 21% finance charge will be assessed to all amounts past 30 days.
 100% of the total equipment price plus start up cost will be billed when the proposal is signed or upon receipt of a P.O.
 75% of the total labor will be billed once devicing begins.
 A total of 90% of the total labor will be billed when all field equipment is 100% mounted.
 The last 10% of the total labor and any other items will be billed when the final programming and testing is complete.
 All change orders will be billed separately and will not hold up payments on the initial job percentages due for payment.
 Equipment will be ordered and the job will be scheduled once initial 1st payment is received in full.
 Equipment only orders will be billed and must be paid 100% before Galaxy orders equipment.

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

Form #2014-1



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

QUOTATION: NARRPD S16-1232 R1

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

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

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

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

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

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

Proposed By:

Accepted By:

Galaxy Integrated Technologies, Inc.

Town of Narragansett

For the amount of: **\$11,983.23**

Bob Nicol

Tony Rotelli

Signature: _____

Signature: _____

Date: _____

Date: _____

Purchase Order #: _____



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

QUOTATION: NARRPD S16-1232 R1

Equipment Details:

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Database troubleshooting/support	\$0.00	\$0.00
2	1	Ethlan micro network card for DBU	\$210.00	\$210.00
3	1	Amag DBU main board M2150 8DBC	\$2,100.00	\$2,100.00
4			\$0.00	\$0.00
5			\$0.00	\$0.00
6			\$0.00	\$0.00
7			\$0.00	\$0.00
8	3	HES 1006 Strike Fail Safe	\$336.49	\$1,009.47
9	3	1006 Strike Face Plate	\$20.16	\$60.48
10	6	1 1/8 Mortise Cylinder Schlage C keyway	\$11.87	\$71.22
11	3	Sargent Lock Body, locked on both sides	\$378.00	\$1,134.00
12	3	HES Smartpac III for strike temperature control	\$57.19	\$171.57
13			\$0.00	\$0.00
14			\$0.00	\$0.00
15			\$0.00	\$0.00
16			\$0.00	\$0.00
17			\$0.00	\$0.00
18			\$0.00	\$0.00
19			\$0.00	\$0.00
20			\$0.00	\$0.00
21			\$0.00	\$0.00
22			\$0.00	\$0.00
23			\$0.00	\$0.00
24			\$0.00	\$0.00
25			\$0.00	\$0.00
26			\$0.00	\$0.00
27			\$0.00	\$0.00
28			\$0.00	\$0.00
29			\$0.00	\$0.00
30			\$0.00	\$0.00
31			\$0.00	\$0.00
32			\$0.00	\$0.00
33			\$0.00	\$0.00
34			\$0.00	\$0.00
35			\$0.00	\$0.00
36			\$0.00	\$0.00
37			\$0.00	\$0.00
38			\$0.00	\$0.00
39			\$0.00	\$0.00
40			\$0.00	\$0.00
41			\$0.00	\$0.00
42			\$0.00	\$0.00
43			\$0.00	\$0.00
44			\$0.00	\$0.00
45			\$0.00	\$0.00
46			\$0.00	\$0.00
47			\$0.00	\$0.00
48			\$0.00	\$0.00
49			\$0.00	\$0.00
50			\$0.00	\$0.00
51			\$0.00	\$0.00
52			\$0.00	\$0.00
53			\$0.00	\$0.00
54			\$0.00	\$0.00
55			\$0.00	\$0.00
Total:				\$4,756.74



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

QUOTATION: NARRPD S16-1232 R1

GALAXY RESPONSIBILITIES:

Deliver all listed equipment to jobsite
Install all equipment
Perform final connection to all head end systems

CUSTOMER RESPONSIBILITIES:

Provide timely access to the areas where the work is to be performed
Provide 120 VAC where needed
Provide firealarm release at Galaxy panel location.

NOTES & EXCLUSIONS:

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

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: 20
Amend No. _____**

Date Prepared: November 2, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Jeffry Ceasrine, P.E. Town Engineer
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: National Gas Procurement Participation Agreement

RECOMMENDATION:

That the Town Council approves, ratifies, and confirms the Town's participation in the State's Participation Agreement for natural gas with Direct Energy, at their quoted bid price of \$0.4025 per therm for a three-year period.

SUMMARY:

Natural gas, as a deregulated utility commodity, is used for heating at a number of Town buildings, and may be purchased from several different energy suppliers. National Grid, who owns the gas mains, will provide the transmission and distribution, regardless of the supplier. National Grid is also the default supplier.

Briefly, on September 4, 2012, the Town Council unanimously authorized the then-Acting Town Manager to negotiate and execute commodity purchase agreements for natural gas, propane, and fuel oil. Subsequently, we entered into a Contract with Glacial Energy for natural gas for the 2013 heating season (extendable monthly for mid-2013 and beyond at our option). Our rate at that time was 22% lower than the standard market rate for gas purchased directly through National Grid.

In 2013, the State developed a Natural Gas Procurement Participation Agreement, wherein they wrote and advertised an RFP for natural gas purchase on behalf of any state or local agency that wished to participate. Given the potential "buying power" of the state acting on multiple large accounts, we believed that participating in the state's program would provide an advantageous pricing structure for our natural gas purchases. On June 3, 2013, the Town Council authorized our participation in the State procurement process. At that point in time, despite market factors that caused an increase in the commodity price of 16%, our increase was limited to 5.6% over market because of our participation in the State bid. That contract was for a three (3) year term.

In the summer of 2016, the State conducted a reverse energy auction (bid) for natural gas supply, and has now awarded a contract to Direct Energy for gas at \$0.4025 per therm. It should be noted that this represents a 37% reduction in the commodity price over the current contract and this new price will be held for three (3) years. Just as importantly, this contract includes a 100% "swing" provision, which means that if our actual usage were to

vary from the historical usage, there are no penalties or additional charges for over or under-usage. Under the authority granted by the Council (noted above), we elected to participate in the State auction\bid process in June 2016, and are now eligible to purchase our natural gas through the State contract with Direct Energy. The Council ratification of this item will confirm our participation. The new (lower) pricing is in place as of November 2016.

Current Town facilities that use natural gas for heat (and\or standby generator power) include the Towers, Seaport Village Pump Station, Kinney Avenue Water Tank (office and garage), Town Hall, Point Judith Water Tank (garage), Kinney Bungalow (first floor heat), Sprague Park Little League Building, and the Public Safety Building.

Funding is available in the respective departmental operating account for heating fuel and/or equipment maintenance and repair (generator power).

ATTACHMENTS:

1. Natural Gas Procurement Participation Agreement - Memorandum of Understanding (2016)
2. Contract rate letter from RI Office of Energy Resources.

**Memorandum of Understanding
Between the**

**Town of Narragansett
(Member)**

And the Rhode Island Department of Administration, Division of Purchases

- A. PURPOSE:** The purpose of this Memorandum of Understanding is to establish an agreement between the Town of Narragansett ("Member") and the Department of Administration, Division of Purchases (the "State") for the Member to participate and contract for Natural Gas through the State's contract (Contract). The collective group of the State and Members are herein referred to as the "Natural Gas Pool".
- B. AUTHORITY:** The State's authority to procure goods and services is pursuant to R.I. Gen. Laws § 37-2-1 et seq., and the State of Rhode Island Procurement Regulations.
- C. BACKGROUND:** The State will develop and issue a Request for Proposals ("RFP") and plans to solicit competition for Natural Gas using a two-step process: (1) Vendor Technical Qualification (2) Pricing utilizing a web-based reverse auction platform. Although the intent is to obtain pricing via an on-line reverse auction, the State may use alternative methods to establish the Contract, if it is in the best interest of the Natural Gas Pool. The Member's Natural Gas requirements will be included with the requirements of the State and other agencies of the State in order to maximize the Natural Gas Pool's buying power.
- D. TERM:** This agreement shall be effective as of the latest date of signatures (below) and shall remain in effect for the initial term of the Contract executed by the State. If this agreement is cancelled by the Member then such party assumes responsibility for the costs resulting from such cancellation, as determined by the State. The costs shall be calculated based upon the canceling Member's estimated Natural Gas consumption (as reflected in the RFP) multiplied by the Contract price from the date of termination until the end date of the initial term of the Contract. The State shall provide the Member with an itemized assessment of the costs. These costs may be subject to negotiation among the State, the Member and the awarded supplier; however it should be noted that the State has no liability for costs.
- E. MODIFICATION/AMENDMENTS:** Modification or amendments to this agreement shall be in writing and duly executed by the parties to be effective.
- F. DESCRIPTION OF MEMBER RESPONSIBILITIES:** The Member will be responsible for entering into its own participating agreement with the awarded supplier under the terms and conditions of the State's Contract. In addition the Member will be responsible for:
- 1) Paying its own Natural Gas bills in a timely manner and in accordance with the terms of its participating agreement and the Contract;
 - 2) Providing the State with information regarding all applicable facilities historical Natural Gas usage requirements, copies of the most recent 12 months utility invoices, facility address(es), account number(s), rate class and facility point(s) of contact;
 - 3) Providing accounts payable contact information for each account which will be enrolled in the Contract;
 - 4) Informing the State of any unique aspects of a facility's energy requirements (i.e. existence of usable backup electric generation and peak shaving capability, special facility rates, back up heating fuel sources, etc.); and

- 5) Said Information of the Member contained in paragraphs 2, 3 and 4 shall not be used or disseminated for any reason, except as provided for in the RFP, unless required by law, and then only after giving the Member, that is the subject of the request for said information, the opportunity to take any legal action(s) to stop dissemination of such information.
- 6) Managing and Administering the Member's participating agreement with the awarded supplier.
- 7) Cooperatively attempting to resolve disputes with the awarded supplier.

G. DESCRIPTION OF THE STATE'S RESPONSIBILITIES: The State will be responsible for:

- 1) Collecting agency and Member utility consumption data, with agency cooperation and authorization;
- 2) Preparing and Issuing the RFP for Natural Gas;
- 3) Evaluating proposals and awarding the contract(s) that provide best value to the Rhode Island Pool in accordance with the RFP's evaluation and selection criteria;
- 4) Abiding by the statutory and regulatory authority referenced above while conducting this procurement;
- 5) Managing and Administering the State's Contract with the awarded supplier.

H. PRICING/SOURCE SELECTION STRATEGY AND TERM: In general, the State's goal is to obtain the lowest price energy services from the highest quality contractor. Because the terms of the contract can come in many periods and forms, it is important that the Member is aware of the term and form of pricing that the State is requesting in the RFP. The State intends to request fixed price offers for natural gas transportation. The State is requesting pricing for the following term(s): 12 months, 24 months, and 36 months. The length of the Contract term will be determined by the State based on best value to the Natural Gas Pool.

I. ATTESTATION: The Member agrees that by entering into this agreement it will accept the pricing and terms and conditions established in the final Contract by the State and is financially responsible for paying its own bills in accordance with Contract requirements, the Member's billing paying policy and all applicable statutes, regulations and policies. By signing this agreement, the Member agrees to purchase Natural Gas under the State Contract for its account(s) included in the RFP.

APPROVED ON BEHALF OF:

Town of Narragansett
(Member)

[Signature]
(Signature)

Kyle Cassline, SCWB TM
(Name & Title)

25 First Ave, Narragansett RI
(Address)

401-782-0637
(Phone Number)

6/27/16
(Date)

The State of Rhode Island

Wendell S. Mitchell
(Signature)

Deputy Purchasing Agent
(Name & Title)

Division of Purchases
(Address)

One Capitol Hill 2nd Floor
(Phone Number)

Providence, RI 02908
(Date)

11/1/16

PG. 2 of 2

Rhode Island Office of Energy Resources
One Capitol Hill, 4th Floor
Providence, RI 02908



STATE OF RHODE ISLAND
**OFFICE OF
ENERGY RESOURCES**
Commissioner Carol J. Grant

Dear Aggregation Member,

You are receiving this communication since your non-exempt natural gas accounts were included in a reverse energy auction conducted on August 16, 2016 by the Department of Administration. The auction event was successfully concluded with the acceptance of a 36-month contract awarded to Direct Energy. This new contract has a start date of November 1, 2016.

For your reference, the terms of the new 36-month contract, running from November 1, 2016 to October 31, 2019, is as follows:

- Contract rate for the next 36 months = \$4.025 per dekatherm (Dth) or \$0.4025 per therm

Importantly, the new 36-month contract represents a 37% reduction (\$2.393 per Dth) from the current contract price. Please note that this contract includes a 100% swing provision which means that if actual usage varies from historical usage, there will be no penalties or additional charges for out of swing usage. *However, please notify EnerNOC or OER if one of your accounts has a material change (+/- 25%) in actual or expected future usage so that we can notify the supplier.*

Please make sure this information reaches all relevant individuals in your organization. Should you have any questions, or if you would like more information on the August pricing event and/or terms and conditions of this new contracts, please contact

George Sfinarolakis at George.Sfinarolakis@energy.ri.gov or
Jon Harvey at Jon.Harvey@Enernoc.com

Regards,

George Sfinarolakis
RI Office of Energy Resources
1 Capitol Hill, 4th Floor
Providence, RI 02879

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 21
Amend No. _____

Date Prepared: November 7, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Jeffry Ceasrine, P.E., Town Engineer
SUBJECT: Solar Power Contracts

RECOMMENDATION:

That the Town Council authorize the Town Manager to sign the Master Consulting Agreement with Competitive Energy Services, LLC, the South Kingstown Solar Consortium Agreement, and the Net Metering Credit Sales Agreement with University Solar, LLC.

SUMMARY:

The Towns of South Kingstown and Narragansett and the University of Rhode Island have formed a consortium to investigate and ultimately implement on and off-site solar power generation facilities on Town and University-owned property in South Kingstown, and on a privately-owned parcel in West Greenwich. Designed to take advantage of the current Federal Solar Investment Tax Credit program, these projects have the potential to develop power equivalent to 100% of the electrical demands for both Towns (municipal accounts) and 70% of URI's demand. Our consultant of record in this process is Competitive Energy Services (CES); the selected vendor for the on-site projects is Kearsarge Energy, LP, while the selected vendor for the off-site project is University Solar Energy Development Partners. The vendors were selected after a lengthy and comprehensive public procurement and vetting process. The process is described in detail within the staff report entitled "Solar Re-Use: Rose Hill and Plains Road Superfund Sites Off-Site Solar Power Generation – October 2016" (provided to the Council under separate cover).

The projects will include a combination of "behind the meter" and "net metering" strategies, and has the potential to generate over \$1.5 million in annual savings to the consortium. The projected distribution of savings can be found on the spreadsheet appended to the referenced report.

1. **Master Consulting Agreement with Competitive Energy Services, LLC (CES)** – As noted within the "Background" section of the referenced report, we originally contracted with CES for 2015-16 to guide us through the RFP development and review process, and to help us make a selection of a vendor or vendors for solar power generation projects (on and off-site). We now need to finalize a new Master Consulting Agreement (MCA) to monitor/manage the actual solar energy projects. Specific tasks will include monitoring the projects for performance, review and verification of utility invoices, application of net metering credits, enforcement of the net metering agreement(s), and account reconciliation.

After negotiation, CES has proposed an MCA that will continue for the term of each contract entered into by the Consortium members for power generation (i.e. for the projected operating life of the solar generation facilities).

They have proposed a percentage fee structure based on the net difference between the dollar value of the total net metering credits that we receive less the dollar value of net metering credits that will be remitted to the solar developer per the net metering agreement. Under the current working draft, the energy developer(s) will pay CES out of the money that we pay them under the net metering credit sales agreement contracts.

- 2. South Kingstown Solar Consortium Agreement** – This is an inter-jurisdictional agreement between URI and the Towns of South Kingstown and Narragansett that will define shared and individual responsibilities, on and off-site solar power allocations, and shared costs. This is being loosely modeled after the Potentially Responsible Parties (PRP) Group Agreement that has been used to define our Superfund liabilities at the shared sites. Under the current working draft, and based on the proposed power generation at the on and off-site projects, 100% of the electrical demand for each Town (municipal accounts) will be accounted for, as well as 70% of URI's demand.
- 3. Net Metering Credit Sales Agreement** – This is a complicated and complex agreement between the Consortium members and University Solar (c/o Energy Development Partners) that will define each party's responsibilities in terms of permitting, constructing, and operating an off-site solar energy facility (all by University Solar) and the distribution of net metering credits. Each member will have its own agreement, although with identical terms (other than the specific power generation and offtake numbers, which are tied to each member's demand). A similar agreement with Kearsarge Energy will be developed shortly and presented to the Town Council at a later meeting.

Discount Rate – Off-Site Solar (University Solar\EDP)	22.5%
Discount Rate – Rose Hill (Kearsarge)	25%

Under the selected model, 100% of Narragansett's electric demand (Town accounts) will be met by a combination of solar energy generated at Rose Hill and the West Greenwich off-site facility. The "Discount Rate" noted above is the percentage of savings back to us after the developers each retain their share to amortize the cost to design, permit, build, and operate the facilities for twenty-five (25) years. So, the potential for the first year of full operation of all facilities (projected to be 2017-18) is that we will have 100% of our electrical load for Town accounts generated through solar power, and we will see our annual electrical expense **decrease** by approximately 22-25%. Savings in the "out" years will be influenced by tariff pricing (the price at which National Grid purchases power back from the solar generators), the application of tangible taxes, weather events (the ability to generate solar power), and operating system efficiencies. *There are no upfront capital costs for the partnership; just consulting and legal fees associated with the bidding, award, and contract negotiation processes.*

Flow charts are attached (for the off-site project with EDP and the on-site Rose Hill project with Kearsarge) that illustrate the project financial tracks.

ATTACHMENT(S):

1. Financial Tracking Flow Charts for University Solar\EDP and Kearsarge Energy, LP.
2. Solar Re-Use: Rose Hill and Plains Road Superfund Sites Off-Site Solar Power Generation – October 2016 (under separate cover).
3. Contracts (MCA with CES, Consortium, and Net Metering Credit Sales (under separate cover).

EDP Off-site VNM Solar Project

EDP Contract Terms

1. Off-site solar farm located in West Greenwich off Route 102
2. Town will retain 22.5% of an energy credit based upon N Grid commercial C-1 rate
3. "No bottom" (Town guaranteed 22.5% energy credit regardless of kWh cost)
4. 25 year term
5. RECs to Town after year 10
6. \$0 capital cost to Town
7. Town can take full advantage of all municipal and school accounts with URI serving as a "backstop"

Definitions

Virtual Net Metering (VNM) - Renewable energy generated off-site, where utility bill credits are issued by the utility and are used by a municipality at a municipal building.

Renewable Energy Credits (RECs) - certificate equal to one MWh of renewable energy, where the owner of said credit may claim the use of renewable energy.

RECs are the commodity traded in compliance markets in states that have Renewable Portfolio Standards programs. In these markets, electric distribution companies and electric generation suppliers must acquire a certain threshold of RECs to meet state compliance. Others may buy RECs voluntarily to make renewable energy claims.

RECs will be sold by EDP on the open market for years 1-10 to help fund the project.

Billing Mechanism

N Grid issues a credit on Town utility bills based on EDP solar project generation (currently \$0.126/kWh at C-1 Commercial N Grid rate) (Est. Annualized Monthly Credit = \$20,034)

Town retains 22.5% of EDP solar farm energy credit
(Est. Annualized Monthly Town Credit = \$4,508)

Town pays EDP for 77.5% of energy credit
(Est. Annualized Monthly Cost = \$15,526)

CES receives 5% of Town 22.5% energy credit (equiv. 1.125% of total monthly energy credit) for monthly accounting oversight
(Est. Annualized Monthly Cost = \$225)

Town of Narragansett
Engineering Department
November 1, 2016

Kearsarge Landfill Solar Projects

Kearsarge Contract Terms

1. Rose Hill Landfill
2. West Kingston Town Dump
3. URI Disposal Site & Adjacent Turf Farm
4. Town will receive 25.0% of an energy credit based upon N Grid commercial C-1 rate
5. 20 year term
6. RECs to Town after year 10
7. \$0 capital cost to Town
8. No lease payment to Town so higher portion of energy credit can be taken

Definitions

Virtual Net Metering (VNM) - Renewable energy generated off-site, where utility bill credits are issued by the utility and are used by a municipality at a municipal building.

Renewable Energy Credits (RECs) - certificate equal to one MWh of renewable energy, where the owner of said credit may claim the use of renewable energy.

RECs are the commodity traded in compliance markets in states that have Renewable Portfolio Standards programs. In these markets, electric distribution companies and electric generation suppliers must acquire a certain threshold of RECs to meet state compliance. Others may buy RECs voluntarily to make renewable energy claims.

RECs will be sold by EDP on the open market for years 1-10 to help fund the project.

Solar Farm Energy Sharing

1. Rose Hill (50% SK/ 50% Narr.)*
2. WK Town dump (100% URI)
3. URI Disposal area & adjacent turf farm (URI 100%)

Billing Mechanism

N Grid issues a credit on Town utility bills based on RH project generation (currently \$0.126/ kWh at C-1 Commercial N Grid rate) (Est. Annualized Monthly Credit = \$14,014)

Town retains 25% of energy produced at RH solar farm
(Est. Annualized Monthly Town Credit = \$3,503)

Town pays Kearsarge 75% of energy credit
(Est. Annualized Monthly Cost = \$10,510)

CES receives 5% of Town 25% energy credit (equiv. 1.125% of total monthly energy credit) for monthly accounting oversight
(Est. Annualized Monthly Cost = \$175)

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 22

Amend No. _____

Date Prepared: November 2, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Contract Extension – Water Testing and Miscellaneous Water Quality Consulting Services

RECOMMENDATION:

That the Town Council approves the contract extension for Water Testing and Miscellaneous Water Quality Consulting Services for a one-year period with Rhode Island Analytical Laboratories, Inc., at their quoted prices and rates, under the same terms and conditions as the original contract.

SUMMARY:

In accordance with our treatment and distribution systems licenses, the Water Division is required to test the drinking water weekly for a number of different parameters. This work must be performed by an independent laboratory that is licensed by the State Department of Health. The bid package included unit prices for the required testing parameters, as well other water quality related tests and evaluations. The extension period is: November 19, 2016 through November 18, 2017.

Town Council awarded the original bid to Rhode Island Analytical Laboratories, Inc. on December 2, 2013 and approved two (2) one-year extensions since. The vendor has offered to extend their contract under the same terms and conditions for a one-year period. The attached spreadsheet shows the results from the original bid solicitation.

Funding is available in the Water Fund Operating Account #0030 50201, Professional Services.

ATTACHMENTS:

1. November 4, 2013 solicitation spreadsheet for bid opening
2. Contract extension letter, signed by Rhode Island Analytical Laboratories, Inc.

Town of Narragansett, RI
Water Testing & Miscellaneous Water Quality Consulting Services - B14015
Water Division

Bid Opening - Monday, November 4, 2013 - 11:30 am

Lab services: 11/19/13 - 11/18/14

Item (Test)	Vendor 1	Vendor 2
	Premier Laboratory, Inc. Price	RI Analytical Laboratories, Inc. Price
1. Pres/abs of coliform organ: PER TEST	\$13.00	\$9.50
Lead: PER TEST	\$10.00	\$8.00
Copper: PER TEST	\$10.00	\$8.00
HAA5: PER TEST	\$100.00	\$68.00
Asbestos: PER TEST	\$200.00	\$180.00
TTHM: PER TEST	\$50.00	\$40.00
2. Pres/abs of coliform organ, taste, color, odor, w/written report; samp from watermains	\$30.00	\$40.00
3. Exam of customer complaints, w/written report & recommendations for corr action	\$30.00	\$40.00
4. General consultant services, as required: PER HOUR	\$75.00	\$75.00
5. Night, weekend, holiday surcharge (% increase, if any)	\$0.00	See notes Possible \$150 fee & 100% m.up on tests
B14015/SG		



Town of Narragansett

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

September 2, 2016

Rhode Island Analytical Laboratories, Inc.
Attention: Kristen Mayo
41 Illinois Avenue
Warwick, RI 02888

RE: Bid: Water Testing and Miscellaneous Water Quality Consulting Services

Dear Ms. Mayo,

The Town Council approved a one-year extension with the referenced bid on January 4, 2016 for the testing period ending November 18, 2016. Within the contract documents, there is a provision to extend the contract time annually, at no change in the bid prices or the contract terms. This extension requires both your agreement and ours.

The Town of Narragansett would like to extend this contract for one year; for the period of November 19, 2016 – November 18, 2017, pending Town Council approval. Please indicate below with your signature as to whether you are in agreement with or would like to decline this extension. After you have indicated your choice, please return this letter to me.

Thank you for your cooperation in this matter.

R.I. Analytical Laboratories
(Company Name)

hereby agrees to an extension of the contract for the period through November 18, 2017.

[Signature]
(Signature)

10/31/2016
(Date)

(Company Name)

hereby declines an extension of the contract for the period through November 18, 2017.

(Signature)

(Date)

Sincerely,

[Signature]
Susan W. Gallagher, MBA
Purchasing Manager

SG/L16046

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 23

Amend No. _____

Date Prepared: November 4, 2016

Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager

FROM: Susan W. Gallagher, Purchasing Manager

SUBJECT: Contract Extension – General Heating, Ventilation, and Air Conditioning Services

RECOMMENDATION:

That the Town Council approves the contract extension for General Heating, Ventilation, and Air Conditioning Services for a one-year period with JMB Mechanical, Inc. at their quoted prices and rates, under the same terms and conditions as the original contract.

SUMMARY:

This general HVAC contract is used by all Town departments for emergency and planned HVAC work and projects. The bid requested a flat rate per hour for a Master Pipefitter, Plumber, Sheet Metal Worker, and Laborer classifications (State prevailing wage minimums) for these trades on a regular and emergency response basis. Material and equipment mark-ups were also requested as part of the bid. The extension period for this contract is: October 20, 2016 – October 19, 2017.

Town Council awarded the original bid on October 20, 2014 and approved a one-year extension on October 19, 2015. The attached spreadsheet shows the bid results from the original solicitation.

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

Funding is available in the respective departmental operating accounts for building maintenance and repair or in the appropriate capital projects account.

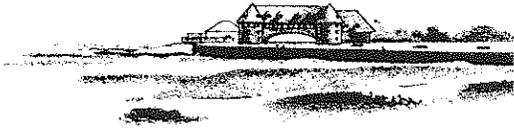
ATTACHMENTS:

1. September 23, 2014 solicitation spreadsheet for bid opening
2. Contract extension letter, signed by JMB Mechanical, Inc.

Town of Narragansett, RI
 General Heating, Ventilation, and Air Conditioning Services, B15006
 All Departments

Bid Opening - Tuesday, September 23, 2014 - 11:00 am

	Vendor 1	Vendor 2	Vendor 3	Vendor 4
	JMB	JKL	Automatic	Arden
	Mechanical, Inc.	Engineering Co Inc	Temperature Controls I	Engineering
	Price	Price	Price	Price
1. Regular Service - 10 day response				
a. Master Pipefitter- per hour	\$68.50	\$90.00	\$90.00	\$111.00
b. Plumber - per hour	\$68.50	\$85.00	\$90.00	\$111.00
c. Sheet Metal Worker - per hour	\$68.50	\$80.00	\$90.00	\$111.00
d. Laborer - per hour	\$68.50	\$60.00	\$90.00	\$111.00
2. Emergency Serv/Reg hours - 2hr resp.				
a. Master Pipefitter- per hour	\$68.50	\$95.00	\$142.50	\$111.00
b. Plumber - per hour	\$68.50	\$85.00	\$142.50	\$111.00
c. Sheet Metal Worker - per hour	\$68.50	\$80.00	\$142.50	\$111.00
d. Laborer - per hour	\$68.50	\$65.00	\$142.50	\$111.00
3. Emergency Serv/Nights/Wknd/Hol - 2 hr res				
a. Master Pipefitter- per hour	\$102.75	\$130.00	\$142.50	\$150.00
b. Plumber - per hour	\$102.75	\$110.00	\$142.50	\$150.00
c. Sheet Metal Worker - per hour	\$102.75	\$95.00	\$142.50	\$150.00
d. Laborer - per hour	\$102.75	\$65.00	\$142.50	\$150.00
4. Mark-up for parts & materials (%)	20%	45%	20%	20%
5. Mark-up for equipment (%)	20%	20%	20%	20%
Sg B15006				

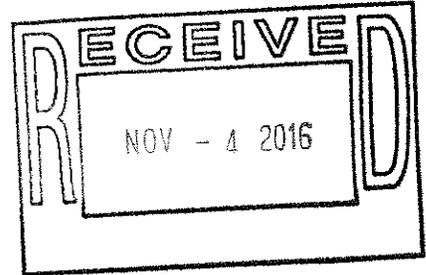


Town of Narragansett

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

October 26, 2016

JMB Mechanical, Inc.
1008 Plainfield Street
Johnston, RI 02919



Attention: Jodie Bellucci, President

Re: Bid – General Heating, Ventilation, and Air Conditioning Services

Dear Jodie,

The Narragansett Town Council awarded the reference bid on October 20, 2014 and approved a one-year extension on October 19, 2015. Within the contract documents, there is a provision to extend the contract time annually, at no change in the bid prices or the contract terms. This extension requires both your agreement and ours.

The Town of Narragansett would like to extend this contract for General HVAC Services for the period of October 20, 2016 through October 19, 2017, pending our Town Council approval.

If you are in agreement with the contract extension at the current bid prices, please sign below as indicated. If you are not interested in this extension, please indicate below as well. After you have indicated your preference, please return this signed letter to me and we will place the extension request on our next Town Council meeting. Thank you for your cooperation in this matter.

Sincerely,

Susan W. Gallagher
Purchasing Manager

SG/L16057

JMB Mechanical Inc. _____
(Company Name)

Jodie Bellucci _____
(Signature and Date)

hereby **agrees** to a contract extension for the period through October 19, 2017.

11/1/16 _____

Or

(Company Name)

(Signature and Date)

hereby **declines** the contract extension for the period through October 19, 2017.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 24

Amend No. _____

Date Prepared: October 24, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Contract Extension for General Construction Services

RECOMMENDATION:

That the Town Council approves the one-year contract extension for “General Construction Services” for all departments with Abcore Restoration Company, Inc., at their quoted and adjusted bid prices for a one-year period, ending July 21, 2017.

SUMMARY:

The original bid was for general construction services for typical routine and emergency building trades work (carpentry, painting, flooring, and roofing); to be used as needed by all Town departments.

Town Council awarded the original bid on July 21, 2014. Abcore has agreed to extend the contract for one year at the adjusted hourly rates to meet the State of Rhode Island prevailing wages requirements as follows: Carpentry: \$60.76; Painting: \$50.87 (no change); Flooring: \$62.96; and Roofing: \$56.37. The one year contract extension is July 22, 2016 – July 21, 2017 with all of the same terms and conditions as the original bid specifications.

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

Funding is available in the respective departmental operating account for building maintenance and repair or in the appropriate capital projects account.

ATTACHMENTS:

1. Solicitation spreadsheet for June 27, 2014 bid opening (first page showing the current adjusted hourly rates to meet State prevailing wages; second page showing the original bid prices adjusted to meet the 2014 State prevailing wages)
2. Contract extension letter signed by Abcore Restoration Company, Inc.

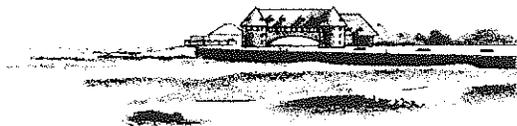
Town of Narragansett, RI
 General Construction Services, B14039
 All Departments
 Bid Opening - Friday, June 27, 2014 - 11:00 am

	Vendor 1	Vendor 2	Vendor 3
	Legacy General Contracting Inc.	Tower Construction Corp	Abcore Restoration Company, Inc.
	Price	Price	Price
1. Regular Service - 10 day response			
a. Carpentry - per hour	\$70.00	\$87.00	\$60.76*
b. Painting - per hour	\$58.00	\$74.00	\$50.87
c. Flooring - per hour	\$68.00	\$87.00	\$62.96*
d. Roofing - per hour	\$70.00	\$87.00	\$56.37*
2. Emergency Serv/Reg hours			
a. Carpentry - per hour	\$95.00	\$87.00	\$60.76*
b. Painting - per hour	\$80.00	\$74.00	\$50.87
c. Flooring - per hour	\$95.00	\$87.00	\$62.96*
d. Roofing - per hour	\$95.00	\$87.00	\$56.37*
Response Time	8 hours	2 hours	1 hour
3. Emergency Serv/Nights/Wknd/Hol			
a. Carpentry - per hour	\$150.00	\$97.00	\$60.76*
b. Painting - per hour	\$150.00	\$84.00	\$50.87
c. Flooring - per hour	\$150.00	\$97.00	\$62.96*
d. Roofing - per hour	\$150.00	\$97.00	\$56.37*
Response Time	4 hours	2 hours	1 hour
4. Mark-up for parts & materials (%)	No answer	10%	0%
5. Mark-up for equipment (%)	No answer	10%	0%
* Adjusted to meet RI prevailing wages as of 10/16			
Sg B14039			

Town of Narragansett, RI
 General Construction Services, B14039
 All Departments

Bid Opening - Friday, June 27, 2014 - 11:00 am

	Vendor 1	Vendor 2	Vendor 3
	Legacy General Contracting Inc.	Tower Construction Corp	Abcore Restoration Company, Inc.
	Price	Price	Price
1. Regular Service - 10 day response			
a. Carpentry - per hour	\$70.00	\$87.00	\$57.32
b. Painting - per hour	\$58.00	\$74.00	\$49.57*
c. Flooring - per hour	\$68.00	\$87.00	\$58.93*
d. Roofing - per hour	\$70.00	\$87.00	\$53.57*
2. Emergency Serv/Reg hours			
a. Carpentry - per hour	\$95.00	\$87.00	\$57.32
b. Painting - per hour	\$80.00	\$74.00	\$49.57*
c. Flooring - per hour	\$95.00	\$87.00	\$58.93*
d. Roofing - per hour	\$95.00	\$87.00	\$53.57*
Response Time	8 hours	2 hours	1 hour
3. Emergency Serv/Nights/Wknd/Hol			
a. Carpentry - per hour	\$150.00	\$97.00	\$57.32
b. Painting - per hour	\$150.00	\$84.00	\$49.57*
c. Flooring - per hour	\$150.00	\$97.00	\$58.93*
d. Roofing - per hour	\$150.00	\$97.00	\$53.57*
Response Time	4 hours	2 hours	1 hour
4. Mark-up for parts & materials (%)	No answer	10%	0%
5. Mark-up for equipment (%)	No answer	10%	0%
* Adjusted to meet RI prevailing wages			
Sg B14039			

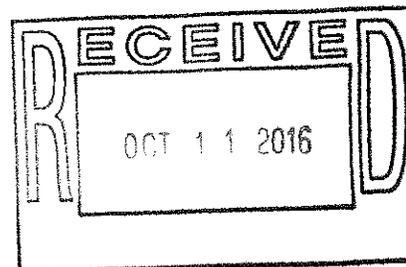


Town of Narragansett

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

September 28, 2016

Abcore Restoration Company, Inc.
Attention: Keith Lescarbeau, President/Owner
2 Secluded Drive
Narragansett, RI 02882



RE: Bid – General Construction Services

Dear Keith:

The Narragansett Town Council approved a one-year contract extension for the referenced bid on February 1, 2016 for a one-year period, ending July 21, 2016. In the contract documents, there is an option to renew the bid annually upon agreement between the vendor and the Town. This optional one-year extension will be from July 22, 2016 – July 21, 2017 with no changes in the contract terms and slight changes to some of the hourly rates per the State of RI Prevailing Wages. This extension requires both your agreement and ours.

The Town of Narragansett would like to extend this contract for one year, pending Town Council approval. We would need to adjust the hourly rates to meet the State prevailing wages as follows: Carpentry: \$60.76; Painting: \$50.87 (no change); Flooring: \$62.96; and Roofing: \$56.37. Please indicate below with your signature as to whether you are in agreement with or would like to decline this extension. After you have indicated your choice, please return this letter to me.

Thank you for your cooperation in this matter.

Abcore Restoration Company, Inc.
(Company Name)

hereby agrees to an extension of the contract for the period through July 21, 2017.

Keith Lescarbeau
(Signature)

10/5/16
(Date)

Or

(Company Name)

hereby declines an extension of the contract for the period through July 21, 2017.

(Signature)

(Date)

Sincerely,

Susan W. Gallagher

Susan W. Gallagher, MBA
Purchasing Manager

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 25
Amend No. _____

Date Prepared: November 1, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Michael DiCicco, Director of Public Works
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Purchase of Road Salt for 2016/17 Winter Season

RECOMMENDATION:

That the Town Council approves the purchase of Winter Road Salt from Morton Salt Inc. at \$56.25 per ton delivered for both Rock Salt and Solar Salt for the FY 16/17 winter season, per the State of Rhode Island Master Price Agreement.

SUMMARY:

Winter Road Salt is utilized by the Public Works Highway Division during winter storm events for anti-icing and de-icing. During a typical winter season the department uses approximately 1,100 tons of Road Salt. Salt will be purchased under the State of Rhode Island MPA as needed to replenish inventory as it is used. The MPA contract period is: 10/26/16 – 10/25/17 with one (1) renewal option for an additional year.

The Town will be purchasing this material pursuant to State of Rhode Island Master Price Agreement #125. Bids were solicited and awarded by the State of Rhode Island Office of Purchasing.

Funding is available in the Highway Division Operating Account # 0001730 50512, Snow Removal.

ATTACHMENTS:

1. State of Rhode Island Master Price Agreement #125.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

CONTRACT USER GUIDE
SALT, ROAD
MASTER PRICE AGREEMENT ("MPA") #125
BID SOLICITATION #7550905
CONTRACT TERM 10/26/2016 – 10/25/2017
WITH 1 RENEWAL OPTION FOR ONE YEAR

BACKGROUND:

Solicitation #7550905 was issued on behalf of all state agencies and municipalities for the purchase of road salt for de-icing roadways.

WHO CAN USE THIS CONTRACT:

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

VENDOR AWARDS CONTACT INFORMATION:

Purchase Order #3490627

Vendor Name: Morton Salt Inc.

See Contact Information on next page.

DIVISION OF PURCHASES CONTACT:

Name: Lisa Hill

Title: Chief Buyer

Tel: 401-574-8118

Email: lisa.hill@purchasing.ri.gov

Morton Salt -Communication Plan

RI DOT Season 16/17

For Ordering:

Customer Service Rep (CSR)

Name	Phone #	Email
Anthony Davis	1-(855)-665-4540	buyroadsalt@mortonsalt.com

Customer Service Manager

Michelle Staunton	1-(630)-861-2722	mstaunton@mortonsalt.com
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For Delivery:

Manager, Stockpile Operations

Name	Phone #	Email
Linda Hetz	(312) 807-3353	lhetz@windsorsalt.com

Customer Service Transportation (CST)

Erica Gonzalez	(312) 807-2313	egonzalez@mortonsalt.com
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Contract Issues

Senior Bid Analyst

Name	Phone #	Email
Na-Tia Douglas	(312) 807-2384	ndouglas@mortonsalt.com

For Escalation of any problems

Director, U.S. Government Bulk Deicing
Sales and Marketing

Name	Phone #	Email
Anthony Patton	(312) 807-2496	apatton@mortonsalt.com

State of Rhode Island - Division of Purchases
 Solicitation 7550905 - Salt for Road Use
 Master Price Agreement - 125

Morton Salt

Item Name	Item Number	Unit	Bid Amount
Salt, Road (Rock) Northwest District - Clayville	1	Ton	\$56.25
Salt, Road (Solar) Northwest District - Clayville	1a	Ton	\$56.25
Salt, Road (Rock) Northwest District - Glocester	2	Ton	\$56.25
Salt, Road (Solar) Northwest District - Glocester	2a	Ton	\$56.25
Salt, Road (Rock) Northwest District - Scituate	3	Ton	\$56.25
Salt, Road (Solar) Northwest District - Scituate	3a	Ton	\$56.25
Salt, Road (Rock) Providence District - Lincoln	4	Ton	\$56.25
Salt, Road (Solar) Providence District - Lincoln	4a	Ton	\$56.25
Salt, Road (Rock) Providence District - Smithfield	5	Ton	\$56.25
Salt, Road (Solar) Providence District - Smithfield	5a	Ton	\$56.25
Salt, Road (Rock) Providence District - RI-6 at I-295	6	Ton	\$56.25
Salt, Road (Solar) Providence District - RI-6 at I-295	6a	Ton	\$56.25
Salt, Road (Rock) Kent District - Jefferson Blvd.	7	Ton	\$56.25
Salt, Road (Solar) Kent District - Jefferson Blvd.	7a	Ton	\$56.25
Salt, Road (Rock) Kent District - Midstate	8	Ton	\$56.25
Salt, Road (Solar) Kent District - Midstate	8a	Ton	\$56.25
Salt, Road (Rock) Kent District - Summit	9	Ton	\$56.25
Salt, Road (Solar) Kent District - Summit	9a	Ton	\$56.25
Salt, Road (Rock) Washington N. District - Bellville	10	Ton	\$56.25
Salt, Road (Solar) Washington N. District - Bellville	10a	Ton	\$56.25
Salt, Road (Rock) Washington N. District - Dillon's Corner	11	Ton	\$56.25
Salt, Road (Solar) Washington N. District - Dillon's Corner	11a	Ton	\$56.25
Salt, Road (Rock) Washington S. District - Charlestown	12	Ton	\$56.25
Salt, Road (Solar) Washington S. District - Charlestown	12a	Ton	\$56.25
Salt, Road (Rock) Washington S. District - Hope Valley	13	Ton	\$56.25
Salt, Road (Solar) Washington S. District - Hope Valley	13a	Ton	\$56.25
Salt, Road (Rock) Washington S. District - Westerly	14	Ton	\$56.25
Salt, Road (Solar) Washington S. District - Westerly	14a	Ton	\$56.25
Salt, Road (Rock) Bristol District - East Providence	15	Ton	\$56.25
Salt, Road (Solar) Bristol District - East Providence	15a	Ton	\$56.25
Salt, Road (Rock) Bristol District - Warren Avenue	16	Ton	\$56.25
Salt, Road (Solar) Bristol District - Warren Avenue	16a	Ton	\$56.25
Salt, Road (Rock) Bristol District - Pawtucket	17	Ton	\$56.25
Salt, Road (Solar) Bristol District - Pawtucket	17a	Ton	\$56.25
Salt, Road (Rock) Newport District - Little Compton	18	Ton	\$56.25
Salt, Road (Solar) Newport District - Little Compton	18a	Ton	\$56.25
Salt, Road (Rock) Newport District - Newport	19	Ton	\$56.25
Salt, Road (Solar) Newport District - Newport	19a	Ton	\$56.25
Salt, Road (Rock) Newport District - Portsmouth	20	Ton	\$56.25
Salt, Road (Solar) Newport District - Portsmouth	20a	Ton	\$56.25
Salt, Road (Rock) Newport District - Warren Yard	21	Ton	\$56.25
Salt, Road (Solar) Newport District - Warren Yard	21a	Ton	\$56.25
Rate for Road Salt, ROCK, picked up by any State Agency loaded by the vendor into trucks supplied by the State - per quantities listed within specifications.	24	Ton	\$56.25
Rate for Road Salt, SOLAR, picked up by any State Agency loaded by the vendor into trucks supplied by the State - per quantities listed within specifications.	25	Ton	\$56.25
Salt, Road (Rock) Washington N. District - QDC North Kingston	22	Ton	\$56.25
Salt, Road (Solar) Washington N. District - QDC North Kingston	22a	Ton	\$56.25
Salt, Road (Rock) Washington S. District - Univ. of Rhode Island	23	Ton	\$56.25
Salt, Road (Solar) Washington S. District - Univ. of Rhode Island	23a	Ton	\$56.25

> * naming

Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	MORTON SALT INC 123 NORTH WACKER DR CHICAGO, IL 60606 United States
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SALT - FOR ROAD USE	
Award Number	3490627
Revision Number	0
Effective Period	26-OCT-2016 - 25-OCT-2017
Approved PO Date	26-OCT-2016
Vendor Number	46594

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Change Order Requisition Number	
Solicitation Number	7550905
Freight	Paid
Payment Terms	NET 30
Buyer	- Hill, Lisa
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

BLANKET REQUIREMENTS: 10/26/16- 10/25/17
 With option to renew for one (1) twelve month period.

MASTER PRICE AGREEMENT #125 – Salt for Road Use

Pricing in accordance with all terms and conditions of public solicitation 7550905 and attached pricing spreadsheet.

Delivery as requested by ordering entity.

The Contract Purchase Agreement will be award for one (1) year from award date and the State of Rhode Island reserves the right at its sole option to renew for one (1) additional twelve month term subject to the following:

The contract price may be increased or decreased after the completion of the first twelve (12) months based on an annual evaluation of the Consumer Price Index (CPI-U) as published the Department of Labor, Bureau of Labor Statistics for the Northeast Region for the twelve (12) month period ending in June. The contract shall thereafter be increased or decreased for the remaining (12) month

INVOICE TO
The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at http://controller.admin.ri.gov/iSupplier/isup/index.php
To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT
 Nancy R. McIntyre

option. Provided, however that any increase or decreases due to the CPI-U shall be subject to a 3% cap.

Reference Documents: Morton PO Award
Attachment.pdf

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT



Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MPA BID AWARD (STATEWIDE APPLICABILITY)**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END

AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET

PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 26
Amend No. _____

Date Prepared: October 20, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Scott Partington, Fire Chief
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Purchase of Five (5) Lifepak 15 Cardiac Monitor/Defibrillators

RECOMMENDATION:

That the Town Council approves the purchase of five (5) Lifepak 15 Cardiac Monitor/Defibrillators and accompanying service contract from Physio-Control Inc., in the total amount of \$197,806.21, including trade-in of four (4) Lifepak 12 units.

SUMMARY:

The fire department is looking to purchase five (5) Lifepak 15 Cardiac Monitor/Defibrillators. The quote provided by Physio-Control Inc., includes the trade-in of \$20,400.00 and contract discount of \$5,040.00 bringing the invoice total to \$197,806.21. This purchase will replace four of the existing Lifepak 12's the department presently uses.

Physio-Control Inc. is the manufacturer and sole provider of the Lifepak units. In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, I, the Purchasing Manager, have determined this to be a sole source item.

This purchase is grant funded through a reimbursable grant from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security 2015 AFG award No. EMW-2015-FO-01261 (accepted by Town Council on October 3, 2016). Town funding is paid through the town's Grant Match Fund. Funding is available in the Grant Account #0826 50252, Grant Expenses.

ATTACHMENTS:

1. Quote from Physio-Control Co., Inc., dated October 19, 2016
2. Sole source letter from Physio-Control, Inc.



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To Kevin Tuthill
 NARRAGANSETT FD
 25 5TH AVE
 NARRAGANSETT, RI 02882
 (401) 789-1000
ktuthill@gmail.com

Quote Number 00056849
Revision # 1
Created Date 10/19/2016
Sales Consultant Crystale Perry
FOB Redmond, WA
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30

Expiration Date 11/14/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	5.00	34,960.00	-4,544.80	30,415.20	152,076.00
Trade-in product	Trade in of BSS2 towards the purchase of Power Supply	2.00	0.00	0.00	-200.00	-400.00
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	4.00	0.00	0.00	-5,000.00	-20,000.00
11111-000018	12-Lead ECG Cable, 5ft Trunk cable with AHA limb leads	5.00	359.50	-46.74	312.77	1,563.83
11111-000022	12-Lead ECG Cable, 6-Wire Precordial Attachment (AHA)	5.00	144.50	-18.79	125.72	628.58
11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	5.00	375.60	-48.83	326.77	1,633.86
11140-000015	AC power cord	5.00	77.70	-10.10	67.60	338.00
11140-000052	LP15 REDI-CHARGE Adapter Tray	1.00	198.50	-25.81	172.70	172.70
11140-000072	LP15 AC Power Adapter (power cord not included)	5.00	1,630.70	-211.99	1,418.71	7,093.55
11140-000080	Extension Cable (5ft 3 in)	5.00	293.00	-38.09	254.91	1,274.55
11141-000115	REDI-CHARGE Base (power cord not included)	1.00	1,470.00	-191.10	1,278.90	1,278.90
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	10.00	24.00	-3.12	20.88	208.80
11160-000017	NIBP CUFF BAYONET-REUSEABLE,LARGE ADULT	10.00	33.00	-4.29	28.71	287.10
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	10.00	301.00	-39.13	261.87	2,618.70

11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	10.00	637.00	-82.81	554.19	5,541.90
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	6.00	54.60	-7.10	47.50	285.01
11240-000016	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	5.00	19.40	-2.52	16.88	84.39
11260-000039	LIFEPAK 15 Carry case back pouch	6.00	79.20	-10.30	68.90	413.42
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	6.00	309.20	-40.20	269.00	1,614.02
11996-000081	FilterLine Set Adult/Pediatric (box of 25)	2.00	285.60	-37.13	248.47	496.94
11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs, 25/box	2.00	357.00	-46.41	310.59	621.18
11996-000369	LIFEPAK Monitor to PC USB Cable	8.00	284.60	-37.00	247.60	1,980.82
21300-008147	NIBP HOSE BAYONET-LP15,9FT	10.00	62.00	-8.06	53.94	539.40
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	20.00	453.60	-58.97	394.63	7,892.64
11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	12.00	42.80	-5.56	37.24	446.83
11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	6.00	45.90	-5.97	39.93	239.60
11160-000015	NIBP CUFF BAYONET-REUSEABLE,ADULT	5.00	30.00	-3.90	26.10	130.50
50999-000117	Zone1: (1 to 25Mi) or (1 to 40Km)	4.00	0.00	0.00	0.00	0.00
LP15-OSCOMP-4-POS	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.	5.00	6,720.00	-1,008.00	5,712.00	28,560.00

Subtotal	USD 197,621.21
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00
Grand Total	USD 197,806.21

Pricing Summary Totals	
List Price Total	USD 251,371.54
Total Contract Discounts Amount	USD -5,040.00
Total Discount	USD -28,310.33
Trade In Discounts	USD -20,400.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE
USD 197,806.21

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number CP/00315802/5451

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(i) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

Quote Number: 00056849



Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS
11811 Willows Road NE
Redmond, WA 98052

PHONE
GENERAL
425 887 4000
TOLL-FREE
800 442 1142

www.physio-control.com

August 26, 2016

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System
- TrueCPR™ Coaching Devices

Physio-Control, Inc. is the sole-source provider in all markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors

Physio-Control is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRAT™ MAC EMS Video Laryngoscope
- McGRATH MAC Disposable Laryngoscope Blades
- McGRATH X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.

Allan Criss, Vice-President, Americas Sales

GDR 3321967_E

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 27

Amend No. _____

Date Prepared: October 27, 2016
Council Meeting Date: November 21, 2016

TO: James Manni, Town Manager
FROM: Michael DeLuca, Community Development Director
SUBJECT: Historic Properties -Tax Credit for approved repairs

RECOMMENDATION:

That the Town Council INTRODUCES, READS, PASSES and ACCEPTS as a First Reading, an ordinance adopting a temporary tax credit to be applied to certain properties receiving 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 historic repair tax credits, (RIGL 44-4.1), and drafted an ordinance they believe is both helpful to these homeowners and reasonable to the Town and its 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.

This proposal was addressed in a workshop on March 28, 2016 and a follow-up presentation at the Town Council's regular meeting on June 20, 2016. The Council held and closed a public hearing on the draft ordinance on October 17, 2016.

ATTACHMENTS:

1. Draft Ordinance

TOWN OF NARRAGANSETT
CHAPTER _____

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

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

Section 1: Article II of Chapter 70 of the Code of Ordinances of the Town of Narragansett, entitled “Ad Valorem Taxation” is hereby amended by adding the following new subdivision:

SUBDIVISION 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.]

SECTION 141. 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.

SECTION 142. 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.

SECTION 143. 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.
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SECTION 144. TAX CREDIT

A. Effective Date

Maintenance or Rehabilitation of Historic Structures occurring after January 1, 2017 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.

SECTION 145. 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

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

D. 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.

SECTION 146. 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.]

SECTION 147. 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;
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- (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.

SECTION 148. 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.

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 _____, 2016

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

ATTEST:

Anne Irons, CMC
Town Clerk

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 28

Amend No. _____

Date Prepared: September 12, 2016
Council Meeting Date: November 21, 2016

TO: Honorable Town Council

FROM: Susan Cicilline-Buonanno, President Pro Tem

SUBJECT: Amendment to Rules for Commissions, Committee and Board Appointments

RECOMMENDATION:

That the Town Council amend the Town's Rules for Commission, Committee and Board Appointments by including a residency clause.

SUMMARY:

There is some confusion on the residency clause with our Boards, Commissions and Committees appointments. Eight (8) of our committees require residency, with a requirement of three (3) years residency for the Juvenile Hearing Board. Two (2) committees require that the resident is an elector. Seven (7) committees have no residency requirement for appointment.

The Town Clerk's office conducted a survey with the 38 other communities in Rhode Island. Sixteen communities responded with eight (8) communities requiring residency and ten (10) of those communities also require the resident be an elector of the town. New Shoreham has no residency requirement at all. The Town of Warren does not have a residency requirement for the Harbor Management or the Economic Development Committee. The Town of Bristol requires that only Planning and Zoning be an elector of the town.

The proposed amendment for The Town's Rules for Commission, Committee and Board Appointments would be amended by adding #10 to the Requirement for Membership and read as follows:

Section II. REQUIREMENT FOR MEMBERSHIP

10. The applicant shall be a full time resident and elector of the town to be considered for an appointment on a board, commission or committee.

ATTACHMENTS:

1. Proposed Rules for Commission, Committee and Board Appointments



TOWN OF NARRAGANSETT

Town Hall • 25 Fifth Avenue • Narragansett, RI 02882
Tel. (401)789-1044 Fax (401)783-9637

Town Clerk's Office
www.narragansettri.gov

TOWN OF NARRAGANSETT

RULES FOR COMMISSION, COMMITTEE AND BOARD APPOINTMENTS

I. SELECTION PROCESS OF MEMBERS

1. As authorized by the Town Council, the Town Clerk shall advertise once a year in a local newspaper, the commissions, committees, and boards that will have upcoming appointments. When a vacancy occurs it will be placed on the Town's website.
2. Upon receipt of an application, the Town Clerk shall date stamp it and retain the original.
3. The application shall remain on file for a period of two (2) years from the date received. The Town Clerk will contact applicant after the two year period to seek availability and interest. The Town Clerk will forward all applications on file for an open board when a vacancy becomes available on that particular committee, commission or board to the Town Council and to the Town Manager.
4. All new vacancies on the Planning or Zoning Boards will require that the Town Council interview those candidates.
5. The Town Council motion to appoint a candidate to a particular committee, commission or board, shall have the names of each applicant candidate listed on the summary.
6. A written staff recommendation may be submitted to the council through the Town Manager.

7. All applications received shall be available for public review to the extent under law, in the office of the Town Clerk.
8. The mission for each board, commission or committee shall be available in the office of the Town Clerk and on the town's website.

II. REQUIREMENT FOR MEMBERSHIP

1. Applications for the various commissions, committees and boards shall be available in the Town Clerk's Office or on the Town's website.
2. Applications shall be completed and submitted to the Town Clerk no later than the advertised filing date also unless otherwise approved by the unanimous consent of the council only applications received before the scheduled appointment date shall be considered for appointment.
3. The Town Clerk shall notify individuals whose terms are about to expire by letter, to determine if that individual wishes to be considered for reappointment. Members are reappointed at the discretion of the Town Council.
4. Individuals wishing to be considered for reappointment shall notify the Town Clerk prior to the expiration of the date in the letter sent to them.
5. The chairperson of each commission, committee or board shall submit an *Annual Report* including an attendance record, to the Town Clerk, for those individuals wishing to be considered for reappointment.
6. No person shall be appointed to serve concurrently on more than one commission, committee, or board created by the Town Council, with the exception of AdHoc commissions, committees or boards, or dual appointments required by Charter, Ordinance or Resolution. Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.
7. Any appointee who is absent without cause for three (3) consecutive meetings may be subject to removal by the Town Council.
8. When any member of a commission, committee or board is absent for (3) consecutive meetings, the Chairperson shall notify the Town Clerk, who shall in turn notify the Town Council for direction. Should the Chairperson recognize any other attendance deficiencies, the Town Clerk shall be notified, who shall in turn notify the Town Council for direction.

9. The applicant shall comply with all State Laws and Regulations, as well as Ethics Commission requirements for appointees.
10. The applicant shall be an elector in the town to be considered for an appointment on a board, commission or committee.

III. APPOINTMENT REVIEW PROCESS

1. The Town Council shall review each application and may invite specific candidates to an interview with the Council prior to a regularly scheduled meeting or work session. Candidates interviewed by the Town Council will be sent a letter of appreciation by the Town Clerk.
2. When making a nomination, the Council member making the recommendation will verbally outline reasons for the nomination.

Adopted February 1, 2010
Amended 11-15-10
Amended 11-18-13

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 29
Amend No. _____

Date Prepared: October 31, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager

FROM: Anne M. Irons, CMC -Town Clerk

SUBJECT: Schedule Work Session for Interviews for Planning Board
Appointment

RECOMMENDATION:

That the Town Council schedules a work session to conduct interviews for an appointment to the Planning Board for a five year term to expire on November 1, 2021.

SUMMARY:

According to the Council Rules for Commission, Committee and Board Appointments all appointments for the Planning Board require an interview with the town council

ATTACHMENTS:

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 30

Amend No. _____

Date Prepared: November 14, 2016
Council Meeting Date: November 21, 2016

TO: James M. Manni, Town Manager
FROM: Anne M. Irons, CMC – Town Clerk
SUBJECT: Joint Town Council/School Committee Budget Workshop

RECOMMENDATION:

That the Town Council schedules the annual TC/SC Workshop on the Budget as required by RIGL 16-2-21.3 to December 19, 2016 at 6:30 p.m.

Traditionally this meeting is held in December prior to a Town Council meeting. The suggested date is December 19, 2016 at 6:30 p.m.

ATTACHMENT:

1. RIGL§ 16-2-21.3

TITLE 16

Education

CHAPTER 16-2

School Committees and Superintendents [See Title 16 Chapter 97 – The Rhode Island Board of Education Act]

SECTION 16-2-21.3

§ 16-2-21.3 Meetings with city and town councils. – For the purposes of §§ 16-2-21 and 16-2-21.2, the term "town or city council" means the town or city council or other elected body charged by either local charter or public law with either preparing the budget for submission to town meeting or for final adoption of the budget. Meetings between the town or city council, as defined, and the school committee shall be held under the provision of law governing the meetings of the council. The school committee of a regional school district shall meet independently with the council of each town or city within the regional school district.

History of Section.

(P.L. 1986, ch. 13, § 2; P.L. 1988, ch. 84, § 71.)