

**NARRAGANSETT TOWN COUNCIL
REGULAR MEETING
AGENDA**

JANUARY 17, 2017

7:30 p.m.

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

Posted 01-12-17

**NARRAGANSETT
TOWN COUNCIL**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OF MINUTES:

- December 5, 2016 Regular Meeting

SHOWCASE/PRESENTATIONS:

Update on the Bike Path by Rosemary and David Smith

OPEN FORUM:

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

PUBLIC HEARING/DECISION – 8:00 P.M.:

A [MOTION](#) to SCHEDULE a PUBLIC HEARING to REPEAL the passage of a single tax rate in the Town of Narragansett, which had been approved by the prior town council at its October 17, 2016 meeting.

CONSENT AGENDA:

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

1. A [MOTION](#) to RECEIVE and ACCEPT a grant from the US Fish & Wildlife Service in the amount of \$6,000.00 and approve the expenditure of funds.
2. A [MOTION](#) to APPROVE the purchase of one Tunnel-Up Crawl Tube for George C Park from GameTime C/O MRC, in the amount of \$3,454.07.
3. A [MOTION](#) to APPROVE the annual renewal of Coastline Employee Assistance Program services for 2017 in the amount of \$3,465.
4. A [MOTION](#) to APPROVE the purchase of four (4) DuMor 32-gallon trash receptacles and twelve (12) steel flat covers for the Pier Parks from O'Brien & Son's, Inc., in the amount of \$6,220.00.
5. A [MOTION](#) to APPROVE the purchase and installation of equipment for Police SUV #29 from Patrol Data, in the amount of \$6,298.95.
6. A [MOTION](#) to APPROVE the purchase of replacement Dell computers, monitors, laptops & accessories from Zones, Inc. in the amount of \$9,488.69, utilizing the National Joint Powers Alliance (NJPA) contract.
7. A [MOTION](#) to APPROVE the list of Motor Vehicle ADDENDUMS in the amount of \$1,015.67 and the list of Real Estate ADDENDUMS in the amount of \$29,716.38.
8. A [MOTION](#) to APPROVE the request from the Monsignor Clarke School for their annual Beat the Chill, Climb the Hill 5K Road Race to be held on Saturday April 8, 2017 subject to approval of state and local regulations.
9. A [MOTION](#) to APPROVE the request from the Narrow River Preservation Association for their annual NRPA Road Race to be held on Saturday May 20, 2017 from 8:30 a.m. to 1:00 pm, subject to approval of state and local regulations.

OLD BUSINESS:

NEW BUSINESS:

10. A [MOTION](#) to APPROVE OC Realty, LLC's request to modify the terms of an easement granted to 360 South Pier Rd in May 2015.
11. A [MOTION](#) to ADOPT a Resolution Opposing the Siting of the Clear River Energy Center in Burrillville, Rhode Island.
12. A [MOTION](#) to APPROVE a contract amendment with Weston & Sampson, Inc. for additional professional environmental remediation services at the DPW Facility in the amount of \$20,210.00.

13. A [MOTION](#) to APPROVE the purchase of one (1) new 2017 Chevrolet Silverado 1500 2WD pick-up truck in the amount of \$24,777.31, and one (1) new 2017 Chevrolet Silverado 3500HD 4WD Work Truck, with Fiberglass Service Body and 9 Foot Fisher Plow in the amount of \$52,823.46 from National Auto Fleet Group utilizing the National Joint Powers Alliance (NJPA) contract.
14. A [MOTION](#) to APPROVE the recommendations of the Sewer Policy Committee relative to the following properties: Plat V, Lot 5 (665 Point Judith Road), Plat V, Lots 75, 30, and 30-1 (Lindsley Drive), Plat W, Lot 90-1 (Point Judith Road, Plat N-R, Lot 990 (16 Ottawa Trail), and Plat U, Lot 98-2 (Julia Avenue)
15. A [MOTION](#) to FORM a Library Building Committee to advise and oversee the construction OF A NEW Narragansett Public Library.
16. A [MOTION](#) to AMEND the General Rules and Procedures of the Town Council.
17. A [MOTION](#) to DISCUSS a Town Hall Building Facilities Policy.
18. A [MOTION](#) to DIRECT the Town Clerk to advertise or not the fact that the Town Council may consider increasing the number of authorized liquor licenses.
19. A [MOTION](#) to APPOINT an individual to the Conservation Commission/Tree Board to fill an unexpired three year term expiring on April 30, 2019.
20. A [MOTION](#) to REAPPOINT one individual to the Finance Committee for a four year term to expire on December 1, 2020 and one individual as an alternate for a two year term to expire on December 1, 2018.
21. Town Council President [REAPPOINTS](#) three individuals to the Historic District Commission for three-year terms to expire on January 1, 2020.
22. A [MOTION](#) to APPOINT/REAPPOINT an individual to the Planning Board for a 5 year term, which term will expire on November 1, 2021.
23. A [MOTION](#) to REAPPOINT a Tree Warden for the Town of Narragansett, pursuant to RIGL 2-14-2.
24. A [MOTION](#) to APPOINT three individuals to the Narragansett-South Kingstown Senior Advisory Council.

REPORTS FROM TOWN MANAGER:

EXECUTIVE SESSION:

A MOTION to RETIRE to Executive Session of the Town Council at the end of the January 17, 2017 town council meeting in accordance with RI General Laws 42-46-4 and 42-46-5 to discuss litigation, Galilee Mission vs. Town of Narragansett and The Kayak Centre vs. Town of Narragansett as in accordance with in accordance RI General Laws 42-46-5 (a) (2) appoint Dawson T. Hodgson, Town Solicitor as Clerk Pro Tem.

ADJOURNMENT:

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

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____
Amend No. _____

Date Prepared: January 12, 2017
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Anne M. Irons, CMC Town Clerk
SUBJECT: Approval of Town Council Minutes

RECOMMENDATION:

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

- December 5, 2016 Regular Meeting

SUMMARY:

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

**NARRAGANSETT TOWN COUNCIL
REGULAR TOWN COUNCIL MEETING
DECEMBER 5, 2016 MINUTES**

At a Regular Meeting of the Town Council of the Town of Narragansett held on
Monday, December 5, 2016 at 7:30 p.m., at the Narragansett Town Hall.

Present: Susan Cicilline-Buonanno, President

Matthew M. Mannix, President Pro Tem

Jill A. Lawler, Member

Michael T. Moretti, Member

Patrick W. Murray, Member

James M. Manni, Town Manager

Dawson T. Hodgson, Town Solicitor

Susan Cicilline-Buonanno, President calls the meeting to order and leads those in attendance in Pledging Allegiance to the Flag.

James Manni introduced Luke Abernathy and Terrence, boy scouts from Troop #44 from South Kingstown who were in attendance while working on their communications merit badge.

Susan Cicilline-Buonanno congratulated Steve Wright, Director and the staff of the Parks and Recreation Department for another successful festival of lights and bringing the community together.

APPROVAL OF MINUTES

Matthew M. Mannix moved, Michael T. Moretti seconded and it is so voted to approve the work session minutes of the September 26, 2016 Meeting as presented.

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

Matthew M. Mannix moved, Michael T. Moretti seconded and it is so voted to approve the Regular Meeting minutes of the October 3, 2016 Meeting as presented.

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

ANNOUNCEMENTS/PRESENTATIONS:

Matthew Mannix moved, Jill Lawler seconded and it is unanimously so voted to move Item #10 up on the agenda.

10. A MOTION to DISSOLVE the Economic Development Committee.

Matthew Mannix moved, Michael T. Moretti seconded to dissolve the Economic Development Committee.

President Cicilline-Buonanno asked that anyone that speaks on the item should be polite and respectful and should speak on the merits if they think the EDC should exist or be dismantled. She explained that the town council will speak first and then she would open for the public to comment for three minutes. She asked Councilor Lawler to address the council as it was her motion.

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.”

Jill Lawler believes that 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.

Councilor Jill Lawler addressed the council saying she seriously thought the motion out. She met with people during her campaign and most residents resonated and commented on the economy in town. She said there was an issue of empty store fronts in town. She pointed out that there are 11 empty store fronts in the two shopping centers on Point Judith Road. She said there is definitely an issue of not having businesses in town and also there was an issue of not having high paying jobs in town. Councilor Lawler said that the current EDC Committee has worked hard and have worked well with the Chamber of Commerce and many of the accomplishments of that committee work in concert with the Chamber and currently are great for the current businesses in town. She said she is requesting that the committee be dissolved and a new committee be appointed by the town council after an interview process. Anyone that is currently on the EDC may apply for the committee and be interviewed. She pointed out that it is not anti-business whatsoever but is actually escalating the importance of economic development to the town which is critical. She said there have been many discussions the past few months on how to populate the schools. She said the town needs to attract young families. She also remarked that was not to say she wanted to decrease the number of rental properties as they are part of the town's economy. She said she wants to grow the economy and expand upon that for the existing businesses in town. Ms. Lawler explained she wants the town to work closer with Chamber of Commerce and has made steps to do that and not to assign duties of the EDC to the Chamber. She said her motion would also include that she and Mike would develop a small ad hoc group of people in

town and be interviewed by the town council and come back on January 17th to see what that look likes and have the council have the opportunity to discuss as well as the public. She said whatever that is developed in the town is in the best interest in the town and the town businesses and have an economy that is booming so the existing businesses would be helped and more importantly bringing in new types of businesses that are not currently in town and bringing in jobs that are more higher paying jobs and research jobs. She commented that there is a great opportunity to change the economy for the town.

Councilor Moretti commented that it was important to understand that there are limited resources and he has spoken with many people and met with retired executives need fresh respective and new approach. He said the council needs to have a fresh look at it and It was nothing other than that. He said the council had a responsibility to set the brand in the region.

Susan Cicilline-Buonanno remarked that the town's EDC was one on the first in RI to maintain its status and she was not in favor of dissolving the committee. She noted that she supported the committee and did note it had some growing pains with leadership change and membership changes over the years.

Matthew Mannix said it came up three years ago and did vote to dissolve it and also noted that he voted during the budget process not to have a full time EDC coordinator with full benefits in the budget and it was removed.

Chris Laccinole, Chair of the Economic Development Committee spoke on all the membership appointments were unanimous, the council liaisons always attended the

meeting. He noted that Councilors Mannix and Moretti have never attended a single meeting of the Economic Development Committee. He further noted that Jill Lawler has not attended a meeting in four years. He commented that for people to say the council had no control of the Economic Development Committee is not true. He said the Committee was always eager to hear from any councilmember.

He read a statement from Diane Mann, a former member stating that she left the committee due to running a business from 4 locations and not because the committee was dysfunctional. He said former members were not pleased that their names were mentioned in the agenda item. He said he was eager to work with all council members going forward.

The following individuals spoke:

Ray Kagels, 71 Kenyon Farm Rd., Stanley Wojciechowski of Narragansett, Kevin Durfee 220 Sunset Farm Road, Paul Zonfrillo 7 New England Circle, Vincent Flynn 56 Road, Joe Lembo, 20 Black Alder Trail

The Council did break to hold the Public Hearing at 8:00 p.m. and then returned to the item and continued the public comment.

Carol Stuart, Eastward Look, Peg Fredette , 110 Gibson Avenue, Beverly Oderio, Chamber of Commerce, Nicholas Cataldo, 115 East Shore Road, Corey Sullivan, 29 Oak Grove Road, Winn Hames 31 Wood Avenue, Meg Rogers, Earles Court,

Steve Fernandi, 44 Sylvan Road, George Lenihan, 46 East Shore Road, Patricia Mannix, Col John Gardner Road, Karen Shabshelowitz, Wanda Street, Harvey Cataldo 115 East Shore Road .

Matthew Mannix commented that the town council did not ask the EDC to link the two concepts of the homestead exemption and the linkage. He said EDC people spoke at the General Assembly and caused confusion and the homestead exemption legislation was almost pulled. He noted that there were 9 resignations over 4 years that is symbol of a problem. He commented on the attacks on Jill Lawler from the EDC supporters. He spoke of the motion 3 years ago and how members of the EDC filed an open meetings complaint on Councilor Hagopian which she was exonerated.

Patrick Murray remarked he appreciated Councilor Lawler. He briefly showed the video on the Regatta in 2012 and commented how that happened due to the EDC. He spoke of the state EDC and commented that no one is dissolved the state EDC. He said the council should give the members new orders and remove members through attrition when their terms have expired. He said the council shouldn't be tearing down but building up. He remarked he has had personal attacks on himself that he received from rouge members of the NPRA. He said they want a 3 tier tax and the committee tried to load the council up with their like-minded thinking. He commented that some of the members don't even attend their meetings anymore. Mr. Murray said tax policy was tax policy and

people are confusing the issue saying it should be done during the budget. He said he supports the EDC and the council was there to fix thing and not destroy.

Matthew Mannix spoke again on the vote three years ago and it's about moving forward no matter how the vote goes. He said policy debates take place and this is accountability.

Mike Moretti said he ran on a platform of a stop sign at cool beans, the economic development and the beach. He said economic development is a major responsibility of the elected board in any municipality. He said the current board members are able to apply to the ad hoc committee and he challenged them to do. He said come back and talk with the council on economic development and not chamber activity, not a regatta, not a bake sale. Councilor Moretti said he had previously announced how he felt how the current way economic development is done and only one person asked about it. He noted that the government finance office association talks about economic incentive policies and that is what should be done and he said he was not un-American by voicing his opinion.

President Cicilline-Buonanno asked if there was for any amendments to the motion or was it going to be an up and down vote on the motion.

Councilor Lawler answered that she wanted an up and down vote tonight.

President Cicilline-Buonanno commented she was disappointed in the motion as the volunteers have truly been fair and have stepped up and commented that she had great difficulty with the motion. She thanked the committee members for their time and effort.

Jill A. Lawler aye, Michael T. Moretti aye, Patrick W. Murray nay,

Matthew M. Mannix aye, Susan Cicilline-Buonanno nay

PUBLIC HEARING

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

In its current form, and without any expressed advanced directive, the Homestead Exemption enabling legislation requested of the RI General Assembly would, if granted, necessarily be implemented by the Town Council under the EXISTING property tax ordinance.

An enactment of a Homestead Exemption while maintaining Narragansett's current 2-tier (residential/commercial) property tax system remaining in place would CREATE one new tax inequity and CONFIRM another.

The NEWLY CREATED inequity is the transferring of the Homestead Exemption costs singularly onto the owners of non-owner occupied housing. The CONFORMATON of an EXISTING property tax inequity is the continued allowance of the current commercial

tax rate to remain at the punishing rate of 150% of the residential rate - the highest allowable by Rhode Island state law.

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

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

At the June 6, 2016 town council meeting a first reading was held on a proposal for a single tax rate ordinance. The passage of this ordinance would restore Narragansett's property tax system to one that would tax ALL properties based solely on their appraised value

The second reading and adoption of the proposed ordinance was scheduled for the June 20, 2016 town council meeting. However, a petition signed by 53 residents was filed requesting a public hearing be held on the proposed ordinance amendment to Sec. 70-4 entitled Taxation and Finance, as in accordance with the Town Charter Section 2-1-9.

A public hearing was held on August 1, 2016 and continued until September 19, 2016.

The public hearing was continued on September 19, 2016 to December 5, 2016.

Patrick Murray moved, Matt seconded and it is so voted to OPEN the PUBLIC HEARING.

Jill A. Lawler aye, Michael T. Moretti aye, Patrick W. Murray aye,

Matthew M. Mannix aye, Susan Cicilline-Buonanno aye

Councilor Murray remarked that he wished to table the item and the public hearing indefinitely, which was the linkage to the Homestead to the single tax rate.

Matthew Mannix commented that the first reading was June 6th then a petition was filed which forced a public hearing which was held on August 1st and continued.

Patrick Murray moved, Michael Moretti seconded to table the public hearing indefinitely.

Michael Moretti commented that his view was the linkage ordinance should go away and cancelled not just tabled.

Patrick Murray remarked that the council should then have an up and down vote.

Matthew Mannix commented that the motion should be amended to cancel.

Patrick Murray remarked he only wanted to table it.

Jill A. Lawler nay, Michael T. Moretti nay, Patrick W. Murray aye,

Matthew M. Mannix nay, Susan Cicilline-Buonanno aye

The motion failed.

Matthew Mannix moved, Susan Cicilline-Buonanno seconded and it is so voted to cancel the public hearing.

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

Councilor Moretti commented that the public should know that the council just voted that there was no linkage to the homestead.

Council President remarked that he just did that. She said the linkage is gone and that on the agenda tonight was a motion for the homestead and the residents have waited a long time and the council will get to that.

Matthew Mannix moved, Jill Lawler seconded and it is unanimously so voted to CLOSE the public hearing.

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

PLEASE SEE STENOGRAPHER TRANSCRIPT FOR MORE DETAILS

At this point in the evening the council returned to the public comment on **#10**.

See above.

A MOTION to DISCUSS and APPOINT Town Council members to serve on the following Committees:

Matthew Mannix moved Mike Moretti seconded and it is unanimously so voted to APPOINT the following council liaisons.

Economic Development Committee (2) Dissolved 12-05-16

Galilee Advisory Committee (1) Mannix

Knights of the Rockingham Arch (1) Patrick Murray

Narragansett-South Kingstown Senior Advisory Committee Susan Cicilline-Buonanno

Towers Committee (2) Matthew Mannix and Mike Moretti

Washington County Regional Forum (1) (At Large) Susan Cicilline-Buonanno liaison

OPEN FORUM:

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

Byron Cahoon North Road in South Kingstown, Member of SK Dog Park Association announced that the solar park lights are on and on Saturday night a celebration will be held with the lights turning. He thanked the council for the donation 55 St. Dominic Road which was off Broad Brock Road. He asked the council to attend and to bring their dogs; Richard Van Germeersch 55 Osceola Road said he was attacked verbally by the library board members. He read a statement and spoke of Belmont Market Made no pretense learned 5 lessons, a long vacant bldg., space is a concern, the property is on two feet of landfill, and the not purchasing building only the structure with a liquor store preexisting business, willing to pay any price to get rid of Gilbane \$2.5 Mill which is a high price and the it is sink hole and the building will sink

Dennis Lynch Central Pike, attended work shop last week on rental registration and was encouraged very important to augment the forms and empower town staff to take the

steps to track who is in compliance and who is not. He said that should be tracked in order to have good data. He thanked the council for holding the workshop

Stanley Wojciechowski spoke of his friend Bill who lives in Narragansett for over 20 years had college kids live with him and is now single father. He said his friend paid taxes and rental registration fee by paying the rent. He may not be called a resident in town and all should be equal if you reside in town, you are a resident. He said that discrimination is un-American, and propose tax policy is not liberty and justice for all.

Karen Shabshelowitz, Wanda Street commented that she blamed the state for lack of strategic planning such as jewelry business should have been replaced with computers

Carol Stuart of Eastward Look said agreed with Dennis Lynch's comment on the rental registration form and its significances and does not violate people's liberty justice for all.

She said it is about the quality of life. She said that according to the newspaper it was reported that the Town Solicitor had said that the 2100 Group was requesting Landlords not to send in the rental registration forms in with their fee. Dawson Hodgson, Town Solicitor commented that the email that was forwarded to him was an interim directive from 2100 group to hold off until they knew how they we going to proceed.

CONSENT AGENDA

The consent agenda is voted on with one motion.

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

APPROVED (Mannix-Moretti 5/0)

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

**2. A MOTION to APPROVE, RATIFY and CONFIRM a One Day Peddler's
License to Jeffry Farrell d/b/a Sunset Farm for Sunday, December 4, 2016 at
the Festival of Lights Event subject to state and local regulations.**

APPROVED, RATIFIED and CONFIRMED (Mannix-Moretti 5/0)

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

**3. A MOTION to APPROVE a Class F Alcoholic Beverage License to Creating
Outreach About Addition Support Together (COAST) for December 9, 2016
at The Towers, subject to state and local regulations.**

APPROVED (Mannix-Moretti 5/0)

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

OLD BUSINESS: None

NEW BUSINESS:

Matthew Mannix moved, Susan Cicilline-Buonanno seconded and it is unanimously so
voted to discuss Item # 7 first on the agenda.

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

See Item #7 BELOW.

4. A MOTION to RECEIVE and CONSIDER a recommendation from the Planning Board regarding OC Realty, LLC request to modify the terms of an easement granted to a portion of town property designated as Lot 329 on Tax Assessor's Plat P on Point Judith Road to 350 South Pier Road in May 2015.

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.

Michael Moretti moved, Jill Lawler seconded and it is so voted to RECEIVE and CONSIDER a recommendation from the Planning Board regarding OC Realty, LLC request to modify the terms of an easement granted to a portion of town property designated as Lot 329 on Tax Assessor's Plat P on Point Judith Road to 360 South Pier Road in May 2015.

President Buonanno asked Dawson T. Hodgson, Town Solicitor to report on the highlights of the easement and the new proposal that has been requested for the new members of the Town Council.

Mr. Hodgson spoke on the easement that was approved for OC Realty, LLC, a developer for 360 South Pier Road (Roller Rink Property) that would allow an easement on town property which would be used to make a 4 way interstation on Point Judith Road across from the Salt Pond Plaza which would allow an entrance to the roller rink property, and would take advantage of the roadway extending to South Pier Road. He said the Town provided the easement and the developer did agree to the uses only allowed in the BB Zone for a single use, build the roadway and maintain that road and provide a financial guarantee of that maintenance going forward, the use was now for a retail development. He explained that the new proposal was asking for permission for 5 units instead of the approved 1 unit. He explained that they would need a special use permit now from the Zoning Board of Review. He said under the current easement agreement they would need the council to approve the 5 units instead of the single unit and the second clarification was the financial vehicle to secure the ongoing maintenance of the roadway. He said it was to make it a clean vehicle for subsequent future owners who would be responsible for the maintenance of that roadway. Mr. Hodgson further explained that the council did forward the new proposal to the Planning Board for a recommendation and the Planning Board and staff have made their recommendations and they need to be considered as well. He said he is looking from the council that there is a

consensus and are amenable to the amendments and that would allow John Kenyon and him to prepare the amendment to the easement.

John Kenyon, Attorney for OC Realty LLC addressed the council. He said he brought the proposal before the council in August and then went before the Planning Board for the recommendation. He said they were approved by the Planning Board with a number of conditions and his client is agreeable with all of them. He explained they were approved to allow a special use permit for a shopping center but with prohibited uses. He said there is also language on the maintenance bond. He said the road construction will be a performance bond however the maintenance bond would be a cash bond.

Mr. Kenyon said that they were fine with the request to the traffic improvements be completed and operable before the certificate occupancy permit is granted. He reported that they have DEM approval for the building and conceptual approval from RIDOT.

Robert Clinton, from the engineering firm of Vanasse, Hangen and Brustlin reported that RIDOT was very excited of the construction of the traffic signal. He noted that that section of Point Judith Road was a high crash location and the proposed access road would act as backup road and will provide access to the traffic signal and will be a safer condition. He also noted that RIDOT has agreed in concept of the plan and were only waiting for paperwork on drainage. He also explained that the 4th leg intersection will

have traffic loops for the signal and there will be an easement on the town's land for the equipment.

He explained that there is a manual called a Trip manual and the data for one use one for a shopping center and 5 units would be comparable or less than the one use facility.

It was noted that over 200 traffic accidents over the last 5 years and the road in the back would be a safer conditions for motorists. He noted that the traffic signal would be comparable to what is used today and there would be a right hand turn added to the left hand turn signal. He said that the DOT would be monitoring the traffic.

Mike Moretti asked for the plan on the South Pier Road entrance. Mr. Clinton answered that it would look like a new brand new road.

Dawson Hodgson noted that no one knows who owns the road. He explained that the outcome of the maintenance would own the title after seven years.

Mr. Kenyon explained that after a certain time period of maintaining maintenance that person can obtain title of the road. He said the ownership of that current road is in question.

Dawson Hodgson explained that if it doesn't because a town road and was functioning as a town road would be good for the town if that is what is desired.

It was noted that the easement agreement runs with the land.

Councilor Moretti asked what happened to original plan for the one unit.

Mr. Kenyon explained that they could not get an agreement for the one unit and they spoke with other retailers and there it was more marketable for 3 to 5 units than the 1 unit.

Mr. Hodgson remarked that the only thing it flux was what were the most direct vehicle and the least chance of confusion during the conveyance and transferring of the property.

Councilor Murray commented that the town gave away 14,000 square feet of property for the construction and maintenance of the road from Point Judith Road to South Pier Road in perpetuity.

Dawson Hodgson said the next step is for him and Attorney Kenyon to meet to complete the easement amendment on what the council agrees to on the request.

Mike Moretti asked for the prohibited used to be listed on the agreement such as what the Planning Board has recommended and what is not prohibited in code.

Councilor Moretti said he was concerned of no compensation on the original vote and still has the same concern.

Councilor Jill Lawler said it was attractive for the one market however there are vacant store fronts now and why would the town allow creating more. She also said not knowing who they would be renting out to was a concern to her.

Mike Moretti remarked he wants it to succeed and wants the town not to be liable and limited the uses and then reading the agreement again after permitted.

Dawson Hodgson explained that what is not listed in the “Table of Use” is considered prohibited and the Planning Board recommended prohibited specific uses that otherwise would be allowed. He said he would be happy to provide a list of anything permitted in a BB Zone what the specific uses were excluded by the Planning Board and what would be prohibited by the contract and permitted by ordinance.

Dawson Hodgson said he believes he has gotten the direction on what the council wants and if the council has further direction or questions to contact him directly.

Residents Richard VanGermeersch and Karen Shabshelowitz spoke.

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

**5. A MOTION to INTRODUCE, READ, PASS and ACCEPT An Ordinance in
Amendment of Chapter 70 of the Code of Ordinances of the town of
Narragansett, Rhode island, entitled taxation & finance (Homestead
Exemption)**

At the Towns 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.

Patrick Murray moved, Jill Lawler seconded and it is so voted to INTRODUCE, READ, PASS and ACCEPT An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the town of Narragansett, Rhode Island, entitled Taxation & Finance (Homestead Exemption)

President Cicilline Buonanno commented that she would hope for passage for the residents

Councilor Moretti remarked he wanted a public hearing and not a first reading on the ordinance change.

The following individuals comment:

Richard VanGermeersch, Winn Hames, Ray Kagels, Stanley Wojciechowski, Karen Shabshelowitz, Paul Zonfrillo

A discussion is held among the council members on holding a public hearing and voting on a first reading. The vote was as follows:

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

Susan Cicilline-Buonanno moved, Michael Moretti seconded and it is so voted to SCHEDULE a PUBLIC HEARING on An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the town of Narragansett, Rhode Island, entitled Taxation & Finance (Homestead Exemption) to December 19, 2016 at 8:00 p.m.

It was noted that the second reading would also be held on December 19th.

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

6. A MOTION to INTRODUCE, READ, PASS and ACCEPT as a First Reading, 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.

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.

Michael Moretti moved, Jill Lawler seconded and it is unanimously so voted to INTRODUCE, READ, PASS and ACCEPT as a First Reading, 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.

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

7. A MOTION to ADOPT a Resolution of the Town of Narragansett 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.

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.

Richard L. Fuka, President RI Fishermen's Alliance addressed the council. He commented that everyone know how important the fishing community is to the town and the state. He introduced Megan Lapp from Seafreeze. She spoke of the importance of Squid and the fishing grounds and the access for the squid. She explained that the State of NY has entered into a lease site agreement for a wind farm on the most productive squid grounds for 200 wind turbines and there would be no fishing allowed in the area. She said she has been working the federal government on the importance of that site for the fishing fleets and is in the process of gathering information for them. She said "BOEM" The Bureau of Ocean Energy Management has a proposal to auction off at least by December 15th. She said they have asked for a detail economic impact study, as in accordance with the National Environmental Policy Act before a lease is signed and that has not been done so they are suing the BOEM and are seeking an injunction of the lease sale until the economic impact study is done. She explained that currently the plan is to wait until a developer has started construction and there is steel in the water before they

develop a mitigation plan for the fishermen. She said the economic impact study needs to be done first and possibly consider a reciting of the project.

Richard L. Fuka announced that the State of Rhode Island is stakeholder and the due diligence was not done by the state of New York and Rhode Island was overlooked by the State of New York. He explained that all the Rhode Island federal delegation and RI DEM, Chamber of Commerce are in support and he hoped Narragansett will also support.

Jill A. Lawler moved, Matthew M. Mannix seconded and it is unanimously so voted to ADOPT a Resolution of the Town of Narragansett 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.

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

**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
RESOLUTION NO. 2016-20**

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

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.

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
S/Susan Cicilline-Buonanno, Council President

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

8. A MOTION to ADOPT An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island entitled Taxation and Finance (Tax Credits).

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.

Matthew M. Mannix moved, Michael T. Moretti seconded and it is so voted to ADOPT An Ordinance in Amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island entitled Taxation and Finance (Tax Credits).

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

TOWN OF NARRAGANSETT
CHAPTER 1032

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 21st day of November, 2016.

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

ATTEST:

S/Anne Irons, CMC
Town Clerk

9. A MOTION to DISCUSS 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.

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.

Patrick W. Murray moved, Matthew Mannix seconded to DISCUSS 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.

Councilor Murray explained that the Finance Committee has asked for a continuance until December 19th.

Matthew Mannix moved Michael Moretti seconded and it is unanimously so voted to Continue to the December 19th council meeting.

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

10. A MOTION to DISSOLVE the Economic Development Committee.

See beginning of minutes. This motion was moved to the front of the meeting for discussion and action.

Jill Lawler placed this motion on the agenda and believes that the EDC lost sight of its mission and with recent resignations, consists of passionate individuals who are advocating for existing businesses in the town.

11. A MOTION to AWARD 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.

This award 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 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.

Jill Lawler moved, Michael T. Moretti seconded and it is unanimously so voted to AWARD 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.

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

12. A MOTION to APPROVE the contract extension for Wastewater Laboratory Analysis for a one-year period with Premier Laboratory Division of Microbac Labs, Inc. at their quoted prices and rates, under the same terms and conditions as the original contract.

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

Matthew M. Mannix moved, Jill Lawler seconded and it is unanimously so voted to APPROVE the contract extension for Wastewater Laboratory Analysis for a one-year period with Premier Laboratory Division of Microbac Labs, Inc. at their quoted prices and rates, under the same terms and conditions as the original contract.

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

13. A MOTION to AUTHORIZE the town manager to hire a full time tax assessor.

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 Union1033 and a subsequent arbitration this past summer, it is now necessary to fill the full-time position of the Tax Assessor.

Patrick W. Murray moved, Matthew M. Mannix seconded and it is unanimously so voted to AUTHORIZE the town manager to hire a full time tax assessor.

James Manni, Town Manager asked the Town Solicitor to address the grievance.

Dawson Hodgson, Town Solicitor explained the grievance went to arbitration and the arbitrator moved against the town's interpretation of management rights clause and the legal principal at state is less important to the town than the management execution.

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

14. A MOTION to APPOINT an individual to the Land Conservancy Trust to fill a vacant seat to an unexpired three-year term ending on 1/1/2018.

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

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.

Mathew Mannix moved, Susan Cicilline-Buonanno seconded and it is unanimously so voted to APPOINT Jason Colonies to the Land Conservancy Trust to fill a vacant seat to an unexpired three-year term ending on 1/1/2018.

Residents Meg Rogers t Winn Hames and Paul Zonfrillo spoke.

Matthew Mannix thanked Jill Lawler for her service on the Land Trust.

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

**15.A MOTION to SCHEDULE a WORK SESSION entitled Marijuana in
Rhode Island to January 3, 2017 at 6:00 PM.**

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.

Matthew M. Mannix moved, Michael T. Moretti seconded and it is so voted to SCHEDULE a WORK SESSION entitled Marijuana in Rhode Island to January 3, 2017 at 6:00 PM.

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

**16. MOTION to RESCHEDULE the WORK SESSION for Interviews for
Planning Board Appointment.**

Matthew M. Mannix moved, Michael Moretti seconded and it is unanimously so voted to RESCHEDULE a WORK SESSION for Interviews for a Planning Board Appointment to January 17th at 6:30 p.m.

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.

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

**17. A MOTION to SCHEDULE a WORK SESSION with the Ad Hoc URI
Student Issues subcommittee on Parking to discuss its recommendations on
parking.**

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

Matthew M. Mannix moved, Michael T. Moretti seconded and it is so voted to SCHEDULE a WORK SESSION with the Ad Hoc URI Student Issues subcommittee on Parking to discuss its recommendations on parking to March 13, 2017.

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

18. A MOTION to APPROVE the Town Council meeting schedule for 2017.

The Town Council holds its regular meetings on the first and third Mondays of each month at 7:30 p.m. However, due to the observance of Monday Holidays the council will meet on 4 Tuesdays in 2017, January 3, 2017, January 17, 2017 February 21, 2017 and September 5, 2017.

Jill Lawler moved, Michael T. Moretti seconded to APPROVE the Town Council meeting schedule for 2017. A discussion was held on holding a meeting on July 3, 2017.

Matthew Mannix moved, Susan Cicilline-Buonanno seconded and it is unanimously so voted to eliminate the July 3, 2017 meeting.

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

Matthew Mannix moved, Jill Lawler seconded and it is unanimously so voted to approve whole calendar as amended.

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

19. A MOTION to APPROVE and AUTHORIZE the Town Manager to Sign an automatic aid agreement with the Union Fire District concerning fire protection in the Jerusalem Village.

In early 2016 residents of the Jerusalem Village begin contacting Town administration regarding an ISO determination that their properties were to be negatively classified because the fire hydrants which serve the village are maintained by the Union Fire District, not Narragansett's municipal fire protection. Such a negative rating represents dramatic increases in insurance cost for these residents. UFD has been providing all non-administrative fire protection for the Jerusalem Village since at least 1970, governed by a "mutual aid agreement". In the town's correspondence with ISO, the organization advised the fire department that a more robust and formalized "Automatic Aid" agreement would be necessary for Jerusalem properties in order to retain their pre-existing rating. UFD has requested \$8,000 annual compensation for this service. The agreement also incorporates opportunities for Narragansett fire department training at UFD facilities without charge. The UFD Board of Wardens has approved the terms of the proposed agreement now before the council.

Patrick Murray moved, Jill Lawler seconded and it is unanimously so voted to APPROVE and AUTHORIZE the Town Manager to Sign an automatic aid agreement with the Union Fire District concerning fire protection in the Jerusalem Village.

Dawson remarked that ISO approached homeowners regarding discrepancies of fire hydrant and fire services the Town needed a document that other agency would respond automatically.

Chief Partington does agree with mutual aid agreement.

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

Susan Cicilline-Buonanno announced that the Merchants in the Market Place will holiday shopping stroll on Friday December 9, 2016.

ADJOURNMENT:

The meeting adjourns at 9:04 p. m.

ATTEST:



Anne M. Irons, CMC
Council Clerk

MINUTES ACCEPTED AS
PRESENTED/AMENDED

Anne M. Irons, CMC
Council Clerk

A digital format is made a part of the record for a complete account of the council meeting.

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

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____

Amend No. _____

Date Prepared: January 8, 2017
Council Meeting Date: January 17, 2017

TO: Honorable Town Council

FROM: Matthew M. Mannix, President Pro Tem

SUBJECT: A Motion to Schedule a Public Hearing to REPEAL the passage of the single tax rate and revert back to the separate tax rates for residential and commercial properties that had been in effect prior to October 17, 2016.

RECOMMENDATION:

That the Town Council SCHEDULES a PUBLIC Hearing to REPEAL the passage of a single tax rate in the Town of Narragansett.

SUMMARY:

Last summer, a majority of the Town Council chose to embark on a commercial tax relief plan while the town was petitioning the R.I. General Assembly for enabling legislation to create a homestead exemption. This effort confused the voters of the town. The goal of this motion is to eliminate that confusion and ensure that the full intended effect of the homestead exemption be enjoyed by Narragansett's full-time residents.

With the elimination of separate tax rates for residential and commercial properties on October 17, 2016, the majority of the former town council created a budget shortfall of approximately \$1.5 million. That number is an approximation because the elimination of the separate rates should have taken place in tandem with an actual budget to show everyone in town what the impact of the elimination of the separate rates would be. By choosing to eliminate the separate rates in October, rather than during the Spring budget season, the townspeople are left to speculate what the **actual** impact of that change will be.

The tax reform for which the people of Narragansett have advocated during the past decade is not a convoluted reformulation of the town's tax policy, but the institution of a simple homestead exemption. The townspeople have waited patiently while special interests have thwarted the passage of a homestead exemption or confused the voters with unrelated issues over the years. The simple, or clean, homestead exemption will provide homesteaders with direct tax relief. Specifically, the goal was that a homesteader would pay 10 percent less to Narragansett Town Hall in property taxes in 2017 than he or she paid in 2016. This goal remains the same. It was based on the tax structure that existed in the town at the start of 2016 and was never designed to be linked to other forms of tax relief.

Schedule a Public Hearing to REPEAL the passage of the single tax rate
January 17, 2017
Page Two

Nevertheless, a majority of the former town council shoved the elimination of the separate rates down the town's throat. This decision crippled any relief from a future homestead exemption. It also made the issue a central one in the 2016 town council campaign during which I and other candidates were forced to take positions on whether to repeal the October 17, 2016 elimination of the separate rates. Although I would have liked to have provided – and still would like to provide – modest commercial tax relief, the shortfall created by the poorly thought-out October 17, 2016 elimination of the separate rates is simply too large a burden to place on Narragansett's full-time taxpaying residents.

Now it is up to **this** council to fix the problem. The voters of the town spoke loud and clear on this issue in the November 2016 election. The repeal of the elimination of the separate tax rates would ensure that the homesteaders receive the full intended benefit of the homestead exemption.

SUGGESTED DATE FOR PUBLIC HEARING:

February 6, 2017, unless the council would like to conduct this hearing on an “off-night” during which there is no regularly-scheduled council meeting.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 1
Amend No. _____

Date Prepared: January 4, 2017
Council Meeting Date: January 17, 2017

TO: James Manni, Town Manager
FROM: Sean P. Corrigan, Chief of Police
SUBJECT: US Fish & Wildlife Grant

RECOMMENDATION:

That the Town Council receive and accept a grant from the US Fish & Wildlife Service in the amount of \$6,000.00 and approve the expenditure of funds.

SUMMARY:

The purpose of this project is to increase the presence of local law enforcement personnel to insure boating safety on the Narrow River, with emphasis on the portion of the river between Middlebridge and Sprague Bridge. The funds will be used to pay patrol officers to take out Patrol Boat II to monitor the traffic on the Narrow River.

Narragansett Police Department may utilize mutual aid with state agencies such as DEM to fill over time slots that the Narragansett PD is unable to fill.

ATTACHMENTS:

1. Statement of Scope of Work; Narrow River Harbor Patrols

SCOPE OF WORK
Narrow River Harbor Patrols
Town of Narragansett, Washington County, Rhode Island

Part I. GENERAL
NARROW RIVER HARBOR PATROLS

1.0 PROJECT BACKGROUND AND PURPOSE:

During the 2016/2017 winter, the U.S. Fish and Wildlife Service (Service) in collaboration with partners are completing an estuary habitat restoration project between Middlebridge and Sprague Bridge in the Narrow River. The project includes dredging of material to a depth of four feet from tidal flats and shallows in the river channel, and strengthening of adjacent saltmarsh riverbanks.

During summer months, this portion of the river receives heavy recreational boat traffic, both motorized and non-motorized. The heavy concentration of watercraft along with relatively narrow channels makes separation of boating traffic difficult. A fatality occurred in this area due to the circuitous and complicated nature of the boating channel.

The restoration actions will result in widening the channel available to boaters, but will be a significant change compared to past boating routes. To insure the safety of the public and the need to educate boaters of changes to the river channel, additional law enforcement presence is needed within the first two boating seasons.

The Town of Narragansett (Town) and the Service recognize that changes made to the river channel could pose additional hazards if the boating public is not made aware of the changes, and further that the changes to the river channel can have beneficial effects of reducing boat wake erosion on saltmarsh shorelines, if new boating patterns can be established and followed. The restoration will also allow a better disaggregation between motorized and non-motorized craft, if the public is made aware of the changes in the river channel.

The purpose of this project is to increase the presence of local law enforcement personnel to insure boating safety, public education regarding the new channel, and to take advantage of the new channel configuration to reduce erosion on saltmarshes and provide a safer distance between motorized and non-motorized watercraft.

1.1 Scope

For the 2017 boating seasons, the Town will provide duly authorized and uniformed law enforcement officers to patrol the Narrow River, with emphasis on that portion of the river between Middlebridge and Sprague Bridge.

1.2 Qualifications and Jurisdiction

A. Qualifications.

At least one patrol person must be duly authorized by the State of Rhode Island or Town to enforcement all ordinances and laws applicable to the Narrow River. Officers may be either Town or State Officers.

B. Jurisdiction.

Federal lands within the John H. Chafee National Wildlife Refuge are in concurrent jurisdiction. State and Local officers may enforce local ordinances on these properties, as well serving as witnesses for infraction of federal regulations if such need arises, such as trespassing or damage to resources.

1.2.1 Equipment and Materials

All equipment (such as boats) and supplies will be provided by the Town.

1.2.2 Timing and Frequency of Patrols

A. Boating Season

Patrols will be conducted between May 31, 2017 and September 1, 2017. Patrols outside these dates may be considered in consultation with the Service. This contract may be extended to cover the 2018 boating season subject to fund availability.

B. Frequency of Patrols

The frequency of patrols will, as a minimum, be conducted on a bi-weekly basis during the boating season. At least one patrol must be conducted on a weekend day. Some modification may be needed to accommodate officer discretion.

C. Duties

Law Enforcement Patrols will monitor compliance with safe boating practices and take action as considered appropriate by the officer. Patrol will also inform and educate the public on the new river channel, any potential hazards present.

2.0 QUALITY ASSURANCE

Implementation of all actions identified in this statement of work is subject to pre-approval by the USFWS.

PART II. BUDGET, PAYMENT AND SUBMITTALS

1.0 BUDGET and PAYMENTS

1.1.1 Contract amount: Not to exceed \$6,000.00

1.1.2 Contract Period May 1, 2017 through October 31, 2017. This contract may be extended to cover the 2018 boating season dependent upon fund availability.

PART III. PROJECT CONTACT

1.0 AGENCY PROJECT CONTACT

The primary and technical contacts for this project are:

Douglas Beaudreau, Federal Law Enforcement Officer

Rhode Island National Wildlife Refuge Complex

50 Bend Road, Charlestown, RI 02813

douglas_beaudreau@fws.gov

[\(401\) 213-4405 office](tel:(401)213-4405)

1.1 CONTRACTOR CONTACT:

XXXXXX

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 2

Amend No. _____

Date Prepared: December 27, 2016
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Steve Wright, Director Parks and Recreation
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Purchase of One GameTime Tunnel-Up Crawl Tube

RECOMMENDATION:

That the Town Council approves the purchase of one Tunnel-Up Crawl Tube for George "C" Park from GameTime C/O MRC, in the amount of \$3,454.07.

SUMMARY:

The original GameTime Tunnel-Up Crawl Tube is one component of a larger playground structure that was installed in 2000 and has been worn and vandalized over the years but recently to the point where the tube is a potential safety hazard. The price provided is for parts only and the tunnel will be installed by the Parks Department for the 2017 season. The purchase is for a GameTime 12655 Tunnel-Up Crawl Tube and associated tools needed for installation.

The Marturano Recreation Company (MRC) is an exclusive distributor of GameTime parts and has the RI contract as per the attached document. In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, I, the Purchasing Manager, have determined this to be a sole source item.

Funding is available in the Parks & Recreation Capital Projects Account #00200810 57030, Park Rehabilitation.

ATTACHMENTS:

1. Quotation from GameTime, C/O MRC, dated 12/19/16
2. Sole source letter from GameTime, C/O MRC.



A PLAYCORE Company

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

QUOTE #128559

12/19/2016

RI Narragansett Town of Geroge C Field Crawl Tube

Narragansett Town of
Attn: Joe Harvey
170 Clark Road
Narragansett, RI 02882
Phone: 401-789-7350
Fax: 401-788-2556
jharvey@narragansettri.gov

Project #: P83689
Ship To Zip: 02882

Table with 5 columns: Quantity, Part #, Description, Unit Price, Amount. Contains two main rows of equipment and tools.

Unable to locate original order. Replacement determined from pictures.

SubTotal: \$3,197.00
Freight: \$257.07
Total Amount: \$3,454.07

INSTALLATION AND OFFLOADING OF EQUIPMENT AT DELIVERY NOT INCLUDED ON THIS PROPOSAL.

TAX EXEMPTION CERTIFICATE REQUIRED WHEN ORDERING OR TAXES WILL BE APPLIED.

mm





A PLAYCORE Company

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

QUOTE #128559

12/19/2016

RI Narragansett Town of Geroge C Field Crawl Tube

This quotation is subject to policies in the current GameTime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GAMETIME, c/o Marturano Recreation. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing F.O.B. factory, firm for 30 days from date of quotation unless otherwise stated above. PAYMENT TERMS: Check in full at time of order made payable to GameTime.

TAXES: State and local taxes, If applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your check in full, signed quotation and color selections.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, check in full and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____
Signature: _____ Date: _____
Title: _____ Phone: _____
Email: _____
Facsimile: _____ Purchase Amount: \$3,454.07

Order Information:

Bill To: _____ Ship To: _____
Contact: _____ Contact: _____
Address: _____ Tel: _____
Address: _____ Address: _____
City, State, Zip: _____ City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Quote prepared by: Rita Mauldin



150 GameTime Drive
Fort Payne, Alabama 35967
Direct telephone: 256/997-5255
Direct Facsimile: 256/997-5455
Email: dking@gametime.com
www.gametime.com



A PLAYCORE Company

May 4, 2011

TO WHOM IT MAY CONCERN

AUTHORIZED SALES REPRESENTATIVE

This is to certify Marturano Recreation Company is the exclusive sales representative and sole source within the States of New Jersey, New York, Massachusetts, New Hampshire, Vermont, Maine, Connecticut, Rhode Island and the Pennsylvania counties of Bucks, Montgomery, Delaware and Philadelphia authorized to sell and distribute GameTime products and the only source for GameTime replacement parts.

Maturano Recreation Company has represented GameTime exclusively since 1974.

As GameTime's representative, Marturano Recreation Company has the authority to bid and enter into contracts for playground equipment on GameTime's behalf. Please refer all orders and inquiries for product information, pricing, safety surfacing, and installation to GameTime, c/o Marturano Recreation Company.

Thank you for considering GameTime products.

GAMETIME DIVISION

A handwritten signature in black ink, appearing to read "D. R. King". The signature is stylized and written over a horizontal line.

Donald R. King
Director of Sales Administration

cc: Marturano Recreation Company

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 3

Amend No. _____

Date Prepared: January 4, 2017
Council Meeting Date: January 17, 2017

TO: Honorable Town Council

FROM: Susan E. Healy, Human Resources Manager

SUBJECT: Annual Renewal of Coastline EAP Services for 2017

RECOMMENDATION:

That the Town Council approves the annual renewal of Coastline Employee Assistance Program services for 2017 in the amount of \$3,465.

Coastline EAP provides resources for employees in order to identify and resolve personal concerns that affect job performance. The EAP helps to prevent, identify, and resolve these issues; thereby enhancing employee and workplace effectiveness, morale, and productivity.

The annual renewal fee, which did not increase from the 2016 fee, is budgeted for in the Human Resources Professional Services budget.

ATTACHMENTS:

1. Coastline EAP Invoice

Coastline EAP

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of January 2017, by and between **Coastline EAP**, a non-profit Rhode Island corporation, ("Coastline EAP"), and **Town of Narragansett** ("Employer").

Coastline EAP establishes and operates employee assistance programs for the employees and their family members of federal, state, and private employers and for the members of trade, professional, and other non-profit associations and societies. In consideration of the mutual covenants set forth herein, the parties therefore agree as follows. Coastline EAP will provide core services to employees to include:

1. Scope of Services.

EAP Core Services include:

Case Management - of variable duration based on employee's needs; Consultation – Human Resources, Managers, Loss Prevention.

Work/Life Services - Child Care, Adoption, Elder Care, Disabled Dependent Care, Financial, Legal

Critical Incident Stress Management (CISM) Services - Onsite support for any traumatic events.

Forensic Evaluation - In matters involving employer concern about violence and/or threats to others' safety, Coastline EAP may assist Employer with locating forensic specialty providers external to the EAP. At all times, the Employer is responsible for working directly with their selected provider as well as directly making payment arrangements for the forensic evaluation. All decisions regarding return-to-work, retaining or dismissing employees remain with the Employer.

Professional Services for Management

- Management consultation for resolution of job performance problems, conflicts in the workplace, discrimination/harassment issues and other employee-related management concerns.
- Management referral served the same or next business day.
- Supervisor training on recognizing and documenting job performance problems and effective motivation for employees to use the EAP.
- Monthly supervisor orientation webinars.
- Customized reporting of program statistics.
- Worksite trauma response services.
- Monthly supervisor newsletter

Professional Services for Employees

- Immediate, unlimited contact with our master's-level, EAP professional staff via a toll-free helpline.
- 24 hours/day, 365 days/year crisis support.
- Assessment and crisis support for a full spectrum of work/life problems offered the same or next business day.
- Consultation for legal, financial, elder care, child care and dependent care resources included in EAP program fees.
- Referral, when needed, to most effective helping resources in terms of expertise, location, cost and availability.
- Unlimited follow-up and support services.
- Employee orientation sessions.
- Up to **two**, one-hour, webinar, audio conferencing or on-site specialized presentations.
- Quarterly webinars on Coastline EAP-selected work/life topics.
- One on-site benefit fair annually.
- Brochures, posters, wallet cards and other promotional material.
- Monthly employee newsletter in English and Spanish.
- Current mental health, wellness and other information, with daily updates, available on our website.

2. **Term.** This Agreement shall commence on **January 1, 2017** and renew on an annual basis until terminated as provided below.

3. **Termination.** Either party may terminate this Agreement, without cause, at any time, upon sixty (60) days' prior written notice to the other party, and with cause, immediately. In the event of any termination, whether with or without cause and whether by Coastline EAP or by Employer, Employer agrees to undertake any action necessary or appropriate, and to cooperate with Coastline EAP, in order to prevent abandonment, as that term is commonly understood among

professional healthcare providers, of any and all Employees to whom Coastline EAP is then providing any of the Services. Fees will be prorated in the event the contract is terminated prior to the end of a contract year pursuant to the provisions contained in this paragraph.

4. **Insurance.** Coastline EAP shall maintain comprehensive general liability insurance with a limit of not less than one million dollars (\$1,000,000) each bodily injury and property damage combined single limit per occurrence and three million dollars (\$3,000,000) bodily injury and property damage combined annual aggregate. Coastline EAP shall further maintain professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) combined annual aggregate on behalf of all Coastline EAP employees who provide services to employees of Employer.
5. **Indemnification.** Coastline EAP shall defend, indemnify and hold harmless Employer, its officers, employees and agents from and against any and all liability, loss, damage and expense, including, but not limited to, reasonable attorneys' fees, which results from the performance of this Agreement, but only to the extent that such liability, loss, damage and expense is directly caused by the sole negligent or intentional act or omission of Coastline EAP, its officers, employees and agents. Employer shall defend, indemnify and hold harmless Coastline EAP, its officers, employees and agents from and against any and all liability, loss, damage and expense, including, but not limited to, reasonable attorneys' fees, which results from the performance of this Agreement, but only to the extent that such liability, loss, damage and expense is directly caused by the sole negligent or intentional act or omission of Employer, its officers, employees and agents.
6. **Fees.** As compensation for the services provided in this Agreement, Employer shall pay to Coastline EAP the amount delineated in number 12. In agreeing to this compensation, Employer agrees to notify Coastline EAP in writing if its workforce increases or decreases by more than ten (10%). The Parties shall agree to compensation under any Renewal Term prior to the start of such Renewal Term; such compensation shall consider the then total number of persons employed (full and part-time) by the Employer.
7. **Confidentiality.** Coastline EAP's employees, agents and subcontractors will maintain the confidentiality of Employer's Personal Health Information (PHI) that they receive under this agreement. Subcontractors, as business associates of Coastline EAP, will sign HIPAA-compliant Business Associate Agreements (BAA) with Coastline EAP. Employer agrees and acknowledges that Coastline EAP's records, statements, memoranda and communications, whether written or oral, are confidential and will not be disclosed or redisclosed without the consent of Coastline EAP, and the Employee who is the subject of the particular record(s), statement(s), or communication(s) in question except as permitted by applicable federal and state laws and regulations, and that any such disclosure or redisclosure will comply with all applicable federal and state laws.
8. **Entire Agreement.** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.
9. **Written Modification.** This Agreement may not be modified or amended except by a writing duly executed and signed by the parties hereto.
10. **Notices.** All notices or communications required or permitted to be served by the provisions of this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by certified or registered mail to the addresses set forth below.
11. **Governing Law.** This Agreement shall be construed by and in accordance with the laws of the State of Rhode Island.
12. **IN WITNESS WHEREOF,** the parties have executed and delivered this Agreement as of the day and year first written above. The parties of this Agreement agree that the Employer shall pay to Coastline EAP **\$3,465.00** computed at the rate \$21.00 per employee/year.

January 4, 2017

Coastline EAP

300 Centerville Road, Suite 301 South
Warwick, Rhode Island 02886

By: _____
Judith G. Hoffman

Title: Executive Director
800-445-1195 401-732-9444

Town of Narragansett

25 Fifth Avenue
Narragansett, RI 02882

By: _____

Title: _____



300 Centerville Road, Suite 301 S
Warwick, RI 02886

Invoice for EAP Services

Invoice #

4315

1/4/2017

Ms. Susan Healy
Human Resources Manager
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882

Billing Cycle	Annual Billing
Annual	Jan. 1, 2017 - Dec. 31, 2017

Description	Annual Amount	Employees	Amount Per Employee	Amount Due
For program management and professional services rendered by Coastline EAP.	3,465.00	165	21.00	3,465.00

Total Amount Due	\$3,465.00
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We appreciate your business.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 4
Amend No. _____

Date Prepared: December 27, 2016
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Steve Wright, Director Parks and Recreation
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Purchase of Receptacles and Covers for Veteran's Park

RECOMMENDATION:

That the Town Council approves the purchase of four (4) DuMor 32-gallon trash receptacles and twelve (12) steel flat covers for the Pier Parks from O'Brien & Son's, Inc., in the amount of \$6,220.00.

SUMMARY:

The purchase of these four (4) 32-gallon receptacles will replace four old rusted trash barrels in Veteran's Park with new decorative trash receptacles. The steel covers will replace the poly covers in the older models that become dislodged in wind and storm events. Over the past four years, the Parks Department has been replacing the amenities in Gazebo Park, Veteran's Park, the beach and along the seawall with material that withstands the saltwater/air elements, has low maintenance and integrates with the new landscape of the parks/beach (items such as park benches, trash barrels, corrals, decks, building materials, etc.). The receptacles and covers are manufactured by DuMor Site Furnishings.

The manufacturer's product line is distributed exclusively in Rhode Island by O'Brien & Sons, Incorporated. Please see the sole source distributor letter attached. In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, I, the Purchasing Manager, have determined this to be a sole source item.

Funding is available in the Parks & Recreation Capital Projects Account #00200810 57030, Park Rehabilitation.

ATTACHMENTS:

1. Quotation from Obrien & Sons' Inc., dated December 20, 2016
2. Sole source distributor letter from DuMor Site Furnishings.



M.E. O'BRIEN & SONS, INC.
 93 West Street - P O Box 650 / Medfield MA 02052
 508-359-4200 (phone) / 508-359-2817 (fax)
SDO Certified WBE (MA Only)

REVISED - QUOTATION

Date: December 20, 2016

Job: Narragansett Park & Recreation

Location: Narragansett, RI

Salesman: Meghan A. O'Brien Taylor, President /kh Meghan@obrienandsons.com

Attention: Joe Harvey jharvey@narragansetttri.gov

We are pleased to offer our quotation on the following for the above subject job:

<u>QTY</u>	<u>M#</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>TOTAL</u>
(8)	CRV-30-FTO	Trash Lids; 25 3/8" diameter steel flat cover, 10" opening; Black	\$115.00	\$920.00
(4)	CVR-30-RC-0075	25 3/8" diameter recycling lids with white lettering; 4" hole with decal	\$180.00	\$720.00
(4)	70-32-PLC	32 gallon receptacles with (2) CRV-30-FTO and (2) CVR-30-RC-0075) lids ❖ Walnut recycled plastic and black powdercoat	\$1,050.00	\$4,200.00
			Delivery	\$380.00
			Total	\$6,220.00

****PLEASE READ – IMPORTANT NOTES – PLEASE READ****

- ◆ Contractor/Customer is responsible for quantity, color and product confirmation.
- ◆ M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Please confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- ◆ Prices quoted are for 2016, are firm for 30 days and subject to review thereafter.
- ◆ Prices based on quantities listed. Any change to quantities may impact prices quoted.
- ◆ Prices are for materials only unless otherwise noted.
- ◆ Prices do NOT include off-loading, lift-gate (lift-gate is additional charge) or inside delivery.
- ◆ Prices do NOT include sales tax, resilient surfacing or installation, unless noted above.
- ◆ Standard manufacturer's design, colors, specifications, and construction apply.
- ◆ If ordered, upon receipt inspect entire delivery carefully, noting on delivery receipt ANY damage so a freight claim can be filed if damage is found after opening package(s).
- ◆ Retainage does not apply.
- ◆ Returns must be made within 30 calendar days of receipt of order. Customer is responsible for re-stocking fee plus shipping charges (to and from) for all returned items.
- ◆ Terms are: to be arranged - 1st order requires 50% deposit & execution of credit application.
- ◆ Allow 6 to 8 weeks for delivery of materials after receipt of order and architectural approval if required.

If we can be of further assistance, please feel free to contact us. *Thank you!*



January 26, 2016

To Whom It May Concern:

This will serve as official notice that M.E. O'Brien & Sons Incorporated, 93 West Street, Medfield, Massachusetts 02052, is the sole authorized representative for DuMor, Inc. for the six New England states. All proposals, purchase orders and payments for DuMor products are to be transacted through M.E. O'Brien & Sons Incorporated, at the address indicated above.

Respectfully,

A handwritten signature in black ink, appearing to be "S. Shapard". The signature is written in a cursive style with a large initial "S" and a long, sweeping tail.

Stephen Shapard
Sales Manager

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 5
Amend No. _____

Date Prepared: December 21, 2016
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Sean Corrigan, Chief of Police
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Purchase & Installation of Equipment for Police Vehicle

RECOMMENDATION:

That the Town Council approves the purchase and installation of equipment for Police SUV #29 from Patrol Data, in the amount of \$6,298.95.

SUMMARY:

Initially, the Town Council approved the purchase of three (3) new cruisers from MHQ and necessary vehicle equipment/accessories to be installed by Patrol Data in August 2016. The Police Dept. was going to set up two of the cars as patrol vehicles and use the third one as a Lieutenant vehicle which doesn't come with all of the equipment that is necessary in a patrol car. Then, the K9 car was totaled in an accident and the PD had to use another vehicle to replace the K9 car. Subsequently, the vehicle which was going to be for Lieutenant use, now has to be used as a regular patrol car and equipped as such. The attached quote of \$6,298.95 includes the purchase and installation of all necessary equipment for a patrol vehicle. These items are for the new Police SUV #29.

The initial purchase order for Patrol Data (for all three (3) vehicles) was closed out with funds remaining, knowing that it would cost much more money to outfit the car as a patrol vehicle as opposed to a Lieutenant's car.

In the recent past, a few vendors (including MHQ) have been asked to provide quotes for this type of work and equipment. Patrol Data offered the lowest price and by far the quickest turn-around time at one week. We have waited as long as seven months for MHQ to service and install the equipment on our vehicles. The only other vendor in RI that the department is aware of to supply this special equipment for Police departments quoted higher pricing and had a turn-around time of two months.

Funding is available in the Police Department Capital Projects Account #00200190 57522, Vehicle Replacement.

ATTACHMENTS:

1. Estimate from Patrol Data #7322, dated November 21, 2016.



PATROL DATA

60 Alhambra Road, Suite 6
Warwick, RI. 02886

Estimate

Date	Estimate #
11/21/2016	7322

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

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

Project

Item	Description	Qty	Rate	Total
Installation	Installation		1,335.00	1,335.00
Radio Installation	Installation of 2 way radio and customer owned siren	1	265.00	265.00
PDSS101	Wiring,Breakers,Relay, power and grounds studs,switches, shipping	1	250.00	250.00
PB400 Aluminum ...	Push bar	1	292.60	292.60
MCRNTB	Stud Mount Ions for Ford Utility grille Blue	2	82.50	165.00
MPS650	Federal Signal Micro Pulse Lighthouse Hood Mount white	2	87.12	174.24
S-2009	Triton 100W Siren Speaker W/Bracket	1	87.12	87.12
FHL-CHG	Headlight (wigwag) flasher for 2017 Ford	1	52.80	52.80
A-0609P	Apollo Passenger Interior Lightbar BLUE/WHITE With Flood	1	315.00	315.00
C-VS-1308-INUT	21" vehicle specific console for 2013-2017 Ford	1	289.58	289.58
C-CUP2-1-A11	Angled dual cup holder	1	29.11	29.11
C-LP-3	3 Lighter Plug Outlets	1	30.75	30.75
C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL 2500,	1	0.00	0.00
C-ARM-103	Armrest For Top Mount, Console, Large Pad	1	81.80	81.80
FN-0216D	Fusion® 200 Dual Color RED/BLUE REAR Side Cargo Windows	2	139.92	279.84
MPS600U	MicroPulse Ultra 6 Color- BLUE/BLUE rear hatch when open	2	93.39	186.78
FHL-Tail	LED Tail Light Flasher Ford Utility 2017 Rear LED Tail Light Flasher	1	46.38	46.38
MPSM6-FPIURS2	Bracket for Micropulse LED rear upper of Ford Utility	1	39.60	39.60
MPS600U	MicroPulse Ultra 6 Color-Blue 4 for rear upper light bar	4	95.04	380.16
MPS600U	MicroPulse Ultra 6 Color-Blue/Red rear upper light bar	1	95.04	95.04
MPS600U	MicroPulse Ultra 6 Color-Blue Amber rear upper light bar	1	83.95	83.95
Mirror Beam ION	Mirror Housing Vehicle specific w/ ION Lighthouse BLUE	1	255.20	255.20
Ford Utility/Explo...	Rain Vent and Rain Shades	1	71.50	71.50
MPS1200	MPS1200 LED Micropulse Blue/White Front of push bar on each side of speaker	2	117.70	235.40
MPS1200	MPS1200 LED Micropulse Blue side push bar	2	108.90	217.80

Total



PATROL DATA

60 Alhambra Road, Suite 6
Warwick, RI. 02886

Estimate

Date	Estimate #
11/21/2016	7322

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

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

Project

Item	Description	Qty	Rate	Total
TK0241ITU12	Setina 2 draw Cargo box upper draw locks	1	1,039.30	1,039.30
			Total	\$6,298.95

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 6

Amend No. _____

Date Prepared: January 5, 2017
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Sean Corrigan, Police Chief
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Purchase of Dell Computers, Monitors, & Laptops for PD

RECOMMENDATION:

That the Town Council approves the purchase of replacement Dell computers, monitors, laptops & accessories from Zones, Inc. in the amount of \$9,488.69, utilizing the National Joint Powers Alliance (NJPA) contract.

SUMMARY:

On December 19, 2016 Town Council approved the acceptance of the most recent Byrne/Justice Assistance Grant (JAG) in the amount of \$13,795.00. The Police Department would like to use a portion of these funds for the purchase of new technology upgrades, including computers, monitors, and laptops.

The attached two (2) quotes from Zones, Inc. are for the purchase of Dell equipment, including: seven (7) OptiPlex computers; seven (7) monitors; one (1) Latitude laptop; one (1) XPS 13 laptop; and one (1) Active Pen/stylus. Both quotes total \$9,488.69.

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

Funding is available in the Police Department Grant Account #0807504 50252, Grant Expenses.

ATTACHMENTS:

1. Quotations (2) from Zones, Inc., dated 1/5/2017.

ZONES™

1/5/2017

Bill To:
TOWN OF NARRAGANSETT
25 FIFTH AVENUE
NARRAGANSETT, RI 02882
Phone : (401) 789-1044

Ship To:
SUSAN GALLAGHER
TOWN OF NARRAGANSETT
40 CASWELL STREET
NARRAGANSETT, RI 02882
USA

Account # 0071064000
Quote : K0558633
PO# :

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

REMIT PAYMENT TO:
ZONES INC
PO Box 34740
Seattle WA 98124-1740

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

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

Email:Michael.Nirenberg@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
O 00162805 SPO N	7	ZONES INC (ITD)	OptiPlex 7040 SFF	O 00162805 SPO	827.90	5795.30
O 00162805 SPO N	7	ZONES INC (ITD)	Dell 22 Monitor - P2217H	O 00162805 SPO	150.03	1050.21
			NJPA Contract 100614-ZNI			

ASK US ABOUT

Installation Services
 On-site Technical Services and Hourly Service Rates
 Remote Help Desk and Remote Network OS Support

Sub-Total: \$6845.51
Estimated Sales Tax: \$0.00
FedEx Ground: \$0.00
Grand Total: \$6845.51

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

24 Mo. \$1 Out lease for 343.51 per month
 36 Mo. \$1 Out lease for 246.10 per month
 Please Note: Lease Amounts Exclude Tax

ZONES INC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



CERTIFIED
 as an NMBC
MINORITY BUSINESS
ENTERPRISE
 by the NMBCDC

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

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

ZONES™

1/5/2017

Bill To:
TOWN OF NARRAGANSETT
25 FIFTH AVENUE
NARRAGANSETT, RI 02882
Phone : (401) 789-1044

Ship To:
SUSAN GALLAGHER
TOWN OF NARRAGANSETT
40 CASWELL STREET
NARRAGANSETT, RI 02882
USA

Account # 0071064000
Quote : K0558347
PO# :

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

REMIT PAYMENT TO:
ZONES INC
PO Box 34740
Seattle WA 98124-1740

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

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

Email:Michael.Nirenberg@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
O 00162805 SPO N	1	ZONES INC (ITD)	Latitude 7275	O 00162805 SPO	1236.93	1236.93
O 00162805 SPO N	1	ZONES INC (ITD)	XPS 13 9365	O 00162805 SPO	1373.10	1373.10
O 00162805 SPO N	1	ZONES INC (ITD)	Dell Active Pen	O 00162805 SPO	33.15	33.15
			100614-ZNI			

ASK US ABOUT

Installation Services
 On-site Technical Services and Hourly Service Rates
 Remote Help Desk and Remote Network OS Support

Sub-Total: \$2643.18
Estimated Sales Tax: \$0.00
FedEx Ground: \$0.00
Grand Total: \$2643.18

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

24 Mo. \$1 Out lease for 132.63 per month
 36 Mo. \$1 Out lease for 95.02 per month
 Please Note: Lease Amounts Exclude Tax

ZONES INC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



CERTIFIED
AS AN
MINORITY BUSINESS
ENTERPRISE
by the **NMSDC**

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

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

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 7
Amend No. _____

Date Prepared: January 4, 2017
Council Meeting Date: January 17, 2017

TO: James Manni, Town Manager
FROM: Laura Kenyon, Finance Director
SUBJECT: Motor Vehicle & Real Estate Addendums

RECOMMENDATION:

That the Town Council approves the list of Motor Vehicle addendums in the amount of \$1,015.67 and the list of Real Estate addendums in the amount of \$29,716.38.

SUMMARY:

These Motor Vehicle addendums concern:

- (1) Several motor vehicles were inadvertently taxed in another jurisdiction; upon sufficient evidence these motor vehicles were abated and sent to Narragansett and added to the 2016 Motor Vehicle Addendum roll.

These Real Estate addendums concern:

- (1) Certificate of occupancies were issued on these properties; upon review by the Tax Assessor, per RIGL 44-5-13.25; adjustments were made to the total assessed value(s) and proration bills were issued to property owners and added to the 2016 Real Estate Addendum roll.

ATTACHMENT:

1. Copy of spreadsheet for real estate and motor vehicle addendums.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 8

Amend No. _____

Date Prepared: January 4, 2017
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Steve Wright, Director Parks and Recreation
SUBJECT: Beat the Chill, Climb the Hill 5K Road Race

RECOMMENDATION:

That the Town Council approves the request from the Monsignor Clarke School for their annual "Beat the Chill, Climb the Hill" 5K Road Race to be held on Saturday April 8, 2017 subject to approval of state and local regulations.

SUMMARY:

This road race is the 6th Annual "Beat the Chill, Climb the Hill" 5K road race, scheduled for Saturday, April 8, 2017 at 11 am. The race starts and finishes at the Monsignor Clarke School, and is a simple out and back course on Mumford Road, South Pier Road and Kingstown Road. There is an expectation of 100 participants for this race. Narragansett Police and Fire have reviewed and approved this race and will be hired if required. Liability insurance naming the Town of Narragansett as additionally insured will be provided prior to the race.

ATTACHMENTS:

1. Application for Special Use
2. Map
3. Request Letter

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

APPLICATION FOR SPECIAL USE

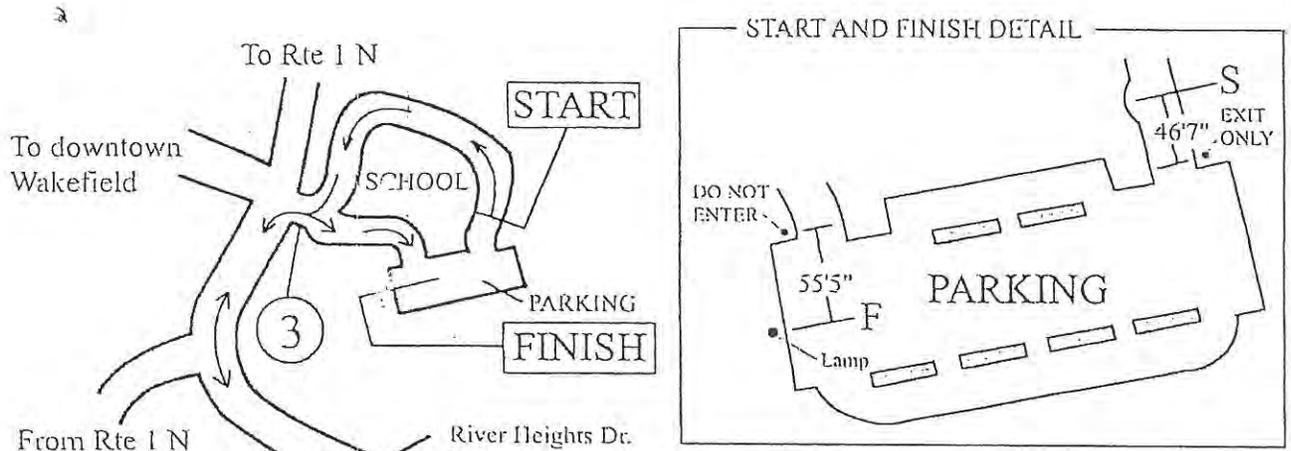
ROAD RACE/WALK-A-THON

TODAY'S DATE 1-3-17

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

1. NAME OF APPLICANT John Finnegan (Principal Monsignor Clarke School)
2. ORGANIZATION Monsignor Clarke School
3. ADDRESS 5074 Tower Hill Road Wakefield RI 02879
- E-MAIL jfinnegan@monsignorclarke.school.org
4. TELEPHONE (401) 789-0860
5. NATURE OF EVENT road race
6. DATE REQUESTED Sat April 8, 2017
7. TIME: 11 am
8. SITES, AREA, BUILDING REQUESTED Narr roads
9. COURSE LAYOUT see map attached
MAP OF COMPLETE COURSE ROUTE MUST BE ATTACHED.
10. WHO WILL PARTICIPATE IN THE RACE students, community runners
11. NUMBER OF PARTICIPANTS 100 SPECTATORS 50-75
12. WILL THERE BE ANY VOLUNTEERS? yes IF YES, HOW MANY 40+
13. WILL PARTICIPANTS OBTAIN ACCESS BY:
 - CAR (ESTIMATE NUMBER) will use school parking lot
 - BUS (ESTIMATE NUMBER OF PASSENGERS) n/a
14. DESCRIBE IN DETAIL ANY SPECIAL SERVICES REQUESTED n/a
15. WILL THERE BE ANY ADVERTISING USED? yes IF YES, WHAT TYPE flags/flyers/banners
16. WOULD YOU LIKE THIS EVENT ADVERTISED ON OUR WEB SITE? yes
17. ANY VENDORS PROVIDING SERVICES? yes IF YES, NO GOODS FOR SALE UNLESS APPROVED IN WRITING AS PART OF THIS APPLICATION.
18. IS ADDITIONAL FIRST AID NEEDED? no

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



START: The start line is 46'7" north of an "Exit Only" sign. It is directly across from a storm grate and almost even with a lamp pole.

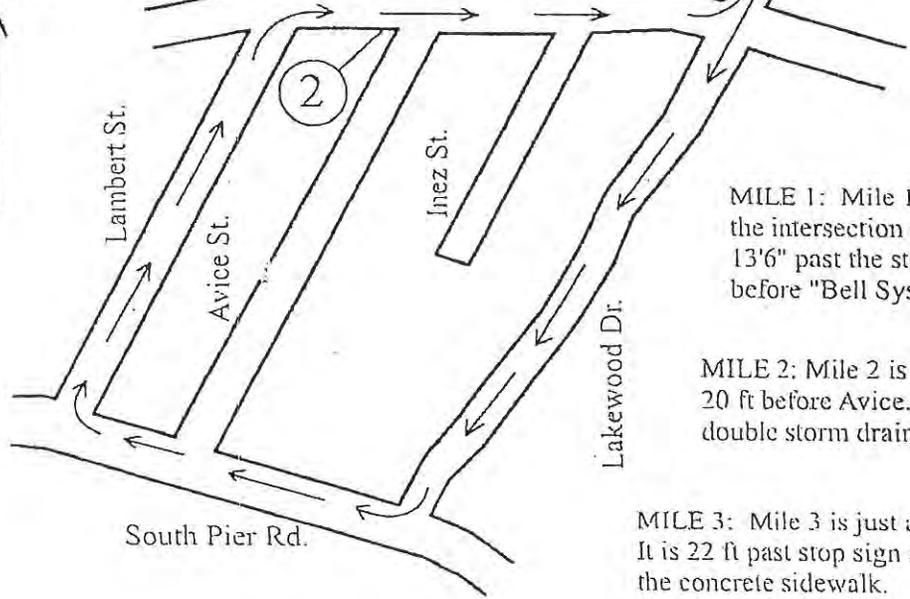
FINISH: The finish line is 55'5" past a "Do Not Enter" sign, and even with a lamp pole.

MCS 5K Road Race

"Beat the Chill, Climb the Hill"

Measured by Michael Tannaro, 12/24/2011

NORTH



MILE 1: Mile 1 is on Mumford, just at the intersection with Kingstown. It is 13'6" past the stop sign. It is about 1 ft before "Bell System" cover.

MILE 2: Mile 2 is on Kingstown, about 20 ft before Avice. It is 10'0" before double storm drains.

MILE 3: Mile 3 is just after turn into the school. It is 22 ft past stop sign and even with the end of the concrete sidewalk.

NOTE: Route was measured on shortest possible route. There are no restrictions on the running path.

CONDITIONS OF APPLICATION ACCEPTED

RACE EVENT & DATE: Beat the Chill, Climb + Koffill 5K
Sat. April 8, 2017

 John J. Imberger DATE 1/3/17
Conditions of Application Accepted [APPLICANT]

[Signature] Accept Denied DATE 1/3/17
Parks Director

Pen Email Accept Denied DATE 1/3/17
Public Works Director

Pen Email Accept Denied DATE 1/4/17
Police Chief w/Detail

Pen Email Accept Denied DATE 1/3/17
Fire Chief

_____ Accept Denied DATE _____
Town Manager

_____ Accept Denied DATE _____
Town Council

Town of Narragansett

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

Phone # (401) 782-0658

Fax # (401) 788-2553

Email form to recreation@narragansettri.gov

Msgr. Matthew F. Clarke School

5074 Tower Hill Road, Wakefield, Rhode Island 02879
(401) 789-0860 • Fax 789-3164

January 3, 2017

Dear Narragansett Town Hall Clerk,

I am writing to you on behalf of Monsignor Clarke School. We are seeking approval to host our sixth annual "Beat the Chill, Climb the Hill" 5k road race on Saturday, April 8, 2017 at 11am.

We are expecting approximately 100 runners, and I have enclosed a course map and safety plan to this application.

We will be obtaining liability insurance through USA Track and Field. I will forward a copy of the insurance to your office upon our receipt.

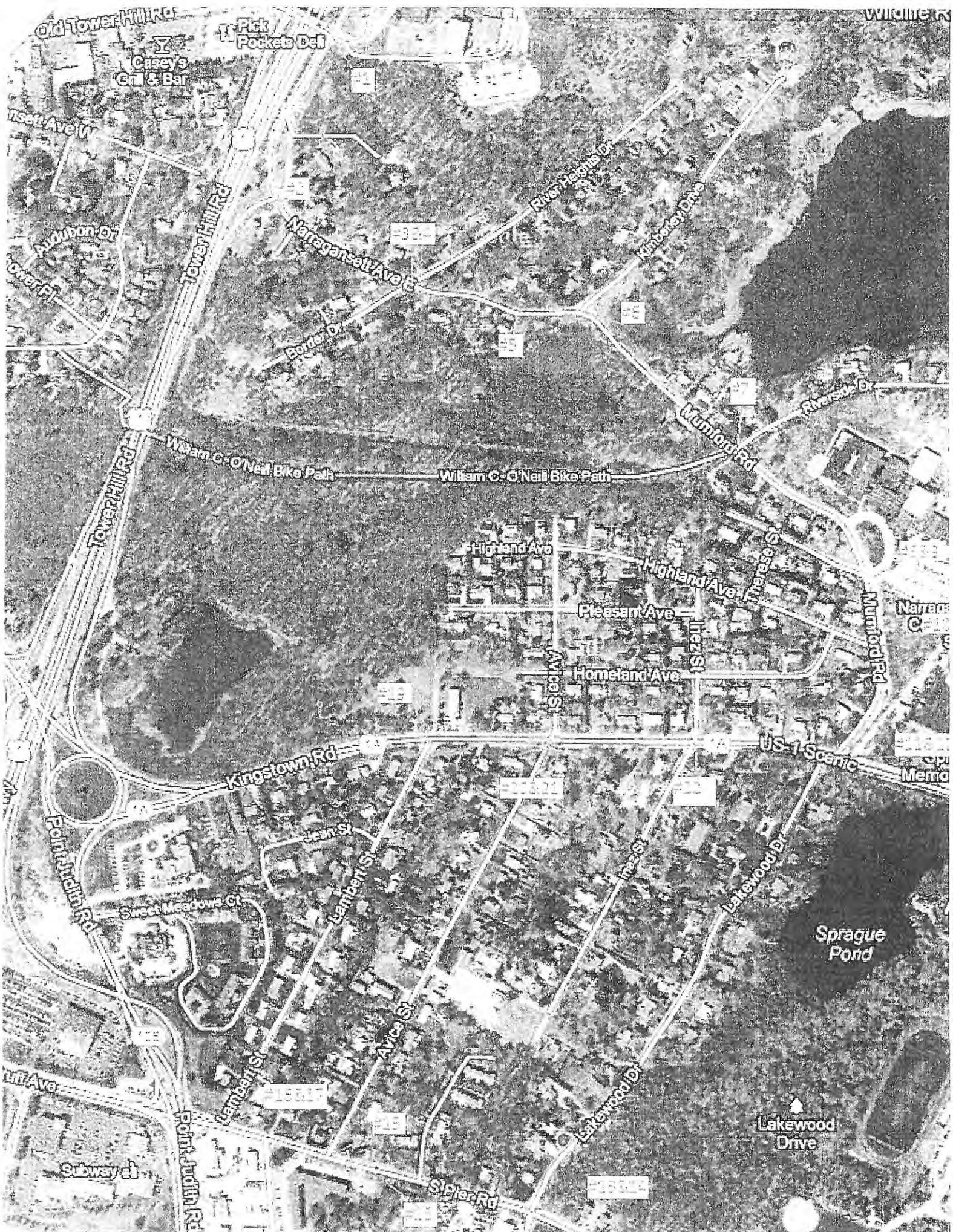
Please feel free to contact me should you have any questions at garzillilaw@gmail.com or via cell at (401) 644-6420.

Thank you for your time and consideration.

Very truly yours,



Lisa Garzilli



Old Tower Hill Rd

Pick Pockets Deli

Casey's Grill & Bar

Widener Rd

Nanagansett Ave

Tower Hill Rd

River Heights Dr

Kimberly Drive

Audubon Dr

Nanagansett Ave

Tower Hill Rd

Bond Dr

55

55

Mumford Rd

Riverside Dr

William C. O'Neil Bike Path

William C. O'Neil Bike Path

Tower Hill Rd

Highland Ave

Highland Ave

Therese St

Narragansett

Pleasant Ave

Homeland Ave

Mumford Rd

Kingsdown Rd

US-1 Scenic

Point Judith Rd

Sweet Meadows Ct

Lambert St

Lambert St

Airce St

Ima St

Lakewood Dr

Sprague Pond

Point Ave

Lambert St

Lakewood Dr

Lakewood Drive

Subway

Point Judith Rd

Slipper Rd

55

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 9

Amend No. _____

Date Prepared: January 4, 2017
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Steve Wright, Director Parks and Recreation
SUBJECT: NRPA 5K & 10K Road Race

RECOMMENDATION:

That the Town Council approves the request from the Narrow River Preservation Association for their annual "NRPA Road Race" to be held on Saturday May 20, 2017 from 8:30 a.m. to 1:00 pm, subject to approval of state and local regulations.

SUMMARY:

The Narrow River Preservation Association is requesting approval for their annual NRPA Road Race which is a 10K run accompanied by a 5K run and a 5K walk which is scheduled to take place on Saturday May 20, 2017, at 8:30 am starting and ending at the North Pavilion of the Town Beach. The Narragansett Police and Fire Departments have also reviewed the traffic plan and given their approval and will be hired if required for this race.

ATTACHMENTS:

1. Application for special use
2. Proposed Course Map

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

APPLICATION FOR SPECIAL USE

ROAD RACE/WALK-A-THON

TODAY'S DATE November 9, 2016

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

1. NAME OF APPLICANT Alison Kates
2. ORGANIZATION Narrow River Preservation Association
3. ADDRESS PO Box 8, Saunderstown, RI 02874
E-MAIL nrpa@narrowriver.org
4. TELEPHONE 401 () 588-0418
5. NATURE OF EVENT Road Race (10K Run, 5K Run, 5K Walk)
6. DATE REQUESTED Saturday, May 20, 2017
7. TIME: 8:30am registration, 10:00am start, cleared out by 1:00pm
8. SITES, AREA, BUILDING REQUESTED North Beach Pavilion (exterior)+ parking lot
9. COURSE LAYOUT Boston Neck Road to Treaty Rock Park in SK and return
MAP OF COMPLETE COURSE ROUTE MUST BE ATTACHED.
10. WHO WILL PARTICIPATE IN THE RACE General public, all ages, male and female
11. NUMBER OF PARTICIPANTS 200 to 300 SPECTATORS 50 to 100
12. WILL THERE BE ANY VOLUNTEERS? yes IF YES, HOW MANY 15
13. WILL PARTICIPANTS OBTAIN ACCESS BY:
 - CAR(ESTIMATE NUMBER) 100
 - BUS(ESTIMATE NUMBER OF PASSENGERS) _____
14. DESCRIBE IN DETAIL ANY SPECIAL SERVICES REQUESTED 110V ac outlet and water connection
15. WILL THERE BE ANY ADVERTISING USED? yes IF YES, WHAT TYPE signs/displays
16. WOULD YOU LIKE THIS EVENT ADVERTISED ON OUR WEB SITE? yes
17. ANY VENDORS PROVIDING SERVICES? no IF YES, NO GOODS FOR SALE
UNLESS APPROVED IN WRITING AS PART OF THIS APPLICATION.
18. IS ADDITIONAL FIRST AID NEEDED? no

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

CONDITIONS OF APPLICATION ACCEPTED

RACE EVENT & DATE: Narrow River Road Race, May 20, 2017

 Alison M. Kates DATE November 9, 2016

Conditions of Application Accepted [APPLICANT]

 Accept Denied DATE 11/3/17
Parks Director

PER EMAIL Accept Denied DATE 11/3/17
Public Works Director

PER EMAIL Accept Denied DATE 11/3/17
Police Chief W/DETAIL

PER EMAIL Accept Denied DATE 11/3/17
Fire Chief W/DETAIL

_____ Accept Denied DATE _____
Town Manager

_____ Accept Denied DATE _____
Town Council

Town of Narragansett

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

Phone # (401) 782-0658

Fax # (401) 788-2553

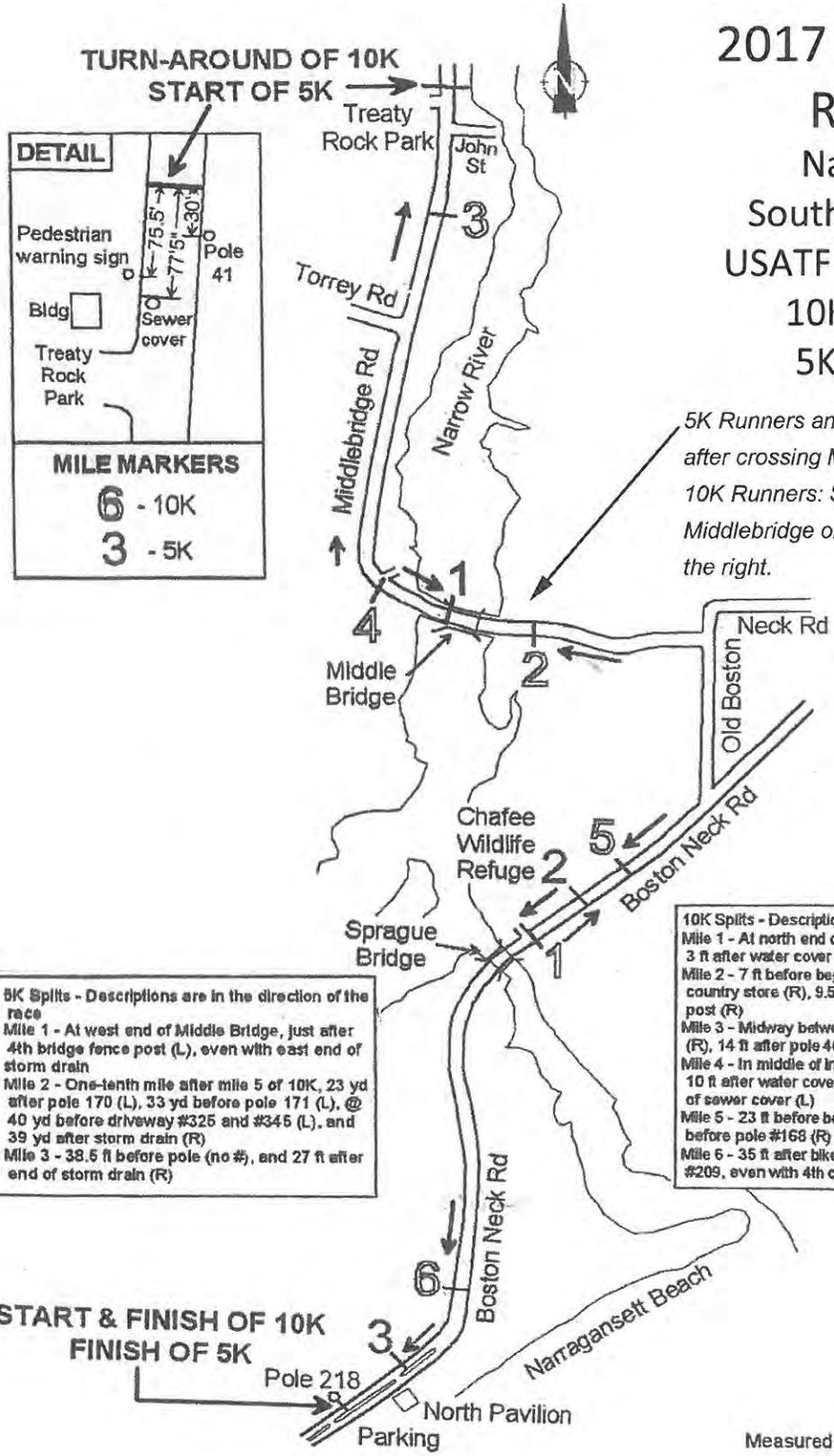
Email form to recreation@narragansettri.gov

2017 Narrow River Road Race

Narragansett - South Kingstown, R.I.

USATF Certified Courses

10K - RI06004RN
5K - RI06005RN



DETAIL	
	75.5'
	77.5'
	30'
Pole 41	
Treaty Rock Park	
MILE MARKERS	
6	- 10K
3	- 5K

5K Runners and Walkers: Move to the right after crossing Middlebridge.
10K Runners: Stay to the left until you cross Middlebridge on your return; then move to the right.

5K Splits - Descriptions are in the direction of the race
 Mile 1 - At west end of Middle Bridge, just after 4th bridge fence post (L), even with east end of storm drain
 Mile 2 - One-tenth mile after mile 5 of 10K, 23 yd after pole 170 (L), 33 yd before pole 171 (L), @ 40 yd before driveway #325 and #345 (L), and 39 yd after storm drain (R)
 Mile 3 - 38.5 ft before pole (no #), and 27 ft after end of storm drain (R)

10K Splits - Descriptions are in the direction of the race
 Mile 1 - At north end of entrance to wildlife refuge (L), 3 ft after water cover
 Mile 2 - 7 ft before beginning of front door to #95 country store (R), 9.5 ft after last telephone pole fence post (R)
 Mile 3 - Midway between Harcourt St (R) and River Ave (R), 14 ft after pole 46/5069
 Mile 4 - In middle of intersection with Lafayette St (L), 10 ft after water cover (L), and 14 ft before beginning of sewer cover (L)
 Mile 5 - 23 ft before beginning of stone wall (R), 33 yd before pole #168 (R)
 Mile 6 - 35 ft after bike route sign (R), 19 ft before pole #209, even with 4th curb crack before pole #209

CERTIFICATE OF INSURANCE

DATE: 12/29/2016

CERTIFICATE NUMBER: 20161228490416

AGENCY:

ESIX 3 LLC
d/b/a Entertainment & Sports Insurance eXperts (ESIX)
d/b/a Entertainment and Sports Insurance Agency (California)
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Narrow River Preservation Association
132 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

2017 Narrow River Road Race (5/20/2017 - 5/21/2017)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
X	Occurrence	PHPK1569618	11/1/2016 12:01 AM	11/1/2017 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
X	Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
X	Occurrence	PHUB561340	11/1/2016 12:01 AM	11/1/2017 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured as required by written contract or written agreement, but only for liability arising out of the negligence of the Named Insureds per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

Town of Narragansett
170 Clarke Road
Narragansett RI 02882

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:





Narragansett Parks & Recreation

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

Organization (If applicable): Narrow River Preservation Association (NRPA)

Contact Person: Alison Kates Phone: 401 588-0418 Fax: _____

Email: nrpa@narrowriver.org

Address: 60 Broad Rock Road Town: Peace Dale Zip: 02879

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

Event: Narrow River Road Race Number of Participants: 200 to 300

Dates: May 20, 2017 Start Time: 8:30 a.m. (Registration) End Time: 1:00 p.m.

Please give a brief description of your event (Please attach further documentation if needed):

The annual Narrow River Road Race includes a 10K run from Narragansett Beach to Treaty Rock Park in South Kingstown and back to Narragansett Beach, and a 5K run and 5K walk from Treaty Rock Park to the beach. Proceeds from the race fund scholarships and other NRPA educational initiatives and help offset the cost of NRPA River Watch, which tests water quality at 14 sites in the Narrow River Watershed.

Requested Facility(s)	
<input type="checkbox"/> Big Sprague	<input type="checkbox"/> Tennis Building
<input type="checkbox"/> Clarke Road	<input type="checkbox"/> Christofaro Park
<input type="checkbox"/> Little Sprague	<input type="checkbox"/> George C
<input type="checkbox"/> Boon Street	<input checked="" type="checkbox"/> Town Beach
<input type="checkbox"/> Eastwood Look	<input type="checkbox"/> Other
<input type="checkbox"/> Lights will be needed at the facility I am requesting	

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

Participation Waiver

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

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

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

Fee Due: _____

Signature: Alison M Kates Date: 11/9/2016

Director's Signature: _____ Date: 1/4/2017

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 10
Amend No. _____

Date Prepared: January 10, 2017
Council Meeting Date: January 17, 2017

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 approve 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.

The document before you contains the modifications to the agreement requested by OC Realty.

ATTACHMENTS:

1. Planning Board Recommendation
2. Easement Agreement incorporating Planning Board recommendations



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. DelVicarrio 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)

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (this “Easement Agreement”) is made this _____ day of January, 2017 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.** 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, or dimensional variance for any permitted use, specifically, a shopping center.

Parties acknowledge and agree that the Property and Easement Area shall not permit the following uses: crop/livestock farm, nursery, outdoor boat storage, kennels, commercial off-street parking lot, general auto repair and body shops, and vehicle washing.

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 our 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 reserve all of its rights for enforcement of the easement in either law or equity, for default or breach of this Easement Agreement including but not limited to termination and injunctive relief.

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; subject to Grantee's compliance with all the terms and conditions as set forth herein.

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: _____

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STATE OF RHODE ISLAND
COUNTY OF _____

On the ___ day of January, 2017, before me, personally appeared to me _____, duly authorized agent for O.C. Realty, LLC 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 in said capacity, and the free act and deed of O.C. Realty, LLC

Notary Public:
My Commission Expires: _____

STATE OF RHODE ISLAND
COUNTY OF _____

On the ___ day of January, 2017, before me, personally appeared to me _____, duly authorized agent for Town of Narragansett 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 in said capacity, and the free act and deed of the Town of Narragansett.

Notary Public:
My Commission Expires: _____

EXHIBIT A

***METES AND BOUNDS DESCRIPTION
PROPOSED EASEMENT - LOT 329***

October 2016

That certain parcel of land being a portion of assessor's plat P, lot 329, situated easterly of Pt. Judith Road, RI Route 108, State Highway Plat 2067, in the Town of Narragansett, County of Washington, State of Rhode Island and being bounded and described as follows.

Beginning at a point on the easterly line of SHP 2067, said point being the northwest corner of the parcel herein described;

Thence running southeasterly along the arc of a curve to the left having a radius of nineteen and $\frac{79}{100}$ (19.79') for a distance of twenty-two and $\frac{82}{100}$ (22.82') feet to a point of tangency;

Thence running easterly, bounded northerly by land now or formerly of DeAngelis for a distance of one hundred twenty-nine and $\frac{55}{100}$ feet (129.55') to a point of curvature;

Thence running northeasterly along the arc of a curve to the left having a radius of sixty and $\frac{00}{100}$ (60.00') for a distance of sixty-four and $\frac{83}{100}$ (64.83') feet to a point of tangency;

Thence continuing northeasterly for a distance of fifty-two and $\frac{14}{100}$ feet (52.14') to a point;

Thence turning and running easterly bounded northerly by a private ROW for a distance of five and $\frac{32}{100}$ feet (5.32') to a point;

Thence turning and running southeasterly bounded northeasterly by said private ROW for a distance of sixty-nine and $\frac{55}{100}$ feet (69.55') to a point;

Thence turning and continuing southeasterly bounded northeasterly by land now or formerly of Kelen Inc., for a distance of twelve and $\frac{55}{100}$ feet (12.55') to a point;

Thence turning and running southerly bounded easterly by said Kelen Inc. land for a distance of one hundred thirty-nine and $\frac{98}{100}$ feet (139.98') to a point;

Thence turning and running westerly bounded southerly by land now or formerly of the Town of Narragansett for a distance of sixty and $\frac{64}{100}$ feet (60.64') to a point;

Thence turning and running northerly bounded westerly by said Town of Narragansett Land for a distance of ninety-one and $\frac{56}{100}$ (91.56') feet to a point;

Thence turning and running westerly bounded southerly by said Town of Narragansett Land for a distance of one hundred twenty-one and $\frac{07}{100}$ feet (121.07') to a point;

Thence turning and running southwesterly bounded southeasterly by said Town of Narragansett Land for a distance of twenty-five and $\frac{60}{100}$ (25.60') feet to a point;

Thence turning and running southwesterly bounded southeasterly by said Town of Narragansett Land for a distance of thirty and $53/100$ feet (30.53') to a point;

Thence turning and running northwesterly along the easterly line of SHP 2067 for a distance of seventy-two and $94/100$ feet (72.94') to a point;

Thence turning and running northeasterly for a distance of five and $00/100$ feet (5.00') to a point;

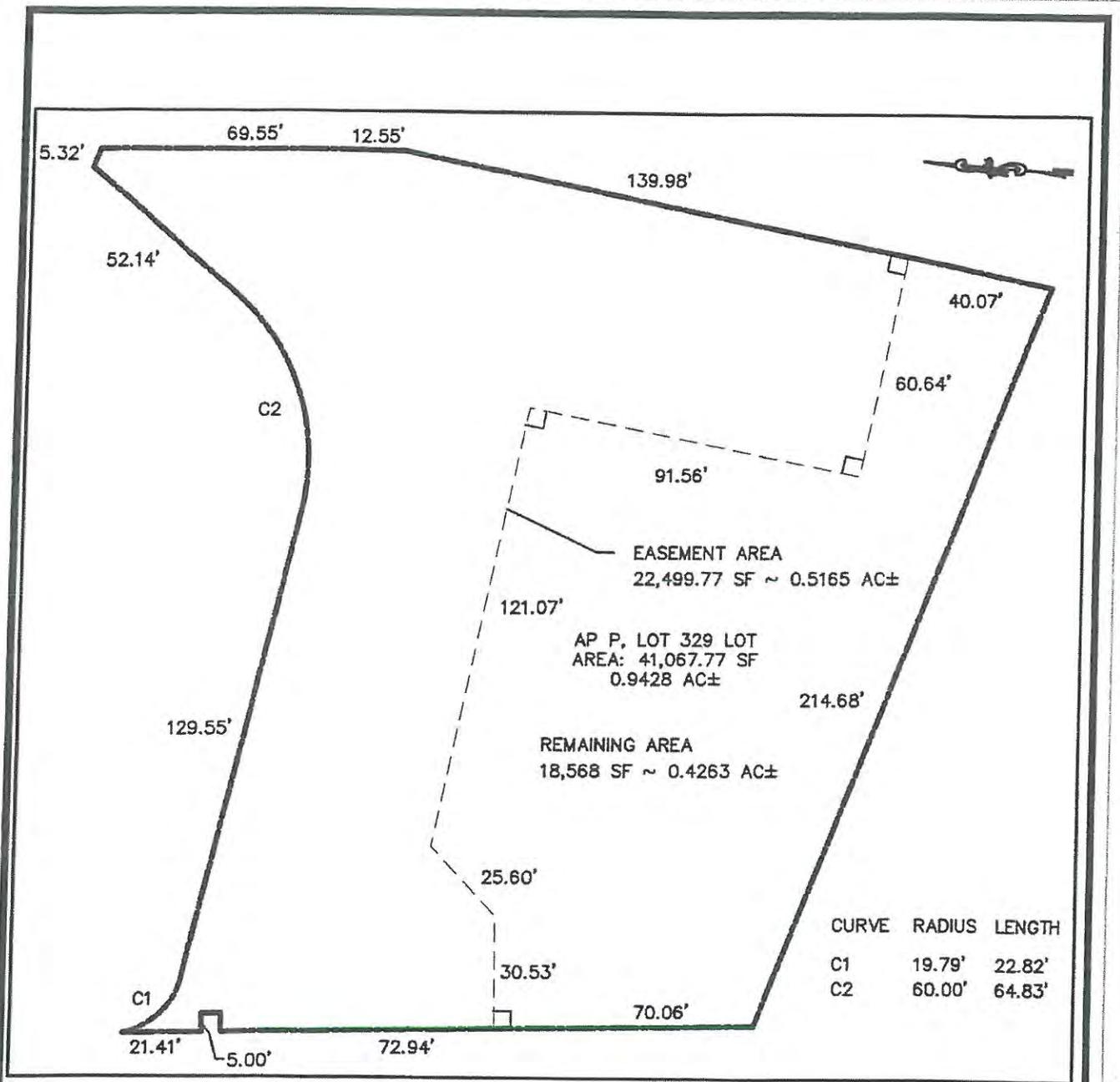
Thence turning and running northwesterly for a distance of five and $00/100$ feet (5.00') to a point;

Thence turning and running southwesterly for a distance of five and $00/100$ feet (5.00') to a point;

Thence turning and running northwesterly for a distance of twenty-one and $41/100$ feet (21.41') to the point and place of beginning;

Said parcel contains 22,499.77 square feet (0.5165 acres), be the same more or less.

EXHIBIT B



EASEMENT DETAIL

SCALE: 1"=40'



**MILLSTONE
ENGINEERING, P.C.**

CIVIL ENGINEERING • LAND PLANNING

220 Commercial Road, Building 6-12
Warrenton, Oregon 97146

Phone: (503) 861-3344 Fax: (503) 861-3343
www.MillstoneEng.com

ROADWAY EASEMENT

*PRIVATE ROW EXTENSION
ASSESSOR'S PLAT P, LOT 329*

NARRAGANSETT

RHODE ISLAND

OCTOBER
2018

SCALE:
1"=40'

1 OF 1

PROJECT NO.: 14.186.261

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 11
Amend No. _____

Date Prepared: January 10, 2017
Council Meeting Date: January 17, 2017

TO: Honorable Town Council
FROM: Susan Cicilline-Buonanno, President
SUBJECT: Clear River Energy Center – Burrillville, RI

RECOMMENDATION:

That the Town Council adopts a “Resolution Opposing the Siting of the Clear River Energy Center in Burrillville, Rhode Island”.

SUMMARY:

The Burrillville Town Council has requested that the Narragansett Town Council support their efforts in opposition of the siting of the Clear River Energy Center in Burrillville. The proposal is for a 1000 MW gas-powered power plant to be constructed in Burrillville.

ATTACHMENTS:

1. Request from Town of Burrillville
2. Proposed Resolution

From: Louise Phaneuf
Sent: Monday, September 26, 2016 1:50 PM
To: Louise Phaneuf
Subject: Proposed Power Plant

Good morning,

At a special meeting of the Burrillville Town Council held Thursday, September 22, 2016 at 7:00 p.m. in the Burrillville High School Auditorium, for and within the Town of Burrillville the Town Council considered and adopted a resolution opposing the siting of the Clear River Energy Center in Burrillville, RI. The vote was unanimous by the six members present. Attached is a copy of their resolution.

At the same meeting, the Town Council ordered that the resolution be sent to each of the Rhode Island City and Town Councils asking for support. The Burrillville Town Council asks that our sister Councils adopt similar resolutions opposing the siting of the Clear River Energy Center in Burrillville.

I respectfully ask that you forward this request for support to your Councils. Attached is a sample of a resolution they might consider – to be modified as they deem appropriate.

If anyone has questions about the project,
· the town has posted considerable documentation:
<http://www.burrillville.org/invenergy>
· as has the EFSB: http://www.ripuc.org/efsb/2015_SB_6.html

I am happy to answer any additional questions that might arise.

The resolutions, if adopted, should be sent to:
Todd Anthony Bianco, Coordinator
Todd.bianco@puc.ri.gov
Energy Facility Siting Board (EFSB)
Public Utilities Commission Office Building
89 Jefferson Boulevard, Warwick, Rhode Island

If you could copy me with any submissions to the EFSB I would be very grateful.

With sincere appreciation for your support and best regards,

Louise

Louise R. Phaneuf, Town Clerk
Town of Burrillville
105 Harrisville Main St.
Harrisville, RI 02830
(401) 568-4300, Ext. 124

TOWN OF BURRILLVILLE

Office of Town Clerk

Louise R. Phaneuf
Town Clerk



TOWN BUILDING
HARRISVILLE, R.I.

Telephone: (401) 568-4300 ext 124
FAX: (401) 568-0490
E-mail: townclerk@burrillville.org
RI Relay 1-800-745-5555 (TTY)

Burrillville Town Council Resolution Opposing the Siting of the Clear River Energy Center in Burrillville, RI

- WHEREAS, on October 29, 2015 Invenergy Thermal Development LLC filed an application to Construct the Clear River Energy Center Power Plant in Burrillville, RI with the Rhode Island Energy Facility Siting Board (EFSB); and
- WHEREAS, in the months since the filing of that application, the Town of Burrillville has conducted extensive study of the application with and through credentialed professionals, including studies of noise, water, traffic and air quality, among others; and
- WHEREAS, after considering expert testimony and conducting thorough public hearing the Burrillville Planning Board and Zoning Board of Review have advised the EFSB that Burrillville, RI is not a suitable site for the Clear River Energy Center; and
- WHEREAS, the Burrillville Building Inspector and Burrillville Tax Assessor, have also submitted advisory opinions to the EFSB expressing the impact the proposed Clear River Energy Center would have on the Town of Burrillville; and
- WHEREAS, during the past eleven months, many citizens of the Town of Burrillville have expressed clear opposition to the siting of the Clear River Energy Center for reasons including the impacts on property, environment, water and traffic; and
- WHEREAS, the Burrillville Town Council joins with the citizens and officials of Burrillville expressing concerns and objections to the siting of the Clear River Energy Center in Burrillville, RI.

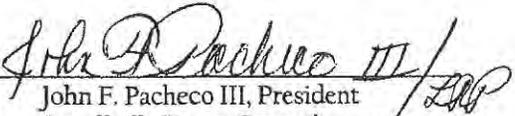
NOW, THEREFORE, BE IT RESOLVED that we, the Town Council of the Town of Burrillville, do hereby oppose the siting of the Clear River Energy Center in Burrillville, RI.

BE IT FURTHER RESOLVED that Burrillville Town Council President John F. Pacheco III, is hereby authorized and directed to testify before the EFSB to express the opposition of the Town to the siting of the Clear River Energy Center in Burrillville, RI.

Adopted this 22nd day of September 2016

ATTEST:


Louise R. Phaneuf, Town Clerk


John F. Pacheco III, President
Burrillville Town Council



RESOLUTION OPPOSING THE SITING OF THE CLEAR RIVER ENERGY CENTER
IN BURRILLVILLE, RI

- WHEREAS, on October 29, 2015 Invenenergy Thermal Development LLC filed an application to Construct the Clear River Energy Center Power Plant in Burrillville, RI with the Rhode Island Energy Facility Siting Board (EFSB); and
- WHEREAS, in the months since the filing of that application, the Town of Burrillville has conducted extensive study of the application with and through credentialed professionals, including studies of noise, water, traffic and air quality, among others; and
- WHEREAS, after considering expert testimony and conducting thorough public hearing the Burrillville Planning Board and Zoning Board of Review have advised the EFSB that Burrillville, RI is not a suitable site for the Clear River Energy Center; and
- WHEREAS, the Burrillville Building Inspector and Burrillville Tax Assessor, have also submitted advisory opinions to the EFSB expressing the impact the proposed Clear River Energy Center would have on the Town of Burrillville; and
- WHEREAS, during the past eleven months, many citizens of the Rhode Island, as well as our neighboring communities in Massachusetts and Connecticut, have expressed clear opposition to the siting of the Clear River Energy Center for reasons including the impacts on property, environment, water and traffic; and
- WHEREAS, the Narragansett Town Council joins with the citizens and officials of the Town of Burrillville as well as residents throughout the State of Rhode expressing concerns and objections to the siting of the Clear River Energy Center in Burrillville, RI.

NOW, THEREFORE, BE IT RESOLVED that we, the Narragansett Town Council, do hereby oppose the siting of the Clear River Energy Center in Burrillville, RI.

BE IT FURTHER RESOLVED that this resolution be submitted to the Rhode Island Energy Facility Siting Board for consideration during their hearings on Invenenergy Thermal Development LLC's application to construct the Clear River Energy Center power plant in Burrillville, RI.

Adopted this day of January, 2017.

NARRAGANSETT TOWN COUNCIL

Susan Cicilline-Buonanno, Council President

ATTEST:

Anne M. Irons, CMC Town Clerk

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 12
Amend No. _____

Date Prepared: December 21, 2016
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Michael DiCicco, Director of Public Works
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: DPW Facility – Environmental Remediation (oil discharge)

RECOMMENDATION:

That the Town Council approves a contract amendment with Weston & Sampson, Inc. for additional professional environmental remediation services at the DPW Facility in the amount of \$20,210.00.

SUMMARY:

The Town has documented a release of hydraulic oil from a failed in-ground vehicle lift at the Westmoreland Street DPW Facility. The State Department of Environmental Management (RIDEM) has issued both a Notice of Intent to Enforce (NOITE) and a Letter of Responsibility (LOR) that detail required remediation activities at the site. These activities include groundwater and soil testing (by a certified laboratory), additional soil/water monitoring, removal of the failed lift system and all contaminated soil, detailed reporting, etc.

Weston & Sampson, Inc. was originally retained by the Town to conduct the preliminary groundwater and soil testing, prepare the necessary response plans to RIDEM, and oversee the removal of the contaminated soil and the placement of new gravel and concrete slab. That work has been completed, and we are now required to conduct quarterly groundwater testing, monitoring, laboratory analysis, and detailed reporting. This requirement will remain in place until all groundwater tests are negative for pollutants for at least three (3) consecutive quarters. When we removed some contaminated soil in 2011, it was impractical to remove all such soil without compromising the structural integrity of the building. As such, trace amounts of contaminants remain in the soil, and have historically been present in the quarterly sampling. Long-term, there are two (2) possible paths to take. First, through natural attenuation, the contaminants should ultimately decrease in concentration to levels below the reporting/action levels. This will likely take years.

A second path would be to investigate and develop a groundwater treatment system- these are typically very expensive, and may not make sense for the apparent small volume of contaminants that we are dealing with. While we are looking into this option further; under either scenario, we are responsible for the quarterly testing and monitoring as noted in the attached proposal until we have three (3) consecutive “clear” quarters.

DPW Facility – Environmental Remediation (oil discharge)

Council Meeting Date: January 17, 2017

Page 2

This contract amendment is for the 2017 calendar year quarterly sampling, testing, and reporting of groundwater wells as ordered by RIDEM's "Remedial Approval Letter of January 26, 2011.

Funding is available in the Public Works Fleet Maintenance Operating Account #0001735 50202, Contracted Services.

ATTACHMENTS:

1. Proposal from Weston & Sampson, Inc., dated November 22, 2016.

November 22, 2016

Mr. Jeff Ceasrine, P.E.
Town Engineer
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882

Re: Proposal for Additional Consulting Services
Quarterly Groundwater Monitoring - 2017
Town of Narragansett Department of Public Works Facility
260 Westmoreland Street, Narragansett, Rhode Island

Dear Jeff:

Weston & Sampson is pleased to submit this proposal to the Town of Narragansett, Rhode Island (the Town) for consulting services associated with the Town's Department of Public Works (DPW) Facility located at 260 Westmoreland Street, Narragansett, Rhode Island (the Site).

As you are aware, Weston & Sampson, on behalf of the Town, completed remedial activities at the Site in 2010 for a release of petroleum hydrocarbons and chlorinated volatile organic compounds (VOCs) identified at the DPW facility. The Rhode Island Department of Environmental Management (RIDEM) issued a revised Remedial Approval Letter (RAL) on January 26, 2011, which requires three (3) consecutive quarters of groundwater monitoring exhibiting concentrations below the GA Groundwater Objectives, prior to the issuance of a No Further Action (NFA) Letter.

The average trichloroethylene (TCE) concentration over the past four seasonal groundwater monitoring events (16 $\mu\text{g/L}$) continues to exceed the RIDEM Method 1 GA Groundwater Objective of 5 micrograms per liter ($\mu\text{g/L}$) in monitoring well WS-3R. Vinyl chloride (VC) was also detected in this monitoring well at an average concentration of 5 $\mu\text{g/L}$ over the past four seasonal sampling events above the RIDEM Method 1 GA Groundwater Objective and the GB Groundwater objective of 2 $\mu\text{g/L}$, both of which are applicable to the DPW facility. The GB Groundwater objectives were promulgated by the RIDEM to be protective of indoor air. Exceedances of this criterion have the potential to volatilize and create a vapor intrusion (VI) concern at the Site.

Conversely, tetrachloroethylene (PCE), which had exceeded the RIDEM Method 1 GA Groundwater Objective (5 $\mu\text{g/L}$) in WS-3R intermittently in prior sampling rounds, has continued to decrease below standards over the last two years; and below method detection limits in April, July and October 2016. This is indicative of aquifer conditions that are conducive to reductive dechlorination of the mother compound PCE into the daughter compounds of TCE, cis-1,2-dichloroethylene and VC. This reductive pathway can be further stimulated through injection of remedial additives to enhance bioremediation.

Based upon this information, Weston & Sampson has developed the following scope of work and budget to continue quarterly groundwater monitoring at the Site in accordance with the RIDEM's Remedial Decision Letter, dated October 15, 2010.

SCOPE OF WORK

Task 1: Project Management and Coordination

Weston & Sampson will perform project management and coordination activities throughout the course of the project including staffing, scheduling, and budget tracking. This task also includes correspondence and

coordination with appropriate Site contacts, the Town and RIDEM. Please note we have not anticipated any meetings during Task 1.0.

Task 2: Groundwater Monitoring

Weston & Sampson will collect groundwater samples from existing monitoring wells WS-1, WS-3R, WS-4R, WS-6 and WS-7 utilizing low-flow sampling techniques in accordance with EPA's Region I "Low Stress (low flow) Purging and Sampling Procedure for the Collection of Ground Water Samples from Monitoring Wells", EPASOP-GW 001 (Revision 3, January 19, 2010). All groundwater samples will be analyzed for VOCs via EPA Method 8260. The samples will be placed directly into new laboratory-prepared sample containers and will be packed and transported to a laboratory in accordance with professional standards of care for analyses via EPA methods or equivalent State-approved methods. Chain-of-custody documentation will be maintained throughout the sampling process. Quarterly groundwater sampling will be completed in January 2017, April 2017, July 2017, and October 2017. Weston & Sampson will gauge the depth-to-groundwater in all groundwater monitoring wells at the time of the sampling events.

Task 3: Data Evaluation and Prepare Quarterly Groundwater Monitoring Letter Reports

Weston & Sampson will prepare a total of four (4) Quarterly Groundwater Monitoring Letter Reports for the Site which will include the findings of the individual groundwater monitoring event. The letter report will contain a narrative describing the methods of the sampling activities and a table summarizing the analytical results. The letter report will also include a summary of our findings and evaluate the VOC concentration trends to determine whether additional response actions are recommended and/or necessary at the Site.

COST ESTIMATE

Weston & Sampson developed the scope of work outlined herein and estimates the total cost for completing the 2017 Quarterly Groundwater Monitoring described in the preceding section to be approximately \$20,210. The cost estimate table on the following page provides the budgeting rationale. The tasks below will be billed on a Time and Materials basis.

Task	Subcontractor Costs	Weston & Sampson Fees	Total Costs
Task 1: Project Management & Coordination	\$0	\$3,465	\$3,465
Task 2: Quarterly Groundwater Monitoring	\$2,095*	\$6,716	\$8,811
Task 3: Quarterly Monitoring Letter Reports	\$0	\$7,934	\$7,934
Estimated Total:			\$20,210

*Includes approximately \$2,095 for laboratory analytical fees

ASSUMPTIONS

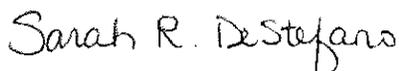
- Assumes a total of four (4) quarterly groundwater sampling events of the monitoring well network and a total of four (4) quarterly groundwater monitoring letter reports.
- Assumes additional groundwater monitoring beyond the scope of this proposal will not be required.
- Costs do not include any additional RIDEM regulatory submittals, permits, fees, assessment and/or remediation expenses.
- Liquid investigative derived waste (IDW) can be disposed of on-site.
- Assumes no well repairs required.

NOTICE TO PROCEED

Weston & Sampson is prepared to initiate the above scope of work in December 2016 upon receipt of your written Notice to Proceed. We look forward to the opportunity to work on this project. If you have any questions on this scope of work, please do not hesitate to contact us at (978) 532-1900.

Please sign the Notice to Proceed below and email to destefanos@wseinc.com if this proposal is acceptable to you.

Very truly yours,
WESTON & SAMPSON ENGINEERS, INC.



Sarah R. DeStefano
Project Manager



Frank M. Ricciardi, PE
Vice President

NOTICE TO PROCEED

For: Town of Narragansett, RI

By: _____
Signed Date

Name: _____

Title: _____

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 13
Amend No. _____

Date Prepared: December 9, 2016
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Jeffry Ceasrine, P.E., Town Engineer
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Purchase of Replacement Vehicles (Trucks) –Water Division

RECOMMENDATION:

That the Town Council approves the purchase of one (1) new 2017 Chevrolet Silverado 1500 2WD pick-up truck in the amount of \$24,777.31, and one (1) new 2017 Chevrolet Silverado 3500HD 4WD Work Truck, with Fiberglass Service Body and 9 Foot Fisher Plow in the amount of \$52,823.46 from National Auto Fleet Group utilizing the National Joint Powers Alliance (NJPA) contract.

SUMMARY:

As part of the Engineering Department Water Division's vehicle and equipment multi-year replacement program, the entire fleet of vehicles and equipment is regularly reviewed and updated after taking into consideration current needs and serviceability. Funding for the replacement of Water Division Truck # 202 (Chevrolet Silverado 1500 2WD pick-up) was requested by the department and approved by the Town Council in the FY 2015-16 Capital Improvement Budget (Water Enterprise Fund - \$25,000). Funding for the replacement of Water Division Truck # 205 (Chevrolet Silverado 3500 4WD pick-up with a fiberglass service body, "Tommy Gate" lift gate, and 9 foot Fisher plow) was requested by the department and approved by the Town Council in the FY 2016-17 Capital Improvement Budget (Water Enterprise Fund - \$75,000).

Truck # 202 (1500 series pick-up) is utilized on a daily basis to support operational and maintenance activities of the division and is assigned to the Foreman. The existing Truck # 202 is a 2004 Ford F150 pick-up with over 163,000 miles.

Truck #205 (3500HD 4WD with service body, lift gate, and plow) is the Division's heavy duty service truck, for lifting (with the lift gate) heavy materials (hydrants, valves, pipe sections, chlorine canisters for our three (3) disinfection stations). This vehicle also acts as a plow truck for the Department of Public Works, assigned to a regular plow route. The existing Tuck # 205 is a 1999 Ford F350 pick-up with over 127,000 miles. It has significant frame rot and will not pass the next required State inspection.

The Town will be purchasing these trucks pursuant to competitively procured National Joint Powers Alliance (NJPA) contract #102811. Participation by the Town in this

national cooperative procurement contract gives the Town large fleet buying power. National Auto Fleet Group, which holds the NJPA contract for light trucks, will deliver the trucks through Dejana Truck and Utility Equipment, located in Smithfield, RI.

Funding is available in the Water Enterprise Fund Capital Projects Account #0030 50608, Vehicle Replacement.

ATTACHMENTS:

1. Quote from National Fleet Auto Group dated 11/14/16 (2017 Chevrolet 1500 Series)
2. Quote from National Fleet Auto Group dated 11/23/16 (2017 Chevrolet 3500HD 4WD Series)
3. Water Division Vehicle Replacement Schedule.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

11/14/2016

QuoteID: 2635

Mr Michael DiCicco
 Town of Narragansett
 Purchasing
 Narragansett, Rhode Island, 02882

Dear Michael DiCicco,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
 One (1) New/Unused (2017 Chevrolet Silverado 1500 (CC15903) 2WD Reg Cab 133.0" Work Truck, factory Order 12 Weeks Delivery)
 and delivered to your specified location, each for

One Unit

Base Price	\$24,777.31
factory Order 12 Weeks Delivery	\$0.00
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$24,777.31

- per the attached specifications.

This vehicle(s) is available under the **National Joint Powers Alliance Contract 102811**. Please reference this Bid number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 National Fleet Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497

Neil Carroll
 BodyUpfitter
 Fleet@nationalautofleetgroup.com
 (855) 289-6572



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

EMISSIONS

Code	Description
FE9	EMISSIONS, FEDERAL REQUIREMENTS

ENGINE

Code	Description
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm)

TRANSMISSION

Code	Description
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED, with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)

AXLE

Code	Description
GU4	REAR AXLE, 3.08 RATIO

PREFERRED EQUIPMENT GROUP

Code	Description
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, includes standard equipment

WHEELS

Code	Description
RD6	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) PAINTED STEEL, (STD)

TIRES

Code	Description
RBZ	TIRES, P255/70R17 ALL-SEASON, BLACKWALL, (STD)

PAINT

Code	Description
GAZ	SUMMIT WHITE

PAINT SCHEME

Code	Description
ZY1	PAINT, SOLID

SEAT TYPE

Code	Description
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER MANUAL RECLINE, with outboard head restraints and center fold-down armrest with storage. V driver lumbar. (STD)

SEAT TRIM

Code	Description
H2Q	DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM

RADIO

Code	Description
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO, with USB ports and auxiliary jack (STD)

ADDITIONAL EQUIPMENT

Code	Description
Z82	TRAILERING PACKAGE, includes trailer hitch, 7-pin and 4-pin connectors
PCM	WT CONVENIENCE PACKAGE, All cabs include (AKO) tinted windows, (KI4) 110V outlet, (AQQ) Remote Keyless Entry, (A91) remote locking tailgate, (UVC) Rear Vision Camera and (DL8) power mirrors. Regular Cab also includes (A31) power windows.
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR
KNP	COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER
—	BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENANCE-FREE, with rundown protection and retained accessory power
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE, (includes driver's side spotter mirror) (Black.
AKO	GLASS, DEEP-TINTED
A91	REMOTE LOCKING TAILGATE
A31	WINDOWS, POWER FRONT AND REAR, with driver express up and down and express down on all other windows
AQQ	REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS, includes (A91) remote locking tailgate.)
C49	DEFOGGER, REAR-WINDOW ELECTRIC
KI4	POWER OUTLET, 110-VOLT AC
UVC	REAR VISION CAMERA

BODY CODE

Code	Description
E63	PICKUP BOX, (STD)

SHIP THRU CODES

Code	Description
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GVWR

Code	Description
C5U	GVWR, 6800 LBS. (3084 KG)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

11/23/2016

QuoteID: 2738

Mr Michael DiCicco
Town of Narragansett
Purchasing
Narragansett, Rhode Island, 02882

Dear Michael DiCicco,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2017 Chevrolet Silverado 3500HD (CK35903) 4WD Reg Cab 133.6" Work Truck, Brand FX Fiberglass Service Body & 9' Fisher Plow) and delivered to your specified location, each for

One Unit

Base Price	\$31,406.46
Brand FX Fiberglass Service Body & 9' Fisher Plow	\$21,415.00
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$52,823.46

- per the attached specifications.

This vehicle(s) is available under the **National Joint Powers Alliance Contract 102811**. Please reference this Bid number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Neil Carroll
BodyUpfitter
Fleet@nationalautofleetgroup.com
(855) 289-6572



GMC

DEJANA

Truck and Utility Equipment

QUOTE



New York, New England, Mid Atlantic
& Greater Philadelphia
490 Puleski Rd Kings Park, NY 11754
Phone(831)544-9000 Fax(631)544-3501
WWW.DEJANA.COM

LF005193-1
11/23/2016

SOLD TO: TOWN OF NARRAGANSETT
JESSE COOPER
260 WESTMORELAND ROAD
NARRAGANSETT RI 02882

SHIP TO: TOWN OF NARRAGANSETT
JESSE COOPER
260 WESTMORELAND ROAD
NARRAGANSETT RI 02882

Phone: 401-782-0683
Fax: 401-782-0694
Email:

Phone: 401-782-0683
Fax: 401-782-0694

JCOOPER@NATIONALAUTOFLEETGROUP.COM

Manager	REFERENCE NARRAGANSETT PUBLIC WORKS DEPARTMENT	P.O. REQUIRED Yes	DATE OF ORDER 12/23/2016
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MAKE:	MODEL:	YEAR:	SRW/DRW:
CAB TO AXLE:	WHEELBASE:	VIN:	
STOCK/ORDER NUMBER:	T/T	TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS: 1307	

	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	SUPPLY AND INSTALL FISHER 9' HD2 MM II ELECTRIC HYDRAULIC SNOWPLOW CUTTING EDGE INCLUDED WEAR SHOES OPTIONAL		
1	FISHSTICK HAND HELD CONTROL		
1	BRAND FX FIBERGLASS SERVICE BODY MODEL BFXB56LS <ul style="list-style-type: none"> * FOR SINGLE WHEEL/56" C.A. CHASSIS * 42" PACK HEIGHT * 15" COMPARTMENT DEPTH * NON-SKID COMPARTMENT TOPS * ALUMINUM UNDERSTRUCTURE * ALUMINUM TREADPLATE FLOOR * STAINLESS STEEL ROTARY LATCHES * LED RECESSED TAIL LIGHTS * INSTALLED, COATED IN FACTORY GELCOAT WHITE (MAY NOT MATCH CAB WHITE) INCLUDED: STANDARD SHELF PACKAGE CONSISTING OF: STREETSIDE		

	UNIT PRICE	TOTAL PRICE
(2) ADJUSTABLE SHELVES STREETSIDE FRONT COMPARTMENT (1) ADJUSTABLE SHELF STREETSIDE HORIZONTAL COMPARTMENT (2) ADJUSTABLE SHELVES STREETSIDE REAR COMPARTMENT CURBSIDE (1) SHELF CURBSIDE FRONT COMPARTMENT (1) SHELF CURBSIDE HORIZONTAL COMPARTMENT (1) HOOK PACKAGE CURBSIDE REAR COMPARTMENT ALUMINUM RECESSED BUMPER		
1 BACK UP ALARM 97DB		
1 CLASS IV RECEIVER TUBE HITCH FOR SERVICE BODY WITH STRAIGHT BUMPER		
1 PLUG, 7 PRONG FLAT TRAILER		
1 MAGNUM 4883331SB ALUMINUM CAB PROTECTOR FOR SERVICE BODY		
1 TOMMY GATE MODEL G2-54-1342 EA38 LIFTGATE *PLATFORM 49" X 38" + 6" *ALUMINUM EXTRUDED PLATFORM *1,300 CAPACITY		
1 DEJANA TO PERFORM PDI FOR DELIVERY TO CUSTOMER		
1 DELIVERY TO CUSTOMER		

	\$21,415.00
	\$0.00
	\$0.00
TOTAL	\$21,415.00

Suggested Items:

	Yes/No
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Customer must fill out the information below before the order can be processed...

Quote #**LF005193-1**

Accepted by:	Date:	PO#:
Please Fill In All Truck Information		
Dejana Pool Chassis <input type="checkbox"/>	Dealer Chassis <input type="checkbox"/>	Dealer Drop Ship Chassis <input type="checkbox"/>
Make _____	Model _____	Color _____
Stock # _____	Factory Order # _____	VIN _____
Ready for Pickup (if dealer chassis) Yes <input type="checkbox"/> No <input type="checkbox"/>		

IF DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.

- ◆ **PLEASE SIGN AND INCLUDE PO IF REQUIRED AND FAX BACK TO 631-544-3501**
- ◆ **Labor and Installation is included in all pricing.**
- ◆ **Quoted price does not include any applicable taxes.**
- ◆ **Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.**
- ◆ **Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis**

Notes:

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

EMISSIONS

Code	Description
FE9	EMISSIONS, FEDERAL REQUIREMENTS

ENGINE

Code	Description
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, FLEXFUEL, capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (STD)

TRANSMISSION

Code	Description
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED, with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)

AXLE

Code	Description
GT5	REAR AXLE, 4.10 RATIO

PREFERRED EQUIPMENT GROUP

Code	Description
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, Includes standard equipment

WHEELS

Code	Description
PYT	WHEELS, 18" (45.7 CM) PAINTED STEEL, includes 18" x 8" (45.7 cm x 20.3 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (STD)

TIRES

Code	Description
QWF	TIRES, LT265/70R18E ALL-SEASON, BLACKWALL, (STD)

SPARE TIRE

Code	Description
---	TIRE, SPARE LT265/70R18E ALL-SEASON, STANDARD REMOVED

PAINT

Code	Description
GAZ	SUMMIT WHITE

PAINT SCHEME

Code	Description
ZY1	PAINT, SOLID

SEAT TYPE

Code	Description
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER RECLINE, with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)

SEAT TRIM

Code	Description
H2R	DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH SEAT TRIM

RADIO

Code	Description
I03	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO, with USB port and auxillary jack (STD)

ADDITIONAL EQUIPMENT

Code	Description
PCM	WT CONVENIENCE PACKAGE, includes (AKO) tinted windows, (K14) 110V outlet, (AQQ) Remote Keyless Entry, (A91) remote locking tailgate, (UVC) Rear Vision Camera and, (DPN) outside heated power-adjustable trailering mirrors; Regular Cab also includes (A31) power windows
VYU	SNOW PLOW PREP PACKAGE, includes power feed for backup and roof emergency light, (KW5) 220-amp alternator with gas or diesel engine, forward lamp wiring harness, (TRW) provision for cab roof mounted lamp/beacon, (NZZ) underbody shields and Heavy-Duty front-springs
KW5	ALTERNATOR, 220 AMPS
UF3	SWITCH, HIGH IDLE
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED
NZZ	UNDERBODY SHIELD, FRAME-MOUNTED SHIELDS, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case
___	CAPPED FUEL FILL
___	WHEEL, 18" X 8" (45.7 CM X 20.3 CM) FULL-SIZE, STEEL SPARE, STANDARD REMOVED
9J4	BUMPER, REAR, DELETE
RVS	LPO, ASSIST STEPS - 4" BLACK - ROUND
U01	LAMPS, SMOKED AMBER ROOF MARKER
TRW	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON, provides an instrument panel-mounted switch and electrical wiring tucked beneath the headliner for a body upfitter to connect a body-mounted warning or emergency lamp
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING, UPPER GLASS, MANUAL-FOLDING AND EXTENDING, BLACK; includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp includes (DD8) auto-dimming inside rearview mirror.)
AKO	GLASS, DEEP-TINTED
A31	WINDOWS, POWER, with driver express up and down and express down on all other windows
AQQ	REMOTE KEYLESS ENTRY, Includes (A91) remote locking tailgate.)
9L7	UPFITTER SWITCHES, (4), Provides 4-30 amp circuits to facilitate installation of aftermarket electrical accessories
K14	POWER OUTLET, 110-VOLT AC
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING
AY0	AIR BAGS, SINGLE-STAGE FRONTAL AND THORAX SIDE-IMPACT, DRIVER AND FRONT PASSENGER, AND HEAD CURTAIN SIDE-IMPACT, FRONT AND REAR OUTBOARD SEATING POSITIONS
SFW	BACKUP ALARM CALIBRATION, This calibration will allow installation of an aftermarket back up alarm.

SUSPENSION PKG

Code	Description
Z85	SUSPENSION PACKAGE, STANDARD, includes 51mm twin tube shock absorbers and 33mm front stabilizer bar (STD)

BODY CODE

Code	Description
ZW9	PICKUP BOX, DELETE, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, spare tire delete and spare tire carrier delete. If equipped, deletes capless fuel fill, (Z82) trailering equipment, (A91) remote locking tailgate, (A60) locking tailgate, (PPA) EZ-Lift and Lower tailgate, (SAF) tire carrier lock and (JL1) trailer brake controller.

SHIP THRU CODES

Code	Description

GVWR

Code	Description
C7A	GVWR, 10,000 LBS. (4536 KG) WITH SINGLE REAR WHEELS, (STD)

WATER		Water Division Equipment Replacement Schedule														
Make	Model	Year	Principal Use	Mileage	Vehicle#	Plate #	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Ford 150	Pick-up	2004	1FTRX12W3ANB57444 Superintendent vehicle, supports all divisional functions	126,320	201	59	\$0	\$0	\$0	\$0	\$0	\$28,000	\$0	\$0	\$0	\$0
Ford 150	Pick-up	2004	1FTRX12P59N957445 Foreman's vehicle, supports all divisional functions and weekly water samples	163,004	202	68	\$0	\$0	\$28,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chev. Silverado	4x4 Pick-up, w/crnc. utility body	2007	1GBHK34D97E129822 Supports all divisional functions, reads all meters quarterly, used for hydrant repairs and chlorine chemical delivery	146,292	203	74	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0
Chev. Silverado	Pick-up w/box (4x4)	2007	1GBHK34D47E130649 Supports divisional functions, plows department lots and roads for DFW	113,983	204	73	\$0	\$0	\$0	\$0	\$0	\$0	\$45,000	\$0	\$0	\$0
Ford 350	4x4, Sup Cab w/flow	1999	1FDRF31FXE2985112 Heavy duty truck, plows department lots and roads for DFW, grass cutting and valve exercising	127,569	205	76	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
Ford 350	Super Duty Utility	2006	1FDWE35L1SHAR4219 Emergency response vehicle for water main breaks/leaks	8,491	206	2530	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IK	Compressor	1985	14960485138 Hydrant painting/size valve repair	n/a	n/a	4891	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Compressor	2006	4FVGBBD17U376492 Emergency response compressor	n/a	n/a	4892	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Vac Trailer	1999	16VAX0811X1A1B211 Cleaning of valve boxes	n/a	n/a	849	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Br-Mer	Dump Trailer	2001	43YDC08181C310838 Repair landscape damage caused by water leaks	n/a	n/a	550	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Flat Bed Trailer	1996	1A9JUS1012TV198359 For hauling equipment and materials	n/a	n/a	4566										
HM	Utility Trailer	2007	10HCB12297P69777 Cutting grass and hauling material and equipment	n/a	n/a	4862	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Division Total							\$0	\$0	\$75,000	\$75,000	\$75,000	\$28,000	\$45,000	\$0	\$0	\$0

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 14
Amend No. _____

Date Prepared: December 29, 2016
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager

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

SUBJECT: Sewer Policy Committee Recommendations; Plat V, Lot 5 (665 Point Judith Road), Plat V, Lots 75, 30, and 30-1 (Lindsley Drive), Plat W, Lot 90-1 (Point Judith Road, Plat N-R, Lot 990 (16 Ottawa Trail), and Plat U, Lot 98-2 (Julia Avenue)

RECOMMENDATION:

That the Town Council approve the recommendations of the Sewer Policy Committee relative to the following properties: Plat V, Lot 5 (665 Point Judith Road), Plat V, Lots 75, 30, and 30-1 (Lindsley Drive), Plat W, Lot 90-1 (Point Judith Road, Plat N-R, Lot 990 (16 Ottawa Trail), and Plat U, Lot 98-2 (Julia Avenue)

SUMMARY:

The Sewer Policy Committee meets on an ad hoc basis to hear appeals from staff level decisions relating to the Town's Sewer Policy. The Committee met on December 19, 2016 to consider the following requests for relief, and made the recommendations (in **bold**) noted therein.

1. **Applicant – James Durkin, Plat V, Lot 5, 665 Point Judith Road**

On September 19, 2016, the Town Council referred the appeal from this applicant to the Sewer Policy Committee. The property is listed as a "Mixed Use Garage" in a residential (R-80) zone. It was previously used as a storefront for commercial fishing gear. The property is not within a Sewer Area as defined under the Sewer Policy, and is in an area of Town serviced by the Scarborough Wastewater Treatment Facilities. Under the current Sewer Policy, sewer extensions within this tributary area are allowed (up to 350 feet), provided the property is located within a Sewer Area. There is a proposed line previously approved by the Town Council that would cross in front of this lot, however, it will be privately owned and operated (Paul Carr).

The Sewer Policy Committee recommends approval of the necessary waivers to allow this property to connect. The actual connection route shall be determined later and is subject to the approval of the Engineering Department.

2. Applicant – James Durkin, Plat V, Lots 75, 30, and 30-1, Lindsley Drive

On September 19, 2016, the Town Council referred the appeal from this applicant to the Sewer Policy Committee. All three (3) lots are vacant, and are zoned R-20. The property is not within a Sewer Area as defined under the Sewer Policy, and is in an area of Town serviced by the Scarborough Wastewater Treatment Facilities. Under the current Sewer Policy, sewer extensions within this tributary area are allowed (up to 350 feet), provided the property is located within a Sewer Area.

The Sewer Policy Committee recommends approval of the necessary waivers to allow this property to connect. The actual connection route shall be determined later and is subject to the approval of the Engineering Department.

3. Applicant – James Durkin, Plat W, Lot 90-1, Point Judith Road (vacant land)

On September 19, 2016, the Town Council referred the appeal from this applicant to the Sewer Policy Committee. The property is vacant (zoned B-B), except for a former utility substation. It is not within a Sewer Area as defined under the Sewer Policy, and is in an area of Town serviced by the Regional Wastewater Treatment Facilities. Under the current Sewer Policy, sewer extensions within this tributary area are specifically prohibited.

The Sewer Policy Committee recommends approval of the necessary waivers to allow this property to connect. The actual connection route shall be determined later and is subject to the approval of the Engineering Department. This approval is conditioned on the property remaining within a B-B zone, and any request for a re-zoning will require a new review of the Sewer Policy applicability.

4. Applicant – Marla Hauslaib, Plat N-R, Lot 990, 16 Ottawa Trail

On September 19, 2016, the Town Council referred the appeal from this applicant to the Sewer Policy Committee. The property is developed as a single family home owned and occupied by the applicant, and is the next lot after the end of the nearest public sewer. There are two (2) other properties that would benefit from this extension (if granted) in terms of now having sewer frontage. The property is in Bonnet Shores, and is in the area of Town serviced by the Regional Wastewater Treatment Facilities. Although the property is within a Sewer Area, under the current Sewer Policy, sewer extensions within this tributary area are specifically prohibited.

The applicant has claimed ongoing problems with the onsite wastewater disposal system. **The Sewer Policy Committee recommends holding this request without action, pending additional information from the applicant as to the number of bedrooms, proposed addition to the house, and condition of OWTS.**

5. **Applicant – Augustine and Megan Manocchia, Plat U, Lot 98-2 Julia Avenue (vacant lot)**

On September 19, 2016, the Town Council referred the appeal from this applicant to the Sewer Policy Committee. The property is vacant and zoned as residential. The property is within a Sewer Area as defined under the Sewer Policy, and is in an area of Town serviced by the Scarborough Wastewater Treatment Facilities. Under the current Sewer Policy, sewer extensions within this tributary area are allowed (up to 350 feet), provided the property is located within a Sewer Area, and provided that the closest existing sewer line was installed prior to the April 18, 1995 Sewer Policy adoption date. This clause limits extensions to a single event. In this case, the closest sewer was installed in 2002; hence the proposal does not conform to the Sewer Policy as adopted.

The Sewer Policy Committee recommends approval of the necessary waivers to allow this property to connect. The actual connection route shall be determined later and is subject to the approval of the Engineering Department.

General Policy Notes – The 2008 Amendments to the Sewer Policy recognized the need to prioritize certain categories of projects. In particular, major subdivisions that comply with the Town's Affordable Housing Plan, or proposed commercial, industrial, or institutional developments (over 5,000 square feet) are given priority when considered Sewer Policy waivers.

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

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

The above conditions will be applied to each of the waivers noted herein, should said waivers be granted by the Town Council.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

**CC: 15
Amend No. _____**

Date Prepared: January 10, 2017
Council Meeting Date: January 17, 2017

TO: Honorable Town Council
FROM: Michael T. Moretti, Council Member
SUBJECT: Library Building Committee

RECOMMENDATION:

That the Town Council move to form a **Library Building Committee** to advise and oversee the construction of a new Narragansett Public Library

SUMMARY:

CHARGE/DUTIES: The role of the Library Building Committee is to oversee and direct the design and construction of the new Public Library by providing technical, project management, cost and schedule expertise.

ELECTED/APPOINTED: Appointed by the Town Council

MEMBERSHIP: The LBC shall be comprised of four (4) members who shall be appointed by and serve at the pleasure of the Town Council until the completion of the new Public Library. Appointments will be based on professional or vocational expertise with preference given to citizens possessing experience in any one of the following areas: structural or civil engineering; project management; construction estimating; finance; construction law; building design and construction; or other appropriate experience or expertise especially design, build and construction of public libraries.

The LBC will be increased by (4) members chosen by the Town Council and based on interest and expertise related specifically to the construction of public libraries. There will also be (1) Town Council Member assigned as a liaison. The Town Manager and Town Engineer will serve on the LBC in an advisory capacity having the authority to engage the Town in certain commercial, state and financial matters.

MEETING DATE/TIME/PLACE: TBD based on input from the Town Manager and the Town Engineer and will be open to the public.

ATTACHMENTS: No pertinent attachments

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 16

Amend No. _____

Date Prepared: January 9, 2017
Council Meeting Date: January 17, 2017

TO: Honorable Town Council

FROM: Susan Cicilline-Buonanno, Town Council President

SUBJECT: Presentations

RECOMMENDATION:

To amend the Town Council meeting general rules and procedures to include a section on presentations.

SUMMARY:

Adding a section called presentations to the Town Council meeting general rules and procedures that states that any presentation that requires technology other than those presented by Town Council members and Town employees must be emailed to the Town Council President and Town Manager for approval at least 5 days prior to the date of the meeting and that no flash drives or other portable storage media/devices will be accepted for use. Also, all presentations will be limited to 3 minutes. Changes are in red.

ATTACHMENTS:

1. Amended General Rules and Procedures

GENERAL RULES AND PROCEDURES

FOR THE TOWN OF NARRAGANSETT

TOWN COUNCIL MEETINGS

I. WHO MAY SPEAK

Meetings of the Town Council are open to the public. Any resident who wishes to address the Council on any subject within the scope of the Council's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below:

A. SPEAKING ON AGENDA ITEMS

1. Consent Agenda Items. These are items which the Council does not need to discuss individually and are voted on as a group. Any Council Member who wishes to discuss any individual item from the Consent Agenda may request the Council president to pull such item from the Consent Agenda. Those items pulled will be discussed and voted upon individually.
2. Regular Agenda Items. These are items which the Council will discuss individually in the order listed on the Agenda. After the Council has discussed an item on the Agenda, the Council President will close the Council discussion and will inquire if any citizen wishes to be heard on the matter.

B. SPEAKING ON SUBJECTS NOT ON THE AGENDA

1. Any resident may address the Council on any item not on the Agenda during that period of time designated as **OPEN FORUM**.

II. ADDRESSING THE COUNCIL, MANNER, TIME

The length of time each individual may speak must be limited in the interest of order and conduct of the business at hand. Individuals are limited to three minutes speaking time. Such time may be extended at the discretion of the Council President. However, the OPEN FORUM portion of the Council meeting shall be limited to a total of thirty (30) minutes.

If there are any speakers who have not had an opportunity to be heard at the end of thirty (30) minutes, OPEN FORUM will be continued to the end of the Council meeting.

Citizens wishing to be heard shall raise their hands until acknowledged by the Council President. Once acknowledged, the citizens shall come forward, state their name and address and address the Council; please conduct yourself in an orderly and respectful fashion. The comments of citizens accessing this portion of our meeting are neither adopted nor endorsed by this body, but heard as requested. Anyone wishing to speak a second time on the same subject must receive permission from the Council President.

III. PRESENTATIONS

Any presentation requiring technology other than those presented by Town Council members and Town employees must be emailed to the Town Council President and Town Manager for approval at least 5 days prior to the date of the meeting. No flash drives or other portable storage media/devices will be accepted for use. All presentations will be limited to 3 minutes.

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: _____ 17 _____

Amend No. _____

Date Prepared: January 9, 2017
Council Meeting Date: January 17, 2017

TO: Honorable Town Council

FROM: Susan Cicilline-Buonanno, Town Council President

SUBJECT: Community Use of Town Hall Facilities Policies and Procedures

RECOMMENDATION:

That the Town Council discusses the community use of Town Hall facilities policies and procedures.

SUMMARY:

No formal policies and procedures are currently in place for the usage of Town Hall facilities. I recommend that the following policies and procedures are adopted to maximize use of these spaces and to implement a users' fee to reduce the burden on taxpayers.

ATTACHMENTS:

1. Community Use of Town Hall Facilities Policies and Procedures



COMMUNITY USE OF TOWN HALL FACILITIES POLICIES AND PROCEDURES

Recognizing that municipal buildings and properties have been created by, and are supported by the citizens of Narragansett, the Town Manager and the Town Council desire to support the use of the Town Hall facilities by individuals, groups, and associations for educational, cultural, civic and recreational activities within reasonable constraints and subject to the general provisions of this policy, which pertains to Community Use of Town Hall Facilities.

To maximize the use of these spaces, a scheduling process has been implemented. To reduce the burden on taxpayers, a users' fee will be charged to certain users as provided below.

The Town Council reserves the right to regulate the time and location of community use of municipal facilities in order to avoid schedule conflicts and to ensure proper protection of facilities.

The following policies and procedures have been established by the Town Manager and the Town Council to serve as guidelines in the use of facilities in the Town Hall building at 25 Fifth Avenue.

General Guidelines:

1. Town/School department activities and official Town/School committees will have priority in the use of all facilities in the Town Hall.
2. Other municipal, state and federal government agencies will have second priority and will have permission granted to use the Town Hall facilities by the Town Manager or his/her designee upon completion of the appropriate application and building use form (attached) on a space-available basis, during normal business hours (weekdays and evenings except on holidays), provided users do not interfere with town operations.
3. Non-profit, Narragansett based individuals, groups and associations involved in educational, cultural, civic, and/or recreational activities will have third priority and will be permitted use of the Town Hall facilities by approval of the Town Council upon completion of the appropriate application and building use form (attached) on a space-available basis, during normal business hours (weekdays and evenings except on holidays), provided users do not interfere with town operations.

4. All other individuals, groups and associations may be permitted use of the Town Hall facilities by approval of the Town Council upon completion of the appropriate application and building use form (attached) on a space-available basis, during normal business hours (weekdays and evening except on holiday), provided users do not interfere with town operations.
5. Granting of permission to use Town Hall facilities should not be construed as an endorsement of any individual or group by the Town of Narragansett.
6. The Town of Narragansett assumes no liability for injury to persons authorized to use the Town Hall facilities and further assumes no liability for loss or damage to equipment, materials, or other individual property. Groups using the facility will need to sign a release of liability (attached)
7. The Town of Narragansett reserves the right to cancel any use within seven (7) days' notice. In addition, cancellation may occur without advance notice due to inclement weather conditions or emergency situations.
8. The following are strictly prohibited on Town Hall property: smoking or use of tobacco products, consumption of alcoholic beverages and possession of illicit drugs.
9. No admission fee may be charged for programs held in the Town Hall
10. All applications must be in writing and submitted to the Town Manager's Office not less than two weeks in advance of the proposed use time.

Applications may be obtained in person from the Town Clerk's Office located on the first floor of the Town Hall or online from the Town Web Site – www.narragansettri.gov

Fees and Other Conditions for Use of Facilities:

1. The following organizations will be exempt from all facilities and custodial fees:
 - a. Town officials, boards, committees, commissions and other duly-elected representatives of the town and any commission appointed/elected by the town to perform a town function.
2. All other organizations will be subject to the following fees
 - a. If a cameraperson is requested to record the meeting, there will be an \$80 fee and will include a DVD recording of the meeting. If this meeting is to be televised on public access television, the organization will be responsible for contacting PEG-TV for arrangements.
 - b. Fees for custodial services may be assessed if the meeting is held outside of normal business hours (Non-holiday - Monday – Friday, 8:00 AM – 5:00 PM) at the rate of time-and-one-half on weekdays and Saturdays and double-time on Sundays and holidays in accordance with the existing labor agreement terms plus FICA and Medicare. Bills for custodial services will be mailed by the Town Finance Office and must be paid within two (2) weeks of billing. Charges for custodial services begin when the custodian reports for duty and terminates when the building is restored for use. Should cleanup require more time than estimated, the applicant will be responsible for actual time spent.

3. Facility use fees must accompany applications.
4. The Town Council reserves the right to waive all fees.

APPLICATION FOR COMMUNITY USE OF TOWN HALL FACILITIES

The Town of Narragansett is pleased to be able to offer the Town Hall facilities for the use of our residents and other local organizations and groups. The Town of Narragansett works very hard to maintain the building to ensure that it is clean and safe.

It is an unfortunate reality that injuries do sometimes occur at Town owned buildings and other Town owned facilities while they are being used by residents and other outside local groups or organizations.

The Town of Narragansett does not provide supervision over the meetings or other activities conducted by others within the Town Hall facilities. To that end, it is **not** the intention of the Town of Narragansett to assume **any** liability for bodily injury that might occur while the Town Hall facilities are being used by others. Instead, it is the intent of the Town of Narragansett to transfer liability (by contract) to the resident or the organization that is using the building or facility. Accordingly, please read the following Indemnity/Hold Harmless Agreement:

DEFINITIONS:

- Lessee:** The person, resident, organization or entity requesting to use the Town Hall facilities.

- Landlord:** The Town of Narragansett, the Narragansett School Department and all elected or appointed boards and commissions and authorities, officials, employees and volunteers, all when acting or deemed to be acting within the scope and performance of their duties.

- Premises:** The building or other facility (including the grounds surrounding the same) that is the subject of the request for use.

INDEMNITY/HOLD HARMLESS AGREEMENT:

Lessee will indemnify and hold the Landlord harmless from all claims arising from or in connection (i) with the use, rental or occupancy of the Premises, or any condition created in or about the Premises while being used by the Lessee; (ii) any act, omission or negligence of Lessee or the partners, directors, officers, agents, employees or invitees of the Lessee; (iii) any accident, injury or damage whatsoever occurring in or at the Premises. Lessee hereby expressly indemnifies Landlord for the consequences of any negligent act or omission of Landlord, its agents or employees, unless such act constitutes gross negligence or intentional misconduct.

The signature below will serve as proof that I have read all of the above information and understand the intent of the Indemnity/Hold Harmless agreement.

Name of Individual or Name of Person Representing Organization Date

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 18
Amend No. _____

Date Prepared: December 29, 2016
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Anne M. Irons, CMC Town Clerk
SUBJECT: Advertisement for Additional Liquor License

RECOMMENDATION:

That the Town Council DIRECTS the Town Clerk to advertise or not the fact that the Town Council may consider increasing the number of authorized liquor licenses.

SUMMARY:

Yearly, if directed by the Town Council an advertisement is placed in the newspaper in January to consider increasing the number of alcoholic beverage licenses in town. The notice shall require all interested parties to submit an application no later than February 10th.

Annually, in the month of February, the Town Council may, in its discretion, vote to increase the number of authorized licenses in any class so as to give interested persons the opportunity to apply for an alcoholic beverage license.

Please direct as to whether the town council is interested in advertising or not to consider increasing the number of liquor licenses in town.

The current number of alcoholic beverage license limits is as follows:

Class A	4
Class B Limited	6
Class B Tavern	4
Class B Victualing	22
Class D Club	6
Total License	42

ATTACHMENTS:

1. Proposed Advertisement



TOWN OF NARRAGANSETT

NOTICE

The Town Council for the Town of Narragansett is considering accepting applications for new Class BV Beverage Licenses. Anyone interested must submit a completed application and all other required information, not later than February 10, 2017.

Any applicant must have already obtained a Special Use Permit from the Narragansett Zoning & Platting Board of Review. Applications and a list of the other required information may be obtained at the Office of the Town Clerk, 25 Fifth Avenue, Narragansett, RI.

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

BLOCK AD

PLEASE ADVERTISE ONE (1) TIME ON JANUARY 11, 2017
TOWN CLERK'S OFFICE #16831

REQ. NO. _____ P.O. NO. _____

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 19

Amend No.

Date Prepared: January 3, 2017
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Anne M. Irons, CMC -Town Clerk
SUBJECT: Conservation Commission/Tree Board

RECOMMENDATION:

That the Town Council appoint an individual to the Conservation Commission/Tree Board to fill an unexpired three year term expiring on April 30, 2019.

SUMMARY:

The Conservation Commission/Tree Board has a vacant seat available due to the resignation of William Bivona. There is one application on file for Sara K. Wigginton. The following indicates the original board appointment date and expiration date.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
Vacant (Bivona)	----	4/30/2019

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

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Town Clerk's Office
www.narragansettri.gov

TOWN OF NARRAGANSETT

RULES FOR COMMISSION, COMMITTEE AND BOARD APPOINTMENTS

I. SELECTION PROCESS OF MEMBERS

1. As authorized by the Town Council, the Town Clerk shall advertise once a year in a local newspaper, the commissions, committees, and boards that will have upcoming appointments. When a vacancy occurs it will be placed on the Town's website.
2. Upon receipt of an application, the Town Clerk shall date stamp it and retain the original.
3. The application shall remain on file for a period of two (2) years from the date received. The Town Clerk will contact applicant after the two year period to seek availability and interest. The Town Clerk will forward all applications on file for an open board when a vacancy becomes available on that particular committee, commission or board to the Town Council and to the Town Manager.
4. All new vacancies on the Planning or Zoning Boards will require that the Town Council interview those candidates.
5. The Town Council motion to appoint a candidate to a particular committee, commission or board, shall have the names of each applicant candidate listed on the summary.
6. A written staff recommendation may be submitted to the council through the Town Manager.

7. All applications received shall be available for public review to the extent under law, in the office of the Town Clerk.
8. The mission for each board, commission or committee shall be available in the office of the Town Clerk and on the town's website.

II. REQUIREMENT FOR MEMBERSHIP

1. Applications for the various commissions, committees and boards shall be available in the Town Clerk's Office or on the Town's website.
2. Applications shall be completed and submitted to the Town Clerk no later than the advertised filing date also unless otherwise approved by the unanimous consent of the council only applications received before the scheduled appointment date shall be considered for appointment.
3. The Town Clerk shall notify individuals whose terms are about to expire by letter, to determine if that individual wishes to be considered for reappointment. Members are reappointed at the discretion of the Town Council.
4. Individuals wishing to be considered for reappointment shall notify the Town Clerk prior to the expiration of the date in the letter sent to them.
5. The chairperson of each commission, committee or board shall submit an *Annual Report* including an attendance record, to the Town Clerk, for those individuals wishing to be considered for reappointment.
6. No person shall be appointed to serve concurrently on more than one commission, committee, or board created by the Town Council, with the exception of AdHoc commissions, committees or boards, or dual appointments required by Charter, Ordinance or Resolution. Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.
7. Any appointee who is absent without cause for three (3) consecutive meetings may be subject to removal by the Town Council.
8. When any member of a commission, committee or board is absent for (3) consecutive meetings, the Chairperson shall notify the Town Clerk, who shall in turn notify the Town Council for direction. Should the Chairperson recognize any other attendance deficiencies, the Town Clerk shall be notified, who shall in turn notify the Town Council for direction.

9. The applicant shall comply with all State Laws and Regulations, as well as Ethics Commission requirements for appointees.
10. The applicant shall be a full time resident and elector in the town to be considered for an appointment to the Planning Board, Pension Board and Zoning Board Review.

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

Amended 11-21-16

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 20
Amend No. _____

Date Prepared: December 6, 2016
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Anne M. Irons, CMC -Town Clerk
SUBJECT: Finance Committee

RECOMMENDATION:

That the Town Council reappoint to the Finance Committee one individual for a four year term to expire on December 1, 2020 and one individual as an alternate for a two year term to expire on December 1, 2018.

SUMMARY:

The Finance Committee has two seats available for reappointment. B. William Moylan, Jr., and Christopher Lefoley have requested reappointment and there are currently no applications on file. The following indicates the original board appointment date and expiration date.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
B. William Moylan, Jr.	12/17/2012	12/1/2016
Christopher P. Lefoley (Alternate)	12/15/2014	12/1/2016

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



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TOWN OF NARRAGANSETT

RULES FOR COMMISSION, COMMITTEE AND BOARD APPOINTMENTS

I. SELECTION PROCESS OF MEMBERS

1. As authorized by the Town Council, the Town Clerk shall advertise once a year in a local newspaper, the commissions, committees, and boards that will have upcoming appointments. When a vacancy occurs it will be placed on the Town's website.
2. Upon receipt of an application, the Town Clerk shall date stamp it and retain the original.
3. The application shall remain on file for a period of two (2) years from the date received. The Town Clerk will contact applicant after the two year period to seek availability and interest. The Town Clerk will forward all applications on file for an open board when a vacancy becomes available on that particular committee, commission or board to the Town Council and to the Town Manager.
4. All new vacancies on the Planning or Zoning Boards will require that the Town Council interview those candidates.
5. The Town Council motion to appoint a candidate to a particular committee, commission or board, shall have the names of each applicant candidate listed on the summary.
6. A written staff recommendation may be submitted to the council through the Town Manager.

7. All applications received shall be available for public review to the extent under law, in the office of the Town Clerk.
8. The mission for each board, commission or committee shall be available in the office of the Town Clerk and on the town's website.

II. REQUIREMENT FOR MEMBERSHIP

1. Applications for the various commissions, committees and boards shall be available in the Town Clerk's Office or on the Town's website.
2. Applications shall be completed and submitted to the Town Clerk no later than the advertised filing date also unless otherwise approved by the unanimous consent of the council only applications received before the scheduled appointment date shall be considered for appointment.
3. The Town Clerk shall notify individuals whose terms are about to expire by letter, to determine if that individual wishes to be considered for reappointment. Members are reappointed at the discretion of the Town Council.
4. Individuals wishing to be considered for reappointment shall notify the Town Clerk prior to the expiration of the date in the letter sent to them.
5. The chairperson of each commission, committee or board shall submit an *Annual Report* including an attendance record, to the Town Clerk, for those individuals wishing to be considered for reappointment.
6. No person shall be appointed to serve concurrently on more than one commission, committee, or board created by the Town Council, with the exception of AdHoc commissions, committees or boards, or dual appointments required by Charter, Ordinance or Resolution. Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.
7. Any appointee who is absent without cause for three (3) consecutive meetings may be subject to removal by the Town Council.
8. When any member of a commission, committee or board is absent for (3) consecutive meetings, the Chairperson shall notify the Town Clerk, who shall in turn notify the Town Council for direction. Should the Chairperson recognize any other attendance deficiencies, the Town Clerk shall be notified, who shall in turn notify the Town Council for direction.

9. The applicant shall comply with all State Laws and Regulations, as well as Ethics Commission requirements for appointees.
10. The applicant shall be a full time resident and elector in the town to be considered for an appointment to the Planning Board, Pension Board and Zoning Board Review.

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

Amended 11-21-16

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 21
Amend No. _____

Date Prepared: January 4, 2017
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager

FROM: Anne M. Irons, CMC -Town Clerk

SUBJECT: Historic District Commission

RECOMMENDATION:

That the Town Council President reappoint three individuals to the Historic District Commission for three-year terms to expire on January 1, 2020.

SUMMARY:

The Historic District Commission has three seats available for reappointment. Keith R. Lescarbeau, Wayne G. Douglas, and Kristen J. Connell have all indicated that they are interested in reappointment. There are currently no applications on file. The following indicates the original board appointment date and expiration date of the current members.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
Keith R. Lescarbeau	1/6/2014	1/1/2017
Wayne G. Douglas	5/4/2015	1/1/2017
Kristen J. Connell	10/3/2016	1/1/2017

According to RIGL 45-24.1, eq. seq. and the town's zoning ordinance, Section 5.4 **Historic District Commission** the members shall be appointed by the Town Council President.

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



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www.narragansettri.gov

TOWN OF NARRAGANSETT

RULES FOR COMMISSION, COMMITTEE AND BOARD APPOINTMENTS

I. SELECTION PROCESS OF MEMBERS

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4. All new vacancies on the Planning or Zoning Boards will require that the Town Council interview those candidates.
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9. The applicant shall comply with all State Laws and Regulations, as well as Ethics Commission requirements for appointees.
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Adopted February 1, 2010

Amended 11-15-10

Amended 11-18-13

Amended 11-21-16

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 22
Amend No. _____

Date Prepared: January 10, 2017
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager

FROM: Anne M. Irons, CMC -Town Clerk

SUBJECT: Planning Board

RECOMMENDATION:

That the Town Council appoint/reappoint an individual to the Planning Board for a five year term to expire on November 1, 2021.

SUMMARY:

The Planning Board has one seat available for reappointment. Dr. Joseph O'Neill has indicated that he is interested in reappointment. There is one application on file for David H. Trenteseaux. The following indicates the original board appointment date and expiration date of the current member.

<u>Name</u>	<u>Appointed</u>	<u>Expiration Date</u>
Dr. Joseph O'Neill	10/17/2011	11/1/2016

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ATTACHMENTS:

1. Council Rules for Commission, Committee and Board Appointments



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Adopted February 1, 2010

Amended 11-15-10

Amended 11-18-13

Amended 11-21-16

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 23
Amend No. _____

Date Prepared: January 4, 2017
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager
FROM: Anne M. Irons, CMC, Town Clerk
SUBJECT: Tree Warden Appointment for 2017

RECOMMENDATION:

That the Town Council reappoint a Tree Warden for the Town of Narragansett, pursuant to RIGL 2-14-2.

SUMMARY:

As in accordance to RI State Law 2-14-2 every council must appoint a tree warden. Steven L. Daignault, Jr, is a licensed arborist by the Department of Environmental Management and has agreed to be reappointed as the Tree Warden for the Town of Narragansett.

ATTACHMENTS:

1. Correspondence DEM, Division of Forest Environment



**RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

DIVISION OF FOREST ENVIRONMENT
235 Promenade Street, Suite 394
Providence, RI 02908

Office: 401.222.2445
Fax: 401.222.2444

OFFICIAL TREE WARDEN APPOINTMENT FOR 2017

According to the provisions of RIGL 2-14 as amended, the Town Council of the Town of _____ or the Mayor of the City of _____ did on _____ appoint _____ to be town or city tree warden, subject to the approval of the Director of the Department of Environmental Management.

Mailing Address: _____

Telephone: _____

Email: _____

Standard Arborist License # _____

Signed: _____
Town/City Clerk

Please complete this form and return to:
Tee Jay Boudreau
Division of Forest Environment
235 Promenade Street, Suite 394
Providence, RI 02908

Appointment approved: _____
Director, Department of Environmental Management

**TOWN OF NARRAGANSETT
COUNCIL COMMUNICATION**

CC: 24
Amend No. _____

Date Prepared: January 9, 2017
Council Meeting Date: January 17, 2017

TO: James M. Manni, Town Manager

FROM: Anne M. Irons, CMC -Town Clerk

SUBJECT: Narragansett – South Kingstown Senior Advisory Council

RECOMMENDATION:

That the Town Council appoint three individuals to the Narragansett – South Kingstown Senior Advisory Council.

SUMMARY:

The Narragansett – South Kingstown Senior Advisory Council is in the infancy of forming. We have applications from the following individuals.

<u>Name</u>	<u>Role</u>
Karen Shabshelowitz	Senior
Kathleen M Carland	Rep for Southern RI Volunteers
Diane L. Fasching	Senior

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