

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 1

Amend No. _____

Date Prepared: November 21, 2016
Council Meeting Date: December 5, 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:

Ronald Gendron	37 Canopus Avenue	\$ 42.75
Ann Buffum	46 Burbank Avenue	\$ 45.76
Ann Durante	7 Elm Avenue	\$ 21.53

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 2
Amend No. _____

Date Prepared: November 28, 2016
Council Meeting Date: December 5, 2016

TO: James M. Manni, Town Manager

FROM: Anne M. Irons, CMC - Town Clerk

SUBJECT: One Day Peddler License Application – Jeffry Farrell d/b/a Sunset Farm
December 4, 2016 – Festival of Lights

RECOMMENDATION:

That the Town Council approves, ratifies and confirms a One Day Peddler License Application for Jeffry Farrell d/b/a Sunset Farm for December 4, 2016 – Festival of Lights, subject to state and local regulations.

SUMMARY:

The application was received after the November 21st council meeting and the event will be held before the December 5th council meeting. The council members were informed of the late submission. A peddler's license is required to sell food or goods for special events.

ATTACHMENT:

1. Application

one day Peddler

**Town of Narragansett
PEDDLER'S LICENSE APPLICATION**

JEFFREY FARRELL
Owner's Name

Sunset Farm
Trade Name

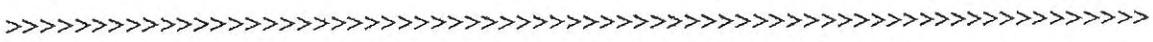
505 Rt Judah Rd.
Mailing address (line 1)

Mailing address (line 2)

742-1191
Owner's telephone #

TYPE OF LICENSE: Peddler's - *one day!* FEE: ~~\$50.00~~ ^{25.00} *pd cash*

Signature:  Date: 11-21-16



VEHICLE

Owner's Name: JEFFREY F FARRELL

Address: 505 Rt Judah Rd.
Narragansett RI

Type of vehicle: Trailer Registration #: _____

Required: Copy of Sales Permit (RI Division of Taxation) _____

Major food items sold: _____

Required: Copy of Food Service Permit (RI Department of Health) Yes.

Return completed form to: Town Clerk's Office
25 Fifth Avenue
Narragansett, RI 02882

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 3
Amend No. _____

Date Prepared: November 30, 2016
Council Meeting Date: December 5, 2016

TO: James M. Manni, Town Manager
FROM: Anne M. Irons, CMC - Town Clerk
SUBJECT: Class F-1 Liquor License Application – COAST
December 9, 2016 – The Towers

RECOMMENDATION:

That the Town Council approves a Class F Alcoholic Beverage License to Creating Outreach About Addition Support Together (COAST) for December 9, 2016 at The Towers, 35 Ocean Road, Narragansett, RI, subject to state and local regulations.

SUMMARY:

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

ATTACHMENT:

1. Application

CLASS F/CLASS F-1 LICENSE APPLICATION

PLEASE CHECK ONE:

CLASS F LICENSE ✓

CLASS F-1 LICENSE _____

(PLEASE PRINT)

DATE OF APPLICATION: 11/30/16

NAME OF APPLICANT: COAASST (Creating Outreach About Addiction Support Together)
(AGENCY/NON-PROFIT ORGANIZATION)

ADDRESS OF APPLICANT: 249 Woodruff Ave
Wakefield, RI 02879

LOCATION TO BE USED: The Towers

KIND OF EVENT: Fundraising Gala

DATE OF EVENT: 12/9/16

TELEPHONE # WHERE APPLICANT CAN BE REACHED: (4) [REDACTED]

SIGNATURE: [Signature]

(Please print name of person signing) Ana Bessmayer Bell

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

CPD 11-30-16

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 4
Amend No. _____

Date Prepared: November 30, 2016
Council Meeting Date: December 5, 2016

TO: Honorable Town Council

FROM: Dawson Hodgson, Town Solicitor

SUBJECT: Request from OC Realty, LLC to modify the terms of an easement granted to 360 South Pier Rd in May 2015

RECOMMENDATION:

That the Town Council receive and consider a recommendation from the Planning Board regarding OC Realty, LLC's request to modify the terms of an easement granted to 360 South Pier Rd in May 2015.

SUMMARY:

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

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

At the request of the Town Council, the planning board considered the request at a public hearing November 15, 2016. The result was a 4-1 vote to recommending approval of the change in units with additional conditions set forth in their decision.

ATTACHMENTS:

1. Approved Easement Agreement- April 2015
2. Correspondence from Attorney John Kenyon on behalf of OC Realty LLC. 7-13-16
3. Draft of proposed agreement incorporating changes submitted by OC Realty, LLC. 7-2016
4. Planning Board Recommendation

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (this “Easement Agreement”) is made this _____ day of April, 2015 by and between **O.C. REALTY, LLC**, a Rhode Island limited liability company, with a mailing address of 133 Old Tower Hill Road, Suite 1, Wakefield, RI 02879 (the “Grantee”), and the **TOWN OF NARRAGANSETT**, a municipal corporation duly organized by the General Assembly in accordance with the laws of the State of Rhode Island (hereinafter, the “Town” and/or “Grantor” interchangeably):

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Uses of Grantee's Property and Easement Area.** In consideration of the value of the easement described herein, Grantee agrees to restrict use of the easement and Grantee's property to those uses which are legally permitted in the "BB" Zoning designation where the Grantee's Property and Easement Area are located. Accordingly, , uses not permitted within the "BB" Zoning designation shall be prohibited from the Grantee's Property and Easement Area, and Grantee, his heirs, and assigns agree to forbear from seeking zoning relief to the contrary.

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

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

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

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

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

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

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

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

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

12. Remedies and Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor:

TOWN OF NARRAGANSETT

By: _____

Title: _____

Grantee:

O.C. REALTY INC.

By: _____

Title: _____

**STATE OF RHODE ISLAND
COUNTY OF WASHINGTON**

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

Notary Public:
My Commission Expires:_____

**STATE OF RHODE ISLAND
COUNTY OF WASHINGTON**

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

Notary Public:
My Commission Expires:_____

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

'16 JUL 15 AM 11:48

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

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

July 13, 2016

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

To the Honorable Town Council:

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

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

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

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

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

Very truly yours,

A handwritten signature in blue ink, appearing to read "John F. Kenyon", written in a cursive style.

John F. Kenyon
JFK/pas

Encl.

EASEMENT AND MAINTENANCE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Remedies and Enforcement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor:

TOWN OF NARRAGANSETT

By: _____

Title: _____

Grantee:

O.C. REALTY INC.

By: _____

Title: _____



MEMORANDUM

TO: Susan Cicilline-Buonanno, President
Honorable Town Council

FROM: Terence Fleming, Chairman,
Narragansett Planning Board

DATE: November 21, 2016

SUBJECT: **Recommendation on request for amendment to Easement & Maintenance Agreement between Town and O.C. Realty for roadway construction over Lot 329 on Assessor's Plat "P"**

BACKGROUND

The Planning Board has been asked to provide a recommendation to the Town Council on the application for a right-of-way easement by O.C. Realty, the pending buyer of the property known as "Ocean Club Roller Rink (360 South Pier Road).

In May, 2015 the Town Council granted the applicant's request with conditions. In exchange for the easement and associated requests noted above, the applicant committed to pay for all costs for the installation of the connector road, an upgraded traffic light servicing Salt Pond plaza and the new right-of-way, landscaping and upgrade of the remainder of the private road extending to South Pier Road including maintenance costs for all. Another consideration was that the property may only be developed for Permitted Uses. At the time the proposed use was a grocery store which is permitted by right in a BB - Business Zone.

The instant application requests that the allowance be expanded to use the building for a 5-unit retail shopping center, which is only permitted by Special Use Permit. The Town Council has referred this request to the Planning Board to make a recommendation on the revisions requested that would facilitate the use of the Ocean Club building for 5 retail establishments.

The Planning Board considered this request at their regular meeting on November 15, 2016. In attendance were Chairman Fleming, Dr. O'Neill, Mr. Indeglia, Mr. Glazer and Mr. Leighton.

HISTORY OF SITE

The Town-owned parcel in question (Plat P, Lot 329), is roughly 0.94 acres in area with approximately 165 feet of frontage on Point Judith Road. It abuts the Dunkin Donuts property to the north owned by James DeAngelis, Moo-Moo's Ice Cream to the south owned by George Lenihan, Adventureland to the southeast owned by Kelen Realty and Ocean Club Roller Rink to the northeast owned by Antonio Mollo.

The site was once the location of an above-ground water tank which was removed in the 1970's. It currently still supports a meter pit and booster station. It is largely maintained by the Town as a trimmed lawn but supports one large healthy deciduous tree and a few medium sized cedars. The ground slopes downward to the east at a slight grade (approx. 4%). Resource constraints include a very small area of wetland buffer at the extreme east perimeter which may or may not extend onto the site if surveyed, and high watertable soils over the eastern half of the site. Subtracting out the ROW easement leaves the site (Lot 329) with about 25,000 sf of buildable area.

APPLICANT'S PROPOSED REVISIONS

Mr. DeVicario has proposed to revise the easement agreement from the April, 2015 version (approved, May, 2015), to the July, 2016 version submitted for this hearing at the following section as denoted in the proposed agreement:

3. **Use of Grantees Property and Easement Area** – He suggests adding text to restrict uses not permitted in the BB - Business Zone. Additionally, adds text allowing the grantee to seek a special use permit and/or dimensional variance for any permitted use – specifically a shopping center.

In addition, there are three areas where changes from pre-April, 2015 to July, 2016 are considered by staff to be significant enough to discuss here:

4. **Construction on the Easement Area** – He suggests removal of text specifying the form of surety and the grantee's responsibility to relocate or protect underground infrastructure.
12. **Remedies & Enforcement** – He suggests removal of a paragraph that would authorize the Town to revoke the easement.
15. **Binding Effect** – He suggests removal of first sentence qualifying the grantors right to revoke the easement due to breach of terms.

PLANNING BOARD COMMENTS

In regard to the numbered items noted above, staff offers the following comments:

Item #3 – Uses of Grantee’s Property and Easement Area

This new language is the primary purpose of the text change incorporated within the July, 2016 version of the easement agreement. This text would expand the allowance to state that the site is not limited to only ***“uses which are legally permitted in the BB Zoning designation....”***, but rather would allow any use authorized in the BB-General Business zone. This wording change would open the door to those uses allowed by special use permit.

The applicant also has removed the statement that they would ***“forbear from seeking zoning relief to the contrary”***.

The last sentence in the July, 2016 draft would be re-stated that, ***“uses not permitted within the BB zoning designation shall be prohibited from the easement area, provided, however, that the Grantee may seek from the Town Zoning Board of review, a special use permit, and/or dimensional variance for any permitted use, specifically a shopping center.”***

The Planning Board considered the potential impact of this language on three levels:

1. This revision would open the use of the site to any of the 140+ possible uses allowed in the BB Zone, (98-Permitted, 43-SUP, 6-Accessory). Discussion ensued on the merits of allowing the text change but suggesting certain uses be expressly prohibited. The board concluded that the list below of otherwise permitted uses be recommended to be prohibited.

Designated “P” but should consider prohibiting – Crop/ livestock farm, Nursery, Outdoor boat storage, Kennels, Commercial off-street parking lot, General auto repair and body shops, Vehicle washing.

In regard to the list of uses allowed by special use permit, the Board concluded to not suggest any be expressly prohibited because they require public vetting through the zoning hearing process and each proposal will be approved or denied on its own merits.

2. The second aspect of this text revision that concerns the Planning Board is the reference to “uses in the easement area”. This language caused confusion since the easement area is that portion of the Town Lot (Plat P, Lot 329) to be used for the new roadway. The text as drafted and read literally, would not seem to impose any regulatory restrictions on the roller rink site (Plat P, Lot 284-B). the Board concluded this language should be revisited and corrected prior to signing the agreement.

3. The third provision of concern that the Planning Board addressed is that the last sentence of item #3 would conflict with the requirements of Section 12.4 of the Zoning Code restricting commercial properties from seeking a dimensional variance and special use permit together. The Board concluded that this provision may encourage one or more tenants to seek to build additions to the building or installation of elements that are not permitted by right or are not compliant with Section 12.4. As a result the word “and” is suggested to be removed from this sentence.

Item #4 – Construction on Easement Area and Right-of-Way.

Staff had submitted an objection to the removal of text specifying the form of surety be limited to cash or letter of credit and that the grantee be responsible for protection and/or relocation of underground infrastructure if their construction would impact any water or sewer facilities owned by the Town. On the first matter, staff noted that Section VII of the Subdivision and Land Development Regulations of the Town dictates that surety be provided in the form of an escrow account or letter of credit for all developments under the authority of the Planning Board. He added that the Engineering Department, to his knowledge, also limits surety for infrastructure projects not regulated by the Planning Board to the same two financial mechanisms. Upon discussion, the Board concluded that other forms of surety, such as an insurance policy, could be drafted in a manner that adequately protects the Towns interests and therefore be acceptable.

Item #12 and #15 – Remedies & Enforcement, Binding Effect, Appurtenant Easements and Covenants.

Staff had submitted an objection to relinquishing the right to revoke the easement. At the meeting the director noted 2 possible scenarios that may be appropriate for the easement to be revoked. First, if the Town chooses to formalize the ROW as a Town road at some point, then the easement would become unnecessary. Second, if the roadway construction was not completed by the developer he expressed concern that the Town have recourse.

Upon discussion, the board concluded that neither circumstance would necessitate having a revocation clause and would be resolvable through other means.

CHANGE FROM 1 RETAIL UNIT TO 5 UNITS

On the issue of expanding the possible use of the building for 5 commercial units the board addressed the following questions and comments:

- a. The recently adopted 2016 Comprehensive Plan incorporates policies to enhance the Town’s business sector by *“seeking out, soliciting and facilitating the location ofhighly paid employment opportunities”*. Another policy seeks to *“reach out and solicit new types of businesses that complement and support the existing business community...”*. Combined, these policies and others put forth a high priority on expanding the business base. This proposal, as revised, with 5 smaller retail establishments, was

discussed at length with the Board concluding by consensus that it is the developers burden to assemble a mix of tenants that will ensure success of the site.

- b. Traffic –The Board was informed that as of today’s date there is a tentative approval of the road design plan from RIDOT, although still no surety in hand for its construction. Given the recent receipt of RIDOT staff approval of the new roadway design, Town staff can proceed with the understanding that the roadway extension can take place with an improved signal and new intersection leg added to the Salt Pond Shopping Center traffic signal. Board and staff concerns for traffic impacts on the existing roadway from South Pier Road may be considered resolved.
- c. Maintenance Responsibility – With the proposed expansion to five units comes the possibility of selling the units as condominiums. The Town has no control over condominium ownership. However, the easement agreement identifies numerous tasks for which the “developer” will be responsible at the outset of the project and in the future. Staff had suggested that the easement agreement include a provision for the creation of a formal management entity to maintain the roadway, the traffic signal, the landscaping and the development site itself. Upon discussion, the Board concluded that this responsibility falls to the “owner” who will be providing a maintenance bond in addition to the construction bond and a separate bond with RIDOT for installation of the signal improvements and switching mechanism.

RECOMMENDATION

Based on the above, a motion was made by Mr. Indeglia, seconded by Mr. Glazer, that the amendment to the road easement and licensing agreement as depicted in a plan drawn by Millstone Engineering , P.C. dated September 15, 2014 be recommended for APPROVAL based on the staff report dated November 8, 2016, subject to the following:

1. That the easement agreement be modified to address the following:
 - a. That text of item #3 be amended to specifically acknowledge restrictions on Plat P, Lot 284-B including a list of uses otherwise allowed in the BB Zone that are prohibited on this site and that said list shall be recorded in the Land Evidence Records of the Town. Uses to be included in said list are: crop/ livestock farm, nursery, outdoor boat storage, kennels, commercial off-street parking lot, general auto repair and body shops, vehicle washing.
 - b. Acknowledging within the BB Zone that the applicant shall be permitted to seek a special use permit for the purposes of a shopping center.
 - c. That language of item #3 also be amended to not violate Section 12.4 of the Zoning Ordinance by removal of the word “and” in the last line of text.
 - d. That with regard to Item #4, that the Town Council allow that the applicant will provide surety in the form of a bond to be approved by the

- engineer and the solicitor as a ‘Moody’s Best A’ rated bond, and that there not be a requirement for a cash bond as a payment and performance for the completed road access ways for maintenance.
- e. That the maintenance bond be required to be a minimum of ten (10) years with all appropriate notices to the Town by the issuer of a letter of credit, and such letter of credit be renewable upon application at the request of the Town.
 - f. That the Town will reserve all of its rights for enforcement of the easement in either law or equity, including but not limited to termination or default or breach of the easement agreement.
 - g. That the Planning Board has found that this recommendation is in compliance with the Town Comprehensive Plan.
 - h. That a set of RIDOT fully-approved design plans for the new roadway be submitted with the appropriate surety mechanism prior to signing of the easement agreement.
 - i. That the posted construction surety run in favor of the Town in a sum to be reviewed and approved by the Town Engineer based on the final roadway, traffic signal and landscaping design.
 - j. That the Town Solicitor review and approve final language of the proposed Easement and Maintenance Agreement to address the issues noted herein and to ensure the creation of a responsible entity to manage and maintain the roadway, the traffic signal, the landscaping and the development site.
 - k. That the metes and bounds description and associated map of the ROW easement be recorded in the Miscellaneous Maps Book of the Town’s Land Evidence Records prior to any site alteration.
 - l. That the traffic signal improvements be completed and made operable prior to certificate of occupancy for any new use at 360 South Pier Road, (Plat P, Lot 284-B).
 - m. That landscaping of the remainder of lot 329 be the responsibility of the applicant unless and until relieved of this responsibility by the Town.
 - n. That the applicant conform with all State law requirements of the Physical Alteration Permit Process with RIDOT relative to location and construction of the curb cuts on Rt. 108; but nevertheless cooperate and provide any and all applications and information to our Town Engineer and be open to his suggestion.
 - o. Finally that during the Planning Board meeting, a number of technical and substantive legal matters relative to the language of the easement contract were discussed and presented to the Town Solicitor; and that those changes recorded and recommended by the Town Solicitor be considered by the Town Council.

Motion passes 4 to 1.

(Yeas: Dr. O’Neill, Mr. Glazer, Mr. Indeglia, and Mr. Leighton) (Nays: Mr. Fleming)

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 5
Amend No. _____

Date Prepared: November 29, 2016
Council Meeting Date: December 5, 2016

TO: Honorable Town Council

FROM: Susan Cicilline-Buonanno, President

SUBJECT: Enactment of a Homestead Exemption applied to property taxation.

RECOMMENDATION:

That the Town Council INTRODUCES, READS, PASSES and ACCEPTS an ordinance authorizing the Narragansett Town Council to enact annually a residential homestead exemption not to exceed 10% applied to the assessed valuation of real property.

SUMMARY:

At the Town's request, the General Assembly passed enabling legislation during the 2016 legislative session to authorize Narragansett to annually fix a homestead exemption of up to 10% of a residential property's assessed value.

The proposed ordinance provides for administration of the homestead exemption, both in terms of determining eligibility and appropriate method of satisfying the Tax Assessor of a taxpayer's eligibility to receive the exemption.

ATTACHMENTS:

- 1: Proposed ordinance
- 2: State enabling law

TOWN OF NARRAGANSETT

CHAPTER

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

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

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

Subdivision V. - Homestead Exemption

Sec 70 - 110. - Homestead Exemption

The Town Council shall annually fix the amount, if any, of a homestead exemption with respect to assessed value from local taxation on taxable real property used for residential purposes or mixed purposes, defined as a combination of residential and commercial uses, in an amount not to exceed ten percent (10%) of the assessed value, as authorized by the General Assembly of the State of Rhode Island.

(a) The homestead exemption applies to property:

- (1) which is the taxpayer's principal residence and legal domicile; and
- (2) legally titled to the taxpayer or a trust to which the taxpayer is the named beneficiary;
and
- (3) used exclusively for residential purposes and improved with a dwelling containing less than five (5) units, or used for a combination of residential and commercial uses.

(b) The homestead exemption does not apply to:

- (1) Property owned by corporate entities.
- (2) Vacant land.

- (c) Legal title to the real property subject to the homestead exemption must be held by the taxpayer as of December 31 prior to the year for which the exemption shall apply. There shall be one exemption per household.
- (d) When real property is used for mixed purposes, the percentage of the assessed value shall be a prorated amount. The prorated amount shall be the percentage of square feet of the parcel used for residential purposes multiplied by the percentage of the homestead exemption.
- (e) Presenting a majority of the following documents to the Tax Assessor shall be considered prima facie demonstration of a person's residence for the purpose of eligibility for the homestead exemption:
 - (1) The address furnished to the Division of Motor Vehicles, appearing on the taxpayer's valid operator's license; If the applicant certifies that he or she does not drive, this requirement is waived.
 - (2) The address from which the taxpayer's motor vehicle is registered, as it appears on a valid motor vehicle registration. If the applicant certifies that he or she does not drive, this requirement is waived.
 - (3) The address from which the taxpayer filed his or her federal income tax return for the tax year in question;
 - (4) The address from which the taxpayer filed his or her state income tax return for the tax year in question;
 - (4) The address furnished by the taxpayer to the Town of Narragansett canvassing authority for voting purposes;
 - (5) Any additional form acceptable to the Tax Assessor.
- (f) The Tax Assessor may require any additional information or prepare any application forms he or she deems necessary to carry out the intent of the ordinance.
- (g) The Tax Assessor shall have the authority to make adjustments to the homestead exemption if he or she receives information that the property no longer meets the eligibility requirements.
- (h) If the taxpayer knowingly gives misinformation as to the ownership and/or occupancy of the real property subject to the homestead exemption, the Tax Assessor shall, in such event, re-

move the homestead exemption and recalculate the tax for the period in question and, in addition, charge the taxpayer the maximum interest permitted by law.

- (i) The Tax Assessor shall have the authority to send a communication in conjunction with a mortgage application from a buyer to a financial institution to reflect what an estimated property tax bill would be for a subject property if, and when a valid and accepted proposed homestead exemption is sought and accepted. Any communication from the Tax Assessor shall include the following language:

"The Tax Assessor has estimated the potential tax bill for this property based upon the application or the Town's current homestead exemption. It is an ESTIMATE only and is contingent on the applicant/homeowner meeting all of the legal requirements or the exemption as set forth in the applicable law and/or the municipal code. Homestead exemptions and rates are subject to change and modification by the City's governing body."

Section 2:

The header of **Subdivision V. - Appeals** is hereby amended to read **Subdivision VI. - Appeals**

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

First reading, read and passed in the Town Council meeting legally assembled the 5th day of December, 2016.

Second reading read and passed in the Town Council meeting legally assembled the 19th day of December, 2016.

ATTEST:

Anne Irons, Town Clerk

2016 -- H 7127 SUBSTITUTE A

LC003747/SUB A

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2016

A N A C T

RELATING TO TAXATION -- HOMESTEAD EXEMPTION IN THE TOWN OF NARRAGANSETT

Introduced By: Representatives McEntee, and Tanzi

Date Introduced: January 13, 2016

Referred To: House Municipal Government

It is enacted by the General Assembly as follows:

1 SECTION 1. Chapter 44-5 of the General Laws entitled "Levy and Assessment of Local
2 Taxes" is hereby amended by adding thereto the following section:
3 **44-5-85. Narragansett homestead exemption.** -- The town council of the town of
4 Narragansett is authorized to annually fix the amount, if any, of a homestead exemption with
5 respect to assessed value from local taxation on taxable real property used for residential purposes
6 or mixed purposes, defined as a combination of residential and commercial uses, in the town of
7 Narragansett and to grant homestead exemptions to the owner or owners of residential real estate
8 or combination residential and commercial real estate in an amount not to exceed ten percent
9 (10%) of the assessed value. The exemption shall apply to property used exclusively for
10 residential purposes, and improved with a dwelling containing less than five (5) units or real
11 property used for a combination of residential and commercial uses. When real property is used
12 for mixed purposes, the percentage of the assessed value shall be a prorated amount. The prorated
13 amount shall be the percentage of square feet of the parcel used for residential purposes
14 multiplied by the percentage of the homestead exemption. In order to determine compliance with
15 the homestead exemption as outlined in this subsection, the town council shall provide, by

16 resolution or ordinance, rules and regulations governing eligibility for the exemption established
17 by this section.

1 SECTION 2. This act shall take effect on December 31, 2016.

LC003747/SUB A

LC003747/SUB A - Page 2 of 3

**EXPLANATION
BY THE LEGISLATIVE COUNCIL**

OF

A N A C T

**RELATING TO TAXATION -- HOMESTEAD EXEMPTION IN THE TOWN OF
NARRAGANSETT**

1 This act would grant the town council of the town of Narragansett the authority to adopt a
2 homestead exemption ordinance.

3 This act would take effect on December 31, 2016.

LC003747/SUB A

LC003747/SUB A - Page 3 of 3

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 6

Amend No. _____

Date Prepared: November 28, 2016
Council Meeting Date: December 5, 2016

TO: James M. Manni, Town Manager

FROM: Michael DeLuca, Community Development Director

SUBJECT: Text Amendment to Zoning Ordinance

RECOMMENDATION:

That the Town Council INTRODUCES, READS, PASSES AND ACCEPTS as a First Reading, an ordinance amending text revisions 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 public hearing was held on this ordinance on November 21, 2016.

ATTACHMENTS:

1. Draft Ordinance

TOWN OF NARRAGANSETT

CHAPTER _____

AN ORDINANCE IN AMENDMENT OF CHAPTER 731 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED “AN ORDINANCE IN RELATION TO ZONING” AS IT RELATES TO 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 paragraph 1:

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 at the end of the subsection:

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. 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 Paragraph 3 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).

SECTION 8. 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: 7

Amend No. _____

Date Prepared: November 28, 2016
Council Meeting Date: December 5, 2016

TO: Honorable Town Council
FROM: Jill A. Lawler, Council Member
SUBJECT: Adoption of Resolution

RECOMMENDATION:

That the Town Council adopt the resolution joining the Federal Lawsuit challenging the U.S. Department of the Interior's issuance of a lease for wind energy area on Fishing Grounds important to our Community.

SUMMARY:

The Bureau of Ocean Energy Management (BOEM) has a proposed sale of 81,130 acre New York Wind Energy Area approximately eleven miles off the coast of Long Island. The area being considered for Wind Farm development is important fishing ground for several stocks, including squid and scallops. Squid, and many other species of fish, require a smooth and sandy bottom to breed, spawn and live. Point Judith is the number one Squid Port on the East Coast. Industrial construction of the Wind Farms will destroy this habitat. Additionally, Squid Vessels trawl with large nets which cannot operate within the confines of a wind farm as they do not fish in straight lines. Many Rhode Island squid vessels fish there, and other out-of-state vessels who deliver their squid to RI facilities also fish there. Senator's Reed and Whitehouse have asked that BOEM consider re-locating the Wind Farm to a location which will minimize the impact on the fishing community. Adoption of this resolution will show Narragansett's recognition and support of the Commercial Fishing Industry.

ATTACHMENTS:

1. Proposed Resolution
2. Related materials

**RESOLUTION OF THE TOWN OF NARRAGANSETT
[/POINT JUDITH], COUNTY OF WASHINGTON, STATE OF
RHODE ISLAND, JOINING THE FEDERAL LAWSUIT
CHALLENGING THE U.S. DEPARTMENT OF THE
INTERIOR'S ISSUANCE OF A LEASE FOR A WIND
ENERGY AREA ON FISHING GROUNDS IMPORTANT TO
OUR COMMUNITY**

WHEREAS, the Town of Narragansett [/Point Judith] is a small independent municipality with a unique character and an autonomous community of interest located on the Atlantic Ocean; and

WHEREAS, the Town is home to a thriving fishing industry that both provides economic livelihoods and contributes to the Town's character, working waterfront and recreational opportunities; and

WHEREAS, the Town also has an interest in the protection of natural resources and development of alternative sources of energy for the future; and

WHEREAS, the Town, accordingly, supports the development of offshore alternative energy, but such development must take into account the needs of fishing communities; and

WHEREAS, the U.S. Department of the Interior, Bureau of Ocean Energy Management (BOEM) issued a Proposed Sale Notice and Environmental Assessment for the New York Wind Energy Area (NY WEA) located on prime fishing grounds off the coast of Long Island; and

WHEREAS, the proposed lease area was selected by offshore wind energy developers without advance consultation with, or input from, existing ocean stakeholders; and

WHEREAS, on October 31, 2016, BOEM issued a Final Sale Notice for the NY WEA and accompanying final Environmental Assessment ("EA"); and

WHEREAS, commercial fishermen from the Town of Narragansett [/Point Judith], and commercial fishing associations representing the Town's fishermen, provided detailed comment and information on the potential impact of the major planned wind farms on fishing grounds, including those known as Cholera Bank and the Mudhole, both of which are located on and adjacent to the NY WEA; and

Resolution challenging the U.S. Department of the Interior's issuance of a lease for a wind energy area on fishing grounds important to our community

December 5, 2016

Page Two

WHEREAS, the EA fails to evaluate the impacts of the development of a major offshore wind farm, including, but not limited to, impacts on marine mammals, sea turtles, and birds, as well as impacts on fisheries, fish habitat and fishing communities; and

WHEREAS, the U.S. Coast Guard (USCG), with the support of the Maritime Association of the Port of New York/New Jersey, the World Shipping Council, and fishing industry groups, also, identified significant navigational and safety concerns because of the WEA's location between the major shipping lanes into and out of New York City; and

WHEREAS, the EA lacked analysis of the cumulative environmental effects of BOEM's issuing multiple wind energy leases throughout the Atlantic; and

WHEREAS, BOEM failed to genuinely consider the important issues identified above, and presented in detail by various stakeholder groups prior to issuing the Final Sale Notice, in violation of both the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*, and the Outer Continental Shelf Lands Act (OCSLA), 43 U.S.C. § 1331 *et seq.*; and

WHEREAS, the [Town Dock/Seafreeze], an organization with many participating fishermen home-ported and processing fish in the Town of Narragansett [/Point Judith] and dedicated to ensuring the long-term sustainability of the Atlantic squid fisheries, intends to file suit against BOEM to enjoin the issuance of the NY WEA lease until such time as BOEM complies with the NEPA and OCSLA and properly considers the input of interested stakeholder groups and the impact of the lease on, among other things, Atlantic fisheries, birds, marine mammals and sea turtles; and

WHEREAS, [Town Dock/Seafreeze] expects other commercial fishing organizations to join the lawsuit as plaintiffs, as well as other affected fishing communities; and

WHEREAS, the Town of Narragansett [/Point Judith] wishes to join the [Town Dock/Seafreeze] as a plaintiff in such case so that the Town's interests are properly considered before BOEM issues the lease.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Narragansett [/Point Judith], County of Washington, State of Rhode Island, as follows:

1. That the Town Council of the Town of Narragansett dose hereby authorize the Town to join the [Town Dock/Seafreeze] as a plaintiff in the above-referenced lawsuit against the U.S. Department of the Interior, Bureau of Ocean Energy Management.

Resolution challenging the U.S. Department of the Interior's issuance of a lease for a wind energy area on fishing grounds important to our community

December 5, 2016

Page Three

2. That the law firm of Kelley Drye & Warren LLP is hereby authorized to appear on behalf of the Town of Narragansett [Point Judith] in said lawsuit by the [Town Dock/Seafreeze] against the U.S. Department of the Interior, Bureau of Ocean Energy Management, without further cost to the Town, in accordance with the terms of this resolution.

3. That certified copies of the resolution be forwarded to the [Town Dock/Seafreeze], to Kelley, Drye & Warren LLP, and to other municipalities with affected fishing communities.

TOWN OF NARRAGANSETT

Susan Cicilline-Buonanno, Council President

ATTEST:

Anne M. Irons, CMC – Town Clerk

DATED:

MOTION:

SECOND:

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

CERTIFICATION

I, Anne M. Irons, Clerk of the Town of Narragansett, do hereby certify that the foregoing resolution is a true copy of a resolution adopted by the Town Council of the Town of Narragansett [Point Judith] on this _____ day of _____, 2016.

Anne M. Irons, CMC – Town Clerk



100 Davisville Pier
North Kingstown, RI 02852

November 18, 2015

Bureau of Ocean Energy Management
45600 Woodland Road
Mail Stop VAM-OREP
Sterling, VA 20166

To Whom It May Concern,

After attending a recent BOEM public outreach meeting in New York with regards to the proposed New York Call Area wind facility, I wish to submit the following written comments on behalf of Seafreeze Ltd:

Seafreeze Ltd is a seafood production and processing company located in Davisville, Rhode Island which, along with our sister company Seafreeze Shoreside located in Point Judith, Rhode Island, employs approximately ninety five people. We have serious concerns about the location of the New York Call Area, from both a safety and a fishery perspective. We also have serious concerns about the lack of correct fishery and economic data in BOEM's database for the area.

Provided at BOEM's New York outreach meeting were confidential images off more than 25 vessel chart plotters, detailing concentrated trawl fishing effort in the NY Call Area. All of these images demonstrate squid fishing activity, with the exception of one Seafreeze vessel's mackerel fishing activity and one scallop vessel's activity in the area. They are by no means comprehensive and represent only a snapshot of the intensive fishing effort that takes place there. Not every tow is marked and many tows get deleted periodically to ensure clarity of the chart, making true effort much higher. It is important to also keep in mind that these charts only represent a fraction of the fleet of vessels fishing in the proposed wind farm area. However, it is clear that the fishing industry relies heavily on the area.

The majority of the vessels represented are Rhode Island vessels. This is problematic considering that BOEM's current data did not recognize any Rhode Island port as being significantly affected by the proposed wind facility, particularly with regards to squid. Rhode Island is the squid capital of the East Coast and considerable amounts of product is harvested in the Call Area. The port that would be hardest hit by the siting of the proposed wind facility would be Point Judith, not only because of the number of Rhode Island squid vessels who fish in the area but also the fact that many New York and other state's squid vessels land their catch in Point Judith.

The BOEM estimate of loligo squid value harvested in the Call Area is off by orders of magnitude. The current BOEM five year average (2007-2012) of annual squid revenue generated from the proposed site is approximately \$123,000. However, in 2012 alone, approximately \$4 million worth of squid was harvested in that specific area in four weeks of fishing. Attached are one vessel's confidential VTRs, plotter tows in the area, and multiple corresponding dealer reports from that same time frame, demonstrating nearly \$200,000 worth of gross revenue to a single vessel. (Although not all dealer reports were obtained, the average price per pound of product can be expanded to estimate total revenue). This vessel now lands nearly 100% of its squid in Point Judith and is a customer of Seafreeze Shoreside.

One of our vessels is a member of New England groundfish Sector 13, which keeps records of all member vessel activity. In this sector alone, the totals of loligo squid landed out of statistical area 612, in which the overwhelming majority of squid landings are harvested in and around the Call Area, are as follows:

2010- 149,030 lbs	2012- 1,288,835 lbs	2013- 345,264 lbs
2011- 733,957 lbs	2014-963,568 lbs	2015 – 300, 787 lbs

Similar records exist in other groundfish sectors. Although groundfish sectors may or may not be comprised of vessels with squid permits, and level of squid fishing activity is variable depending on vessel composition within the sector, the cumulative landings of all these sectors combined are significant. Sectors 5, 7 and 9 have these combined totals for loligo landings in statistical area 612:

2010- 129,033 lbs	2012- 703,343 lbs	2014- 262,830 lbs
2011- 988, 035 lbs	2013- 156,980 lbs	

Important to bear in mind is that not all squid vessels belong to groundfish sectors, so these above numbers are not comprehensive. But they do serve to indicate that the revenue information that BOEM has relied on with regards to the Call Area is egregiously inaccurate. The average price for fresh squid is \$1.00 per pound to the vessel. Certain individual vessels depend on the Call Area for ¼ to 1/3 of their annual income.

The cumulative economic impacts of the squid fishery extend far beyond the initial revenue to the vessel, particularly to Rhode Island. As stated above, Rhode Island squid vessels as well as many out of state squid vessels land their catch in Point Judith. This generates revenue to the vessels but also to the port. For every pound of squid that comes across the dock of a dealer, the dealer also receives revenue. This revenue generates jobs for dock workers, management personnel, processing personnel and maintenance personnel. It also generates employment for shipping personnel and the trucking companies which distribute the product. Significant revenue is also generated through cold storage facilities for the product. Vessels which utilize the port generate port berthing fees and support local fuel companies, electronics companies, trawl gear companies, and engine repair companies.

Squid landed in ports outside Rhode Island is often brought to Rhode Island for processing. Several Rhode Island dealers purchase significant amounts of squid landed in New York and other states and ship the product to Rhode Island, where it is processed and distributed. Seafreeze Shoreside annually handles millions of pounds of squid. It packages and freezes millions of pounds of this squid for itself and other dealers. Of this product, over a million lbs every year is then kept in cold storage at Seafreeze Ltd until ready for further processing into tubes and tentacles for consumption by the public.

The loss of a primary inshore squid fishing ground has huge economic implications for Rhode Island fisheries and businesses. Specifically labeled “Rhode Island Calamari” and “Point Judith Calamari” are found on restaurant menus up and down the East Coast. Seafreeze brand squid is in demand worldwide. The official Rhode Island state appetizer is calamari. If the New York Call Area is leased for development, a significant percentage of inshore squid landings will be lost, and the ecological implications of loss of squid grounds may have a severe impact on the squid fishery as a whole.

The ecological information on which BOEM and the New York Department of State have relied for siting the NY Call Area is also lacking and/or incorrect. The NYDOS Offshore Atlantic Ocean Study completed in July 2013, utilizes squid data from the Northeast Fishery Science Center’s trawl survey. This survey cannot accurately sample the area for squid because its cruises are limited to early spring and mid fall, not when the squid seasonally appear in the area. Therefore the squid are missed by the survey. Furthermore, due to the random selection of survey stations, samples within the Call Area are either sparse or nonexistent. See http://www.nefsc.noaa.gov/femad/ecosurvey/mainpage/fbts_cr.html . The area is not surveyed by the NEAMAP inshore survey, which means that the NEFSC survey is the lone contributor to survey information. Prior to siting of the Call Area, intensive year round sampling for an extended period of time should have been conducted to determine the area’s productivity.

BOEM’s fact sheet entitled “Socio-Economics of Fishing Related to Wind Energy Development: Applied Science for Informed Decisions on Ocean Energy” states, “During operation, the offshore structures will likely serve as refuge and hard bottom substrate for fish and prey.” However, this translates into a negative for squid. Squid prefer area without structure, particularly sand, and the introduction of structure and hard bottom will alter their ecosystem. Structure will attract a host of new predators to the area which prey on squid and squid eggs. At the same time, the scour and sedimentation created by operational wind turbines have the potential to suffocate and kill eggs and larvae. Squid live for approximately nine months, dying once they have spawned inshore. If the scour and sedimentation of wind turbines kills off the next generation of eggs and larvae, there are no adults left to reproduce, leading to potential major stock collapse. As no studies have been completed on the ramifications of

wind turbines in prime squid ground, it would be environmentally unsound to destroy this historic habitat and possibly cause reproductive failure of the species.

Additionally, the BOEM Fact Sheet states that bottom trawl gear “may not be able to fully utilize the developed area”. All squid fishing vessels operate with bottom trawl gear, and the fact is that no bottom trawl vessel will be able to access the area at all. Trawl vessels do not tow in straight lines, but need the ability to turn, follow depth contours, avoid up to 20-40 other squid vessels fishing the area, and avoid the many hangs present in the Call Area which have the potential to destroy gear worth tens of thousands of dollars per boat. To operate in a wind facility which would require only straight tows would be impossible and unproductive. This is also due to the fact that each vessel is towing its net extensive distances of wire out behind the vessel itself. This intrinsically limits maneuverability in a grid of solid structure, especially when dealing with cross winds, cross currents, tides, etc. Therefore, all tows inside the wind facility would be completely lost.

In New York Governor Andrew Cuomo’s November 12, 2015 letter to the U.S. Maritime Administration regarding the veto of the proposed Port Ambrose LNG project, he acknowledges the importance of the squid fishery and access by commercial vessels to their squid fishing grounds. He references “risks and disruptions” which would make it “difficult for commercial fishers who rely on seasonal access to support their activities”, and the “impact” to “New York’s fishery for longfin squid, commercially important and present in the project area.” We applaud this consideration of impact to the commercial squid fishery, which is not limited to New York but encompasses even greater Rhode Island based activity. Now that BOEM and the NYDOS have been made aware of the inaccuracy of their current data, provided with new and more accurate data of the reliance of the commercial squid fishery specifically on the New York Call Area, we look forward to similar consideration.

The Energy Policy Act of 2005 is clear that offshore energy projects are required to “ensure” provision for... “safety”, “protection of the environment”, “conservation of the natural resources of the outer Continental shelf”-including the squid stock, “protection of correlative rights in the outer Continental shelf”, “prevention of interference with reasonable uses...of the exclusive economic zone”, and “consideration of...any use of the sea or seabed, including use for a fishery”. The siting of the New York Call Area not only has very negative potential impacts to the squid resource, and would severely interfere with one of the most lucrative inshore squid fishing areas on the East Coast, it also has very real safety ramifications.

The squid fishery in the New York Call Area has been operating for decades despite heavy transit in the vicinity. The New York shipping lanes are some of the busiest in the country. However, until this point, the New York Call Area was a safe place for fishing vessels to escape potential collision. With the introduction of a wind facility, this safe zone will be removed. Fishing vessels will be forced to haul back their nets in the actual shipping lanes, a process during which the vessel is unable to move and takes roughly half an hour. The 20-40 squid boats which frequently fish the area will be forced into extremely hazardous, life threatening, situations. Vessels transiting the shipping lanes are not accompanied by a US pilot in the vicinity around the Call Area; pilots only board these vessels much closer to New York Harbor. That means that when a tanker or other vessel is transiting around the area, they may not have an English speaking person at the radio or the wheel, making communication between the fishing vessels and shipping vessel impossible. Furthermore, tankers, etc., often move at high speeds and would need to alter course many miles in advance of approaching a group of fishing vessels in order to avoid collision. The New York Call Area is not a safe place to site a wind facility given the density and composition of current users.

Of additional concern is the interference with marine radar caused by wind turbines. A 2013 report prepared for the US Department of Energy found that “[O]ffshore wind farms do raise some concerns for other stakeholders. These new concerns include marine navigation and communications...sonar and subsurface acoustical monitoring systems, and coastal HF radars...Marine navigation radars... may experience interference under certain proximity and operating conditions as the result of typical wind farm configurations. Pre-deployment investigation is warranted. Mitigation measures may be required.” See http://www.ioos.noaa.gov/hfradar/assessment_offshore_wt_effects.pdf. Wind turbine technology has expanded since 2013, and newer, larger turbines may cause additional interference. Not only would a wind facility interfere with fishing vessel subsurface sonars and sounders, it would pose a significant safety hazard to fishing vessel radar when operating close to the facility. This hazard is compounded by the heavy traffic of the surrounding shipping lanes. Again, the New York Call Area is not a safe location for a wind facility.

Accordingly, we recommend the rejection of the New York Call Area as an appropriate wind facility site.

Sincerely,

Meghan Lapp
Fisheries Liaison, Seafreeze Ltd.

100 Davisville Pier
North Kingstown, RI 02852

Bureau of Ocean Energy Management
45600 Woodland Road
Mail Stop VAM-OREP
Sterling, VA 20166

Seafreeze Ltd. is a seafood production and processing company located in Davisville, RI. We operate two freezer trawlers, and one fresh product trawler, which operate along the East Coast of the United States. In addition, our Shoreside facility serves multiple other vessels which operate in New England and Mid Atlantic inshore and offshore waters. In response to BOEM's request for stakeholder feedback on offshore wind energy, we submit the following concerns:

1. Planning and construction of offshore wind facilities are continuing despite zero studies on the potential impacts of offshore wind development on any New England Fishery Management Council, Mid Atlantic Fishery Management Council, or Atlantic States Marine Fisheries Commission managed species. Detailed analysis on each individual species managed by these bodies should be completed before any construction, exploration, or siting is permitted to take place. Current processes should be put on hold until such studies can be completed. In 2012 alone, New England fisheries generated \$1.2 billion in landings revenue, over \$12 billion in sales, \$3.4 billion of regional income, approximately \$5 billion of value added impacts, and supported approximately 160,000 direct jobs. Similarly, the Mid Atlantic region's seafood industry generated \$18 billion in sales, \$4 billion in income, \$6.5 billion in value added impacts, and over 137,000 direct jobs.¹ This economic impact is wholly dependent on New England and Mid Atlantic fisheries; to risk these fisheries and jobs with unknown and potentially dangerous impacts to the health of individual fish stocks due to the construction and operation of offshore wind facilities is unacceptable.
2. Proper consideration has not been given to the economic impacts to trawl vessels such as ours. BOEM has recognized that bottom trawl gear "may not be fully able to utilize the

¹ National Marine Fisheries Service. 2014. Fisheries Economics of the United States, 2012. U.S. Dept. Commerce, NOAA Tech. Memo. NMFS-F/SPO-137, 175p. Available at: <https://www.st.nmfs.noaa.gov/st5/publication/index.htm>

developed area” of a wind facility.² However, factually, no bottom trawls will be able to utilize the area while fishing. Trawl vessels do not tow in straight lines, through a wind tower grid. They require the ability to turn, follow depth contours, follow fish, avoid other vessels, avoid hangs which have the potential to destroy tens of thousands of dollars of gear, and take into account cross winds, cross tides, cross currents, etc., while towing a net at extensive distances of wire out behind the vessel. A high degree of maneuverability is key. Wind facility configurations prevent this, and therefore, all fishing capability inside the wind facility would be lost. BOEM’s approval of a wind facility will eliminate an entire user group in the area. Therefore, impacts on trawl gear should be considered separately and with greater weight than other kinds of fishing gear that could potentially be deployed in a wind array, and wind arrays should not be sited on current or historic trawl fishing grounds. In the event that wind facilities are sited in proximity to commercial trawl fishing areas, turbines should at the very minimum be sited significant distances apart, enough for current users to safely pass through with their trawl gear deployed, accounting for cross currents, oncoming vessels, and buffer zones between the vessel/gear and the turbines and their corresponding underwater structures, in the event that a trawl vessel requires passage through the area. The Energy Policy Act of 2005 requires the “protection of correlative rights in the outer Continental Shelf”, as well as “Consideration of...any other use of the sea or seabed, including use for a fishery”. Existing trawl fisheries in wind energy areas cannot be legally eliminated, and those adjacent to wind energy areas cannot be legally restricted without measures designed to protect current operations.

3. BOEM has not addressed the potential of radar interference with fishing vessel marine radar, as well as underwater sonar systems required for effective fishing operations. Official reports have raised this issue, but it has been left unresolved despite continuing BOEM activity. For example, results of a study prepared for the US Department of Energy show that: “...offshore wind farms do raise some new concerns for other stakeholders. These new concerns include marine navigation and communications, airborne radar, sonar and subsurface acoustical monitoring systems, and coastal HF radars....Marine navigation radars and ocean monitoring HF sensors may experience interference under certain proximity and operating conditions as the result of typical wind farm configurations. Pre-deployment investigation is warranted. Mitigation measures may be required.”³ Wind turbines create false marine radar targets, the number of which increase with the size of the wind facility, and interfere with safe navigation, particularly in inclement weather.⁴ Mitigation measures will be required in wind farms adjacent to or en route to fishing areas, as well as to

² BOEM Fact Sheet, “Socio-Economics of Fishing Related to Wind Energy Development: Applied Science for Informed Decisions on Ocean Energy”, October 2015.

³ Ling et al, The University of Texas at Austin, “Final Report DE-EE0005380: Assessment of Offshore Wind Farm Effects on Sea Surface, Subsurface and Airborne Electronic Systems”, prepared for the U.S Department of Energy, 9/30/2013. Available at: http://www.ioos.noaa.gov/hfradar/assessment_offshore_wt_effects.pdf.

⁴ Rugger et al, “Report on the Effect of Radar Performance of the Proposed Cape Wind Project”, submitted to the United States Coast Guard, USCG Order #HSCG24-08-F-16A248, December 16, 2008. Available at: <http://www.boem.gov/Renewable-Energy-Program/Studies/FEIS/Appendix-M---USCG-Report.aspx>.

accommodate any types of fishing activity capable of being performed in the wind farm. Again, any offshore energy development is required under the Energy Policy Act to be “carried out in a manner that provides for- (A) safety”. It is imperative that this issue be addressed prior to any further offshore wind development.

4. The economic information on which BOEM is relying to make siting decisions is seriously deficient and does not represent an accurate method to estimate commercial fishing activity. For example, a recent economic analysis of commercial fishing impacts with regards to the NY Call WEA was faulty by orders of magnitude. BOEM’s socioeconomic report obtained through the Northeast Fisheries Science Center indicated little or no fishing activity in the northwest portion of the WEA.⁵ However, the northwest portion of the WEA is one of the most productive and heavily fished summer loligo squid grounds on the East Coast. This was proven at BOEM stakeholder meetings through detailed input and documentation from the fishing community. To completely miss such a lucrative, vital and extremely active fishing ground in an economic analysis is unacceptable. Furthermore, the state of Rhode Island is the number one state on the East Coast relative to squid landings, with Rhode Island comprising 68% of all federal commercial coastwide squid landings.⁶ Yet no Rhode Island port was determined by BOEM to be significantly affected by the NY Call Area wind facility⁷, despite the fact that Point Judith, RI, would be the most severely affected port should that facility be installed. BOEM’s economic analysis states that annually, for the entire squid fleet, only an average of \$123,703 in squid revenue is generated from the NY Call Area,⁸ when in reality, it is millions of dollars annually. The methodology being utilized to comprise such faulty economic data needs to be revisited, and extensively vetted by stakeholders, prior to being accepted for official use.
5. The ecological information on which BOEM and state agencies are relying to make siting decisions is also inaccurate. For example, for assessing the ecological productivity of the NY Call Area, the NY Department of State completed a study in July 2013 which utilizes squid abundance data from the Northeast Fishery Science Center’s trawl survey.⁹ This survey cannot accurately sample the area for squid because its cruises are limited to early spring and mid fall,¹⁰ not when the squid seasonally appear in the area, which is typically in the months of June, July and August.¹¹ Therefore the squid are missed by the survey.

⁵ “Identifying Key Fishing Areas”, BOEM presentation, November 2015 Stakeholder Meetings, p. 2. Available at: <http://www.boem.gov/Identifying-Key-Fishing-Areas-NY-Call-Stillings/>.

⁶ Rhode Island Department of Environmental Management, “Analysis of Rhode Island Commercial Fishery Landings and Recreational Fishery Harvests as They Relate to Species Managed by the Mid-Atlantic Fishery Management Council for Calendar Year 2014”, December 1, 2015.

⁷ “Fishing Revenue Data” BOEM presentation, November 2015 Stakeholder Meetings, Table NY 1. Available at: <http://www.boem.gov/Fishing-Revenue-NY-Call-Area/>; see also n. 5 at p. 5.

⁸ BOEM, n. 5, p. 4.

⁹ New York Department of State, “Offshore Atlantic Ocean Study”, July 2013, p. 78. Funding and technical support provided by BOEM. Available at:

http://docs.dos.ny.gov/communitieswaterfronts/ocean_docs/NYSDOS_Offshore_Atlantic_Ocean_Study.pdf.

¹⁰ NEFSC Cruise Results. Available at: http://www.nefsc.noaa.gov/femad/ecosurvey/mainpage/fbts_cr.html.

¹¹ DOC/NOAA Fisheries/GARFO Analysis and Program Support, 2000-2014 Longfin (Loligo) Squid Landings Harvested in Statistical Area 612 from Vessel Trip Report Database.

Furthermore, due to the random selection of survey stations, samples within the Call Area are either sparse or nonexistent.¹² The area is not surveyed by the NEAMAP survey, which means that the NEFSC survey is the lone contributor to survey information. Prior to siting of the Call Area, intensive year round sampling for an extended period of time should have been conducted to determine the area's productivity for squid and other species. This should be a mandatory procedure prior to any siting or construction activity of a wind energy area or environmental analysis of that area.

6. BOEM literature states, "During operation, the offshore structures will likely serve as refuge and hard bottom substrate for fish and prey."¹³ However, this is a negative thing for some species. Not all species require or prefer structure. By introducing extensive amounts of hard substrate, sand and smooth bottom habitat will be destroyed and replaced, and the species compositions of the area will be radically changed. Structure will attract a host of new predators to the area, which prey on species native to unstructured habitat, and the ecosystem will become radically altered. The ecological ramifications of this action have not yet been analyzed, particularly with regards to commercially important species and commercial fisheries. Such analysis needs to be conducted as part of an environmental review.
7. Anecdotal evidence from the UK indicates that operational turbines cause scour and sedimentation over a significant area in and around wind facilities. Environmental analysis of this bottom habitat destruction must be carried out prior to leasing and construction. This is particularly the case as regards commercially harvested species which rely on bottom habitat for one or more stages of their life cycles and which may be suffocated by continual scour and sedimentation.
8. Environmental analysis also needs to be conducted on the potential impacts of wind and current pattern changes caused by operational turbines, which have also been an issue with non-domestic wind facilities, according to anecdotal evidence. Species such as mackerel rely on specific current and wind directions for spawning success. Without the correct wind/currents, spawning collapse occurs.¹⁴ The NY Call Area WEA, for example, has been sited on one of the most active historic sites of larval mackerel distributions, and no environmental analysis has been conducted on the potential impact of this siting on the mackerel population. Seafreeze is the East Coast's largest producer of sea-frozen mackerel, which makes lack of such analysis a serious concern.
9. BOEM should require the establishment of funds by all offshore lessees to compensate fishing operations for the loss or damage of gear caused by offshore wind facilities and their corresponding underwater structures.
10. Consultation with stakeholders and current ocean user groups such as the commercial fishing industry should begin prior to the identification of a potential wind energy facility

¹² NEFSC Cruise Results. Available at: http://www.nefsc.noaa.gov/femad/ecosurvey/mainpage/fbts_cr.html.

¹³ BOEM, n. 2.

¹⁴ Sette, Oscar, "Biology of the Atlantic Mackerel (*Scomber scombrus*) of North America: Part I: Early Life History, including the growth, drift and mortality of the egg and larval populations", from Fishery Bulletin of the Fish and Wildlife Service, Volume 50, 1943.

lease site. BOEM should amend its standard procedures to include this pre-consultation in order to minimize conflicts prior to the substantial time and investment required by the planning and leasing process.

August 5, 2016

100 Davisville Pier
North Kingstown, R.I. 02852 U.S.A.
Tel: (401)295-2585

**Comments on Proposed Sale Notice for Commercial Leasing for Wind Power on
the OCS Offshore NY**

We do not agree that BOEM has fulfilled its procedural and legal obligations by moving forward with this Proposed Sale Notice, particularly with regards to the OCS Lands Act, as amended by the Energy Policy Act of 2005, past precedence, and the recent findings of the US Court of Appeals. Therefore, the Proposed Sale Notice for Commercial Leasing for Wind Power on the OCS Offshore NY should be withdrawn until BOEM can comply with all of the appropriate requirements.

According to the Outer Continental Shelf Lands Act, the policy of the United States with regards to the leasing of OCS lands shall be that “the right to navigation and fishing therein shall not be affected”, and as amended by the Energy Policy Act, that all activities be “carried out in a manner that provides for....protection of correlative rights on the outer Continental Shelf....[and] consideration of ...any other use of the sea or seabed, including use for a fishery”. BOEM has not fulfilled these legal requirements. Despite detailed information provided by the squid fishing industry, BOEM has refused to remove from the lease area the squid fishing grounds in question, and protect the fishery’s correlative rights on the OCS. Development of the NY area for wind power would effectively remove the squid fishery’s right to fish in the area for all practical intents and purposes, due to the nature of operation of the vessels and gear. As BOEM has been provided this information, as well as information as to the intensity of fishing activity and importance of the area to the fishery, but has not taken any action to address or rectify the issue, moving forward with a lease at this stage is improper procedure.

As detailed in our comments on the BOEM EA for the NY Wind Area, BOEM has established past precedence of excluding documented fishing grounds from potential wind areas prior to lease. Since BOEM has no established internal procedure for assessing or dealing with identified conflicts, no conflict threshold beyond which a project will be denied, no internal mechanism or review process through which to fulfill the legal obligations detailed above, past precedence should be taken into account for consistent decision making. As it now stands, all BOEM decisions may be made in an arbitrary and capricious fashion by the Director, with no appeals process for current ocean users/businesses-particularly fisheries, which have been specifically identified by Congress for consideration. With regards to the NY area, BOEM has departed from its past practice of removal of fishing grounds from an identified wind energy area prior to lease and chosen to issue this Proposed Sale Notice which incorporates important fishing areas into the lease block. This is unacceptable.

Additionally, BOEM has an established Memorandum of Understanding with NOAA for collaboration on development and review of EAs and EISs pertaining to offshore wind (http://www.boem.gov/Environmental-Stewardship/Environmental-Studies/Partnerships/MOU_BOEMRE_NOAA_May2011.aspx). Due to the intensive use of the area as a fishery, NOAA has recommended a reevaluation of the lease area and elimination of areas of the WEA that pose the greatest conflict with the fishing industry prior to issuing a lease as part of their EA review (<https://www.regulations.gov/document?D=BOEM-2016-0038-0038>). As the EA and PSN were released for comment simultaneously, BOEM has not given itself adequate time to respond to these recommendations prior to proposing the lease contained in the PSN. BOEM should withdraw the Proposed Sale Notice until the lease area can be revised in keeping with NOAA's recommendations and the MOU.

On July 5, 2016, the US Court of Appeals for the District of Columbia Circuit held that BOEM had not complied with NEPA requirements with regards to another offshore wind project. The court's decision that BOEM had violated NEPA because the agency differentiated between NEPA review of the initial lease and review of the potential future project is also applicable in this case. As noted in our earlier comments on the EA, BOEM's statement that since its NEPA analysis for the NY wind area is limited to the 5 year site assessment timeline and not the potential future construction of a wind facility, socioeconomic and cumulative impacts to commercial fisheries would be "minor" is bogus and unrealistic. The predictable consequence of a lease is a future wind facility. A full EIS and consideration of the cumulative impacts to commercial fisheries is appropriate at this time, prior to the lease being issued. The judge in *Public Employees for Environmental Responsibility v Hopper*, No. 14-5301 stated:

"The Bureau distinguishes between the 'initial decision' to issue a lease and the consequences of that decision. But...NEPA does not allow agencies to slice and dice proposals in this way. Agencies must take a 'hard look' at the environmental effects of a major federal action 'and consequences of that action...(italics added). The impact statement must therefore look beyond the decision to offer a lease and consider the predictable consequences of that decision."

As BOEM's NEPA/EA analysis of the NY wind area only considered the impacts to fisheries for the site assessment, and not the consequences of that decision, i.e. a wind facility, they have similarly violated NEPA in this case. Therefore, BOEM must withdraw its Proposed Sale Notice until an appropriate NEPA review can be conducted.

The Proposed Sale Notice solicits comments on the merits of adopting power purchase agreement (PPA) term sheet with a potential power purchaser involving offshore wind energy generated from the proposed NY lease area "as a non-monetary credit for this auction". We do not believe such an agreement would be appropriate in this case, should the auction be held once BOEM has fulfilled its NEPA and other requirements, as New York's Chairman of Energy and Finance has personal investments in some of the potential bidders (see <http://www.newsday.com/long-island/ny-energy-czar-to-recuse-himself-from-li-wind-farm-meetings-1.12003841>). Furthermore, since the NY wind area was initiated by an unsolicited request from NYPA, the fact that NYPA, LIPA, and ConEd have all "worked together to propose an offshore wind power project south of Long Island" (<http://www.boem.gov/New-York/>), the fact that NYSERDA will be participating the auction for the lease

(<http://www.nyserda.ny.gov/About/Newsroom/2016-Announcements/2016-06-02-New-York-State-to-Participate-in-Offshore-Wind-Lease-Auction>), and the fact that the New York Chairman of Energy and Finance “oversees and manages” NYPA, LIPA and NYSERDA (<http://www.nyserda.ny.gov/About/Board-Governance/Board-Members/Richard-L-Kauffman>), a non-monetary credit in the form of a PPA would entail multiple conflicts of interest in this case.

Therefore, we do not support the issuance of a lease at this time, until all pre-lease requirements can be completed. We also do not support endorsement of any auction measure that could result in the state of New York exercising a conflict of interest to obtain control over the lease area and federal waters.

July 1, 2016

100 Davisville Pier
North Kingstown, R.I. 02852 U.S.A.
Tel: (401)295-2585

Comment on BOEM EA for NY Wind Area

Our concerns as a fishing industry are not being addressed at all by BOEM at this stage. Although the EA states that “BOEM identified the WEA through extensive collaboration and consultation with stakeholders” (page 1-8), this is not true of fishing industry stakeholders. We have protested this wind area siting from day one but been repeatedly dismissed, with assertions that BOEM will “continue to engage stakeholders” and “identify conflicts”. Fishing industry stakeholders have participated in public hearings, public comment periods, stakeholder conference calls, industry outreach meetings, Regional Fishery Management Council meetings, and NY Task Force meetings on the project. We have identified the many conflicts. However all of our concerns have been ignored and BOEM has not taken any action to protect our rights and fishing grounds, in accordance with federal law under the Energy Policy Act. This is also contrary to the agency’s own precedence, during which they amended the MA/RI wind energy area prior to lease, after receiving stakeholder data proving that part of the area in consideration was an important fishing ground. In the NY wind area, BOEM has done the complete opposite, and has proceeded to consider the whole area for lease despite even more detailed stakeholder information being submitted with regards to the NY area than the MA/RI area. On page 2-6 of the EA, “Exclusion of areas from leasing due to conflicts between commercial scale wind facility and fishing” is an “Alternative Considered but Not Analyzed in Detail”. This is not consistent with previous BOEM practices.

A NEPA analysis, as required by the EA, is restricted to a 5 year timeline, concurrent with “site assessment” purposes. This short timeline, which excludes actual wind farm construction, is the reason that BOEM has stated that socioeconomic and cumulative impacts to commercial fisheries would be “minor” and an Alternative to exclude fishing areas from the lease was rejected. Therefore, BOEM has not looked at a potential future wind farm as a “future reasonably foreseeable activity” or “impact producing factor” or “cumulative impact” at this time, with regards to impacts on commercial fisheries. We disagree with this assumption and dismissal of our concerns. In other sections of the EA, BOEM *has* considered construction of a potential wind farm as a future reasonably foreseeable activity and has considered future siting of wind turbines as a factor in selection of their preferred Alternative. In defense of its Proposed Action, Alternative A, “Leasing of the Whole Wind Energy Area Restricting Site Assessment Structure Placement Within 1 Nautical Mile of a TSS”, over Alternative B, “Leasing of the Whole Wind Energy Area Restricting Site Assessment Structure Placement Within 2 Nautical Miles of a TSS”, BOEM states on pages 2-3 and 2-4 that, “BOEM strives to *ensure that lessees have sufficient flexibility to microsite a project within their lease areas, especially given that data critical to siting decisions (e.g., results from geophysical and geotechnical surveys, environmental surveys, site specific*

resource assessment data, etc) will not be gathered until after lease issuance. That data collection and analysis could demonstrate that a restriction on the construction of permanent structures (e.g., meteorological towers, or future wind turbines) within 2 nm (3.7 km) of the TSS lanes is unnecessary, and/or mitigation measures can partially or wholly resolve conflicts.” And again on page 3-2, “Lessees would likely survey the whole WEA during the 5-year site assessment tern to collect required geophysical information for siting of....commercial facilities (wind turbines).”(Emphasis ours). Therefore, BOEM is considering future siting and construction of wind turbines as part of its EA. But only for certain parties- i.e., the lessees. This is discrimination. The fishing industry has everything to lose and the lessees everything to gain as a result of this lease. As a historic and current user of the area as a fishing ground, we have not been given the same consideration as potential lessees. This is illegal and discriminatory.

Since BOEM is considering the implications of future wind turbines for lessees, the EA should also be considering the same for affected entities such as the commercial fishing industry. This would include the cumulative environmental impacts as well as socioeconomic impacts resulting from a possible wind facility on the area. On page 4-131, BOEM identifies the MA lease areas, MA/RI lease areas, and NJ lease areas as being in the region of the NY lease area. At least preliminarily in this EA, BOEM should have analyzed the potential cumulative impacts of industrial construction on and destruction of the most productive benthic habitat type in the North and Mid Atlantic. Soft sediment, in particular loose fine bottom and loose coarse bottom, is the most productive marine habitat type in the North and Mid Atlantic (see attached article “The Importance of Benthic Habitats for Coastal Fisheries”), and the industrial construction of wind turbines will completely and permanently alter that habitat. It will in fact, destroy the habitat of important species like squid and scallops and replace it with habitat suited to predators of those species, significantly altering the ecosystem of the area. As a stakeholder entirely reliant on healthy stocks and a balanced ecosystem, we oppose an Environmental Assessment that does not investigate, at least in a preliminary manner, the cumulative environmental impacts of future construction. While we have requested studies on the effects of siltation, scour, and bottom disturbance from wind turbine foundations on the loligo squid resource, BOEM has continued to ignore these requests (see attached email in response to BOEM’s invitation for Environmental Studies). As wind farms in other parts of the world have disrupted species relying on sand bottom through alteration of their habitat (see for example the Scottish prawn fishery, <https://www.wind-watch.org/news/2011/02/25/west-cumbrian-fishermen-say-more-off-shore-wind-turbines-will-destroy-livelihoods/>), BOEM has a responsibility to US fishermen to analyze similar impacts to our managed species.

The EA states on page 4-34 that “benthic impacts from site characterization activities are expected to be minor” and that “Sub-bottom profilers, such as boomers, emit intense sound pulses, but the few available studies indicate that such pulses have minimal effects on marine invertebrates”. This statement ignores studies performed on squid, which detail lethal effects on squid from intense sound. These studies are discussed by the EA on pages 2-5 and 2-6, in which the document itself states the “identified sound sources that would be in the hearing range of squid are active sub-bottom profilers (i.e., boomers...)” and that “these activities are anticipated to occur primarily in the summer months”. The summer months are when the squid are in the area. We strongly disagree that boomers will have no

effect on the squid resource. The EA cites a “baseline” of current noise in the area, resulting from vessel traffic. The noise from vessel traffic is not intense sound pulses, which would be emanating from boomers. It is not reasonable for BOEM to conclude that there will be no impact to the squid resource or to the squid fishery. The EA compares fishing mortality to mortality due to boomer activities, stating that fishing activity does not appear to have resulted in squid spawning failure, and that since squid have the ability to swim away from sound there will be no impact. What the EA fails to analyze is the economic effects to the fishing industry itself if the squid experience mortality from boomers. Fishing mortality is not the same as boomer induced mortality. Fishing mortality generates economic activity for the squid fishery- i.e., the fishery harvests live squid and generates revenue. No revenue can be generated by squid which experience trauma or death due to boomers. The fishing industry would lose this economic resource. This is also true if the fishery is disrupted in the area due to the animals reacting to the sound. If the animals avoid the area due to the boomers, the fishery will suffer economically. Squid return to the same areas year after year, and if that pattern is disrupted, the fishery will also be disrupted and lose revenue. Activity such as that from boomers should therefore be disallowed in summer months.

The socioeconomic impacts will not be “minor” to the fishing industry if siting of wind turbines takes place in the lease area, in accordance with BOEM’s preferred Alternative A. Not only are BOEM’s squid fishery revenue estimates off by an order of magnitude, as detailed by our previous comments and submissions on the NY Call Area, but the economic multiplier effect of this proposed lease has also been ignored, for the state of Rhode Island or our businesses. BOEM has done no study on the cumulative effect of potential damage to the squid industry on individual vessels/corporations or on our state economy. As evidenced by the 2014 squid fishing VMS chart available at <http://portal.midatlanticocean.org/visualize/#x=-73.79&y=40.30&z=9&logo=true&controls=true&dls%5B%5D=false&dls%5B%5D=0.5&dls%5B%5D=287&basemap=Ocean&themes%5Bids%5D%5B%5D=16&themes%5Bids%5D%5B%5D=8&themes%5Bids%5D%5B%5D=4&tab=data&legends=false&layers=true>, the squid fishery takes place in defined spatial parameters. The NY wind project is sited on top of the most concentrated areas of fishing activity, which translates into one of the most concentrated areas of economic activity. Our business relies on a healthy resource, which needs its habitat protected from industrial construction, and access to that resource, which will be denied if the area is developed. The fact that this area is even being considered for siting is absolutely out of the question.

Between our vessels, our Davisville facility and our Point Judith facility alone, the economic multiplier is huge. We employ approximately 81 full time employees, 8-10 part time employees (in Rhode Island); support 23 trucking companies, 8 ocean freighting/port companies, 3 cross country railways; sell to 700 customers; support 5 packaging companies (including Rhode Island based companies) ; support 2 Rhode Island insurance companies covering cargo, cold storage, product, building insurance, personnel insurance, machinery insurance; 2 import/ export agents (freight forwarders and clearance agents); support 1 mailing company handing customer documents; support 1 company for engine repairs/parts; support 1 Rhode Island pallet company; support 6 cold storage units nationwide; sell to 15 countries; support 3 Rhode Island oil/fuel companies for oil and fuel for vessels, buildings and crane; support 3 propane companies (including 2 Rhode Island companies); support 2

Rhode Island shipyards; support 1 Rhode Island marine electronics company; support 2 Rhode Island trawl net/gear manufacturers; and support one Rhode Island engine company. These numbers do not include all the jobs/revenue created in the aforementioned companies through our business. Without counting wages to employees, trucking or shipping payments, cold storage payments, property/maintenance costs, total vessel maintenance, gear or engine costs, or other operating costs- all of which generate significant local business and economic growth- we generate over \$49.5 million in economic activity annually. This is permanent, year round economic activity, not sporadic activity associated with multiple stages of a project.

All of this economic activity has gone unassessed by the EA, or BOEM, or the NYDOS in this entire process. For the EA to conclude that impacts to commercial fisheries are minor is absurd and flies in the face of the facts. Moving forward in any way- with a meteorological buoy as a site assessment tool, with a site assessment or plan, with any action that even considers this area as appropriate for a wind facility- is illegal, an abuse of power, and an insult to the fishing industry and the state of Rhode Island.

In 2011, the Cornell Cooperative Extension Marine Program conducted an economic study on the importance of fisheries to RI (see <http://www.seafoodri.com/reports/pdfs/RI-Summary-Doc-2nd-print-s.pdf> , and study attached) . Their research determined that in 2010 alone, RI commercial fisheries generated a total of \$763.3 million in sales and \$239.9 million in income, when multiplied out into the state economy, with fishing industry related jobs totaling 8,995 (see page 66). For squid alone, the study determined that in 2010, the squid fishery generated over \$7.5 million in ex vessel value, \$18.7 million in sales, over \$12.5 million in income, and over 617 jobs for the Rhode Island economy (see page 63), with “substantial amounts of Loligo [squid] landed by non- RI vessels...shipped into Rhode Island seafood processors” (see page 31). (An estimated 44 million pounds of out of state fish, shellfish and squid valued at \$30 million were brought to RI for processing in 2010, much of which was squid, see page 36). At that time, squid was the second most lucrative state fishery, and RI landed squid comprised 54% of total coastwide landings. This percentage has increased, and according to a recent Rhode Island Department of Environmental Management analysis, the percentage of squid landed in Rhode Island is now 68% of the coastwide landings (see attached letter), with almost 25 million pounds of squid being landed in the state in 2014.

The fishing industry in RI also supported over 4,200 local restaurant jobs in 2010 (see Cornell study, page 66). Rhode Island’s hallmark seafood dish is calamari, which became the official state appetizer on June 27, 2014. “Rhode Island Calamari” appears on restaurant menus not only in Rhode Island but up and down the East Coast. It has become a major economic driver and identifiable state product that is at stake if wind leases take place on squid grounds.

The squid fishery has become more and more important to Rhode Island fisheries over time, as opportunities in other fisheries have become more limited, particularly in the groundfish fishery. The increase in Rhode Island landings from 54% of overall landing to 68% in overall landings in 5 years’ time clearly portrays Rhode Island’s reliance on squid. Trawl vessels and fishing companies cannot survive to participate in other fisheries if they lose squid revenue, as it comprises more and more of their annual

income. Loss of squid fishing opportunity would cause declined participation in other fisheries as well and attribute to an overall decline in Rhode Island state fisheries revenues. Therefore, if the New York wind area is developed and the squid fishery subsequently suffers, the overall impact to Rhode Island's fishing community and economy will be even greater than just that to the squid fishery. The EA should have conducted a study similar to the Cornell study to evaluate the true impact of the proposed development before moving forward. It is imperative that true economics be evaluated before any further action is taken by BOEM or potential lessees.

As part of a lease, there are no formal requirements by BOEM for a lessee to consult with the fishing industry as part of their data collection (see attached comments on ICR 1010-0176). As no socioeconomic studies have been done as part of the EA, and as the BOEM socioeconomic study that was supposed to come out in the spring of 2016 is now being delayed until after the comment period on both the EA and proposed sale notice for the NY wind area, the fishing industry will be disregarded until a later stage in the process. Once a lessee has invested significant amounts of money in site characterization, it is unlikely that they will willingly alter the size or shape of the area for fishing operations. Additionally, BOEM "may" conduct a future Environmental Impact Statement; it has no absolute requirement to do so. Therefore, if BOEM bases any socioeconomic impact analysis/decisions on the fatally flawed fishery information it is now using and determines that impacts to the fishing industry are still "minimal" at a later stage, with or without an EIS, fisheries will never be truly considered. At the Narragansett, Rhode Island public meeting on the EA, BOEM officials said that they are trying to learn from past experiences. By not acting on fishery considerations prior to lease, as was done in the MA/RI wind area, and also with the Block Island Wind Farm, which is mentioned on pages 4-132 and 4-133 of the EA, BOEM is putting the squid fishery at a significant disadvantage in the process. This is unacceptable.

It is imperative that all affected stakeholders are fully represented in the analysis at every stage of the process. Not some now, and others later, if at all. BOEM should also keep its decision making consistent with past practice and remove important fishing areas from the wind area prior to lease, to fulfill its legal obligations under the Energy Policy Act. Arbitrary decision making that ignores important past precedent and puts stakeholders at risk is insupportable.

Finally, BOEM's choice of Alternative A as its Proposed Action ignores the many safety issues with placing any permanent structure, including a wind facility, in the middle of extremely busy traffic lanes. BOEM, per the Energy Policy Act, also has a legal responsibility to conduct wind energy development in such a way that provides for safety. The Coast Guard in its September 2015 letter to BOEM (see <http://www.boem.gov/USCG-NY-Area-ID-recommendation/>), clearly states that it recommends placing all permanent structures at least 2 nautical miles from the outer edge of a TSS and 5 nautical miles from the entry/exit of the TSS, based on stakeholder input, lessons learned from other countries and its Marine Planning Guidelines. They state that "This should provide a safe distance for large vessels (greater than 300 meters in length) to maneuver in compliance with COLREGs, and to stop or anchor in emergency situations." While the Coast Guard did meet with industry stakeholders such as shipping and towing companies in January 2015 to discuss and develop recommendations related to the wind area, the fishing industry was again left out of the process. However, at that meeting, "The

prevailing concern was whether vessels would have sufficient sea room to transit and maneuver, especially in case of an emergency, equipment failure, or foul weather conditions requiring departure from the TSS." According to the COLREGs, Rule 10(e), "A vessel....shall not normally enter a separation zone or cross a separation line except: (i) in cases of emergency to avoid immediate danger; (ii) to engage in fishing within a separation zone". Fishing is specifically identified as a sanctioned activity in this area. Fishing vessels also have limited right of way in this area. While vessels following a traffic lane have right of way over vessels engaged in fishing (Rule 10(i)), and a few other exceptions exist such as overtaking (Rule 13) and as far as possible keeping out of vessels with restricted maneuverability (Rule 18 (c)), COLREGs Rule 18(a) states that a "power driven vessel underway shall keep out of the way of...(iii) a vessel engaged in fishing." This is due to the fact that fishing vessels engaged in trawl fishing have restricted maneuverability themselves, with considerable amounts of fishing gear-i.e., tow wire, trawl doors, ground wire, and net- in the water which they cannot just pick up and move quickly. In fact, it takes a vessel approximately a half hour to haul back this gear. Since in the TSS, a fishing vessel is allowed to fish and has limited right of way, other vessels need room to follow to COLREGs, as well as to avoid in case of emergency. If a fishing vessel loses power or hangs up their gear and is unable to move, or if they are in the process of hauling back, other vessels need the room to maneuver around them. Fishing vessels also need room to follow COLREGs, in the event that they need to move out of the way of a vessel which has right of way, or to avoid collision. As a trawl fishing vessel will be unable to maneuver its deployed gear in the configuration of a wind facility, fishing vessels will also require a larger buffer zone for safety reasons. Right now, the NY wind area itself is our safe zone, which BOEM is proposing to remove. We are deeply concerned with BOEM's choice to support Alternative A, which ignores the Coast Guard's safety recommendations in favor of possible wind turbine construction plans by lessees at a future date. According to the Coast Guard letter, Enclosure (1), BOEM's Proposed Action places vessels operating in the area in question at high risk. Even with possible undefined mitigation measures, 1 nautical mile is not enough of a buffer zone, especially considering the unique operations of fishing vessels which were not discussed or included by the Coast Guard letter. Safety concerns of the fishing industry have been ignored throughout this process in the same manner as all of our other concerns, and the lives of our captains and crew should be more valuable than a permanent structure placed in an unsafe location.

The Coast Guard also recommended a 5 nautical mile buffer zone from the entry/exit of the TSS, which has been rejected by all of BOEM's action alternatives. This safety measure was rejected from not only the Alternative A (Proposed Action), but from Alternative B as well, "given that independent staff analysis of automatic identification systems (AIS) data found that 90 percent of vessels traversing the TSS lanes position themselves toward the outer edges of the lanes". We submit that BOEM staff do not have the same expertise as the Coast Guard and were unqualified to make this judgement call. Ten percent of vessel traffic in a high traffic area is a considerable amount of traffic, and human life and safety should be top priority. Furthermore, the decision was based solely on AIS data. Only as of March 2016 were fishing vessels required to transmit using AIS. Therefore, fishing activity is not represented in AIS data. The requirement to use AIS is only effective inside of 12 miles, which also would not detail fishing activity in the entire area in the future. BOEM does have our vessel monitoring system data, which highlights intense activity in the area (see squid fishing activity at

<http://portal.midatlanticocean.org/visualize/#x=-72.84&y=40.08&z=7&logo=true&controls=true&dls%5B%5D=true&dls%5B%5D=1&dls%5B%5D=20&dls%5B%5D=true&dls%5B%5D=0.98&dls%5B%5D=59&dls%5B%5D=false&dls%5B%5D=0.5&dls%5B%5D=287&basemap=Open+Street+Map&themes%5Bids%5D%5B%5D=2&themes%5Bids%5D%5B%5D=4&themes%5Bids%5D%5B%5D=5&tab=data&legends=false&layers=true>). Our activity is also not a straight line transit, but a slow track back and forth for days at a time. Therefore, we can spend considerable amounts of time in the area in question, more so than a vessel simply transiting, all while being restricted in our ability to maneuver. According to NOAA Fisheries, up to 62 fishing vessels may be present in the area fishing in a given month, with up to 299 trips being taken in a month (See 2000-2014 Longfin Squid Landings Harvested in Statistical Area 612 from Vessel Trip Report Database, combined with the squid fishing activity VMS chart which clarifies that the fishing activity is in fact taking place in the wind energy area and immediate vicinity.) Many of these vessels are fishing there at the same time. Fishing vessels would be subjected to high risk of collision for a longer period of time and placed at even higher risk than the shipping traffic which was the focus of the Coast Guard letter. Furthermore, the risk of collision will be even higher when all the shipping/transit vessels and fishing vessels are forced into a smaller area together. One nautical mile of a buffer zone, as proposed by BOEM, is not enough.

BOEM has already received extensive public comment at fishery stakeholder meetings as to the nature of our vessel operations and navigational challenges, the nature of our gear, confidential vessel data, our need for safety zones, and the fishing industry's concentrated use of the area in question. BOEM staff apparently chose to ignore this input in the decision to override Coast Guard recommendations and choose a high risk option. The Coast Guard recommendation of 2 and 5 nautical mile buffer zones does not reduce the risk of collision to low; it merely reduces the risk level from high to medium. Therefore, BOEM is deliberately choosing a high risk option and putting human life in danger at sea.

Therefore, the only alternative that we can support is Alternative C- No Action.

Sincerely,

Meghan Lapp
Fisheries Liaison, Seafreeze Ltd.

United States Senate

WASHINGTON, DC 20510

September 21, 2016

Abigail Ross Hopper
Director
Bureau of Ocean Energy Management
1849 C Street, NW
Washington, D.C. 20240

Dear Director Hopper:

We write regarding the Bureau of Ocean Energy Management's (BOEM's) Proposed Sale Notice (PSN) and Environmental Assessment (EA) for the 81,130 acre New York Wind Energy Area (NY WEA) located approximately 11 miles south of Long Island.

For years, we have championed renewable energy development in state and federal waters off Rhode Island's coast. We have seen the process work well when there is meaningful engagement with stakeholders on the front end. With our encouragement and support, the nation's first offshore wind farm was recently constructed off the Ocean State. Through a collaborative engagement process that brought together stakeholders from the fishing, renewable energy, and management sectors, Rhode Island has been successful in leading the way for offshore wind to be developed off the U.S. coastlines.

We are excited about the potential for offshore wind in the various new call areas off the New York and New England coastlines and commend the progress. At the same time, we are concerned that the process for the NY WEA is ignoring the potential effects a lease sale will have on commercial fishing, particularly Rhode Island's fishing industry. The area now being considered for development is an important fishing ground for several stocks, including squid and scallops.

We understand that several vessel owners who fish in this area have submitted fishing and location data to BOEM to inform its decision-making. Yet, according to the Rhode Island Department of Environmental Management (RIDEM) and industry stakeholders, the data BOEM presented at a public meeting at the University of Rhode Island-Narragansett Bay Campus on June 23rd did not seem to incorporate any of this information. Further, it was not clear if BOEM has yet considered vessel monitoring system (VMS) data for the proposed area.

We have also heard from Rhode Islanders who are alarmed that the proximity of turbines in the NY WEA to major shipping lanes could significantly limit access and safe passage for commercial vessels that actively fish in the area and transit between New York and New Jersey.

As noted in comments submitted by NOAA Fisheries, the fishing effort in this area is significant and important to a number of states, including Rhode Island. For that reason, in its comments on BOEM's Environmental Assessment, Regional Administrator John Bullard writes:

“We recommend you take all possible steps to minimize impacts of any actions on the fishing industry, *including reevaluating the lease area* [emphasis added]. The fishing industry provided you with information on the area, including comments on the analysis of existing data as well as additional data to illustrate areas of greatest concern. We recommend you consider eliminating areas of the WEA that pose the greatest conflict with the fishing industry prior to issuing a lease. We maintain that by eliminating these areas upfront, conflicts with the fishing industry will be reduced. We also encourage you [to] work closely with the fishing industry throughout the process and ensure potential lessees are fully aware of conflict with [the] commercial fishing industry prior to moving forward with a planning for large scale development.”

The Regional Administrator also states that:

“Given the regional significance of this WEA, it is important that fishing industry outreach for any proposed development spans several surrounding states (New York, New Jersey, Rhode Island, and Massachusetts), and includes both the New York and Mid-Atlantic Fishery Management Councils.”

We agree. Moving forward, we ask that BOEM engage with Rhode Island stakeholders and officials and follow the collaborative planning model it used for the siting of the Area of Mutual Interest (AMI) off the coast of Rhode Island and Massachusetts. BOEM was a supportive partner in developing the AMI proposal, as well as the Block Island wind farm and other potential development areas along the Atlantic seaboard. Throughout those processes, BOEM was receptive to concerns from fishermen, state agencies, residents, and other stakeholders. As a result, the projects moved forward successfully.

We appreciate BOEM’s leadership in driving development of offshore wind energy and its history of diligent consideration of all data in developing its siting decisions. As such, we hope BOEM will once again solicit and take seriously the socioeconomic and safety concerns expressed by Rhode Island fishermen, agency experts, and others on both the Environmental Assessment and Proposed Sale Notice.

Thank you for your attention to this request. We look forward to your reply.

Sincerely,



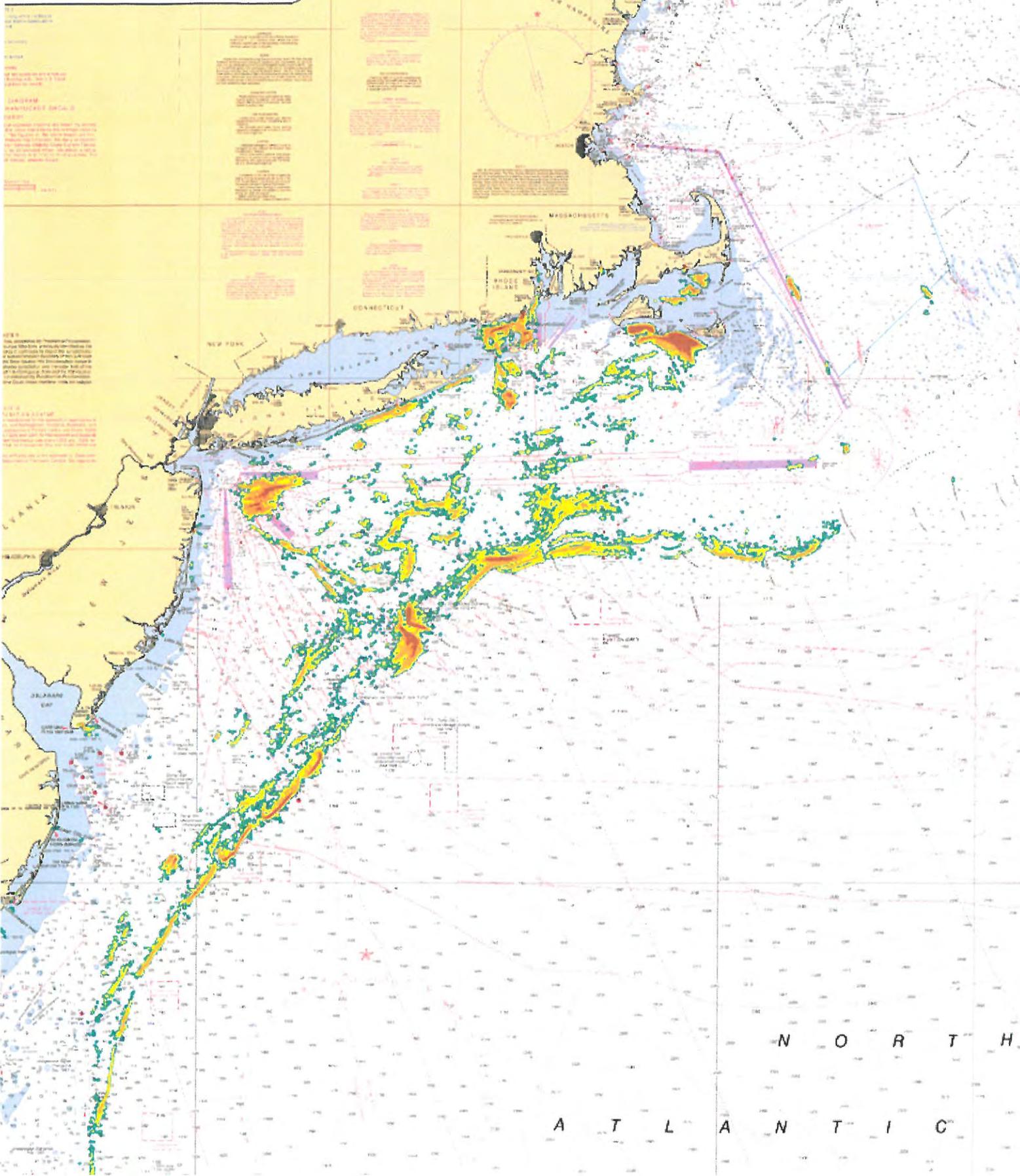
Jack Reed
United States Senator



Sheldon Whitehouse
United States Senator

- Med-Hi (0 - 1)
- High (1 - 2)
- Very High (> 2)

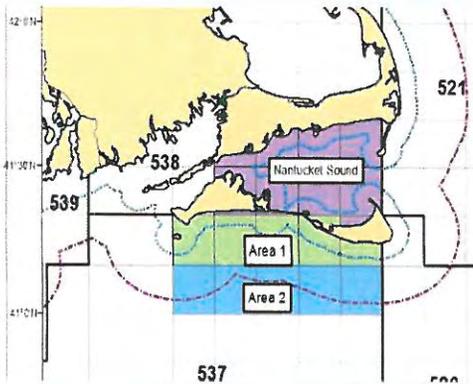
Map shows fishing density from Vessel Monitoring System's (VMS) classified land downstems with across applicable fishery management areas in 2015-05-07 for the Northeast Regional Ocean Council (NRCC).



3. Marine sanctuary proposals on squid grounds



4. Squid fishing closures by the Mid Atlantic Fishery Management Council



Please help us stop the squid fishery's biggest threat: Ocean Closures!

Support RI's squid fishermen by calling your Senators, Congressional Representatives, State Representatives, and the Mid Atlantic Fishery Management Council to make sure new closures don't happen- so that squid fishing, calamari and the Calamari Festival continue in RI for years to come!

Brought to you by

Seafreeze Ltd. 



"The Only Thing We Treat Our Fish with Is Respect"™

Support Rhode Island's



#1 Fishery!

Facts:

Squid is RI's largest fishery.

RI lands more squid than any other state on the US East Coast. In 2014, RI landed 68% of all East Coast landings at 24.9 million lbs.

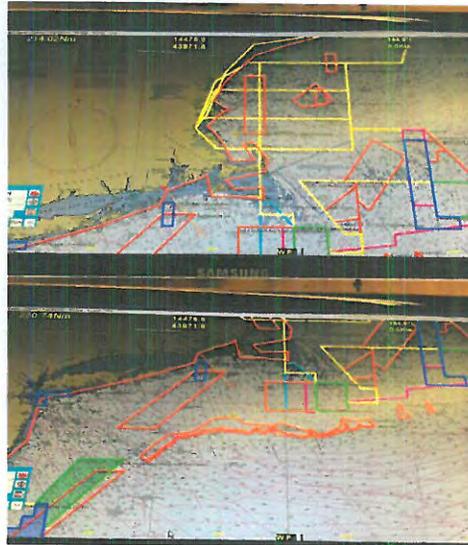
At an average of \$1.00 per pound, this is nearly \$25 million of ex-vessel revenue generated in RI.

This results in over \$44 million in sales, \$18 million in income, and 835 jobs in RI. (Economic Multiplier Effects per Dollar of Ex-Vessel Revenue Landed in RI, Cornell University, 2011).

In 2014, calamari became RI's official state appetizer.

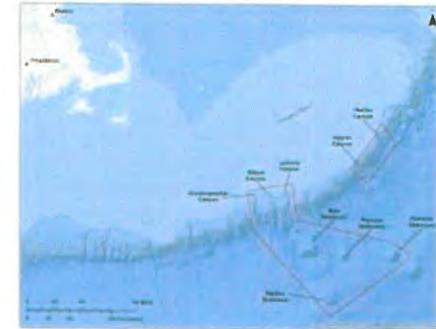


Commercial fishermen currently abide by many regulatory closures and restricted areas:

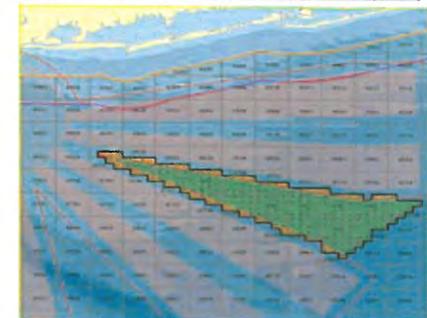
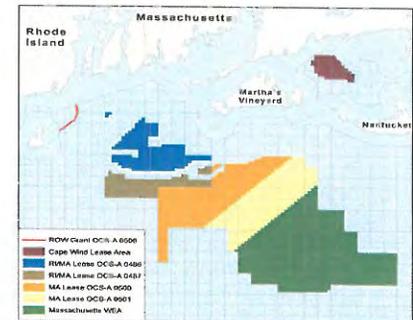


Now the squid fishery is facing threats of new closures from many sources, including:

1. Marine Monuments on squid grounds



2. Wind farms on squid grounds



**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 8

Amend No. _____

Date Prepared: November 28, 2016
Council Meeting Date: December 5, 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 ADOPTS 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.

The first reading was held on November 21, 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.
-

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;
-

- (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: 9

Amend No. _____

Date Prepared: November 28, 2016
Council Meeting Date: December 5, 2016

TO: Honorable Town Council

FROM: Patrick W. Murray, Council Member

SUBJECT: Financial and Process Controls for major capital projects

RECOMMENDATION:

That the Town Council discusses the Finance Committee's request to have a financial and process controls review of all proposed major capital projects, the costs of which are expected to exceed \$1 million, and related bond issues, prior to Town Council approval.

SUMMARY:

The Committee is concerned that the last two major capital projects and related bond issuances (police renovations and athletic complex) lacked a satisfactory level of fiscal and process controls during the early stages of the proposals and subsequent to bond issuance.

See attached recommendation from the Finance Committee.

ATTACHMENT:

1. Finance Committee Recommendation

Proposed Letter to the Town Council Re: Committee Review of Proposed Major Capital Projects and Related Bond Issuances

Recommendation:

The Town of Narragansett Citizens Finance Committee (Committee) recommends that the Committee have as its charge a financial and process controls review of all proposed major capital projects, the costs of which are expected to exceed \$1 million, and related bond issues, prior to Town Council approval.

Background:

The Committee is concerned that the last two major capital projects and related bond issuances (police renovations and athletic complex) lacked a satisfactory level of fiscal and process controls during the early stages of the proposals and subsequent to bond issuance. For example, the renovations on the jail were estimated at \$1.88 million; the bond was voted at \$2 million; the original estimated cost was \$1.27 million. As for the athletic complex, the original estimate was \$3.4 million, which subsequent to bond issuance was increased. Ultimately, it took substantial Town involvement with the School committee to ensure that the costs be in line with the original amount. Additionally, part of the additional cost was funded by using the education budget “surplus”, and it is not clear whether a formal analysis was performed aimed at determining whether that surplus would be needed for future operations and what, if any, impact it would have on the Town’s future funding of the school’s annual budget.

Sound fiscal policy requires that all major capital projects and related proposed bond issuances, if any, have proper financial and process controls in place prior to approval. The Committee’s review of such controls would not be a substitute for Town Council review or approval of a major capital project or related bonds. In fact, the Committee’s independent review would be, in and of itself, a sound process control, and assist the Town Council in its fiduciary responsibility. Such a policy of controls also will assure any new council members, not involved in the original project approval, that a sound process had been followed.

The Committee strongly urges the Town Council to consider and approve this proposal as soon as practical. Given the discussions taking place regarding the possibility of a proposed new library - which already includes taking the first steps for requesting from the General Assembly an authorization to hold a referendum for bonds to fund such a project - the Committee believes its recommendation should be in place before discussions on a proposed library go any further.

If the Town Council does not approve the Committee's proposal, then we suggest that there be a minimum of two individuals from the Finance Committee appointed to any committee that has oversight of a proposed major capital project.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 10

Amend No. _____

Date Prepared: November 28, 2016
Council Meeting Date: December 5, 2016

TO: Honorable Town Council
FROM: Jill A. Lawler, Council Member
SUBJECT: Economic Development Committee

RECOMMENDATION:

That the Town Council dissolves the Economic Development Committee.

SUMMARY:

A Council Agenda item submitted by Councilwoman Hagopian on 5/20/13 read “A motion to dissolve the Town’s Economic Development Committee (Agenda item attached). The motion described the EDC losing sight of it’s mission and recent resignations, which includes the former Director of the Chamber of Commerce. As the council looks to potentially merge Committees/Commissions we must also look to dissolve those that are not in the best interest of the town.

Today’s EDC consists of passionate individuals who are advocating for existing businesses in the town. This is the fatal flaw of the committee. Economic development is in the interest of the town – and if we are trying to develop a comprehensive strategy, existing businesses may or may not be prioritized for future growth. Just like a company that has a mature product line – Narragansett needs to find new products to grow. Advocating for local businesses is indeed a valid and noble cause. That function belongs in the Chamber of Commerce – not the EDC.

Due to our location and the nature of our town, tourism and seasonal rentals dominate the town’s economy. The town is truly shaped by these forces. We wouldn’t have the busiest Cumberland Farms, or a large Stop & Shop without the streams of tourists and students that come every year. This is not a comment on if this is a good or bad thing, it is simply the result of market forces. It also leaves the town vulnerable. All the tourism and temporary college rentals drive a retail economy – and right now, we may be seeing the limits of that. Even in a large college/tourist town, there are only so many of these businesses you can support – you reach a saturation point. Like any good portfolio, we need to diversify for growth.

According to the Town’s Comprehensive Plan, Economic Development defined as:

“Economic development is the long-term process of improving the quality of life of residents with goals of creating more jobs and better paying jobs, growing property and sales tax base, reducing poverty, having a more diversified and stable economy, and improving public services. It requires engagement from the community, including

government, organizations, institutions, and businesses. Long-term efforts develop local talent, retain jobs, and foster an environment that supports job creation, local businesses, and entrepreneurs. Critical are maintaining affordable housing, a supportive community, and public services such as education and training opportunities, and even recreation and cultural possibilities. Economic development should be sustained over time and ought to provide young people with an opportunity to stay and work in the community or to return from college and find a good job.”

Only the town council can execute and have the holistic view that is required. There needs to be a central strategy, and the council needs to own and be accountable to that strategy. The Town Council needs to take ownership and be held accountable for Narragansett’s Economic Development.

ATTACHMENTS:

1. Agenda Item 05-20-13
2. Letter from Deborah Kelso
3. Previous EDC members

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: _____
Amend No. _____**

Date Prepared: May 10, 2013
Council Meeting Date: May 20, 2013

TO: Honorable Town Council
FROM: Glenna Hagopian, Councilwoman
SUBJECT: A Motion to Dissolve the Town's Economic Development Committee.

RECOMMENDATION:

I recommend that the Town Council dismantle the town's Economic Development Committee (EDC) due to recent events.

SUMMARY:

In the past few years, we have often heard about the need to streamline our Committees, Boards and Commissions. Most of our committees provide the council with useful advice and recommendations, as well as provide forums in which issues can be discussed in greater detail than they could be at Town Council meetings. The EDC has provided a different and less effective forum during the years I have served on the council.

The EDC has lost sight of its mission. The recent resignation by one of its members illustrates this fact and was cited by that former member in her resignation letter. Recent press/media coverage of the EDC's deliberations further illustrates this fact. The EDC is not focusing on economic development and the ideas that have come out of the committee have been rejected by the council during the budget sessions and the most recent council meeting. Dissolving the EDC at this moment would give its members a chance to reassess the need for an EDC and give everyone in town an opportunity to take a step back and determine whether town government should be playing such a significant role in "managing" (and sometimes interfering with) the private sector.

Of course, if the council dissolves the EDC, we will thank the committee members for their efforts and assure them that we are committed to making the town economically stronger. At this juncture, it simply appears that the EDC is not a vehicle for achieving that goal.

TOWN CLERK USE ONLY:

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

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



Narragansett Chamber of Commerce
PO Box 742
Narragansett RI 02882
401-783-7121

Chris Laccinole
Town of Narragansett EDC Chair
25 Fifth Ave
Narragansett RI 02882

2013 APR -1 PM 1:46

March 27, 2013

Dear Chris,

Please accept my resignation from the Town of Narragansett's Economic Development Committee effective immediately.

The following is our mission statement as dictated by the Town Council:

The Narragansett Economic Development Committee provides recommendations on direction and support of economic development activities for the Town which creates a healthy, business-friendly environment of benefit to the Town and its residents. The Committee encourages the expansion of existing businesses, identifies ordinances and policies that hinder economic development, promotes the advantages of locating businesses in the Town, and consistently surveys opportunities for business expansion and development within the Town.

The EDC has lost sight of the mission.

The Chamber of Commerce's advocacy for its members, and the business community as a whole, will be better served through the Chamber's direct conversations with Town of Narragansett elected officials, department heads and managers. My organization will continue to work toward the goals outlined in the 2011 Economic Development Plan to further the mutual interests of all taxpayers - both residential and commercial.

Regards,

Deborah Kelso
Executive Director
Narragansett Chamber of Commerce

cc: Anne Irons Town Clerk

EDC Members since 2012 who either resigned or wished not be re-appointed

Jill Lawler

Eileen Walsh

Joyce Perschy

Peg Fradette

Deb Kelso

Harry Schofield

Vincent Flynn

Carol Stuart

Diane Mann

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: _____ 11 _____
Amend No. _____**

Date Prepared: November 28, 2016
Council Meeting Date: December 5, 2016

TO: James M. Manni, Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Award of bid – Clothing Cleaning Services for the Police and Fire Departments

RECOMMENDATION:

That the Town Council awards the bid for Clothing Cleaning Services for the Police and Fire Departments to the lowest bidder, East Winds Dry Cleaners, at their quoted prices, for a three-year period, ending December 2019.

SUMMARY:

This service is for cleaning of the Police and Fire uniform items. The service includes pick up of the clothing and accessories (like blankets) from two locations, twice per week. The contract period is:

Year 1: December 12, 2016 – November 30, 2017;

Year 2: December 1, 2017 – November 30, 2018;

Year 3: December 1, 2018 – November 30, 2019.

Request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Six vendors were solicited and three responded. The attached spreadsheet lists the results from the solicitation. The two lowest bidders had similar pricing over the three-year period, so a one-month usage analysis was completed in order to determine the lowest bid. East Winds Dry Cleaners has the lowest prices based on usage from both departments.

Funding is available in the operating account 50214, "Uniform Cleaning" for Police Administration, Animal Control, and Fire Administration.

ATTACHMENTS:

1. November 10, 2016 solicitation spreadsheet for bid opening
2. Monthly usage analysis for August for the Police and Fire departments (2 pages).

Town of Narragansett, RI
Clothing Cleaning Services - B17005
Fire/Police Departments

Bid Opening: Thursday, November 10, 2016 at 11:00 AM

Item	Vendor 1 - Unit Cost			Vendor 2 - Unit Cost		
	East Winds Dry Cleaners			Kingston Cleaners, Inc.		
	2016/2017	2017/2018	2018/2019	2016/2017	2017/2018	2018/2019
Trouser/dress pant	\$3.05	\$3.05	\$3.05	\$4.98	\$5.08	\$5.17
Long sleeved shirt	\$2.30	\$2.30	\$2.30	\$2.30	\$2.35	\$2.38
Short sleeved shirt	\$2.15	\$2.30	\$2.30	\$2.30	\$2.35	\$2.38
Neck tie	\$2.05	\$2.05	\$2.05	\$2.00	\$2.04	\$2.24
Sweater	\$2.55	\$2.55	\$2.55	\$3.40	\$3.47	\$3.52
Jacket with liners	\$6.00	\$6.00	\$6.00	\$5.50	\$5.61	\$5.72
Dress uniform jacket	\$4.05	\$4.05	\$4.05	\$4.00	\$4.08	\$4.16
L/s Turtleneck shirt	\$1.84	\$1.84	\$1.84	\$3.00	\$3.06	\$3.12
Lab coat	\$3.00	\$3.00	\$3.00	\$5.50	\$5.61	\$5.72
Skirt	\$2.20	\$2.20	\$2.20	\$3.50	\$3.57	\$3.64
Suit	\$7.00	\$7.00	\$7.00	\$11.00	\$11.22	\$11.44
Sport coat	\$4.05	\$4.05	\$4.05	\$4.00	\$4.08	\$4.16
Blanket	\$3.00	\$3.00	\$3.00	\$8.00	\$8.16	\$8.32
Sweatshirt	\$2.50	\$2.50	\$2.50	\$3.40	\$3.46	\$3.53
Duty hat	\$1.00	\$1.00	\$1.00	\$1.50	\$1.50	\$1.50
Pullover/Polo shirt	\$2.30	\$2.30	\$2.30	\$3.00	\$3.06	\$3.12
Turn out gear	\$7.00	\$7.00	\$7.00	\$12.50	\$12.50	\$12.50
TOTAL-for comparison	\$56.04	\$56.19	\$56.19	\$79.88	\$81.20	\$82.62
Total - all 3 fiscal yrs	\$168.42			\$243.70		

B17005/SG

Town of Narragansett, RI
 Clothing Cleaning Services - B17005
 Fire/Police Departments

Bid Opening: Thursday, November 10, 2016 at 11:00 AM

Item	Vendor 3 - Unit Cost		
	Hudson's Dry Cleaners & Laundromat, Inc.		
	2016/2017	2017/2018	2018/2019
Trouser/dress pant	\$2.44	\$2.70	\$3.07
Long sleeved shirt	\$1.49	\$2.14	\$2.43
Short sleeved shirt	\$1.35	\$1.65	\$1.95
Neck tie	\$1.00	\$1.30	\$1.49
Sweater	\$2.74	\$3.17	\$3.49
Jacket with liners	\$7.75	\$8.60	\$8.90
Dress uniform jacket	\$3.24	\$3.72	\$3.90
L/s Turtleneck shirt	\$1.90	\$2.30	\$2.59
Lab coat	\$2.03	\$2.33	\$2.50
Skirt	\$1.99	\$2.18	\$2.48
Suit	\$4.99	\$5.60	\$5.99
Sport coat	\$3.40	\$3.90	\$4.20
Blanket	\$4.80	\$5.60	\$6.10
Sweatshirt	\$2.74	\$3.17	\$3.49
Duty hat	\$1.10	\$1.40	\$1.60
Pullover/Polo shirt	\$2.76	\$3.15	\$3.59
Turn out gear	\$3.25	\$4.30	\$5.09
TOTAL-for comparison	\$48.97	\$57.21	\$62.86
Total - all 3 fiscal yrs	\$169.04		

August monthly usage for: Police

Date	Item	Quantity	Current \$	Current Total	2016/2017	2016/2017	2017/2018	2017/2018	2018/2019	2018/2019	2016/2017	2016/2017	2017/2018	2017/2018
					Hudson's Proposed \$	Hudson's Prop Total	Hudson's Proposed \$	Hudson's Prop Total	Hudson's Proposed \$	Hudson's Prop Total	East Winds Proposed \$	East Winds Prop Total	East Winds Proposed \$	East Winds Prop Total
8/2/2016	Pants	11	\$2.89	\$31.79	\$2.44	\$26.84	\$2.70	\$29.70	\$3.07	\$33.77	\$3.05	\$33.55	\$3.05	\$33.05
8/2/2016	Shirts	7	\$2.53	\$17.71	\$1.49	\$10.43	\$2.14	\$14.98	\$2.43	\$17.01	\$2.30	\$16.10	\$2.30	\$16.10
8/2/2016	Pullovers	5	\$3.38	\$16.90	\$2.76	\$13.80	\$3.15	\$15.75	\$3.59	\$17.95	\$2.30	\$11.50	\$2.30	\$11.50
8/2/2016	Ties	3	\$1.90	\$5.70	\$1.00	\$3.00	\$1.30	\$3.90	\$1.49	\$4.47	\$2.05	\$6.15	\$2.05	\$6.15
8/5/2016	Pants	5	\$2.89	\$14.45	\$2.44	\$12.20	\$2.70	\$13.50	\$3.07	\$15.35	\$3.05	\$15.25	\$3.05	\$15.25
8/5/2016	Shirts	3	\$2.53	\$7.59	\$1.49	\$4.47	\$2.14	\$6.42	\$2.43	\$7.29	\$2.30	\$6.90	\$2.30	\$6.90
8/5/2016	Pullovers	3	\$3.38	\$10.14	\$2.76	\$8.28	\$3.15	\$9.45	\$3.59	\$10.77	\$2.30	\$6.90	\$2.30	\$6.90
8/5/2016	Blanket	1	\$5.44	\$5.44	\$4.80	\$4.80	\$5.60	\$5.60	\$6.10	\$6.10	\$3.00	\$3.00	\$3.00	\$3.00
8/12/2016	Jacket/outerwear	1	\$8.00	\$8.00	\$7.75	\$7.75	\$8.60	\$8.60	\$8.90	\$8.90	\$6.00	\$6.00	\$6.00	\$6.00
8/12/2016	Pants	6	\$2.89	\$17.34	\$2.44	\$14.64	\$2.70	\$16.20	\$3.07	\$18.42	\$3.05	\$18.30	\$3.05	\$18.30
8/12/2016	Shirts	2	\$2.53	\$5.06	\$1.49	\$2.98	\$2.14	\$4.28	\$2.43	\$4.86	\$2.30	\$4.60	\$2.30	\$4.60
8/12/2016	Pullovers	7	\$3.38	\$23.66	\$2.76	\$19.32	\$3.15	\$22.05	\$3.59	\$25.13	\$2.30	\$16.10	\$2.30	\$16.10
8/16/2016	Pants	3	\$2.89	\$8.67	\$2.44	\$7.32	\$2.70	\$8.10	\$3.07	\$9.21	\$3.05	\$9.15	\$3.05	\$9.15
8/16/2016	Shirts	2	\$2.53	\$5.06	\$1.49	\$2.98	\$2.14	\$4.28	\$2.43	\$4.86	\$2.30	\$4.60	\$2.30	\$4.60
8/16/2016	Pullovers	6	\$3.38	\$20.28	\$2.76	\$16.56	\$3.15	\$18.90	\$3.59	\$21.54	\$2.30	\$13.80	\$2.30	\$13.80
8/16/2016	Ties	1	\$1.90	\$1.90	\$1.00	\$1.00	\$1.30	\$1.30	\$1.49	\$1.49	\$2.05	\$2.05	\$2.05	\$2.05
8/16/2016	Blanket	3	\$5.44	\$16.32	\$4.80	\$14.40	\$5.60	\$16.80	\$6.10	\$18.30	\$3.00	\$9.00	\$3.00	\$9.00
8/19/2016	Pants	7	\$2.89	\$20.23	\$2.44	\$17.08	\$2.70	\$18.90	\$3.07	\$21.49	\$3.05	\$21.35	\$3.05	\$21.35
8/19/2016	Shirts	5	\$2.53	\$12.65	\$1.49	\$7.45	\$2.14	\$10.70	\$2.43	\$12.15	\$2.30	\$11.50	\$2.30	\$11.50
8/19/2016	Pullovers	7	\$3.38	\$23.66	\$2.76	\$19.32	\$3.15	\$22.05	\$3.59	\$25.13	\$2.30	\$16.10	\$2.30	\$16.10
8/19/2016	Ties	1	\$1.90	\$1.90	\$1.00	\$1.00	\$1.30	\$1.30	\$1.49	\$1.49	\$2.05	\$2.05	\$2.05	\$2.05
8/23/2016	Pants	3	\$2.89	\$8.67	\$2.44	\$7.32	\$2.70	\$8.10	\$3.07	\$9.21	\$3.05	\$9.15	\$3.05	\$9.15
8/23/2016	Pullovers	2	\$3.38	\$6.76	\$2.76	\$5.52	\$3.15	\$6.30	\$3.59	\$7.18	\$2.30	\$4.60	\$2.30	\$4.60
8/23/2016	Blanket	2	\$5.44	\$10.88	\$4.80	\$9.60	\$5.60	\$11.20	\$6.10	\$12.20	\$3.00	\$6.00	\$3.00	\$6.00
8/26/2016	Pants	1	\$2.89	\$2.89	\$2.44	\$2.44	\$2.70	\$2.70	\$3.07	\$3.07	\$3.05	\$3.05	\$3.05	\$3.05
8/26/2016	Shirts	2	\$2.53	\$5.06	\$1.49	\$2.98	\$2.14	\$4.28	\$2.43	\$4.86	\$2.30	\$4.60	\$2.30	\$4.60
8/30/2016	Pants	15	\$2.89	\$43.35	\$2.44	\$36.60	\$2.70	\$40.50	\$3.07	\$46.05	\$3.05	\$45.75	\$3.05	\$45.75
8/30/2016	Shirts	5	\$2.53	\$12.65	\$1.49	\$7.45	\$2.14	\$10.70	\$2.43	\$12.15	\$2.30	\$11.50	\$2.30	\$11.50
8/30/2016	Pullovers	9	\$3.38	\$30.42	\$2.76	\$24.84	\$3.15	\$28.35	\$3.59	\$32.31	\$2.30	\$20.70	\$2.30	\$20.70
8/30/2016	Ties	1	\$1.90	\$1.90	\$1.00	\$1.00	\$1.30	\$1.30	\$1.49	\$1.49	\$2.05	\$2.05	\$2.05	\$2.05
8/30/2016	Blanket	3	\$5.44	\$16.32	\$4.80	\$14.40	\$5.60	\$16.80	\$6.10	\$18.30	\$3.00	\$9.00	\$3.00	\$9.00
Monthly total				\$413.35		\$327.77		\$382.99		\$432.50		\$350.35		\$350.35
Three-Year Total (One month)										\$1,143.26				

August monthly usage for: Fire

Date	Item	Quantity	Current \$	Current Total	2016/2017	2016/2017	2017/2018	2017/2018	2018/2019	2018/2019	2016/2017	2016/2017	2017/2018	2017/2018	2018/2019	
					Hudson's	Hudson's	East Winds	East Winds								
					Proposed \$	Prop Total										
8/2/2016	Pants	32	\$2.89	\$92.48	\$2.44	\$78.08	\$2.70	\$86.40	\$3.07	\$98.24	\$3.05	\$97.60	\$3.05	\$97.60	\$3.05	\$97.60
8/2/2016	Pullovers	22	\$3.38	\$74.36	\$2.76	\$60.72	\$3.15	\$69.30	\$3.59	\$78.98	\$2.30	\$50.60	\$2.30	\$50.60	\$2.30	\$50.60
8/2/2016	Sweaters	3	\$3.18	\$9.54	\$2.74	\$8.22	\$3.17	\$9.51	\$3.49	\$10.47	\$2.55	\$7.65	\$2.55	\$7.65	\$2.55	\$7.65
8/5/2016	Pants	22	\$2.89	\$63.58	\$2.44	\$53.68	\$2.70	\$59.40	\$3.07	\$67.54	\$3.05	\$67.10	\$3.05	\$67.10	\$3.05	\$67.10
8/5/2016	Pullovers	21	\$3.38	\$70.98	\$2.76	\$57.96	\$3.15	\$66.15	\$3.59	\$75.39	\$2.30	\$48.30	\$2.30	\$48.30	\$2.30	\$48.30
8/5/2016	Sweaters	1	\$3.18	\$3.18	\$2.74	\$2.74	\$3.17	\$3.17	\$3.49	\$3.49	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55
8/12/2016	Pants	16	\$2.89	\$46.24	\$2.44	\$39.04	\$2.70	\$43.20	\$3.07	\$49.12	\$3.05	\$48.80	\$3.05	\$48.80	\$3.05	\$48.80
8/12/2016	Pullovers	14	\$3.38	\$47.32	\$2.76	\$38.64	\$3.15	\$44.10	\$3.59	\$50.26	\$2.30	\$32.20	\$2.30	\$32.20	\$2.30	\$32.20
8/16/2016	Pants	26	\$2.89	\$75.14	\$2.44	\$63.44	\$2.70	\$70.20	\$3.07	\$79.82	\$3.05	\$79.30	\$3.05	\$79.30	\$3.05	\$79.30
8/16/2016	Pullovers	27	\$3.38	\$91.26	\$2.76	\$74.52	\$3.15	\$85.05	\$3.59	\$96.93	\$2.30	\$62.10	\$2.30	\$62.10	\$2.30	\$62.10
8/19/2016	Pants	15	\$2.89	\$43.35	\$2.44	\$36.60	\$2.70	\$40.50	\$3.07	\$46.05	\$3.05	\$45.75	\$3.05	\$45.75	\$3.05	\$45.75
8/19/2016	Pullovers	17	\$3.38	\$57.46	\$2.76	\$46.92	\$3.15	\$53.55	\$3.59	\$61.03	\$2.30	\$39.10	\$2.30	\$39.10	\$2.30	\$39.10
8/23/2016	Pants	30	\$2.89	\$86.70	\$2.44	\$73.20	\$2.70	\$81.00	\$3.07	\$92.10	\$3.05	\$91.50	\$3.05	\$91.50	\$3.05	\$91.50
8/23/2016	Pullovers	28	\$3.38	\$94.64	\$2.76	\$77.28	\$3.15	\$88.20	\$3.59	\$100.52	\$2.30	\$64.40	\$2.30	\$64.40	\$2.30	\$64.40
8/26/2016	Pants	6	\$2.89	\$17.34	\$2.44	\$14.64	\$2.70	\$16.20	\$3.07	\$18.42	\$3.05	\$18.30	\$3.05	\$18.30	\$3.05	\$18.30
8/26/2016	Pullovers	4	\$3.38	\$13.52	\$2.76	\$11.04	\$3.15	\$12.60	\$3.59	\$14.36	\$2.30	\$9.20	\$2.30	\$9.20	\$2.30	\$9.20
8/30/2016	Pants	27	\$2.89	\$78.03	\$2.44	\$65.88	\$2.70	\$72.90	\$3.07	\$82.89	\$3.05	\$82.35	\$3.05	\$82.35	\$3.05	\$82.35
8/30/2016	Pullovers	32	\$3.38	\$108.16	\$2.76	\$88.32	\$3.15	\$100.80	\$3.59	\$114.88	\$2.30	\$73.60	\$2.30	\$73.60	\$2.30	\$73.60
8/30/2016	Duty hat	1	\$2.10	\$2.10	\$1.10	\$1.10	\$1.40	\$1.40	\$1.60	\$1.60	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Monthly total				\$1,075.38		\$892.02		\$1,003.63		\$1,142.09		\$921.40		\$921.40		\$921.40
Three-Year Total (One month)										\$3,037.74						

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 12

Amend No.

Date Prepared: November 22, 2016
Council Meeting Date: December 5, 2016

TO: James M. Manni, Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Contract Extension – Wastewater Laboratory Analysis

RECOMMENDATION:

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

SUMMARY:

In accordance with our Rhode Island Pollutant Discharge Elimination System (RIPDES) wastewater treatment systems license, and the RIDOH laboratory certification requirements, the Wastewater Division is required to test the treatment facility discharge on a regular basis for a number of different parameters. This work must be performed by an independent laboratory that is licensed and certified by the State Department of Health and Department of Environmental Management. This bid includes a lump sum item for regular permit testing, unit prices for the required individual testing parameters, and other wastewater related tests and evaluations (i.e. pretreatment testing). The extension period for this contract is: January 1, 2017 – December 31, 2017.

Town Council awarded the original bid on December 15, 2014 and approved a one-year contract extension on December 7, 2015. The attached spreadsheet shows the results from the original bid solicitation.

Funding is available in the Wastewater Fund Operating Account #0032 50201, Professional Services.

ATTACHMENTS:

1. December 2, 2014 solicitation spreadsheet for bid opening
2. Contract extension letter, signed by Microbac Laboratories, Inc.

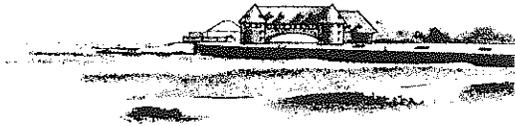
Town of Narragansett
Wastewater Lab Analysis - B15015
Wastewater Division

Bid Opening - December 2, 2014 - 11:00 am

Lab testing from 1/1/15 - 12/31/15

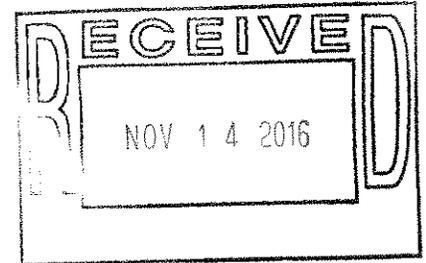
Test (Item)	Vendor 1	Vendor 2
	Premier Laboratory	RI Analytical Laboratories, Inc.
a. Ammonia Total (as N)	\$12.00	\$13.50
b. Nitrite Total (as N)	\$8.00	\$8.50
c. Nitrate Total (as N)	\$8.00	\$8.50
d. Nitrogen Total Kjeldahl	\$20.00	\$15.50
e. Oil & Grease	\$35.00	\$35.00
f. Priority Pollutants	\$300.00	\$450.00
g. Full TCLP	\$400.00	\$560.00
h. B.O.D.	\$15.00	\$16.00
i. T.S.S.	\$10.00	\$9.00
j. Salinity	\$20.00	\$9.00
k. Bio-Assay	\$600.00	\$720.00
l. Metals (Pretreatment)	\$100.00	\$60.00
m. Specific Indicators	\$140.00	\$72.00
n. TTO EPA Method 608	\$150.00	\$70.00
o. TTO EPA Method 624/625	\$250.00	\$280.00
p. Enterococci	\$15.00	\$28.00
q. Fecal	\$15.00	\$16.00
r. 3rd Quarter Priority Pollutants	\$300.00	\$900.00
s. Metals (Effluent)	\$75.00	\$66.00
s. Lump Sum Bid Price (all testing)	\$17,154.00	\$26,561.00

B15015/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



November 4, 2016

Premier Laboratory Division of Microbac Labs, Inc.
Attention: Ron Warila, Division Manager
61 Louisa Viens Drive
Dayville, CT 06241

RE: Bid – Wastewater Laboratory Analysis

Dear Ron:

The Town Council approved a one-year contract extension for the referenced bid on December 7, 2015 for the period ending December 31, 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 additional year; for the period of January 1, 2017 – December 31, 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.

Microbac Laboratories, Inc.
(Company Name)

hereby agrees to an extension of the contract for the period through December 31, 2017.

R Warila
(Signature)

11/8/2016
(Date)

Or

(Company Name)

hereby declines an extension of the contract for the period through December 31, 2017.

(Signature)

(Date)

Sincerely,

Susan W. Gallagher
Susan W. Gallagher, MBA
Purchasing Manager

SG/L16058

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 13

Amend No. _____

Date Prepared: November 29, 2016
Council Meeting Date: December 5, 2016

TO: Honorable Town Council

FROM: Susan Cicilline-Buonanno, President
Patrick Murray, Member

SUBJECT: Tax Assessor position

RECOMMENDATION:

That the Town Council directs the Town Manager to hire a full-time Tax Assessor in the Finance Department.

SUMMARY:

In January 2015, the town council adopted a hiring policy in which the hiring process for full-time employees shall not be without the knowledge and approval of the Town Council.

The position of the Tax Assessor has been held by a contract employee since June 2013. Due to a grievance filed by the Public Service Employees' Local Union 1033 and a subsequent arbitration this past summer, it is now necessary to fill the full-time position of the Tax Assessor.

ATTACHMENTS:

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 14
Amend No. _____

Date Prepared: November 22, 2016
Council Meeting Date: December 5, 2016

TO: James M. Manni, Town Manager

FROM: Anne M. Irons, CMC -Town Clerk

SUBJECT: Land Conservancy Trust

RECOMMENDATION:

That the Town Council appoint an individual to the Land Conservancy Trust to fill a vacant seat with an unexpired three-year term ending on 1/1/2018.

SUMMARY:

The Land Conservancy Trust has a vacant seat available for appointment with an unexpired term ending on 1/1/2018 due to the fact that Jill A. Lawler has been elected to the Town Council. There is one application currently on file for Jason Colonies. The following indicates the original board appointment date and expiration date.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
Vacant	2/11/2016	1/1/2018

Attached are the Town Council Rules for Commission, Committee and Board Appointments. 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.

ATTACHMENTS:

1. Council 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.

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: 15
Amend No. _____

Date Prepared: November 21, 2016
Council Meeting Date: December 5, 2016

TO: Honorable Town Council
FROM: Susan Cicilline-Buonanno, Council President
SUBJECT: Schedule Work Session Marijuana in Rhode Island

RECOMMENDATION:

That the Town Council schedules a work session entitled Marijuana in Rhode Island to January 3, 2017 at 6:00 PM.

SUMMARY:

Nancy DeNuccio from Narragansett Prevention Partnership and Joe Lindbeck from the Attorney General's Office will be in attendance to present an update on the impact on the possible legalization of marijuana in Rhode Island.

ATTACHMENTS:

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 16
Amend No. _____

Date Prepared: November 21, 2016
Council Meeting Date: December 5, 2016

TO: James M. Manni, Town Manager
FROM: Anne M. Irons, CMC -Town Clerk
SUBJECT: Reschedule Work Session for Interviews for Planning Board
Appointment

RECOMMENDATION:

That the Town Council reschedules 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.

At the November 21, 2016 council meeting a work session was scheduled for December 5, 2016. That date conflicts with the candidates schedules and the work session needs to be rescheduled.

ATTACHMENTS:

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 17
Amend No. _____

Date Prepared: November 30, 2016
Council Meeting Date: December 5, 2016

TO: Honorable Town Council

FROM: Susan Cicilline-Buonanno, Council President

SUBJECT: Schedule Work Session – Parking Recommendations

RECOMMENDATION:

That the Town Council schedules a work session with the URI Student Issues Ad Hoc Subcommittee on parking.

SUMMARY:

The parking subcommittee will discuss its recommendations for parking.
Suggested date March 13, 2017.

ATTACHMENTS: