

**PORTSMOUTH TOWN COUNCIL MEETING  
JANUARY 11, 2016  
AGENDA**

7:00 PM - TOWN COUNCIL CHAMBERS, TOWN HALL, 2200 EAST MAIN ROAD

PLEDGE OF ALLEGIANCE

SITTING AS THE PORTSMOUTH TOWN COUNCIL

SITTING AS THE BOARD OF LICENSE COMMISSIONERS

1. Victualler License - New

Empire Tea and Coffee, 2005 East Main Road, Owner: Derek Savas, PO Box 4340,  
Middletown, RI

Documents: [Empire Tea And Coffee.pdf](#)

ADJOURN

PRESIDENT'S EXECUTIVE SUMMARY

MINUTES

TCM 12/14/15 and Exec.

Documents: [M 12-14-15 - Draft.pdf](#)

BILLS

Bill List 12/28/15 - Pre-paid

Bill List 01/11/16

Documents: [Bill List - Prepaid From 12-28-15.Pdf](#), [Bill List.pdf](#)

TAX VOUCHERS

Request Approval for Tax Vouchers #20160111-01 to #20160111-08. / M. Helfand

Documents: [Tax Vouchers.pdf](#)

TOWN ADMINISTRATOR'S REPORT

1. Passing of CDR George Wardwell, USN (ret.)
2. Recycling Update
3. Intern Program
4. Tank Farm Update
5. Legislative Priorities for 2016
6. Building Inspector Update
7. Department Updates

APPOINTMENTS AND RESIGNATIONS

1. Appointments:

- a. Tree Commission (Re-Appt.) - J. Fitzgerald, J. Garman

Documents: [J Fitzgerald Tree Commission.pdf](#), [J Garman.pdf](#)

Documents: [J Fitzgerald - Tree Commission.pdf](#), [J Garman.pdf](#)

- b. Tree Warden (Re-Appt.) - J. Fitzgerald

Documents: [J Fitzgerald - Tree Warden.pdf](#)

- c. Harbor Commission (Re-Appt.) - P. Rossi, T. Grieb, D. Batcheller

Documents: [P Rossi.pdf](#), [T Grieb.pdf](#), [D Batcheller.pdf](#)

### **OLD BUSINESS**

1. PUBLIC HEARING: Discussion/Action - Proposed Amendment To Chapter 364 Of The Portsmouth Town Code - Tobacco Products, To Restrict The Use Of Tobacco Products On Any Beach, Park, Athletic Or Recreational Facility Owned By The Town Of Portsmouth. (10)

Documents: [Tobacco Ordinance.pdf](#)

2. PUBLIC HEARING: Discussion/Action - Proposed Amendment To Chapter 274 Of The Portsmouth Town Code - Peddling And Soliciting, To Allow The Town Clerk's Office To Issue Special Event Peddler's Licenses Without Town Council Approval (10)

Documents: [Proposed Amendment Peddling Soliciting.pdf](#)

3. Discussion/Action - Wind Turbine Contract Amendments. / G. Crosby & S. Brusini (15)

Documents: [WED.pdf](#)

- a. Proposed Amendment To Project Agreement And Wind Energy Lease

Documents: [WED Third Amend To Project Agreement.pdf](#), [WED Second Amend Lease.pdf](#)

- b. Presentation Of \$150,000 Performance Bond Required By Previous Council Action

Documents: [WED Performance Bond.pdf](#)

4. Discussion/Action - Meeting Notes From October 21, 2015 - Status Of Project Design: Reconstruction Of East Main Rd., Turnpike Ave. To Union St. / L. Pedro & T. Cunningham, Commonwealth Engineers & Consultants, Inc. (FR: 12/14/15) (10)

Documents: [Commonwealth Meeting Minutes.pdf](#)

### **NEW BUSINESS**

1. Request Permission To Conduct 2016 Race The State Through Portsmouth, August 7, 2016. / H. Piggitt, Manuka Sports Event Management (10)

Documents: [2016 Race The State Overview.pdf](#)

2. Request To Recognize The Efforts Of Many Portsmouth Business Owners And Volunteers That Supported The 2016 Island Park Seals Polar Plunge On 1/1/2016. / J. Vit (5)

Documents: [Polar Plunge.pdf](#)

3. Announcement Of Portsmouth Prevention Coalition's Project Purple Week: January 25-29, 2016. / K. Hamilton (5)

- a. Request Approval Of Project Purple Week Proclamation

Documents: [Project Purple Proclamation.pdf](#)

4. Update/Discussion - Portsmouth Municipal Court. / D. Gleason (10)

Documents: [Municipal Court Overview.pdf](#), [Municipal Court Ordinance.pdf](#)

5. Request Resolution Outlining The Loan Criteria For The RI Infrastructure Bank's Community Septic System Loan Program (CSSLP). / C. McCann (5)

Community Septic System Loan Program (CSSLP). / G. McGovern (3)

Documents: [Resolution - CSSLP Loan Criteria.pdf](#), [R 2015-11-23.Pdf](#)

6. Discussion - FY16 Mid-Year Update . / F. Chan (5)

Documents: [FY16 Mid-Year Update.pdf](#)

### **CORRESPONDENCE**

1. Invitation To Attend The 31st Annual Dr. Martin Luther King, Jr. Birthday Program, 9:30 AM January 18, 2016 At Thompson Middle School And The Luncheon Program At 12:00 PM At The Best Western, Newport

Documents: [Martin Luther King Birthday Celebration.pdf](#)

2. Request Resolution In Support Of Legislation On Controlling Blasting. / A. Weinreich, Charlestown Town Clerk

Documents: [Resolution - Blasting.pdf](#)

3. Application By The City Of Newport, Utilities Department, Water Division To Change Rates With The Rhode Island Public Utilities Commission. / J. Keough, Jr., Keough & Sweeney, Ltd. (The Full Report Is Available For Viewing At The Town Clerk's Office)

Documents: [Water Dept.pdf](#)

4. Notice By Narragansett Electric Company, D/B/A National Grid, Of An Application For The Aquidneck Island Reliability Project That Was Filed With The Energy Facility Siting Board (EFSB). / P. Lacouture, Robinson & Cole, LLP (The Full Report Is Available For Viewing At The Town Clerk's Office)

Documents: [National Grid.pdf](#)

5. Portsmouth Harbor Commission Letter Of Approval To Modify A Portion Of The Planned Mooring Field At Hog Island To Accommodate The Hog Island Dock Proposal Application #2015-02-055 Pending Before CRMC. / T. Grieb, Chair, Portsmouth Harbor Commission

Documents: [Harbor Commission CRMC.pdf](#)

6. Letter To The RIDOT Expressing Concerns Over The Demolition Of The Old Sakonnet River Bridge, The Old Stone Bridge Abutment Project And Other Tiverton Issues. / Rep. John G. Edwards, House Majority Whip, State Representative - District 70, Tiverton / Portsmouth

Documents: [RIDOT Letter.pdf](#)

7. Letter Requesting Support Of The Eastern Rhode Island Conservation District (ERICD) And ERICD 2014-2015 Report. / S. Churgin, ERICD

Documents: [ERICD.pdf](#)

### **FUTURE MEETINGS**

January 23 - Town Council/School Committee Budget Strategy and Planning Meeting (Saturday)

January 25 - Town Council Meeting

February 8 - Town Council Meeting

### **ADJOURN**

The public is welcome to any meeting of the Town's boards or its committees. If communication assistance (readers/interpreters/captions) is needed or any other accommodation to ensure equal participation, please contact the Town Clerk's Office at 683-2101 at least (3) business days prior to the meeting.

POSTED 1/7/16



**PORTSMOUTH TOWN COUNCIL MEETING  
DECEMBER 14, 2015**

MEMBERS PRESENT: Keith E. Hamilton, James A. Seveney, Kevin M. Aguiar,  
Michael A. Buddemeyer, David M. Gleason, Elizabeth A. Pedro  
and Joseph W. Robicheau

TIME: 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was followed by a Moment of Silence for our men and women around the world in harm's way.

**SITTING AS THE PORTSMOUTH TOWN COUNCIL**

**PRESENTATIONS/RECOGNITIONS**

1. Proclamation of Appreciation in Recognition of Building Official, George Medeiros' Retirement

President Hamilton read and presented a Proclamation and Town Tile to retiring Building Inspector George Medeiros.

**PRESIDENT'S EXECUTIVE SUMMARY**

President Hamilton thanked the Glen Manor House Authority for the Open House held yesterday (December 13<sup>th</sup>). He also thanked Police Officer Scott Sullivan for walking 24 hours in order to raise funds for families that need assistance with the holidays. Officer Sullivan raised close to \$20,000.

**MINUTES**

TCM 11/23/15 and Exec.

A motion by Mr. Seveney, seconded by Mr. Buddemeyer, to approve the minutes of TCM 11/23/15 and Exec. Session. The motion carried with Mr. Aguiar abstaining from the Exec. Session minutes and Mr. Hamilton abstaining from both sets of minutes.

**BILLS**

A motion by Mr. Seveney, seconded by Ms. Pedro, to pay all just and due bills in the amount of \$153,916.60. All voted in favor of the motion.

## **TAX VOUCHERS**

Request Approval for Tax Vouchers #20151214-01 to 20151214-05

A motion by Ms. Pedro, seconded by Mr. Seveney, to approve Tax Vouchers #20151214-01 to #20151214-05. All voted in favor of the motion.

## **TOWN ADMINISTRATOR'S REPORT**

1. Update on Onsite Wastewater Maintenance Inspections – On Sept. 28<sup>th</sup> the first batch of letters (120) were sent, 59 field inspections are due and second letters were sent out December 8<sup>th</sup>.
2. Recognition of Lawrence Cook for Placement of MIA/POW Table – Mr. Rainer recognized Lawrence Cook, Carolyn Evans Carbery, Chuck Peterson and Harry Church.
3. Update on the Current Status of the Recreation Department – A draft SOP was presented to Mr. Rainer for comment.

Tim Dunbar gave a quick update of upcoming events/activities:

- Holiday wrapping at Library.
- Free tutoring at Library.
- Holiday camp scheduled.
- Making gingerbread houses plus teaming up with the library for other things.
- Looking into RI Foundation grant.
- In the future: February vacation camp and summer camp
- Tennis, sailing and swimming sessions

Mr. Hamilton requested Mr. Rainer look into having the new gym open between 5-7 a.m. for walking especially in inclement weather.

## **APPOINTMENTS AND RESIGNATIONS**

1. Appointments:

- a. Solid Waste/ Recycling Study Committee (3 Vacancies)

A motion by Mr. Seveney, seconded by Mr. Aguiar, to appoint Theodore Pietz to the Solid Waste/Recycling Study Committee. All voted in favor of the motion.

**APPOINTMENTS AND RESIGNATIONS** (continued)

b. Tree Commission (Re-Appt.) – S. Wheeler & T. Pinto

A motion by Mr. Seveney, seconded by Mr. Robicheau, to re-appoint Scott Wheeler and Teresa Pinto to the Tree Commission. All voted in favor of the motion.

**OLD BUSINESS**

OB 1 – PUBLIC HEARING: Discussion/Action – Proposed Amendments to Chapter 257 of the Portsmouth Town Code – Noise Ordinance: §257-5 Exceptions, Section L and §257-18 Sound Variances, Section C

President Hamilton opened the Hearing and instructed those present to speak on the merits of changing the ordinance and requested that no one speak on what is happening currently in Municipal Court.

a. Petitioner's Memorandum/R. Lantz, Owner, Bill's Sales Firewood and A. Thayer, Sayer, Regan & Thayer

Attorney Adam Thayer, representing Bill's Sales and its owner Robert Lantz, gave a brief history of the issue.

b. Objection to the Noise Variance Request/Mr. & Mrs. Tarney Waring, 30 Crossing Court

Both Tarney and Barbara Waring spoke on behalf of their objection to the Noise Variance request. Their issues:

- Multiple events where noise has been above 75 decibels.
- The adding of a wood-dried kiln that works around the clock, caused the noise to substantially increase, and emit a horrible odor.
- The combination cross-cut saw and log splitter
- Noise readings were taken at Waring front steps and property line, the abutting auto repair business and the water dept.
- Loud screeching noise from cutter and dropping of a load of wood.

When asked if the business kept the noise under 75 decibels would he be satisfied, Mr. Waring replied NO that would be a problem, the business should be able to prove they can be in compliance. Mr. Waring feels the fine should be \$50 a day and they should be able to prove they won't exceed 65 decibels. The kiln kicks on an exhaust fan that works 24/7.

OB 1 – PUBLIC HEARING (continued)

Barbara Waring stated that the kiln runs 24 hours a day, 7 days a week now that the business is bigger. During the day, with bigger trucks and more lumber the vibration of the trucks shakes the house when the trucks are driving along the property line.

- c. Letter in Support of Bill's Sales Request for a Commercial Sound Variance for Sound Beyond its Property Line of 75 Decibels from 7:00 am and 6:00 pm During their Business Days/W.McGlenn, Gen. Mgr./Chief Engineer, Ports. Water & Fire District

A motion by Mr. Seveney, seconded by Ms. Pedro, to continue to February 8, 2016.

A number of persons spoke in support of Mr. Lantz's request.

Ginger Cameron, has new baby up all night, hasn't been bothered by the noise.

Gary Lantz, very upset with the harassing.

Glen Mathias, when he mows the lawn across East Main Road, Mr. Waring makes complaints about him and calls the police

Kelly Packingham, suggested Mr. Waring have a journal noting noises and times.

Joe Raposa, This doesn't seem like is a business-friendly atmosphere.

Robert Edenbach, has family there, only noise complaints are from the back up bells on the water dept. trucks

Judi Staven, asked if abutters would be notified of the Feb. 8<sup>th</sup> meeting.

Jamie Freitas, hard to keep an engine under 65 decibels, Mr. Lantz is trying to keep his small business from being pushed out of town.

Wendy Silvia, stated the Council is not doing anything to help Mr. Lantz and asked that they do the right thing.

Gary Oliveira, everyone has rights.

All voted in favor of the motion.

BREAK: 9:20 p.m.

RETURN: 9:28 p.m.

A motion by Mr. Gleason, seconded by Mr. Seveney, to move NB 3 to be heard next. All voted in favor of the motion.

NB 3 – Request Approval for a Proclamation to Establish an Annual “Portsmouth Founders’ Day” to be Commemorated on March 7<sup>th</sup> Every Year

- a. Request Council to Initiate Plans to Bring the Portsmouth Compact from the RI State Archives for a Ceremony to Celebrate Founders’ Day on March 7, 2016

A motion by Mr. Gleason, seconded by Ms. Pedro, to tentatively approve the Proclamation and read it on January 25, 2016. All voted in favor of the motion.

OB 2 – Request Financial Reimbursement for the Cost and Installation of Trees that were Planted as a Direct Result of the Town’s Actions of the Installation of the Wind Turbine

A motion by Mr. Robicheau, seconded by Mr. Gleason, to split the costs with Ms. Brooks, in the amount of \$7,500. The motion failed 4-3 with Mr. Gleason, Ms. Pedro and Mr. Robicheau in favor.

OB 3 – Request Damages be Paid for Vehicle Accident that Occurred at Transfer Station

- a. Denial of Claim for Vehicle Accident that Occurred at Transfer Station

Mr. Rainer informed the Council that Ms. Capwell has withdrawn her request.

OB 4 – Discussion/Action - Town Administrator’s Goals

Mr. Robicheau requested a detailed list based on time needed, identifying the things to be finished by evaluation time and then a progress report of where the Town Administrator is on the other items.

A motion by Mr. Robicheau, seconded by Ms. Pedro, to receive the Town Administrator’s goals and place them on file. All voted in favor of the motion.

OB 5 – Request to Schedule a Public Hearing to Amend Chapter 364 – Tobacco Products of the Portsmouth Town Code to Restrict the Use of Tobacco Products on Town-owned Beaches, Parks and Recreational Facilities

A motion by Mr. Seveney, seconded by Mr. Robicheau, to schedule a Hearing for January 11, 2016. All voted in favor of the motion.

**NEW BUSINESS**

NB 1 – PUBLIC HEARING: Discussion/Action – FY 2017-2025 Transportation Improvement Program (TIP) Project Submission

- a. Request Approval of Project Prioritization List and Authorization for the Town Administrator to Submit a TIP Application to the Statewide Planning Council on Behalf of the Town of Portsmouth

A motion by Ms. Pedro, seconded by Mr. Robicheau, to switch Stone Bridge to #9 and Bike Path to #15. All voted in favor of the motion.

A motion by Mr. Seveney, seconded by Mr. Robicheau, to approve the list with the one adjustment. All voted in favor of the motion.

NB 2 – Request Fee Waiver to Use the Glen Manor House for the Senior Center's 35<sup>th</sup> Anniversary and Fundraiser Celebration, July 31, 2016

A motion by Mr. Seveney, seconded by Mr. Robicheau, to approve the request. All voted in favor of the motion.

NB 3 – Request Approval for a Proclamation to Establish an Annual “Portsmouth Founders’ Day” to be Commemorated on March 7<sup>th</sup> Every Year

- a. Request Council to Initiate Plans to Bring the Portsmouth Compact from the RI State Archives for a Ceremony to Celebrate Founders’ Day on March 7, 2016

DISCUSSED EARLIER (following OB1)

NB 4 – Discussion/Action – Transfer Station Sticker Price Recommendation

A motion by Mr. Seveney, seconded by Mr. Robicheau, to approve a \$150 sticker fee for the coming year. All voted in favor of the motion.

NB 5 – Discussion/Action – Sale of Excess Equipment to WP Management Group, LLC, Operators of Melville Ponds Campground

A motion by Mr. Seveney, seconded by Ms. Pedro, to approve. All voted in favor of the motion.

NB 6 – Discussion/Action – Approval of On-Call Snow Removal Vendors

A motion by Mr. Seveney, seconded by Mr. Gleason, to accept All Island and JAM with JAM as primary. All voted in favor of the motion.

Mr. Rainer stated that in lieu of plowing the Schools, the DPW will be providing maintenance and cleaning of catch basins and other items.

Ms. Pedro requested that the School Department be made aware that the Town has an ordinance stating that vendors who owe the Town fees cannot be hired.

NB 7 – Discussion/Action – Proposed FY 2017 Budget Calendar

A motion by Mr. Seveney, seconded by Mr. Gleason, to approve the FY 2016-17 budget Calendar. All voted in favor of the motion.

NB 8 – Discussion/Action – Camera Security Project

A motion by Mr. Robicheau, seconded by Mr. Aguiar, to approve the installation of a camera system in the amount of \$14,655. The motion carried 6-1 with Ms. Pedro opposed.

NB 9 – Discussion/Action – Recommended Property Insurance Coverage on Town Properties

A motion by Ms. Pedro, seconded by Mr. Robicheau, to approve. All voted in favor of the motion.

NB 10 – Discussion/Action – Re-designation of Special Revenue and Agency Funds

A motion by Mr. Gleason, seconded by Mr. Robicheau, to table to budget discussions. All voted in favor of the motion.

NB 11 – Request Authorization to Pay Bills in Accordance with the Regular Agenda Deadline

A motion by Mr. Seveney, seconded by Mr. Gleason, to approve the request for authorization to pay bills in accordance with the regular agenda deadline. All voted in favor of the motion.

**CORRESPONDENCE**

1. Meeting Notes from October 21, 2015 – Status of Project Design: Reconstruction of East Main Rd., Turnpike Ave. to Union St. / T. Cunningham, Commonwealth Engineers & Consultants, Inc.

A motion by Ms. Pedro, seconded by Mr. Gleason, to pull Correspondence #1 off the agenda and place it on January 11, 2016's agenda. All voted in favor of the motion.

2. Letter Urging All City and Town Council Members, Managers and Planners to take into Consideration the Implicit Obligations to Comply with the Recently Restated Expectations of the Affirmatively Furthering Fair Housing (AFFH) Rule. / B. Newberry, House of Representatives Minority Leader
3. Notice of Proposed OWTS Requiring Variance from OWTS Regulations - Plat 20 Lots 1, 2, 3, 4, & 13 and Plat 25 Lot 2 on Park Ave., Lot Owned by AP Enterprise, LLC, 28 Teal Drive, Wakefield, RI/E. Prive, DiPrete Engineering
4. Thank You Note to Council for Receiving a Certificate of Appreciation for Military Service. George S. Allen, Capt. USN (Retired)

A motion by Mr. Robicheau, seconded by Mr. Seveney, to receive and place on file Correspondence items 2, 3, and 4. The motion carried 6-1 with Ms. Pedro opposed.

Ms. Pedro announced the specifics of Correspondence #3, in case any of the viewing public might be interested in commenting on the proposal.

**FUTURE MEETINGS**

December 28, 2015 – Town Council Meeting – Cancelled  
January 11, 2016 – Town Council Meeting

**EXECUTIVE SESSION**

1. RIGL 42-46-5(a) (2) – Litigation: Sakonnet River Bridge
2. RIGL 42-46-5(a) (2) – Collective Bargaining: PMEA

A motion by Mr. Seveney, seconded by Mr. Robicheau, to go into Executive Session under RIGL 42-46-5 (a) (2) Litigation, Sakonnet River Bridge and Collective Bargaining, PMEA. All voted in favor of the motion.

TIME: 11:05 PM

TIME: 11:30 PM – Mr. Aguiar returned to the chamber.

**RETURN TO OPEN SESSION**

**OPEN SESSION**

President Hamilton announced that the Town Council met in Executive Session for discussions on the Status of the Sakonnet River Bridge lawsuit and also on Collective Bargaining: PMEA. The Council voted seven to zero to accept a new three year contract with the PMEA.

A motion by Mr. Seveney, seconded by Mr. Robicheau, to adjourn. All voted in favor of the motion.

**ADJOURN**

TIME: 11:38 PM

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Joanne M. Mower, Town Clerk

**BILL LIST**

**Bill List Expenditures**  
Town of Portsmouth 2015-2016

12/28/2015 3:06:53 PM

Vendor	Account Number	Date	Description	Amount
<b>Line Item 10002 TOWN ADMINISTRATOR</b>				
CHAPPELL & CHAPPELL	1-01-312-10002-04	12/29/2015	LEGAL SERVICES PROF SERVICES: NOVEMBER	\$1,525.00
URSILLO, TEITZ & RITCH, LTD.	1-01-312-10002-04	12/29/2015	LEGAL SERVICES PROF SER: LABOR MATTERS	\$4,310.50
W B MASON CO INC	1-01-401-10002-04	12/29/2015	OFFICE SUPPLIES & EQUIPMEN TOWN ADMIN: OFFICE SUPPLIES	\$60.00
<b>Sub Total:</b>				<b>\$5,895.50</b>
<b>Line Item 10003 TOWN CLERK</b>				
ACS ENTERPRISE SOLUTIONS IN	1-01-333-10003-06	12/29/2015	LAND EVID/VITAL STATS TOWN CLERK: LAND EVIDENCE	\$32.63
FALL RIVER MODERN PRINTING C	1-01-402-10003-06	12/29/2015	PROBATE COURT SUPPLIES TOWN CLERK: PROBATE SUPPLIES	\$130.00
<b>Sub Total:</b>				<b>\$162.63</b>
<b>Line Item 10004 CANVASSING</b>				
EAST BAY NEWSPAPERS	1-01-316-10004-08	12/29/2015	ADVERTISING CANVASSING: 11/16-20 & 11/23-27	\$327.60
EAST BAY NEWSPAPERS	1-01-316-10004-08	12/29/2015	ADVERTISING CANVASSING: 11/16-20 & 11/23-27	\$352.80
EAST BAY NEWSPAPERS	1-01-316-10004-08	12/29/2015	ADVERTISING CANVASSING: 11/16-20 & 11/23-27	\$181.44
FALL RIVER MODERN PRINTING C	1-01-318-10004-08 *	12/29/2015	PRINTING CANVASSING: PRINTING	\$275.16
GRAINGER INC	1-01-600-10004-08	12/29/2015	ELECTION EXPENSE CANVASSING: SPECIAL ELECTION EXPENS	\$321.50
KENNEDY PERSONNEL SERVICES	1-01-129-10004-08	12/29/2015	TEMPORARY ASSISTANCE CANVASSING: TEMP ASST	\$728.00
KENNEDY PERSONNEL SERVICES	1-01-129-10004-08	12/29/2015	TEMPORARY ASSISTANCE CANVASSING: TEMP ASST	\$728.00
KENNEDY PERSONNEL SERVICES	1-01-129-10004-08	12/29/2015	TEMPORARY ASSISTANCE CANVASSING: TEMP ASST	\$728.00
PORTSMOUTH ACE HARDWARE	1-01-600-10004-08	12/29/2015	ELECTION EXPENSE CANVASSING: SPECIAL ELECTION EXPENS	\$11.98
SCOTT A. SHERMAN	1-01-328-10004-08	12/29/2015	CUSTODIAL SERVICE CANVASSING: CUSTODIAL 11/30-12/2	\$120.00
ST BARNABAS CHURCH	1-01-335-10004-08 *	12/29/2015	RENT/POLLING SITES CANVASSING: POLLING SITE COSTS	\$125.00
THE ALLIED GROUP INC	1-01-318-10004-08 *	12/29/2015	PRINTING CANVASSING: PRINTING	\$296.00
THE ALLIED GROUP INC	1-01-318-10004-08 *	12/29/2015	PRINTING CANVASSING: PRINTING	\$299.58
W B MASON CO INC	1-01-318-10004-08 *	12/29/2015	PRINTING CANVASSING	\$316.70
W B MASON CO INC	1-01-401-10004-08	12/29/2015	OFFICE SUPPLIES & EQUIPMEN CANVASSING: OFFICE SUPPLIES	\$163.20
<b>Sub Total:</b>				<b>\$4,974.96</b>
<b>Line Item 20001 FINANCE/PERSONNEL</b>				
EAST BAY NEWSPAPERS	1-01-316-20001-20	12/29/2015	ADVERTISING ADVERTISING: BUILDING OFFICIAL	\$151.20
MASSACHUSETTS MUNICIPAL AS	1-01-316-20001-20	12/29/2015	ADVERTISING ADVERTISING: ASST PLANNER	\$215.00
R. I. INTERLOCAL RISK MGMT. TR	1-01-331-20001-20 *	12/29/2015	LIABILITY INSURANCE PREMIUM FINANCE: P&L COVERAGE 15-16	\$4,624.00
UNIVERSITY OF RHODE ISLAND	1-01-315-20001-20 *	12/29/2015	TESTING POLICE: TESTING	\$7,475.00
<b>Sub Total:</b>				<b>\$12,465.20</b>

PRE-PAID

Vendor	Account Number	Date	Description	Amount
<b>Line Item 20002 TAX ASSESSOR/COLLECTOR</b>				
W B MASON CO INC	1-01-401-20002-22	12/29/2015	OFFICE SUPPLIES & EQUIPMEN TAX: OFFICE SUPPLIES	\$406.22
			Sub Total:	\$406.22
<b>Line Item 30000 PUBLIC SAFETY/WORKS</b>				
SEGAL CONSULTING	1-18-700-30000-00 *	12/29/2015	PENSION ADMINISTRATIVE EXP PENSION ADMINISTRATION: CONSULTING	\$15,000.00
			Sub Total:	\$15,000.00

**PRE-PAID**

Vendor	Account Number	Date	Description	Amount
<b>Line Item 31001 POLICE</b>				
ANDREA'S POLICE SUPPLY, INC.	1-01-454-31001-24	12/29/2015	POLICE ACADEMY RECRUITS	\$1,060.78
ANDREA'S POLICE SUPPLY, INC.	1-01-454-31001-24	12/29/2015	POLICE ACADEMY RECRUITS	\$1,040.78
ANDREA'S POLICE SUPPLY, INC.	1-01-454-31001-24	12/29/2015	POLICE ACADEMY RECRUITS	\$1,095.78
BARDON DATA SYSTEMS	1-01-399-31001-24	12/29/2015	COMPUTER REPLACEMENT/RE	\$422.85
CENTRAL EQUIPMENT CO., INC.	1-01-434-31001-24	12/29/2015	MISCELLANEOUS	\$355.00
FIRST FORD INC	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$43.78
FIRST FORD INC	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$1,688.07
FIRST FORD INC	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$23.46
MAINTENANCE SUPPLY DISTRIBU	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$40.87
NAPA AUTO PARTS	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$11.16
NAPA AUTO PARTS	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	(\$193.17)
NAPA AUTO PARTS	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$195.30
NAPA AUTO PARTS	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$26.04
NAPA AUTO PARTS	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	(\$82.50)
NAPA AUTO PARTS	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$124.02
NAPA AUTO PARTS	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$71.61
NAPA AUTO PARTS	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$47.89
NAPA AUTO PARTS	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$350.34
NAPA AUTO PARTS	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$314.34
OLIVEIRA'S SERVICE STATION	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$385.00
ONE STOP BUILDING SUPPLY	1-01-405-31001-24	12/29/2015	BUILDING MAINTENANCE	\$101.60
POST ALL	1-01-408-31001-24	12/29/2015	EQUIPMENT MAINT/REPAIRS	\$34.73
PREFERRED CONCRETE CORPOR	1-01-405-31001-24	12/29/2015	BUILDING MAINTENANCE	\$368.00
RAY'S TOWING SERVICE	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$82.00
RIVERHEAD BUILDING SUPPLY C	1-01-434-31001-24	12/29/2015	MISCELLANEOUS	\$23.88
STATE OF RHODE ISLAND	1-01-452-31001-24	12/29/2015	FINGERPRINTING SERVICES	\$570.00
STEVE'S FAMOUS PIZZA	1-01-405-31001-24	12/29/2015	BUILDING MAINTENANCE	\$67.83
STEVE'S TRANSMISSION, LLC	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$1,967.85
SULLIVAN TIRE COMPANIES	1-01-346-31001-24	12/29/2015	VEHICLE MAINT/REPAIRS	\$299.52
T.J. RUSSELL CO., INC.	1-01-405-31001-24	12/29/2015	BUILDING MAINTENANCE	\$48.00
T.J. RUSSELL CO., INC.	1-01-405-31001-24	12/29/2015	BUILDING MAINTENANCE	\$34.90
TNT CLEANING SERVICES, INC.	1-01-404-31001-24	12/29/2015	JANITORIAL SERVICE	\$2,426.66
TNT CLEANING SERVICES, INC.	1-01-404-31001-24	12/29/2015	JANITORIAL SERVICE	\$2,426.66
W B MASON CO INC	1-01-401-31001-24	12/29/2015	OFFICE SUPPLIES	\$69.01
W B MASON CO INC	1-01-401-31001-24	12/29/2015	OFFICE SUPPLIES	\$13.97
W B MASON CO INC	1-01-401-31001-24	12/29/2015	OFFICE SUPPLIES	\$29.25
W B MASON CO INC	1-01-401-31001-24	12/29/2015	OFFICE SUPPLIES	\$444.73

**PRE-PAID**

Sub Total: \$16,029.99

Vendor	Account Number	Date	Description	Amount
<b>Line Item 31003 FIRE</b>				
BOUND TREE MEDICAL LLC	1-01-403-31003-28	12/29/2015	MEDICAL SUPPLIES/EQUIPMEN FIRE MEDICAL SUPPLIES	\$177.99
CLEMENTS' MARKETPLACE	1-01-401-31003-28 *	12/29/2015	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$3.99
CLINICAL ONE HOME MEDICAL	1-01-403-31003-28	12/29/2015	MEDICAL SUPPLIES/EQUIPMEN FIRE MEDICAL SUPPLIES	\$712.75
CLINICAL ONE HOME MEDICAL	1-01-403-31003-28	12/29/2015	MEDICAL SUPPLIES/EQUIPMEN FIRE MEDICAL SUPPLIES	\$225.50
CLINICAL ONE HOME MEDICAL	1-01-403-31003-28	12/29/2015	MEDICAL SUPPLIES/EQUIPMEN FIRE MEDICAL SUPPLIES	\$55.50
CLINICAL ONE HOME MEDICAL	1-01-403-31003-28	12/29/2015	MEDICAL SUPPLIES/EQUIPMEN FIRE MEDICAL SUPPLIES	\$187.22
CLINICAL ONE HOME MEDICAL	1-01-403-31003-28	12/29/2015	MEDICAL SUPPLIES/EQUIPMEN FIRE MEDICAL SUPPLIES	\$54.53
DePAUL DIESEL SERVICE, INC.	1-01-406-31003-28	12/29/2015	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$40.14
GREENWOOD EMERGENCY VEHI	1-01-406-31003-28	12/29/2015	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$414.49
GREENWOOD EMERGENCY VEHI	1-01-501-31003-28	12/29/2015	EQUIPMENT NEW & REPLACE FIRE: EQUIPMENT	\$25.38
GREENWOOD EMERGENCY VEHI	1-01-406-31003-28	12/29/2015	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$92.07
HOME DEPOT CREDIT SERVICES	1-01-405-31003-28	12/29/2015	BUILDING MAINTENANCE FIRE: BUILD MAINT	\$85.47
MICHAEL CRANSON	1-01-401-31003-28 *	12/29/2015	OFFICE SUPPLIES/EQUIPT MAIN FIRE:MEETINS, LUNCHES, SUPPLIES	\$158.11
NAPA AUTO PARTS	1-01-406-31003-28	12/29/2015	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$21.39
NEW ENGLAND BOATWORKS, INC	1-01-412-31003-28	12/29/2015	VEHICLE FUEL-GASOLINE FIRE: GASOLINE	\$273.10
NEW ENGLAND PRINTING SOLUTI	1-01-403-31003-28	12/29/2015	MEDICAL SUPPLIES/EQUIPMEN FIRE: MEDICAL SUPPLIES	\$397.49
PORT SUPPLY	1-01-501-31003-28	12/29/2015	EQUIPMENT NEW & REPLACE FIRE: EQUIPMENT	\$229.94
PORTSMOUTH ACE HARDWARE	1-01-405-31003-28	12/29/2015	BUILDING MAINTENANCE FIRE: BUILD MAINT	\$53.96
PORTSMOUTH ACE HARDWARE	1-01-501-31003-28	12/29/2015	EQUIPMENT NEW & REPLACE FIRE: EQUIPMENT	\$73.94
PORTSMOUTH ACE HARDWARE	1-01-405-31003-28	12/29/2015	BUILDING MAINTENANCE FIRE: BUILD MAINT	\$6.97
ROBERT MAGLIONE	1-01-290-31003-28	12/29/2015	EDUCATION/TRAINING FIRE: OFFICER'S DESK REFERENCE	\$98.26
STAPLES CREDIT PLAN	1-01-401-31003-28 *	12/29/2015	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$21.79
STAPLES CREDIT PLAN	1-01-401-31003-28 *	12/29/2015	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$149.99
STAPLES CREDIT PLAN	1-01-401-31003-28 *	12/29/2015	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$28.72
STAPLES CREDIT PLAN	1-01-401-31003-28 *	12/29/2015	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$27.07
STAPLES CREDIT PLAN	1-01-401-31003-28 *	12/29/2015	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$22.90
STAPLES CREDIT PLAN	1-01-401-31003-28 *	12/29/2015	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$26.95
STAPLES CREDIT PLAN	1-01-401-31003-28 *	12/29/2015	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$60.70
STAPLES CREDIT PLAN	1-01-401-31003-28 *	12/29/2015	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$65.38
STROBES N' MORE	1-01-501-31003-28	12/29/2015	EQUIPMENT NEW & REPLACE FIRE: EQUIPMENT	\$167.23
T.J. RUSSELL CO., INC.	1-01-405-31003-28	12/29/2015	BUILDING MAINTENANCE FIRE: BUILD MAINT	\$79.80
THE DAWSON GROUP	1-01-918-31003-28	12/29/2015	AMBULANCE BILLING SERVICE FIRE: AMBULANCE BILLING	\$4,112.63
TIVERTON AUTO BODY, INC.	1-01-406-31003-28	12/29/2015	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$400.00
UNIFIRST CORPORATION	1-01-405-31003-28	12/29/2015	BUILDING MAINTENANCE FIRE: BUILD MAINT	\$91.73
UNIFIRST CORPORATION	1-01-405-31003-28	12/29/2015	BUILDING MAINTENANCE FIRE: BUILD MAINT	\$86.19

Sub Total: \$8,729.27

**PRE-PAID**

BILL LIST

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Vendor	Account Number		Date	Description	Amount
<b>Line Item 31005 HARBORMASTER</b>					
AQUIDNECK MOORING COMPANY	1-01-503-31005-35	REGULATORY BUOY MAINTENA	12/29/2015	HARBORMASTER: BUOY	\$1,400.00
PORT SUPPLY	1-01-501-31005-35	EQUIPMENT (SAFETY AND PER	12/29/2015	HARBORMASTER: EQUIPMENT	\$10.44
				Sub Total:	<u>\$1,410.44</u>

**PRE-PAID**

Vendor	Account Number	Date	Description	Amount
<b>Line Item 33001 PUBLIC WORKS</b>				
A&R MARINE CORP	1-01-639-33001-32	12/29/2015	P.I. TRANSPORTATION DPW: PI FERRY	\$271.15
A&R MARINE CORP	1-88-649-33001-32 *	12/29/2015	XFER STA-PI RECYCLING DPW: PI FERRY RECYCLING	\$730.95
AQUIDNECK FASTENERS, INC.	1-01-428-33001-32	12/29/2015	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIP	\$35.42
ATEC, INC.	1-01-428-33001-32	12/29/2015	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIP	\$83.05
BAYNES & JONES ELECTRIC	1-01-434-33001-32	12/29/2015	TOWNWIDE BLDGS/GROUNDS DPW: TOWNWIDE	\$6.50
BETA GROUP INC	1-01-690-33001-32 *	12/29/2015	DPW 15-16 PAVING DPW: PAVE MGMT UPDATE 10/31-11/27	\$4,375.00
BULK LAWN & GARDEN EQUIP	1-01-428-33001-32	12/29/2015	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIP	\$88.95
COASTAL ELECTRIC INC.	1-01-434-33001-32	12/29/2015	TOWNWIDE BLDGS/GROUNDS DPW: FIRE ALARM TESTING	\$2,600.00
CORE BUSINESS TECHNOLOGIES	1-01-401-33001-32	12/29/2015	OFFICE SUPPLIES/EQUIP MAINT DPW: OFFICE SUPPLIES	\$114.57
DAVID P. KEHEW	1-01-690-33001-32 *	12/29/2015	DPW 15-16 PAVING DPW: PAVING EXPENSES	\$27.03
DAVID P. KEHEW	1-01-290-33001-32 *	12/29/2015	LICENSING/DUES/MEMBERSHIP DPW: TRAINING	\$329.42
GRAINGER INC	1-01-428-33001-32	12/29/2015	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIP	\$233.70
GRAINGER INC	1-01-401-33001-32	12/29/2015	OFFICE SUPPLIES/EQUIP MAINT DPW: OFFICE SUPPLIES	\$115.40
HARRIS BLINDS & SHUTTERS	1-01-434-33001-32	12/29/2015	TOWNWIDE BLDGS/GROUNDS TOWN HALL: BLINDS	\$7,998.00
INTERNATIONAL PAVING CORPO	1-01-690-33001-32 *	12/29/2015	DPW 15-16 PAVING DPW: FERREIRA TERR REPAIRS	\$7,250.00
NEW ENGLAND PIPING & WELDIN	1-01-434-33001-32	12/29/2015	TOWNWIDE BLDGS/GROUNDS DPW: FIRE DEPT	\$4,100.00
P.J. KEATING COMPANY	1-01-690-33001-32 *	12/29/2015	DPW 15-16 PAVING DPW: PAVING EXPENSES	\$3,667.50
PIONEER HEAVY DUTY PARTS IN	1-01-329-33001-32	12/29/2015	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$445.30
PIONEER HEAVY DUTY PARTS IN	1-01-329-33001-32	12/29/2015	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$412.88
PORTSMOUTH ACE HARDWARE	1-01-428-33001-32	12/29/2015	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIP	\$18.99
PORTSMOUTH ACE HARDWARE	1-01-434-33001-32	12/29/2015	TOWNWIDE BLDGS/GROUNDS DPW: TOWNWIDE	\$15.98
PORTSMOUTH ACE HARDWARE	1-01-428-33001-32	12/29/2015	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIP	\$82.84
PORTSMOUTH ACE HARDWARE	1-01-434-33001-32	12/29/2015	TOWNWIDE BLDGS/GROUNDS DPW: TOWNWIDE	\$37.98
PRO TOOL & SUPPLY INC	1-01-428-33001-32	12/29/2015	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIP	\$2,835.00
RHOMAR INDUSTRIES INC	1-01-690-33001-32 *	12/29/2015	DPW 15-16 PAVING DPW: PAVING EXPENSES	\$520.45
SEALCOATING, INC.	1-01-690-33001-32 *	12/29/2015	DPW 15-16 PAVING DPW: CRACKSEALING	\$24,308.18
STAFFORD DESIGN BUILD	1-01-428-33001-32	12/29/2015	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIP	\$2,450.00
STANLEY TREE SERVICE, INC	1-01-433-33001-32	12/29/2015	TREE MAINT & PLANTING wGAR DPW: TREE MAINT	\$2,940.00
STANLEY TREE SERVICE, INC	1-01-433-33001-32	12/29/2015	TREE MAINT & PLANTING wGAR DPW: TREE MAINT	\$2,272.50
T.J. RUSSELL CO., INC.	1-01-434-33001-32	12/29/2015	TOWNWIDE BLDGS/GROUNDS FINANCE: TOWN HALL SUPPLIES	\$77.30
TOWN OF BRISTOL	1-01-639-33001-32	12/29/2015	P.I. TRANSPORTATION DPW: PI FERRY PARKING 2016	\$850.00
TRAFFIC SIGNS & SAFETY INC	1-01-418-33001-32	12/29/2015	STREET SIGNS DPW: STREET SIGNS	\$150.00
TRAFFIC SIGNS & SAFETY INC	1-01-418-33001-32	12/29/2015	STREET SIGNS DPW: STREET SIGNS	\$112.50
TRAVERS PLUMBING & HEATING I	1-01-405-33001-32	12/29/2015	BUILDING MAINT DPW: BUILD MAINT	\$215.00
W B MASON CO INC	1-01-434-33001-32	12/29/2015	TOWNWIDE BLDGS/GROUNDS FINANCE: TOWN HALL SUPPLIES	\$110.97
W B MASON CO INC	1-01-401-33001-32	12/29/2015	OFFICE SUPPLIES/EQUIP MAINT DPW: OFFICE SUPPLIES	\$169.42
WASTE MANAGEMENT OF RI, INC	1-88-649-33001-32 *	12/29/2015	XFER STA-PI RECYCLING DPW: PI RECYCLING	\$615.15

**PRE-PAID**

Sub Total: \$70,667.08

BILL LIST

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Vendor	Account Number	Date	Description	Amount
<b>Line Item 33002 BUILDING INSPECTION</b>				
A&R MARINE CORP	1-01-435-33002-33	12/29/2015	PRUD IS. INSPECTIONS	\$39.20
EAST BAY NEWSPAPERS	1-01-611-33002-33	12/29/2015	ZONING BOARD OF REVIEW	\$201.60
FALL RIVER MODERN PRINTING C	1-01-613-33002-33	12/29/2015	BUILDING CODE BOARD OF REV	\$9.00
Sub Total:				\$249.80
<b>Line Item 54003 GLEN COMMITTEE/MAINT</b>				
DAN SMITH	1-01-700-54003-48 *	12/29/2015	BLDG/GROUNDS MAINTENANCE	\$400.00
REPUBLIC SERVICES #097	1-01-322-54003-48 *	12/29/2015	REFUSE DISPOSAL	\$23.34
SHS PEST CONTROL CORP.	1-01-700-54003-48 *	12/29/2015	BLDG/GROUNDS MAINTENANCE	\$65.00
Sub Total:				\$488.34
<b>Line Item 54004 MANOR HOUSE COMM</b>				
CRYSTAL SPRING WATER CO.	1-01-403-54004-50	12/29/2015	SUPPLIES	\$49.65
MYWEDDING LLC	1-01-316-54004-50	12/29/2015	ADVERTISING	\$3,836.00
NEWPORT COUNTY PROPANE, IN	1-01-345-54004-50	12/29/2015	PROPANE GAS-MANOR HOUSE	\$79.45
OCEAN STATE JANITORIAL SERVI	1-01-137-54004-50	12/29/2015	CUSTODIAL SERVICES	\$882.00
SUPERIOR PLUS ENERGY SERVIC	1-01-410-54004-50	12/29/2015	HEATING FUEL - OIL	\$971.32
WASTE MANAGEMENT OF RI, INC	1-01-322-54004-50	12/29/2015	REFUSE DISPOSAL	\$188.93
Sub Total:				\$6,007.35
<b>Line Item 54005 RECREATION DEPT</b>				
STAPLES CREDIT PLAN	1-01-401-54005-00 *	12/29/2015	OFFICE SUPPLIES	\$268.00
Sub Total:				\$268.00
<b>Line Item 61004 * No LINE ITEM Descriptor *</b>				
BOCK AND CLARK ENVIRONMENT	1-99-689-61004-00 *	12/29/2015	15-16 TOWN CIP EXP	\$1,850.00
Sub Total:				\$1,850.00
<b>Line Item 70500 * No LINE ITEM Descriptor *</b>				
MICHAEL CRANSON	1-53-861-70500-00 *	12/29/2015	FIRE PLAN REVIEW NON-PAYR	\$6.74
TRITECH SOFTWARE SYSTEMS	1-53-861-70500-00 *	12/29/2015	FIRE PLAN REVIEW NON-PAYR	\$650.00
Sub Total:				\$656.74

PRE-PAID

Vendor	Account Number	Date	Description	Amount
<b>Line Item 72900 TRF STATION SOLID WASTE</b>				
J. R. VINAGRO CORPORATION	1-88-863-72900-00 *	12/29/2015	TRANSFER STATION: NON HAZ MIXED	\$1,239.56
Sub Total:				\$1,239.56
 <b>Line Item 72902 TRF STATION PI SOLID WAST</b>				
A&R MARINE CORP	1-88-863-72902-00 *	12/29/2015	DPW: PI FERRY SOLID WASTE	\$1,072.65
WASTE MANAGEMENT OF RI, INC	1-88-863-72902-00 *	12/29/2015	DPW: PI SOLID WASTE	\$1,327.26
Sub Total:				\$2,399.91
<b>Batch BILL LIST</b>				<b>\$148,900.99</b>

**PRE-PAID**

Vendor	Account Number	Date	Description	Amount
<b>Line Item 10002 TOWN ADMINISTRATOR</b>				
LAW OFFICE OF KEVIN GAVIN	1-01-312-10002-04	12/10/2015	LEGAL SERVICES PROFESSIONAL SERVICES	\$9,050.00
<b>Sub Total:</b>				<b>\$9,050.00</b>
<b>Line Item 20001 FINANCE/PERSONNEL</b>				
PORTSMOUTH WATER & FIRE DIS	1-07-434-20001-20 *	12/23/2015	FINANCE MISC PASS THRU ONL 1680: COGGESHALL SCHOOL	\$1,680.00
PORTSMOUTH WATER & FIRE DIS	1-07-434-20001-20 *	12/23/2015	FINANCE MISC PASS THRU ONL 5403: GLEN FARM EQUESTRIAN #6	\$31.78
PORTSMOUTH WATER & FIRE DIS	1-07-434-20001-20 *	12/23/2015	FINANCE MISC PASS THRU ONL 5407: DERBY HOUSE (LION'S CLUB)	\$11.01
PORTSMOUTH WATER & FIRE DIS	1-07-434-20001-20 *	12/23/2015	FINANCE MISC PASS THRU ONL 5404: GLEN FARM EQUESTRIAN #7	\$266.76
PORTSMOUTH WATER & FIRE DIS	1-07-434-20001-20 *	12/23/2015	FINANCE MISC PASS THRU ONL 5406: GLEN FARM EQUESTRIAN #9	\$31.78
PORTSMOUTH WATER & FIRE DIS	1-07-434-20001-20 *	12/23/2015	FINANCE MISC PASS THRU ONL 5405: GLEN FARM EQUESTRIAN #8	\$126.04
<b>Sub Total:</b>				<b>\$2,147.37</b>
<b>Line Item 33001 PUBLIC WORKS</b>				
ALL ISLAND LANDSCAPE, INC.	1-01-389-33001-00 *	12/23/2015	EQUIPMENT RENTAL DPW: SCREENER RENTAL	\$5,000.00
PORTSMOUTH WATER & FIRE DIS	1-01-434-33001-32	12/23/2015	TOWNWIDE BLDGS/GROUNDS 5610: GLEN FARM - SPECIAL EVENTS	\$25.66
PORTSMOUTH WATER & FIRE DIS	1-01-434-33001-32	12/23/2015	TOWNWIDE BLDGS/GROUNDS 273710: TOWN HALL HYDRANT	\$11.01
PORTSMOUTH WATER & FIRE DIS	1-01-434-33001-32	12/23/2015	TOWNWIDE BLDGS/GROUNDS 273700: TOWN HALL	\$294.51
PORTSMOUTH WATER & FIRE DIS	1-01-434-33001-32	12/23/2015	TOWNWIDE BLDGS/GROUNDS 5445: GLEN FARM - ACTIVITY FIELD	\$12.40
PORTSMOUTH WATER & FIRE DIS	1-01-434-33001-32	12/23/2015	TOWNWIDE BLDGS/GROUNDS 5408: PHELPS HOUSE	\$11.01
PORTSMOUTH WATER & FIRE DIS	1-01-434-33001-32	12/23/2015	TOWNWIDE BLDGS/GROUNDS 5452: GLEN FARM - SOCCER FIELD	\$11.82
PORTSMOUTH WATER & FIRE DIS	1-01-434-33001-32	12/23/2015	TOWNWIDE BLDGS/GROUNDS 5609: GLEN FARM - SPECIAL EVENTS	\$107.32
THYSSEN KRUPP ELEVATOR, INC.	1-01-434-33001-32	12/23/2015	TOWNWIDE BLDGS/GROUNDS TOWN HALL ELEVATOR: 50% PAYMENT	\$1,489.00
<b>Sub Total:</b>				<b>\$6,962.73</b>
<b>Line Item 54003 GLEN COMMITTEE/MAINT</b>				
PORTSMOUTH WATER & FIRE DIS	1-01-437-54003-48 *	12/23/2015	WATER 5188: GLEN PARK	\$65.72
<b>Sub Total:</b>				<b>\$65.72</b>
<b>Line Item 54004 MANOR HOUSE COMM</b>				
PORTSMOUTH WATER & FIRE DIS	1-01-437-54004-50	12/23/2015	WATER 1904: MANOR HOUSE	\$1,345.94
<b>Sub Total:</b>				<b>\$1,345.94</b>
<b>Line Item 72900 TRF STATION SOLID WASTE</b>				
RI RESOURCE RECOVERY CORP	1-88-863-72900-00 *	12/10/2015	XFER STA SOLID WASTE DISPO TRANSFER STATION	\$12,755.36
<b>Sub Total:</b>				<b>\$12,755.36</b>

PREPAY

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Vendor	Account Number	Date	Description	Batch	PREPAY	Amount
						\$32,327.12

**PRE-PAID**

PREPAY

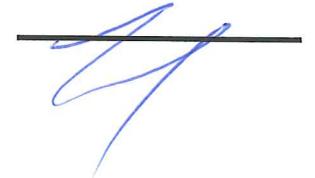
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Vendor	Account Number	Date	Description	Amount
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Grand Total: \$181,228.11

Reviewed



**PRE-PAID**

**BILL LIST**

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Vendor	Account Number	Date	Description	Amount
<b>Line Item 10002 TOWN ADMINISTRATOR</b>				
KENNEDY PERSONNEL SERVICES	1-01-129-10002-04 *	1/12/2016	TEMPORARY ASSISTANCE TOWN ADMIN: TEMP ASST	\$405.60
<b>Sub Total:</b>				<b>\$405.60</b>
<b>Line Item 10003 TOWN CLERK</b>				
ACS ENTERPRISE SOLUTIONS IN	1-01-333-10003-06	1/12/2016	LAND EVID/VITAL STATS TOWN CLERK: LAND EVIDENCE	\$997.35
ACS ENTERPRISE SOLUTIONS IN	1-01-333-10003-06	1/12/2016	LAND EVID/VITAL STATS TOWN CLERK: OVERPAYMENT #84167	(\$34.57)
<b>Sub Total:</b>				<b>\$962.78</b>
<b>Line Item 20001 FINANCE/PERSONNEL</b>				
JKS TECHNOLOGIES	1-01-311-20001-20	1/12/2016	IT EQUIPMENT & SERVICES IT: NOV - DEC	\$10,600.00
<b>Sub Total:</b>				<b>\$10,600.00</b>
<b>Line Item 20002 TAX ASSESSOR/COLLECTOR</b>				
RICOH USA INC	1-01-401-20002-22	1/12/2016	OFFICE SUPPLIES & EQUIPMEN TAX: COPIER	\$69.67
VISION GOVERNMENT SOLUTION	1-01-320-20002-22	1/12/2016	STATISTICAL/FULL REVALUATIO TAX: 2016 REVALUATION	\$9,810.29
<b>Sub Total:</b>				<b>\$9,879.96</b>
<b>Line Item 31003 FIRE</b>				
CLINICAL ONE HOME MEDICAL	1-01-403-31003-28	1/12/2016	MEDICAL SUPPLIES/EQUIPMEN FIRE: MEDICAL SUPPLIES	\$37.20
CLINICAL ONE HOME MEDICAL	1-01-403-31003-28	1/12/2016	MEDICAL SUPPLIES/EQUIPMEN FIRE: MEDICAL SUPPLIES	\$361.76
DePAUL DIESEL SERVICE, INC.	1-01-406-31003-28	1/12/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$438.78
DePAUL DIESEL SERVICE, INC.	1-01-406-31003-28	1/12/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$289.65
FIRST FORD INC	1-01-406-31003-28	1/12/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$80.41
INTERSTATE ALL BATTERY CENT	1-01-403-31003-28	1/12/2016	MEDICAL SUPPLIES/EQUIPMEN FIRE: MEDICAL SUPPLIES	\$90.30
NAPA AUTO PARTS	1-01-406-31003-28	1/12/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$18.48
PORTSMOUTH ACE HARDWARE	1-01-405-31003-28	1/12/2016	BUILDING MAINTENANCE FIRE: BUILDING MAINT	\$55.34
PORTSMOUTH ACE HARDWARE	1-01-405-31003-28	1/12/2016	BUILDING MAINTENANCE FIRE: BUILDING MAINT	\$7.99
PORTSMOUTH ACE HARDWARE	1-01-405-31003-28	1/12/2016	BUILDING MAINTENANCE FIRE: BUILDING MAINT	\$21.66
PRIORITY DISPATCH	1-01-290-31003-28	1/12/2016	EDUCATION/TRAINING FIRE: EDUCATION; PURCELL	\$365.00
RITE AID CHARGE CARD	1-01-403-31003-28	1/12/2016	MEDICAL SUPPLIES/EQUIPMEN FIRE: MEDICAL SUPPLIES	\$23.52
SOUTHCOAST HOSPITALS GROU	1-01-403-31003-28	1/12/2016	MEDICAL SUPPLIES/EQUIPMEN FIRE: MEDICAL SUPPLIES	\$3.07
ZOLL MEDICAL CORPORATION	1-01-403-31003-28	1/12/2016	MEDICAL SUPPLIES/EQUIPMEN FIRE: MEDICAL SUPPLIES	\$131.68
<b>Sub Total:</b>				<b>\$1,924.84</b>

Vendor	Account Number	Date	Description	Amount
<b>Line Item 33001 PUBLIC WORKS</b>				
AQUIDNECK FASTENERS, INC.	1-01-428-33001-32	1/12/2016	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIPMENT	\$106.25
COASTAL INTERNATIONAL TRUCK	1-01-329-33001-32	1/12/2016	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$295.90
COASTAL INTERNATIONAL TRUCK	1-01-329-33001-32	1/12/2016	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$403.52
COASTAL INTERNATIONAL TRUCK	1-01-329-33001-32	1/12/2016	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$273.14
GM REFRIGERATION CO. INC.	1-01-434-33001-32	1/12/2016	TOWNWIDE BLDGS/GROUNDS DPW: CONTRACT P/M/9/	\$1,475.00
LAWSON PRODUCTS, INC.	1-01-428-33001-32	1/12/2016	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIPMENT	\$450.07
MID CITY STEEL CORP.	1-01-418-33001-32	1/12/2016	STREET SIGNS DPW: STREET SIGNS	\$523.20
P.M. ENVIRONMENTAL INC	1-01-434-33001-32	1/12/2016	TOWNWIDE BLDGS/GROUNDS DPW: GAS& DIESEL PUMPS	\$1,135.00
PORTSMOUTH ACE HARDWARE	1-01-434-33001-32	1/12/2016	TOWNWIDE BLDGS/GROUNDS DPW: TOWNWIDE BLDGS	\$14.07
ROLAND'S TIRE SERVICE, INC.	1-01-329-33001-32	1/12/2016	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$1,306.64
SCHMIDT EQUIPMENT INC.	1-01-329-33001-32	1/12/2016	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$36.39
SNAP-ON TOOLS	1-01-428-33001-32	1/12/2016	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIPMENT	\$331.00
SNAP-ON TOOLS	1-01-428-33001-32	1/12/2016	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIPMENT	\$45.10
SNAP-ON TOOLS	1-01-428-33001-32	1/12/2016	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIPMENT	\$90.70
SNAP-ON TOOLS	1-01-428-33001-32	1/12/2016	TOOLS & SHOP EQUIP DPW: TOOLS & SHOP EQUIPMENT	\$163.90
THE HOSE CONNECTION, INC.	1-01-329-33001-32	1/12/2016	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$168.91
THYSSEN KRUPP ELEVATOR, INC.	1-01-434-33001-32	1/12/2016	TOWNWIDE BLDGS/GROUNDS TOWN HALL: 1/1 - 3/31 SERVICE	\$661.70
TNT CLEANING SERVICES, INC.	1-01-136-33001-32	1/12/2016	CUSTODIAL SERVICES TOWN HALL: DEC CUSTODIAL	\$1,733.33
WASTE MANAGEMENT OF RI, INC	1-88-649-33001-32 *	1/12/2016	XFER STA-PI RECYCLING DPW: PI RECYCLING	\$615.15
WASTE MANAGEMENT OF RI, INC	1-01-434-33001-32	1/12/2016	TOWNWIDE BLDGS/GROUNDS TOWN HALL: REFUSE	\$17.21
Sub Total:				\$9,846.18
<b>Line Item 33002 BUILDING INSPECTION</b>				
PDQ PRINTING & COPYING INC.	1-01-401-33002-33	1/12/2016	OFFICE SUPPLIES BLDG INSP: PERMIT SUPPLIES	\$1,081.00
RICOH USA INC	1-01-401-33002-33	1/12/2016	OFFICE SUPPLIES BLDG INSP: COPIER	\$20.12
Sub Total:				\$1,101.12
<b>Line Item 54004 MANOR HOUSE COMM</b>				
ALL ISLAND LANDSCAPE, INC.	1-01-550-54004-50	1/12/2016	GROUNDS MAINTENANCE MANOR HOUSE: GROUNDS MAINT	\$1,627.50
EMARK COMPANIES	1-01-316-54004-50	1/12/2016	ADVERTISING MANOR HOUSE: ADVERTISING	\$101.50
FIREX, INC.	1-01-405-54004-50	1/12/2016	BUILDING MAINTENANCE MANOR HOUSE: BUILD MAINT	\$145.50
OCEAN STATE JANITORIAL SERVI	1-01-137-54004-50	1/12/2016	CUSTODIAL SERVICES MANOR HOUSE: DECEMBER JANITORIAL	\$441.00
SUPERIOR PLUS ENERGY SERVIC	1-01-410-54004-50	1/12/2016	HEATING FUEL - OIL MANOR HOUSE: HEATING FUEL	\$863.25
Sub Total:				\$3,178.75

Vendor	Account Number	Date	Description	Amount
<b>Line Item 72900 TRF STATION SOLID WASTE</b>				
J. R. VINAGRO CORPORATION	1-88-863-72900-00 *	1/12/2016	TRANSFER STATION	\$22,399.17
J. R. VINAGRO CORPORATION	1-88-863-72900-00 *	1/12/2016	TRANSFER STATION: NON HAZ MIXED	\$1,338.78
Sub Total:				\$23,737.95
 <b>Line Item 72901 TRF STATION RECYCLING</b>				
SANNE KURE-JENSEN	1-88-863-72901-00 *	1/12/2016	RECYCLING: MILEAGE & EXPENSES	\$160.65
Sub Total:				\$160.65
 <b>Line Item 72902 TRF STATION PI SOLID WAST</b>				
WASTE MANAGEMENT OF RI, INC	1-88-863-72902-00 *	1/12/2016	DPW: PI SOLID WASTE	\$1,327.26
Sub Total:				\$1,327.26
 <b>Line Item 72905 TRF STATION REPAIRS</b>				
WILLIS MOTORSPORTS	1-88-863-72905-00 *	1/12/2016	DPW: TRANSFER STATION	\$3,644.01
Sub Total:				\$3,644.01
<b>Batch BILL LIST</b>				<b>\$66,769.10</b>

PREPAY

Bill List Expenditures  
Town of Portsmouth 2015-2016

1/5/2016 1:57:12 PM

Vendor	Account Number	Date	Description	Amount
<b>Line Item 10003 TOWN CLERK</b>				
RI TOWN & CITY CLERKS ASSOCI	1-01-332-10003-06	1/4/2016	PROF.SERVICES/EDUCATION TOWN CLERK: EDUCATION	\$30.00
			Sub Total:	\$30.00
<b>Line Item 33001 PUBLIC WORKS</b>				
EMPIRE COMMUNICATIONS	1-01-434-33001-32	1/4/2016	TOWNWIDE BLDGS/GROUNDS TOWN HALL: 50% DEP SECURITY CABLING	\$333.75
			Sub Total:	\$333.75
<b>Line Item 70500 * No LINE ITEM Descriptor *</b>				
NFPA CERTIFICATION DEPARTME	1-53-861-70500-00 *	12/29/2015	FIRE PLAN REVIEW NON-PAYR FIRE: SMITH, DANIEL P.	\$440.00
			Sub Total:	\$440.00
<b>Line Item 72901 TRF STATION RECYCLING</b>				
PHS GREEN CLUB	1-88-863-72901-00 *	12/29/2015	XFER STA RECYCLING PHS: WASTE STATIONS	\$3,300.00
			Sub Total:	\$3,300.00
<b>Line Item 72906 TRF STATION SECURITY SER</b>				
EMPIRE COMMUNICATIONS	1-88-863-72906-00 *	1/4/2016	XFER STA SECURITY SERVICES TR ST: 50% DEPOSIT SECURITY CABLING	\$682.35
			Sub Total:	\$682.35
			Batch PREPAY	\$4,786.10

**PRE-PAID**

PREPAY

Bill List Expenditures  
Town of Portsmouth 2015-2016

1/5/2016 1:57:12 PM

Vendor	Account Number	Date	Description	Amount
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Grand Total: \$71,555.20

Reviewed

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TOWN OF PORTSMOUTH, RI  
BOARDS/COMMISSIONS/COMMITTEES  
APPLICATION FORM

RECEIVED  
PORTSMOUTH, R.I.

2015 DEC 10 A 9:59

JOANNE M. MOWER  
TOWN CLERK

Date: 10 Dec 2015 New Appointment:  Re-Appointment:

Board/Commission/Committee Being Applied For: Tree Commission

(PLEASE PRINT) NAME: John Fitzgerald

FULL STREET ADDRESS: 34 Pleasant St

MAILING ADDRESS (if different): \_\_\_\_\_

TELEPHONE NUMBERS:

HOME: \_\_\_\_\_ BUSINESS: \_\_\_\_\_ CELL: 842-0955

E-MAIL ADDRESS: amf\_jsf@cox.net

PRESENT EMPLOYER NAME AND ADDRESS:

Naval Undersea Warfare Center

LENGTH OF EMPLOYMENT: 15 yr

IF LESS THAN TWO YEARS, PREVIOUS EMPLOYER (Name and address):  
\_\_\_\_\_

EDUCATIONAL BACKGROUND: B.S. Environmental

Management Univ. Rhob Island

WORK EXPERIENCE RELATED TO POSITION BEING APPLIED FOR:

Rhob Island Licensed Arborist # 523

RE-APPOINTMENT MUST INCLUDE DATA ON ATTENDANCE OF  
PREVIOUS TERM: attended all but one

meeting previous term

PROVIDE A BRIEF EXPLANATION OF YOUR INTEREST IN THIS  
POSITION: To utilize my professional experience

for the benefit of the town

SIGNATURE OF APPLICANT: [Signature]



TOWN OF PORTSMOUTH, RI  
BOARDS/COMMISSIONS/COMMITTEES  
APPLICATION FORM

RECEIVED  
PORTSMOUTH, R.I.  
2015 DEC 10 1 A 9:59

JOANNE M. MOWER  
TOWN CLERK

Date: 10 Dec 2015 New Appointment: \_\_\_\_\_ Re-Appointment

Board/Commission/Committee Being Applied For: Tree Warden

(PLEASE PRINT) NAME: John Fitzgerald

FULL STREET ADDRESS: 34 Pleasant St

MAILING ADDRESS (if different): \_\_\_\_\_

TELEPHONE NUMBERS:

HOME: \_\_\_\_\_ BUSINESS: \_\_\_\_\_ CELL: 842-0955

E-MAIL ADDRESS: amf-jst@cox.net

PRESENT EMPLOYER NAME AND ADDRESS:

Naval Undersea Warfare Center

LENGTH OF EMPLOYMENT: 15 yr

IF LESS THAN TWO YEARS, PREVIOUS EMPLOYER (Name and address):  
\_\_\_\_\_  
\_\_\_\_\_

EDUCATIONAL BACKGROUND: B.S. Environmental

Management Univ Rhode Island

WORK EXPERIENCE RELATED TO POSITION BEING APPLIED FOR:

Rhode Island Arborist Lic # 523

RE-APPOINTMENT MUST INCLUDE DATA ON ATTENDANCE OF  
PREVIOUS TERM: \_\_\_\_\_

N/A

PROVIDE A BRIEF EXPLANATION OF YOUR INTEREST IN THIS  
POSITION: To utilize my former professional

experience to benefit the town

SIGNATURE OF APPLICANT: [Signature]



**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

December 1, 2015

Greetings!

It is that time of year where each RI community must begin the process of appointing its Tree Warden.

As you may be aware, one of the responsibilities of my office is to oversee the Tree Warden appointments throughout the state.

I wanted to send out this reminder that to be in accordance with RIGL Sect. 2-14-1 et seq. each city and town must appoint a licensed arborist to serve as a tree warden each year during their **January council meeting**.

*\* Compliance with the Tree Warden Act is required as a matter of law and is necessary for approval of funding urban forestry tree planting grants.*

In 1901, Rhode Island was one of the first states to enact a tree warden statute. This law has served to protect and enhance some of our state's greatest assets for over a century. Healthy trees improve the quality of the air we breathe, produce shade and moderate local temperatures, reduce storm water runoff management costs, increase property values, and reduce energy use for heating and cooling. Tree wardens play an essential role in sustaining healthy urban and community forests by overseeing the custody of public trees as well as contributing to the development of municipal forestry programs and tree planting initiatives. As we continue into the future the role of the Tree Warden will remain crucial – and even more so than in the past with the appearance of new insects and diseases, and the advent of climactic changes that may significantly affect our urban forest resource.

Enclosed you will find the Tree Warden Appointment Form for 2016. The appointed tree warden must be a licensed arborist or must become a licensed arborist within six (6) months of assuming the office of Tree Warden. If your community needs help finding a licensed arborist to serve as Tree Warden please call the Division of Forest Environment to request a list of licensees.

Please complete the form and return original form to my office by February 1, 2016. Once I have received your selection of the Tree Warden, it will be submitted for approval and the signed original appointment form will be returned to you for your records.

Thank you for your attention to this matter. Please do not hesitate to contact me at 222-2445 x2059 if you have any questions or require additional information.

Tee Jay Boudreau

RI DEM Division of Forest Environment  
Coordinator, Urban and Community Forestry Program



**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 2016**

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: \_\_\_\_\_

If arborist license is held, check type: STANDARD \_\_\_\_\_ UTILITY \_\_\_\_\_

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

## Joanne Mower

---

**From:** Pat Rossi <rossifarm.pi@gmail.com>  
**Sent:** Tuesday, December 29, 2015 10:29 AM  
**To:** Joanne Mower  
**Subject:** reappointment to the Harbor Commission  
**Attachments:** Reappointment to Harbor Commission0001.pdf

To whom it may concern;

I Patricia Rossi would like to be considered for reappointment to the Portsmouth Harbor Commission. I feel my background has helped with the development of the new Harbor management plan that is in its final stages and I would like to continue with its development into the future.  
Thank you for your consideration.

Patricia Rossi  
474-5948

Appt 1c

RECEIVED  
PORTSMOUTH, R.I.

2015 DEC 29 P 1:27

JOANNE M. MOWER  
TOWN CLERK

TOWN OF PORTSMOUTH, RI  
BOARDS/COMMISSIONS/COMMITTEES  
APPLICATION FORM

Date: 12-28-2015 New Appointment:        Re-Appointment

Board/Commission/Committee Being Applied For: Portsmouth Harbor Commission

(PLEASE PRINT) NAME: Patricia J Rossi

FULL STREET ADDRESS: 0896 Neck Farm Rd Prudence Is.

MAILING ADDRESS (if different): PO Box 183 Prudence Is 02872

TELEPHONE NUMBERS:  
HOME:        BUSINESS: 683 0430 CELL: 474-5948

E-MAIL ADDRESS: Rossifarm.P1@gmail.com

PRESENT EMPLOYER NAME AND ADDRESS:  
A+R Marine Corp

LENGTH OF EMPLOYMENT: 3 yrs

IF LESS THAN TWO YEARS, PREVIOUS EMPLOYER (Name and address):  
      

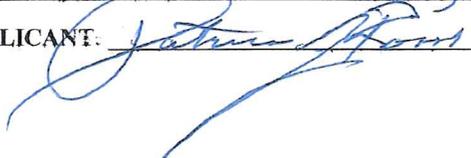
EDUCATIONAL BACKGROUND: Bachelors

WORK EXPERIENCE RELATED TO POSITION BEING APPLIED FOR:

Living on an Island for 50 plus years

RE-APPOINTMENT MUST INCLUDE DATA ON ATTENDANCE OF  
PREVIOUS TERM: I have attended over 60% of the scheduled  
meetings. Thomas Gribs would have the data.

PROVIDE A BRIEF EXPLANATION OF YOUR INTEREST IN THIS  
POSITION: I have been working on the New HMP since  
2007 and want to see it through and implemented.

SIGNATURE OF APPLICANT:   
8/26/11

December 23, 2015

Dear Portsmouth Town Council Members:

The term of my appointment to the Portsmouth Harbor Commission concludes in January. I am enjoying the work and believe I am making a contribution to the Town. Therefore, if you agree, I would very much appreciate your reappointing me to another three year term on the Harbor Commission.

Sincerely,

A handwritten signature in cursive script that reads "Tom Grieb". The signature is written in black ink and is positioned below the word "Sincerely,".

Tom Grieb



RECEIVED  
PORTSMOUTH, R.I.  
2015 DEC 21 P 3:00  
JOANNE M. MOWER  
TOWN CLERK

Denis Batcheller  
40 Raynham Ave  
Portsmouth, RI 02871

December 15, 2015

Portsmouth Town Council  
2200 East Main Rd.  
Portsmouth, RI 02871

Dear Town Council members,

I am a current member of the Harbor Commission whose term is about to expire. I would very much like to continue to serve on the Commission. Would you please consider renewing my membership for another term?

Sincerely,

A handwritten signature in black ink, appearing to read "D. Batcheller". The signature is written in a cursive style with a long horizontal line extending to the right.



**WORK EXPERIENCE RELATED TO POSITION BEING APPLIED FOR:** \_\_\_\_\_

No direct work experience - life long SAISON w/ a strong concern for  
the environment

**RE-APPOINTMENT MUST INCLUDE DATA ON ATTENDANCE OF PREVIOUS TERM:**

Have Been A member for over 3 years term  
Attended nearly 100% of meetings - Volunteered in assisting harbor master

**PROVIDE A BRIEF EXPLANATION OF YOUR INTEREST IN THIS POSITION:** \_\_\_\_\_

Our harbor BOATS ARE A tremendous Asset for the town - Need aggressive management

**SIGNATURE OF APPLICANT:** \_\_\_\_\_

8/26/11

---

From: Kevin Gavin [kpgavin@aol.com]  
Sent: Monday, December 07, 2015 4:51 PM  
To: Joanne Mower  
Cc: Richard A. Rainer; Keith Hamilton  
Subject: Draft Ordinance Amendment on Tobacco Products

Joanne,

I've attached a draft of proposed amendments to the ordinance regulating use of tobacco products on Town property. If OK with Keith, please put on the next agenda. The council already voted to amend the ordinance to prohibit use of tobacco products on town beaches, so this would just be a request to schedule a hearing on the proposed amendments. The only backup would be the attached draft. If there are any questions, please let me know. Thanks.

Kevin

Kevin P. Gavin  
Portsmouth Town Solicitor  
Law Office of Kevin P. Gavin  
31 Harrington Avenue  
Portsmouth, RI 02871  
401-683-2044 Telephone  
401-682-2122 Fax  
kpgavin@aol.com<mailto:kpgavin@aol.com> Email

TOWN OF PORTSMOUTH, RI

ORDINANCE AMENDMENT

Ordinance # 2015 –

**Chapter 364: TOBACCO PRODUCTS**

Be it ORDAINED by the Town Council of the Town of Portsmouth, Rhode Island, that Chapter 364 of the Portsmouth Code of Ordinances is hereby amended as follows:

**§ 364-1. Definitions.**

The following words and terms shall have the following meanings:

**BEACH, PARK, ATHLETIC OR RECREATIONAL FACILITIES OWNED BY THE TOWN OF PORTSMOUTH**

Any beach, park, athletic or recreational facility, including, but not limited to, any playing field, ball field, basketball court, tennis court, or playground, which is owned or operated by the Town of Portsmouth, together with any area within 100 feet thereof owned by the Town.

**YOUTH EVENT**

~~Any scheduled game, match, practice or the like, in which any participant is under the age of 18 years.~~

**§ 364-2. Use ~~during youth events~~ of tobacco products prohibited.**

Smoking and other uses of tobacco products are hereby prohibited at any beach, park, athletic or recreational facility owned by the Town of Portsmouth ~~during youth events.~~

**§ 364-3. Violations and penalties.**

Any person violating this chapter may be ejected from the beach, park, athletic or recreational facilities owned by the Town and/or may be fined not more than \$100, which sum shall be collected for the use of the Town.

**ADOPTED BY TOWN COUNCIL**

**ACTION ON \_\_\_\_\_**

\_\_\_\_\_  
**Joanne Mower, Town Clerk**

**TOWN OF PORTSMOUTH, RI**

**ORDINANCE AMENDMENT**

**Ordinance # 2015 –**

**Chapter 274: Peddling and Soliciting**

Be it ORDAINED by the Town Council of the Town of Portsmouth, Rhode Island, that Chapter 274, Article I Hawkers and Peddlers, of the Portsmouth Code of Ordinances is hereby amended by adding the following section:

**§ \_\_\_\_ Special event peddler's license.**

- A. Any special event, as recognized and approved by the Town Council, may utilize any vendor that is duly licensed by this chapter.
- B. A special event peddler's license may be issued to persons, hawkers, peddlers, or mobile food vendors, not currently licensed, engaged in the sale of various products at special events, as recognized and approved by the Town Council. Application for said license shall be submitted to the Town Clerk or his or her designee along with a fee of \$50 per event. Application must include the nature of items for sale, the special event title, location and date(s), a copy of the state tax permit, and a copy of the applicable State Health Department license. Said license will be issued administratively by the Town Clerk. Said license shall be displayed conspicuously at all times. All sales under this special event peddler's license will be limited only to the hours of the special event and shall be conducted where the special event is being held. Any person who has had his or her license revoked by the Town Council shall not be eligible for a special event peddler's license by the Town Clerk.

**ADOPTED BY TOWN COUNCIL  
ACTION ON \_\_\_\_\_**

\_\_\_\_\_  
**Joanne Mower, Town Clerk**

OBZ



# Town of Portsmouth

2200 East Main Road / Portsmouth, Rhode Island 02871

Joanne M. Mower  
Town Clerk

(401) 683-2101

October 21, 2015

Keith E. Hamilton, President,  
Portsmouth Town Council  
2200 East Main Road  
Portsmouth, RI 02871

Dear President Hamilton and Town Council Members,

I am recommending an amendment to Chapter 274 of the Town Code (Hawkers and Peddlers) that would allow the Town Clerk's Office to issue one-time, special event Peddler's Licenses without Town Council approval. The City of Pawtucket has passed a similar ordinance amendment (enclosed).

Portsmouth has lost a great deal of revenue turning away peddlers who come a day or two before an event to get a license and find there is not enough time to go before the Town Council. The fifty dollar fee is lost to the Town and it has been reported that in many instances the business is still showing up at the event and operating without a license.

Not only is this a loss of revenue for the Town, but a safety issue as no one has verified their Board of Health Certificate, their registration, insurance, or their RI Permit to Make Sales.

I am therefore requesting the Town Council direct the Town Solicitor to review and prepare an amendment to Chapter 274 of the Town Code and a date be set for a public hearing.

Thank you for your consideration.

Respectfully,

Joanne M. Mower,  
Town Clerk

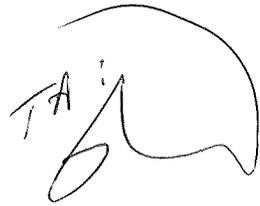
January 5, 2016

TO: Town Council

FROM: Gary Crosby, Town Planner

RE: Town Council meeting agenda item

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Please put the following item on the Town Council agenda for the January 11, 2016 meeting under Old Business.

**Title:** Wind Turbine Contract Amendments (15 minutes)

- a. Proposed amendment to Project Agreement and Wind Energy Lease.
- b. Presentation of \$150,000 Performance Bond required by previous Council action.

**Council Action Requested:** Discussion / Action on a proposed amendment to the Project Agreement and Wind Energy Lease between WED, LLC and the Town of Portsmouth to increase the not-to-exceed height of the new replacement wind turbine allowed in the contracts from 8 meters to 20 meters.

**Background:** Representatives from WED, LLC will be in attendance to discuss the need for the contract amendment and answer any questions the Council or the public may have.

**Backup:** Copies of the proposed amendments and a copy of the \$150,000 Performance Bond required by Council Action at their November 23, 2015 meeting.

**Third Amendment to Project Agreement**

This Third Amendment to Project Agreement (the "Third Amendment") is entered into as of the 30th day of December, 2015 by and between **WED PORTSMOUTH ONE, LLC**, a Rhode Island limited liability company having a principal place of business located at 3760 Quaker Lane, North Kingstown, RI 02852 ("WED") and the **Town of Portsmouth, Rhode Island**, having principal administrative offices located at 2200 East Main Road, Portsmouth, RI 02871 (the "Town"). WED and the Town may collectively be referred to in this Agreement as the "Parties."

**WITNESSETH**

**WHEREAS**, WED and the Town entered into a Project Agreement dated November 6, 2014, as amended by that certain First Amendment to Project Agreement dated May 26, 2015, as amended by that certain Second Amendment to Project Agreement dated November 23, 2015, copies of which are attached hereto as EXHIBIT A (collectively, the "Agreement"), relating to that certain wind energy project under which WED proposes to remove the Town's existing wind turbine located on a parcel near the Town's high school on Education Lane and to replace it with a new 1.5 megawatt direct drive turbine under a Municipal Net Metering Financing Arrangement, as such term is defined under Rhode Island General Laws Section 39-26.4-2, as amended, and thereby to sell electricity to the Town; and

**WHEREAS**, WED and the Town desire to further amend the Agreement as described herein.

**NOW THEREFORE**, in consideration of the foregoing, of the mutual promises and obligations set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. *Section 6.1, Clause (ii)* of the Agreement, is hereby amended in its entirety to read as follows:

"(ii) the height of the New Turbine having been approved by the Federal Aviation Administration (the "FAA"), the Parties agreeing that such height will not exceed the height of the Existing Turbine by more than Twenty (20) meters."

2. In the event of a conflict between the terms of this Third Amendment and the terms of the Agreement, as amended, the terms of this Third Amendment shall govern. This Third Amendment is being delivered in and is intended to be performed in the State of Rhode Island, and shall be construed and enforced in accordance with the laws of that state. Other than as specifically stated herein, all other provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument as of the day and date first above written.

WITNESS:

WED PORTSMOUTH ONE, LLC

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Mark P. DePasquale, Manager

Town of Portsmouth

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Keith E. Hamilton, Town Council President

**EXHIBIT A**

**Project Agreement dated November 6, 2014  
as amended by  
First Amendment to Project Agreement dated May 26, 2015  
as amended by  
Second Amendment to Project Agreement dated November 23, 2015**

**DRAFT**

## Second Amendment to Wind Energy Lease

This Second Amendment to Wind Energy Lease (the "Second Amendment") is entered into as of the 30th day of December, 2015 by and between **WED PORTSMOUTH ONE, LLC**, a Rhode Island limited liability company having a principal place of business located at 3760 Quaker Lane, North Kingstown, RI 02852 ("WED") and the **Town of Portsmouth, Rhode Island**, having principal administrative offices located at 2200 East Main Road, Portsmouth, RI 02871 (the "Town"). WED and the Town may collectively be referred to in this Agreement as the "Parties."

### WITNESSETH

**WHEREAS**, WED and the Town entered into a Wind Energy Lease agreement dated November 6, 2014, as amended by that certain First Amendment to Wind Energy Lease dated November 23, 2015, copies of which are attached hereto as EXHIBIT A (collectively, the "Agreement"), relating to that certain wind energy project under which WED proposes to remove the Town's existing wind turbine located on a parcel near the Town's high school on Education Lane and to replace it with a new 1.5 megawatt direct drive turbine under a Municipal Net Metering Financing Arrangement, as such term is defined under Rhode Island General Laws Section 39-26.4-2, as amended, and thereby to sell electricity to the Town; and

**WHEREAS**, WED and the Town desire to amend the Agreement as further described herein.

**NOW THEREFORE**, in consideration of the foregoing, of the mutual promises and obligations set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. *Section 3.3, Clause (b)* of the Agreement is hereby amended in its entirety to read as follows:

"(b) the Operations may be accomplished by Lessee, a Sublessee, or one or more third parties authorized by Lessee or a Sublessee; provided, however, that any such replacement to the Wind Turbine will not exceed the height of the Wind Turbine by more than Twenty (20) meters, unless consented to by Lessor."

2. *Section 5.2(c), Clause (vii)* of the Agreement is hereby amended in its entirety to read as follows:

"(vii) other related factors; provided, however, that any such replacement to the Wind Turbine will not exceed the height of the Wind Turbine by more than Twenty (20) meters, unless consented to by Lessor."

3. In the event of a conflict between the terms of this Second Amendment and the terms of the Agreement, as amended, the terms of this Second Amendment shall govern. This Second Amendment is being delivered in and is intended to be performed in the State of Rhode Island, and shall be construed and enforced in accordance with the laws of that state. Other than as specifically stated herein, all other provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument as of the day and date first above written.

WITNESS:

WED PORTSMOUTH ONE, LLC

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Mark P. DePasquale, Manager

Town of Portsmouth

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Keith E. Hamilton, Town Council President

DRAFT

**EXHIBIT A**

**Wind Energy Lease dated November 6, 2014  
as amended by  
First Amendment to Wind Energy Lease dated November 23, 2015**

**DRAFT**

THE AMERICAN INSTITUTE OF ARCHITECTS



Premium Amount Based on Final Contract Amount

Bond No. 60110814

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  
GREEN DEVELOPMENT LLC  
3760 Quaker Lane  
North Kingstown, RI 02852

SURETY (Name and Principal Place of Business):  
Capitol Indemnity Corporation  
P.O. Box 5900  
Madison, WI 53705

OWNER (Name and Address):  
Town of Portsmouth  
2200 E. Main Street  
Portsmouth, RI 02871

CONSTRUCTION CONTRACT  
Date: **December 30, 2015**  
Amount: **One Hundred Fifty Thousand and no/100 Dollar (\$150,000.00)**  
Description (Name and Location):  
**Work on Turbine**

BOND  
Date (Not earlier than Construction Contract Date): **December 30, 2015**  
Amount: **One Hundred Fifty Thousand and no/100 Dollar (\$150,000.00)**  
Modifications to this Bond:  None  See Page 3

CONTRACTOR AS PRINCIPAL  
COMPANY: \_\_\_\_\_ (Corporate Seal)  
GREEN DEVELOPMENT LLC

SURETY  
COMPANY: \_\_\_\_\_ (Corporate Seal)  
Capitol Indemnity Corporation

Signature: \_\_\_\_\_  
Name and Title:

Signature:   
Name and Title:  
**Mark D. Leskanic , Attorney-in-Fact**

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone  
AGENT OR BROKER:  
SURETY BOND PROFESSIONALS, INC.  
945 Great Plain Avenue, Suite 15  
Needham, MA 02492

OWNER'S REPRESENTATIVE (Architect,  
or Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY Company

(Corporate Seal)

(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 60110814

AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  
**GREEN DEVELOPMENT LLC**  
3760 Quaker Lane  
North Kingstown, RI 02852

SURETY (Name and Principal Place of Business):  
**Capitol Indemnity Corporation**  
P.O. Box 5900  
Madison, WI 53705

OWNER (Name and Address):  
**Town of Portsmouth**  
2200 E. Main Street  
Portsmouth, RI 02871

### CONSTRUCTION CONTRACT

Date: **December 30, 2015**

Amount: **One Hundred Fifty Thousand and no/100 Dollar (\$150,000.00)**

Description (Name and Location):

**Work on Turbine**

### BOND

Date (Not earlier than Construction Contract Date): **December 30, 2015**

Amount: **One Hundred Fifty Thousand and no/100 Dollar (\$150,000.00)**

Modifications to this Bond:  None

See Page 6

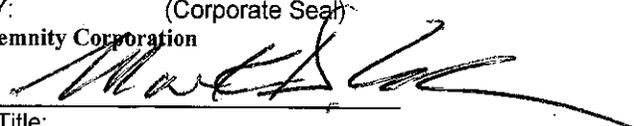
CONTRACTOR AS PRINCIPAL

SURETY

COMPANY: \_\_\_\_\_ (Corporate Seal)  
**GREEN DEVELOPMENT LLC**

COMPANY: \_\_\_\_\_ (Corporate Seal)  
**Capitol Indemnity Corporation**

Signature: \_\_\_\_\_  
Name and Title:

Signature:   
Name and Title:  
**Mark D. Leskanic, Attorney-in-Fact**

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone  
AGENT OR BROKER:  
**SURETY BOND PROFESSIONALS, INC.**  
945 Great Plain Avenue, Suite 15  
Needham, MA 02492

OWNER'S REPRESENTATIVE (Architect,  
Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**15. DEFINITIONS**

**15.1 Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**15.2 Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**15.3 Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

1. Amend paragraphs 4.1 and 4.2.3 dealing with notice to the surety by adding at the end of each paragraph "and furnished to surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Amend paragraph 5 by changing "or" to "and" so it reads:

5. If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance.

3. Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond too the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any claimant under this Bond exceed the sum properly due such claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

SURETY

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60110814

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

MARK D. LESKANIC

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

*Richard W. Allen III*

Richard W. Allen III  
President  
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore; that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 30th day of December, 2015



*Alan S. Ogilvie*

Alan S. Ogilvie  
Secretary



*Corr.*

**Project:** Reconstruction of East Main Road (Route 138), Turnpike Ave to Union St. Portsmouth, RI

**CE&C Project No.** 93107.00 **RIC No.** 93117 **FAP No.** AF-0138 (001)

**Date:** October 21, 2015 **Time:** 10:30 AM **Held At:** RIDOT

**Subject** Status of Project Design

**PRESENT:**

**AFFILIATION:**

Vincent Palumbo, P.E.  
Michael Penn  
Thomas M. Cunningham, P.E.  
**Keith Hamilton**  
Richard Rainer  
Gary Crosby

Managing Engineer, Highway Engineering, RIDOT  
Project Manager Highway Engineering  
Commonwealth Engineers & Consultants, Inc.  
Portsmouth Town Council  
Portsmouth Town Administrator  
Portsmouth Town Planner

**DISCUSSION:**

The purpose of this meeting was to discuss the status of the project. Vincent Palumbo (Vinny) began by mentioning that the RIDOT is currently undergoing a series of policy and administration transitions and that the transportation road improvement program continues to have funding constraints which have caused delays on a number of projects. He mentioned that RIDOT is focusing on pavement resurfacing and bridge maintenance projects. Vinny said that RIDOT has been developing a 10 year roadway improvement plan in place of the 4 year transportation improvement program (TIP) and will be outreaching to the municipalities in the first half of 2016 to obtain input on community roadway priorities. He expressed concern over the current estimated construction cost of the three roundabout, Town Center roadway improvement project scope. And he question if the plans to develop the commercial site adjacent to the second roundabout had progressed.

Gary Crosby (Gary) stated that the developer was waiting to see what RIDOT was going to do before he proceeded with his plans.

Vinny asked if the Town Center concept was still being endorsed by the Town.

Gary and Keith (Keith) Hamilton indicated that the Town Center concept as it previously was envisioned has changed but the road improvements objectives for East Main Road haven't. They mentioned that there are three senior citizens facilities within the project limits and the safety of pedestrians, and slowing traffic remain the primary objectives for the community. They indicated that they have waited a long time for roadway improvements and that in 2011 the Town entered into an agreement with RIDOT to use the ear marked funds they received to fund the design of the



roadway improvements. They agreed that the design could be scaled back to see if a construction cost savings could be realized.

Michael Penn (Michael) stated that the second roundabout would not be warranted if the commercial development was not going to be built.

Discussion relating to the operation of the three roundabouts took place and the pros and cons of eliminating the first, second or both roundabouts. It was agreed that the third roundabout at the intersection of East Main Road and Turnpike Ave was a better option than the current traffic signal. All agreed that the existing design should be reevaluated to see if a modified cross section and other options for the first and second roundabouts were possible.

The Town representatives stressed that they would still want sidewalks on both sides of the road, and to possibly look at setting the sidewalks away from the curb. That some form of pedestrian control crosswalks, and accommodations for cyclist either in the shoulder or possibly widen the sidewalks as a shared use sidewalk is needed.

Discussion relating to installing traffic signals, and pedestrian controlled midblock crosswalks took place. It was agreed that putting back signals would reduce flow capacity however they would slow traffic and provided pedestrians a means to cross the road. It was agreed that midblock crosswalks are not preferred but that crossings are needed for the elderly.

Richard (Rick) Rainer mentioned that the exiting road width and traffic volume makes left turns and pedestrian crossings hazardous. A narrower median and the need to provide for safe left turns were mentioned.

Vinny asked if the elimination of two of the roundabouts would save on the construction cost.

Thomas Cunningham (Thom) stated that the roundabouts were not the driving cost, but that the current road cross section of 4-11 foot lanes, 2-2 foot right shoulders, 6 foot median with 1 foot left shoulder is what increases the cost. He mentioned that CE&C has looked at reducing the impacts to the underground utilities with raising one side of the road. This cost savings has not yet been factored into the estimate. The issue is that the road ADT is approximately 26,000 vpd, the operating speeds are high, the road is on a 6.5% grade and the topography slopes up away from the road. He mentioned that the lane width proposed is the minimum and the 6 foot median was believed to be a safe width for a pedestrian to wait if they tried crossing the road. He said the only area that could be reduced would be to narrow or eliminate the median. Once we start widening the existing 10 foot lanes to 11 feet (minimum allowed based on the truck traffic) it impacts utilities, right-of-way, stormwater collection and treatment requirements. The road is currently beyond capacity. It is very difficult to make left turns, motorist drive too fast and there are no sidewalks. In order to make the road safer for pedestrians you need sidewalks and a means for them to get from one side to the other.



**COMMONWEALTH** Engineers & Consultants, Inc.  
▶ 400 Smith Street  
Providence, RI 02908  
▶ Tel. 401•273•6600  
Fax 401•273•6674

**NOTES OF MEETING  
PAGE 3 OF 3**

Gary stated that the reevaluation should meet the current design objectives, focus on creating a walkable community, reduce speed/traffic calming, improve pedestrian safety and improve traffic operation and flow. He stated that the Town still wants the project on the 10 year plan. He indicated that the Town is open to further discussion on the design. He stated that he and Rick would go back to the Town Council and let them know that CE&C will be reevaluating the project scope.

CE&C was directed to prepare a scope of work change to reevaluate the current design for cost savings and alternatives to two roundabouts. CE&C will then meet with the Town and RIDOT to discuss the options.

**PREPARED BY:** Thomas Cunningham P.E.

**NOTICE TO PARTICIPANTS:** The above is our understanding of the matters discussed. You are requested to review these items and advise of any errors or omissions.

**COPY TO:** Attendees File No. 1  
P:\93000\93107.00 Route 138\Project Management\Correspondences\NOM-Oct 21-15 RIDOT and Town TMC.doc

**From:** Hugh Piggin [mailto:Hugh@manukasem.com]

**Sent:** Monday, January 04, 2016 12:08 PM

**To:** Barbara A. Ripa <bripa@portsmouthri.com>

**Subject:** Race The State Permissions

Hello Barbra,

Thanks you for your help with this matter. As I mentioned during our phone call we are looking for the necessary permissions to run a race from Sandy Point to Newport. This race will be part of a larger race called Race The State in which competitors race from Rhode Island's boarder with Massachusetts to the Connecticut boarder.

I have attached a Power point with what we would like to do, it has details on the corse and timing.

I look forward to hearing what the next steps might be.

Thank You again for your help.

Best,

*Hugh Piggin*

Manuka Sport Event Management

+1 401-619-4840 (o) | +1 401-662-9261 (m)

[ManukaSEM.com](http://ManukaSEM.com)

PLEASE NOTE OUR NEW ADDRESS:

11 Touro Street, Suite B

Newport, RI 02840

# RACE THE STATE



RHODE ISLAND



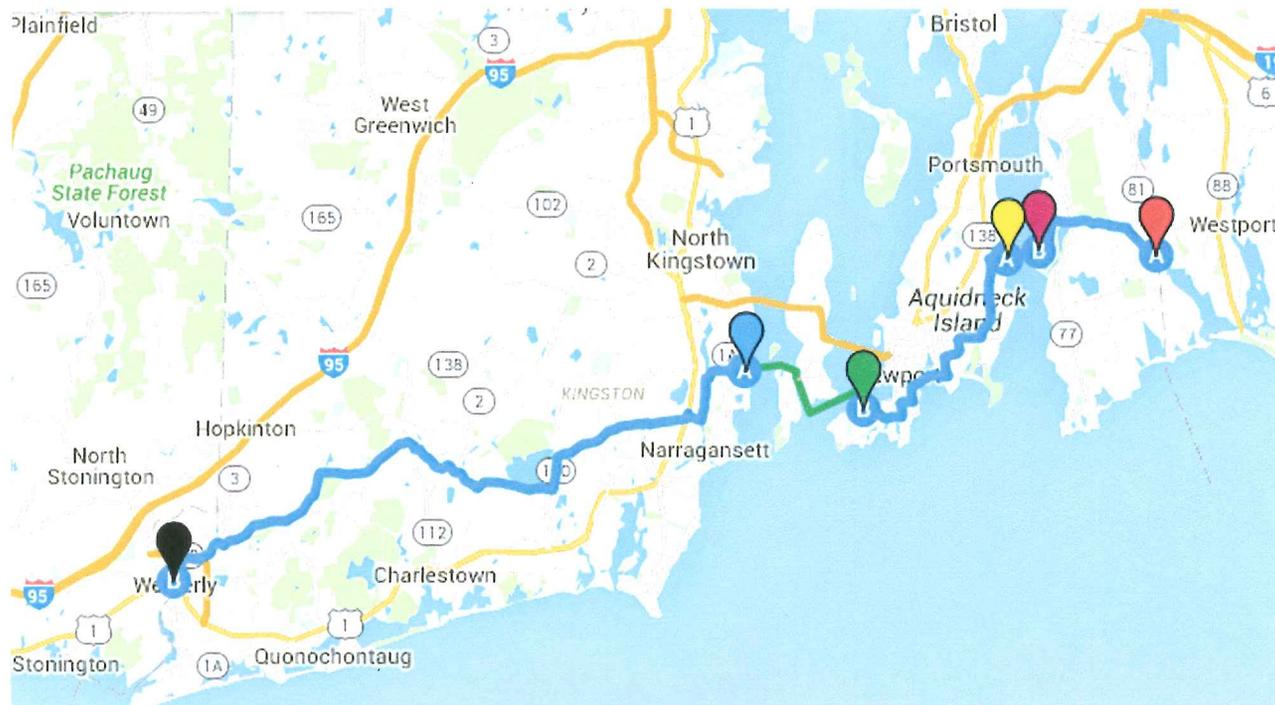
Race the State is the most challenging multi-sport event that challenges competitors to race across a U.S. state. The race will span Rhode Island August 7, 2016.

Race the State is made up of multiple legs including running, paddling, kayaking and cycling.

[Race-The-State.com](http://Race-The-State.com)

# RACE THE STATE RHODE ISLAND

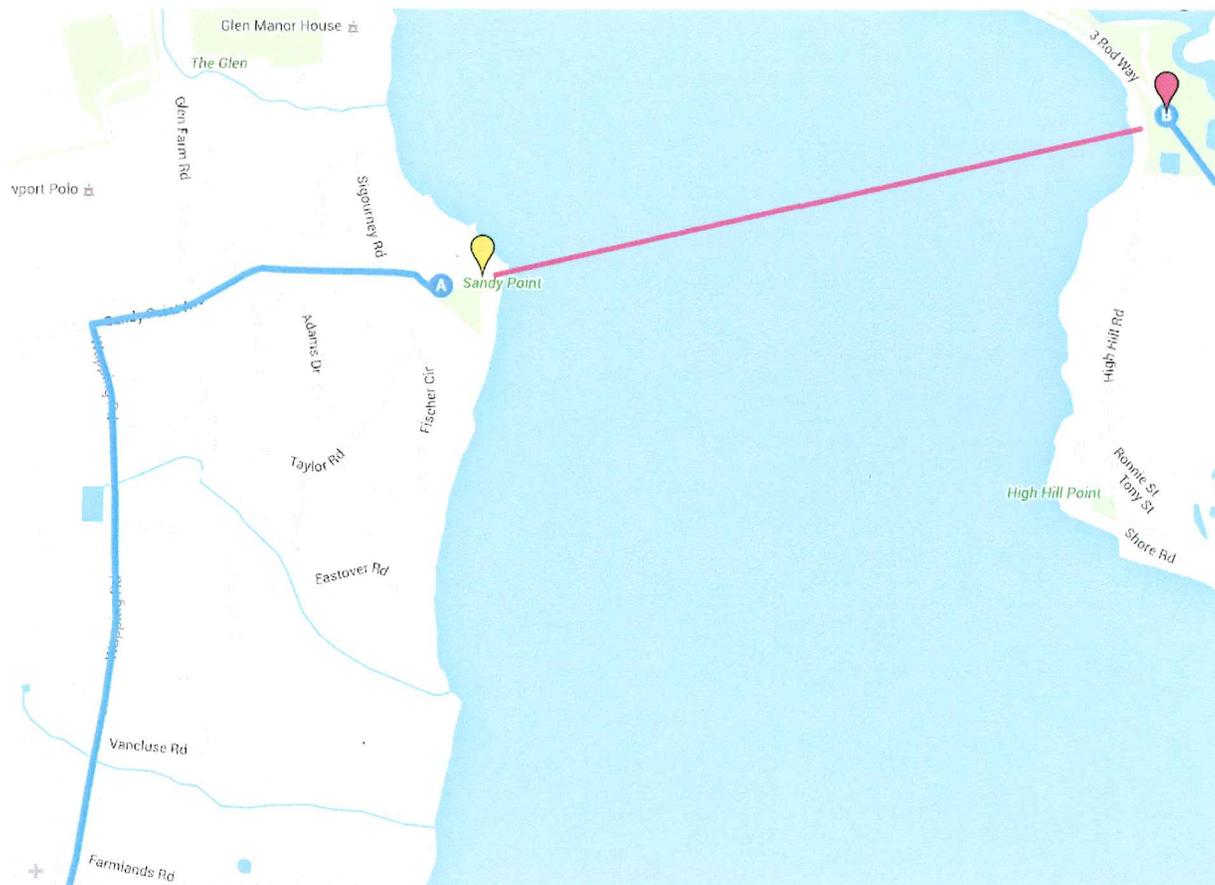
- Race the State Rhode Island will take place on August 7, 2016.
- The race starts in Tiverton and spans 10 communities and 53 miles to finishing on the Connecticut border in Westerly.
- Competitors can enter as an individual, 2, 3, 4 or 5-person relay.
- The race is 5 legs made up of running, paddle boarding, kayaking and cycling



# PORTSMOUTH LEG 2 FINISH / LEG 3 START

Race the State would like to finish the 2<sup>nd</sup> leg of the race at Sand Point Beach and transition competitors to the 3<sup>rd</sup> leg, which is a run.

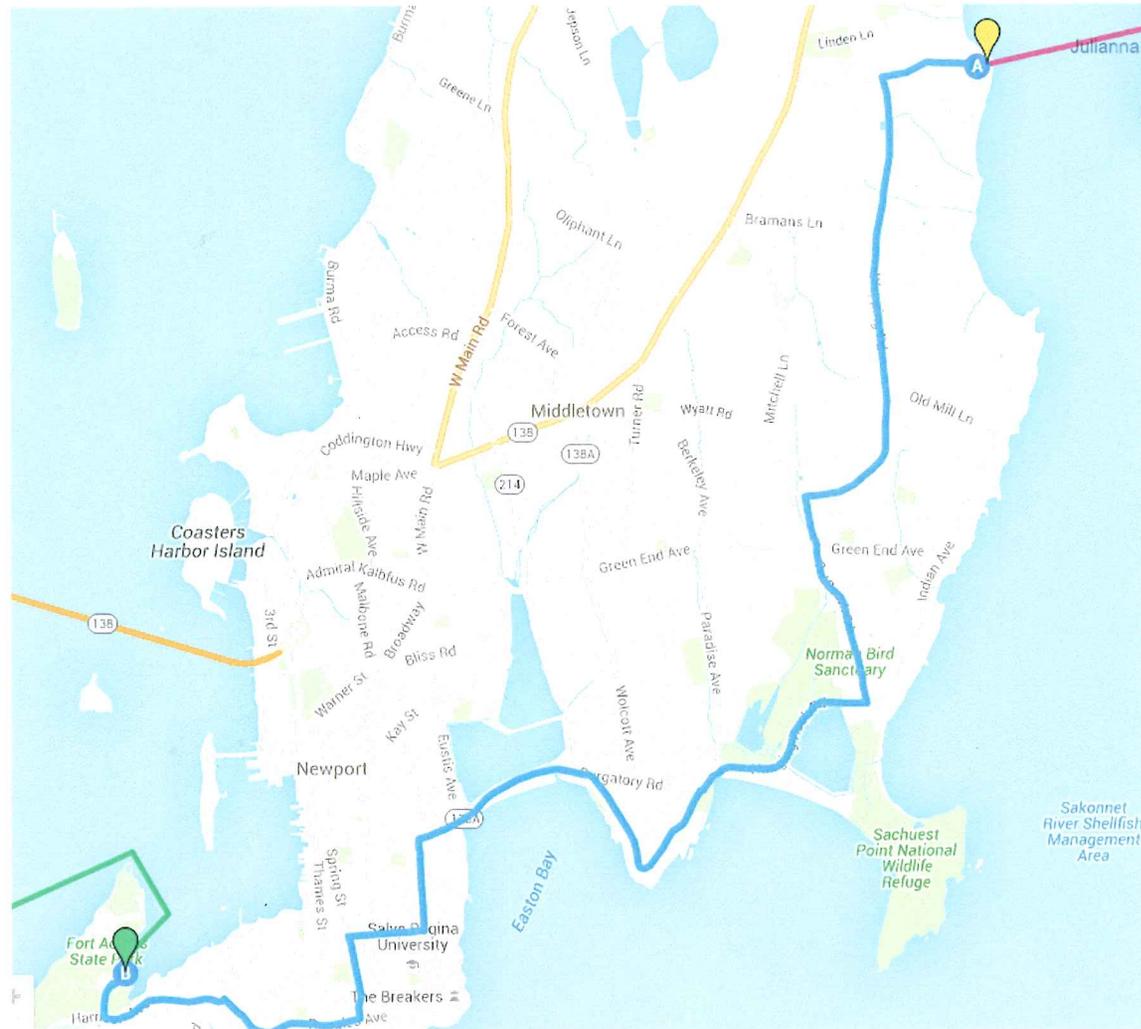
Competitors will stand-up paddle across the Sakonnet from Tiverton's Fog Land beach at which point they will transition to the road run to Newport.



# PORTSMOUTH LEG 3 OF RACE THE STATE

Once competitors complete the stand-up paddle they will transition to a 12.3 mile road run from Sandy Point Beach to Fort Adams.

Proposed course is below.





# RACE THE STATE LEG 3 TIMING

## Timing for Leg 3

Competitors will arrive into Sandy Point at approximately 7am.

We expect all competitors to depart Sandy Point by 8am and we will be cleared out of Sandy Point by 8:30am.

Race The State Timing Logistics								
Leg	Discipline	Start Time	Approx. Finish	Distance	Cut Off (must be on next leg or will be DSQ'd)	Pace that must be met to make the cutoff	leg time	Leg Start Location
1	Run	6:00a	6:24a-7a	3.8 miles	7:15am	12 minutes/mile	24 min – 48 min	Main Rd, Tiverton
2	SUP	6:30a-7:10a	7:00a-7:50a	1 mile	7:50am	30 minutes/mile	10 min – 30 min	Fogland Beach, Tiverton
3	Run	7:05a-7:55a	8:25a-10:15a	12.3 miles	10:25pm	12 minutes/mile	1 hr 25min – 2 hr 25min	Sandy Point Beach
4	Kayak	8:30a-10:20a	9:20a-12:20p	5.6 miles	12:20pm	21 minutes/mile	60 min – 2 hr 00 min	Fort Adams State Park
5	Bike	9:20a-12:30p	10:35a-2:30p	29 miles	2pm	13.5 mph	1 hr 15 min – 2 hr 00 min	URI GSO, 215 South Ferry Road, Narragansett
					Race Finish			Grey Sail Brewery, Westerly

# RACE THE STATE LOGISTICS

## **Volunteers**

- Race the State will provide 6 volunteers / race marshals at key intersections for Leg 3

## **Transportation/Vehicles**

- The support teams of the participants will pick up the paddle boards from Sandy Point Beach between 7am and 8am.

## **Number of Entries**

- Race the State will be capped at 200 entries.
- Race the State can be entered as an individual, 2-person, 3-person or 4-person relay.

## THE ORGANIZERS

Manuka Sports Event Management is a full service boutique firm that has been creating, branding and managing sports events for 4 years.



Manuka SEM was founded by a former CBS Sports Exec and a New Zealand born professional sailor. Since its inception, Manuka SEM has focused largely on the marine industry creating the Atlantic Cup, the longest and most environmentally sustainable offshore sailing race in the United States, managing the Pabst Blue Ribbon Northeast Fishing Tournament and overseeing the brand management of marine companies and sailors.

The co-founders of Manuka have a long history of competing in various multi-sport events and it was during a brainstorming session in New Zealand that they came up with the concept of a multi-sport event that will challenge and inspire competitors to take on their state or multiple states in what may be the U.S.' toughest multi-sport event yet.

With the experience in creating and running large scale sports events, Manuka SEM is well versed to take on the challenge of creating the next generation of multi-sport events in the U.S.



# RACE — THE — STATE



**RHODE ISLAND**

## **Manuka Sports Event Management**

23 Johnny Cake Hill  
Middletown, RI 02842

401.619.4840

[Julianna@ManukaSEM.com](mailto:Julianna@ManukaSEM.com)

<http://race-the-state.com/>

January 5, 2016

Portsmouth Town Clerk  
Town Hall  
Portsmouth RI 02871

RECEIVED  
PORTSMOUTH, R.I.  
2016 JAN -5 | A 11: 48  
JOANNE M. MOWER  
TOWN CLERK

Town Council Meeting 1/11/16

Dear Portsmouth Town Clerk Joanne,

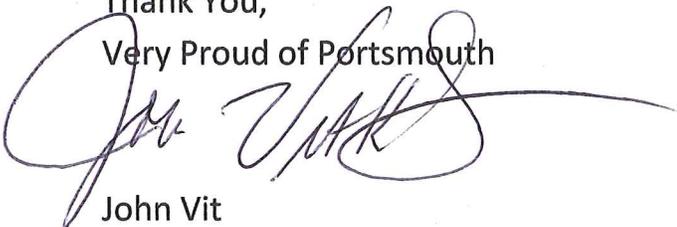
Please allow me to address our Town Council on Monday 1/11/16 to recognize the efforts of many Town business owners and volunteers that supported the 2016 Island Park Seals, Polar Plunge on 1/1/16

This was the first year I encouraged the PBA to cosponsor this event with the Beachcomber in Island Park. We decided to cohost this annual event for a fundraiser for two Portsmouth residents, Matthew Pierce, and Mary Tobin, both fighting pediatric cancer, known as Ewing's Sarcoma.

This year's event was very well attended and there are many people I must recognize for their support, their time, and most importantly their Portsmouth Community Spirit.

I am Proud of my participation in this event, and look forward to doing the same next year.

Thank You,  
Very Proud of Portsmouth



John Vit  
952 1953

# TOWN OF PORTSMOUTH, RI

## PROCLAMATION

WHEREAS: Project Purple, an initiative of The Herren Project, a 501(c) 3 Non-profit foundation established by former NBA basketball player, Chris Herren, assists individuals and families struggling with addiction. Project Purple was launched to break the stigma of addiction, bring awareness to the dangers of substance abuse and shed light on effective practices, and

WHEREAS: the Project Purple concept was developed when Chris spoke at a local high school in 2011 in front of students wearing Purple shirts. After sharing his story, a young woman raised her hand and stood up to speak.

As snickering and laughter was heard, the student said “Thank you Mr. Herren for validating what we do. We are the sober students of this high school and each year we take a pledge to not use drugs or alcohol.”

Mr. Herren was surprised by the courage it took to not only stand up and share the symbolism of the purple shirts, but he was inspired to make a difference among adolescents across the United States.

NOW THEREFORE I, Keith E. Hamilton, President of the Portsmouth Town Council, do hereby proclaim the week of January 25<sup>th</sup> through 29<sup>th</sup>, 2016 as

## PROJECT PURPLE WEEK

in the Town of Portsmouth and I urge all citizens to celebrate and support the special events planned by both the Portsmouth Schools and other community organizations; Portsmouth businesses along with the Portsmouth Fire and Police Departments, displaying Project Purple banners.

\_\_\_\_\_  
Keith E. Hamilton, President,  
Portsmouth Town Council

ATTEST: \_\_\_\_\_  
Joanne M. Mower, Town Clerk

## Joanne Mower

---

**From:** carman <carman9653@hotmail.com>  
**Sent:** Wednesday, December 02, 2015 7:39 PM  
**To:** Richard A. Rainer; Joanne Mower  
**Cc:** Personal - Keith Hamilton  
**Subject:** Agenda Item for Update/Discussion of Portsmouth Municipal Court

All, please consider this as a request to discuss the above at the 12/14/15 Town Council meeting (should the agenda be lengthy already then the Jan. meeting would be fine).

As I discussed this topic today with Mr. Rainer, it seems that now would be a appropriate time to bring the Council and citizens of Portsmouth up to speed with how the Muni Court has worked out thus far. It would seem that a report that includes the following would be helpful:

How many sessions to date?  
How many violations have been heard?  
What types of cases have been heard?  
What revenue has been brought in by fines and court costs?  
What has the Muni Court cost in terms of fees to the Judge and Town Attorney, (others)?  
Are there outstanding unpaid fines and if so is there a mechanism to collect them?

I'm hoping that a report of the above is possible without limiting any other thoughts and ideas that could lead to a discussion of the pros and cons of Portsmouth Municipal Court as it stands today. Let me know if you require more from me. Estimated time: 10 minutes.

Regards,

David M. Gleason

## PORTSMOUTH MUNICIPAL COURT

How many sessions to date? 20 (2014 – 9 & 2015 – 11)

How many violations have been heard? See Attached

What types of cases have been heard? Animal Control/Dog Violations  
Zoning Violations  
Police Violations

What revenue has been brought in by fines and court costs?

2014: \$ 930 fines	2015: \$ 480 fines
<u>550</u> court costs	<u>400</u> court costs
<u>\$1,480</u> total	<u>\$ 880</u> total

What has the Municipal Court cost in terms of fees to the Judge and Town Attorney, (others)?

Judge D'Addario has an annual salary of \$4,000

Prosecuting Attorney Cort Chappell charges \$75/ hour for a current total of:

2014: \$1,743.75	2015: \$1,312.50
------------------	------------------

The Town Clerk's Office spends approximately 15-20 administrative hours per month on Municipal Court

Are there outstanding unpaid fines and if so is there a mechanism to collect them?

Currently there is an outstanding balance of \$820 in fines and court fees. A summons is sent to the person requesting they pay the fine or appear at the next court session to set up a payment plan. If this is not heeded, the Judge can issue a bench warrant.

## MUNICIPAL COURT OVERVIEW

Number of Sessions:	2014 - 9 Sessions	2015 - 11 Sessions
Number of Cases Heard:	2014 - 17 Cases	2015 - 15 Cases
Number of Violations:	2014 - 28 Violations	2015 - 22 Violations

Types of Violations	2014 # Violations	2014 # Cases	2014 Fines	2014 Court Fees	2015 # Violations	2015 # Cases	2015 Fines	2015 Court Fees	Outstanding Balances
<b><u>ANIMAL CONTROL - DOG VIOLATIONS:</u></b>									
101-6A Nuisance Animal					1	1	n/a*	n/a	
101-8 Dog license required	3	2	\$10.00		4	4	\$60.00	\$100.00	\$170.00
101-13 Dog running at large	13	4	\$320.00	\$250.00	4	3	\$70.00	\$150.00	\$400.00
101-17 Biting dog or other animal	1	1	\$100.00						\$100.00
TOTAL	17	7	\$430.00	\$250.00	9	8	\$130.00	\$250.00	\$670.00
<b><u>ZONING VIOLATIONS:</u></b>									
Art. IV, Sect. C(5) Storage Shed Location					1	1	n/a	n/a	
Art. IV, Sect. C(8) Open lot storage that encroaches on applicable setbacks	1	1	\$0.00	\$0.00					
Art. V, Sect. C(3) Roadside stand off-street parking					1	1			\$500 stayed 2016
Art. V, Sect. I(10) Having more than one trailer on a lot	1	1	\$0.00	\$0.00					
Art. IX, Sect. B(2A) Placement of a free-standing sign without building permit	1	1	n/a	n/a					
Art. IX, Sect. C Vision Clearance - large arborvitae					1	1	n/a	n/a	
TOTAL	3	3	\$0.00	\$0.00	3	3			\$0.00
<b><u>POLICE VIOLATIONS:</u></b>									
§124-3. Outdoor fire permit required	3	3	\$300.00	\$150.00					
§ 89-2. Possession of alcohol in public	1	1	\$100.00	\$50.00					
§257-6. Noise Disturbance Prohibited	2	1	n/a	\$50.00	5	1	n/a	n/a	
§274-1. Peddling/Hawking without a license					2	2	\$200.00	\$0.00	
§274-13. Door-to-door soliciting without a permit	1	1	\$100.00	\$50.00					\$150.00
§288-12 Rental Property windows in bad repair	1	1	\$0.00	\$0.00					
§382-2. Junked or abandoned vehicles					3	1	\$150.00	\$150.00	
TOTAL	8	7	\$500.00	\$300.00	10	4	\$350.00	\$150.00	\$150.00
<b>TOTAL</b>	<b>28</b>	<b>17</b>	<b>\$930.00</b>	<b>\$550.00</b>	<b>22</b>	<b>15</b>	<b>\$480.00</b>	<b>\$400.00</b>	<b>\$820.00</b>

\* n/a - No Verdict rendered to date

## MUNICIPAL COURT FEES & FINES

### FEES

Court Fees \$50.

### FINES

Dogs:	Running at Large	\$20.	for first offense
		\$30.	for second offense
		\$50.	for third and subsequent offenses
	Biting	\$100.	
	Unlicensed Dog	\$10.	

Peddling and Soliciting Without a Permit Up to \$100.

Drinking in Public \$100.

Outdoor Burning without a Permit	\$100.	for first offense
	Up to \$500.	for any offense thereafter

### Zoning:

Any person, firm or corporation, and any architect or engineer, building contractor or other person, employed by an applicant or developer, who shall violate or assist in the violation or fail to comply with the requirements of any provision of this Ordinance, or for a violation of any terms or conditions of any action imposed by the Zoning Board of Review or of any other agency or officer charged in this ordinance with enforcement of any of its provisions, upon conviction thereof shall be punishable by a fine of **not more than five hundred (\$500.00) dollars for each offense and each day** of the existence of any such violation shall be deemed a separate offense, all such fines shall inure to the benefit of the Town.

*Town of Portsmouth, RI  
Tuesday, January 5, 2016*

## Chapter 12. Court, Municipal

[HISTORY: Adopted by the Town Council of the Town of Portsmouth 8-26-2013 by Ord. No. 2013-08-26B. Amendments noted where applicable.]

### § 12-1. Establishment.

Pursuant to R.I.G.L. § 45-2-62, there is established a Municipal Court in the Town of Portsmouth which shall assume jurisdiction of the subject matters set forth in § 12-7 hereof on the date the Municipal Court Judge is appointed by the Town Council.

### § 12-2. Appointment, term, and qualifications of Judge.

- A. The Court shall be composed of one Judge appointed by the Town Council. The Judge shall serve until his or her successor shall be duly appointed.
- B. The initial appointment, if made, shall terminate on December 31, 2014. Each subsequent appointment, if made, shall be for a term of two years commencing on January 1 and ending on December 31 of the even-numbered years. A Judge shall hold office until his or her successor is appointed and qualified.
- C. The Judge shall be a lawyer admitted to practice law in this state by the Rhode Island Supreme Court, shall be in good standing, and shall have not less than five years' experience in the active practice of law.

### § 12-3. Witnesses; attendance; subpoenas.

The Court shall have the power to issue writs or summonses for witnesses, and compel their attendance, and to punish for contempt by fine or imprisonment. The Court may also issue writs of habeas corpus ad testificandum, upon continuance of any complaint or proceeding before it, may take recognizance to the state, with surety or sureties in such sum as the Court shall deem proper, with the condition to appear before the Court and make further answer to such complaint or proceeding, and in the meantime to keep the peace, and, in want thereof, may commit the same to the state adult correctional institutions until such recognizance shall be given or the parties lawfully discharged therefrom.

### § 12-4. Municipal Court Clerk; appointment and duties.

- A. The Town Council shall appoint a Clerk of the Court who shall serve at the pleasure of the Council.

- B. The Clerk of the Court shall keep a regular docket of all cases disposed of; shall record the judgments, orders, and sentences of the Court; and shall furnish certified copies thereof when required, for which copies the Clerk shall charge the same fees as are by law allowed to Clerks of the Superior Court. The Clerk shall keep the office open to the public during such hours as the Court shall determine and shall also be responsible for the administration of the Court.
- C. Nothing contained herein shall prohibit the Police Department or the Town administration from providing the secretarial and administrative assistance necessary for the Court to perform its duties and responsibilities.
- D. Nothing contained herein shall prohibit the Town Clerk from also becoming the Municipal Court Clerk.

### § 12-5. Seal; oaths.

- A. The Municipal Court shall have a seal, which shall contain such words and device as the Town Council shall adopt and approve.
- B. The Judge and the Municipal Court Clerk shall have the power to administer oaths and affirmations.

### § 12-6. Sessions; time; place.

The Municipal Court shall be considered to be in session at all times and at such place or places in the Town as the Court, or Judge holding same, shall appoint.

### § 12-7. Jurisdiction.

- A. The Town Council hereby confers on the Municipal Court original jurisdiction to hear and determine causes involving violation of:
  - (1) The Portsmouth Zoning Ordinance;
  - (2) Any other Town ordinance;
  - (3) Minimum housing ordinances, including any violation of R.I.G.L. Title 45, Chapter 24.3, the State Housing, Maintenance, and Occupancy Code;
- B. Provided, however, that:
  - (1) Any defendant found guilty of any offense, excluding violations of minimum housing ordinances or R.I.G.L. Chapter 45-24.3,<sup>[1]</sup> may, within seven days of such conviction, file an appeal from the conviction to the Superior Court and be entitled in the latter Court to a trial de novo; and
    - [1] *Editor's Note: See Title 45, Chapter 24.3, of the Rhode Island General Laws.*
  - (2) Any defendant found guilty of any violation of a minimum housing ordinance, or of R.I.G.L. Chapter 45-24.3, within seven days of such conviction, file an appeal from the conviction to the First Division of the District Court and be entitled to a trial de novo in accordance with R.I.G.L. §§ 8-8-3(a)(4) and 8-8-3.2.

- C. With respect to violations of municipal ordinances dealing with minimum housing, or R.I.G.L. Chapter 45-24.3, the Town Council hereby confers upon the Municipal Court, in furtherance of the aforementioned jurisdiction, the power to proceed, according to equity:
- (1) To restrain, prevent, enjoin, abate, or correct a violation;
  - (2) To order the repair, vacating, or demolition of any dwelling existing in violation; or
  - (3) To otherwise compel compliance with all provisions of ordinances and statutes.

## § 12-8. Fines; penalties; imprisonment.

The Municipal Court may impose a sentence not to exceed 30 days in jail and impose a fine not in excess of \$1,000 per violation, or both, and shall be empowered to punish persons for contempt.

## § 12-9. Complaints; warrants; writs.

It shall be lawful for the Judge of the Court to prescribe and vary the form of all complaints, warrants, writs, or other process as to make the same consistent with the organization, style, and jurisdiction of the Court, and such complaints, warrants, writs, and other process shall have the same effect, validity, and extent, and be served, obeyed, enforced, and returned, in the same manner and by the same officers, as if issued from the District Courts; and they may be served by any constables of the Town who are authorized to serve process in civil or criminal cases.

## § 12-10. Costs.

- A. The Municipal Court shall be authorized to assess court costs in the amount of \$50 for each offense charged, and the payment of such costs shall be a part of the sentence.
- B. All payments shall be deposited in the general treasury of the Town.
- C. The costs incurred by the Town in securing a police officer's presence, upon the request of the defendant, shall be charged to the defendant in the event he or she should fail to appear.

## § 12-11. Compensation of Municipal Court Judge and Municipal Court Clerk.

- A. The compensation of the Judge of the Municipal Court shall be set by the Town Council by resolution.
- B. The compensation of the Clerk of the Municipal Court shall be set by the Town Council by resolution.

## § 12-12. Acting Judge; Acting Clerk.

- A. In cases of sickness, absence, or other disability or ineligibility of the Municipal Court Judge or Clerk which shall be less than 45 days, the Town Council may appoint an Acting Judge or an Acting Clerk, respectively, at the same compensation or at such salary as the Town Council may determine for the term of such sickness, absence, disability or ineligibility of the Judge or Clerk. An Acting Municipal Court Judge or Acting Municipal Court Clerk shall perform all duties of the Municipal Court Judge or Municipal Court Clerk, respectively.
- B. In case of a prolonged sickness, absence, or other disability or ineligibility of the Municipal Court Judge or the Municipal Court Clerk that shall be in excess of 14 days, the Town Council may, by resolution, appoint an Acting Municipal Judge or an Acting Municipal Court Clerk, respectively, for the term of such sickness, absence, disability or ineligibility of the Municipal Court Judge or the Municipal Court Clerk, respectively, at the same compensation or at such salary as the Town Council may determine. An Acting Municipal Court Judge or Acting Municipal Court Clerk shall perform all duties of the Municipal Court Judge or Municipal Court Clerk, respectively, and in the performance of those duties shall have the same effect as if performed by the Municipal Court Judge or Municipal Court Clerk, respectively.
- C. In case the Municipal Court Judge must recuse due to a conflict in a specific case, the Portsmouth Probate Court Judge shall sit as the Municipal Court Judge.

January 4, 2016

TO: Town Council  
FROM: Galen McGovern, Wastewater Manager  
RE: Community Septic System Loan Program

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Please put the following item on the Town Council Agenda for the January 11<sup>th</sup> meeting.

**Title:** Community Septic System Loan Program (5 minutes)

**Council Action Requested:** Vote on Resolution outlining the loan criteria for the RI Infrastructure Bank's Community Septic System Loan Program

**Background:** On November 23rd, the town council passed a resolution supporting Portsmouth's participation in the CSSLP and agreed to request an initial non-restoring line of credit for \$300,000. Approval of the loan criteria detailed in this resolution is an additional, necessary step in completing the town's eligibility for participation in CSSLP - that we were unaware of at that time. The criteria presented here are identical to those currently in place for the Portsmouth Septic Loan Program.

**Backup:** Proposed Resolution Attached

# TOWN OF PORTSMOUTH

## RESOLUTION #

### Resolution Outlining the Loan Criteria for the RI Infrastructure Bank's Community Septic System Loan Program (CSSLP)

WHEREAS: the Town of Portsmouth will enter into a Loan Agreement with the Rhode Island Infrastructure Bank under the Community Septic System Loan Program (CSSLP), and

WHEREAS: this loan program is administered through RI Housing and the Town may apply specific homeowner loan criteria to the program, and

WHEREAS: said loan criteria has been reviewed and agreed upon by the Town Council of the Town of Portsmouth.

NOW THEREFORE BE IT RESOLVED, that the following criteria shall be applied to the loans administered by RI Housing:

1. The maximum amount of the loan shall be 25,000.
2. The term of the loan shall be a maximum of 10 years.
3. Residential property owners must be current on all financial obligations to the Town of Portsmouth at the time of application.
4. There are no owner occupancy restrictions and seasonal and rental properties are eligible.
5. The loan program excludes commercial and industrial properties; group and cluster systems; and condominiums or apartment buildings with 4 or more units per structure.
6. There are no income restrictions but homeowner debt/income ratio shall not exceed 45 percent.
7. Funds will be loaned out on a first-come, first served basis.
8. There are no current state or Federal tax liens on the property or current bankruptcies or bankruptcies discharged within the previous 24 months.
9. A \$300 loan origination fee will be paid by the borrower at closing.
10. Security for the loan will be a lien on the property held by the Town to be released upon successful repayment of the loan.
11. The loan obligation shall be structured to be repaid at the sale or transfer of the subject property. Payments will be made on a monthly basis and there will be no prepayment penalty.
12. Only licensed and insured septic installers may be used on the project.
13. Qualified septic systems must be subject to the 2007 RI Cesspool Phase-Out Act or determined to be "failed" as defined by the current DEM regulations and/or the Portsmouth Wastewater Management District Ordinance.

14. The homeowner must have a DEM approved septic design with a permit number and all State and local permits procured.
15. A DEM Certificate of Conformance will be required prior to disbursal of borrowed funds which will be paid directly to the system designers and licensed installers.
16. Funds are to be used for septic system repairs or replacement only, including all engineering and installation costs as well as all permitting fees.
17. Applicants must have current property and liability insurance on the property as it will become security for the loan.
18. On a case-by-case basis, loan applications may be approved for systems installed or repaired prior to the inception of this loan program, but in no case prior to January 1, 2014.
19. Prior to the closing, the homeowner must present Rhode Island Housing an executed contract with a licensed and insured septic installer. This contract will fully describe the scope of work required to repair or replace the homeowner's septic system.

WHEREAS: this Resolution is effective upon passage.

APPROVED BY TOWN COUNCIL  
ACTION

---

Keith E. Hamilton, President  
Portsmouth Town Council

ATTEST:

---

Joanne M. Mower  
Town Clerk

# TOWN OF PORTSMOUTH

## RESOLUTION # 2015-11-23

### RESOLUTION TO SUPPORT PARTICIPATION IN THE RI INFRASTRUCTURE BANK'S COMMUNITY SEPTIC SYSTEM LOAN PROGRAM

WHEREAS, the Town of Portsmouth wishes to participate in the Rhode Island Infrastructure Bank's Community Septic System Loan Program (CSSLP) in order to assist property owners in Portsmouth who are required to either repair or replace failing or failed septic systems and cesspools; and

WHEREAS, the Town of Portsmouth has submitted an ONSITE WASTEWATER MANAGEMENT PLAN to the Department of Environmental Management and such a plan has been approved; and

WHEREAS, such approval is a prerequisite for participation in CSSLP; and,

WHEREAS, Participation by the Town of Portsmouth in CSSLP will supplement the existing locally-funded septic system loan program in its entirety;

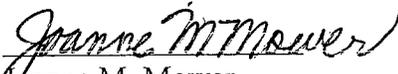
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Council authorizes the Town Administrator and the Finance Director to execute any and all documents necessary for application to participate in the Rhode Island Infrastructure Bank's Community Septic System Loan Program (CSSLP) including the request for a non-restoring line of credit in the amount of \$300,000 for the initial establishment and operation of the program.
2. EFFECTIVE DATE  
This Resolution shall become effective upon passage.

APPROVED BY TOWN COUNCIL  
ACTION November 23, 2015

  
\_\_\_\_\_  
Keith E. Hamilton, President  
Portsmouth Town Council

ATTEST:

  
Joanne M. Mower  
Town Clerk



# Memo

**January 6, 2016**

To: Rich Rainer, Town Administrator  
From: Jim Lathrop, Dir of Finance & Fung Chan, Deputy Dir of Finance  
Subject: FY16 Mid-Year Update

---

The Finance staff is currently working on the FY 17 CIP and started to gather department request for the FY 17 Budget. We are working with the School Finance staff on a presentation for the January 23<sup>rd</sup> joint Town Council and School Committee meeting.

For FY 16 we are projecting higher than budgeted revenue. The main reasons are an increase in School Housing Aid which is the result of the School's efforts in this area, department fees that are trending higher than budgeted, and better tax collection; particularly pro-rated taxes and collection of prior year taxes, which can be attributed to the Tax offices efforts and work with the new collection agency.

We continue to project Police, Fire, and DPW running over budget. The overtime in Police and Fire has always been an issue. We have seen some improvement in this area and continue to monitor this item. The better than expected results from recent bond issue and ability to refund existing debt brings saving in debt service.

The savings in debt service and better than budgeted revenue is offsetting the projected deficits in Police, Fire & DPW.

We are only half way through the fiscal year and there will be challenges ahead of us, however at this point we are projecting a break even for FY16.

RECEIVED  
PORTSMOUTH, R.I.

2015 DEC 16 A 9:35

JOANNE M. MOWER  
TOWN CLERK



*Newport County*  
*Dr. Martin Luther King, Jr. Celebration Committee*  
*72E Dr. Marcus F. Wheatland Blvd.*  
*Newport, Rhode Island 02840*

21 December 2015

*Mr. Keith Hamilton, President*  
*Portsmouth Town Council*  
*2200 East Main Road*  
*Portsmouth, RI 02871*

*Dear Mr. Hamilton & Members of the Town Council:*

*The Newport County Martin Luther King Jr. Celebration Committee will be holding its 31<sup>th</sup> annual program celebrating the birthday of Dr. Martin Luther King Jr. on 18 January 2016. The Annual Birthday Program will be held at the Thompson Middle School, 39 Broadway, Newport, RI at 9:30 AM.*

*The Committee is extending an invitation to you and/or a member of the Portsmouth Council to participate in our program by providing a brief greeting. An email response to Victoria Johnson at [vjprincipal02@gmail.com](mailto:vjprincipal02@gmail.com) in regards to your participation would be appreciated.*

*The Luncheon Program will be at the Best Western 151 Admiral Kalbfus Road, Newport, RI at 12:00 PM. We would be honored to have members of the council attend and support this program as they have in the past. Contact for program is Victoria Johnson 401 846 3967 or email [vjprincipal02@gmail.com](mailto:vjprincipal02@gmail.com) or Fern Lima at 401-846-4785.*

*Again thank you for your continued support of this very special community event.*

Yours truly,

  
Victoria Johnson  
Committee Member

12/15/15

**TOWN OF CHARLESTOWN  
A RESOLUTION IN SUPPORT OF  
LEGISLATION ON CONTROLLING BLASTING**

WHEREAS, the residents of Charlestown and other cities and towns are plagued with undesirable effects of blasting for roads, ledge removal, reduction of boulders, home site preparation and quarrying; and

WHEREAS, currently no notice to abutters or those nearby is required in advance of blasting; and

WHEREAS, no rules and regulations exist to protect citizens from damage to their property as a result of unannounced blasting; and

WHEREAS, abutters and those nearby are surprised and frightened by unanticipated blasting; and

WHEREAS, the health, safety and welfare of citizens are compromised by and at the mercy of blasters; and

WHEREAS, the State Fire Marshall now has the authority to grant blasting permits without notification of abutters or those nearby the same day the permit is requested, in many cases in residential areas;

NOW, THEREFORE, BE IT RESOLVED that the following statutes, rules and regulations be implemented by the R.I. General Assembly; A two (2) week notice in advance of blasting via registered mail to any abutter within 500 feet of the property line of the blast site to allow for safe storage of vulnerable valuables and establishment of pre-blast condition of wells, foundations, chimneys, and other improvements; and that duplicate notification be provided to local police departments, fire departments, building and zoning offices and fire marshals; and that we, the Town Council of the Town of Charlestown, Rhode Island, respectfully request R.I. General Assembly support for preparing the necessary legislation to establish appropriate rules and regulations for implementation by the State Fire Marshall's office to protect residents, abutters and those nearby from the physical and mental costs of unanticipated blasting near residential areas.

AND, BE IT FURTHER RESOLVED, that the Town Clerk is hereby instructed to submit a copy of this resolution to the Charlestown Senators Dennis Algieri and Elaine Morgan and House Representative Blake Filippi, and to all Rhode Island Cities and Towns, all Rhode Island Legislators, Speakers of the House and Senate, the State Fire Marshall and the Governor seeking their consideration of and support for this Resolution.

The RESOLUTION shall take effect immediately upon the date hereof.

By resolution of the Charlestown Town Council  
at a meeting held on December 14, 2015

Amy Rose Weinreich, CMC

Attested To By  
Amy Rose Weinreich, CMC Town Clerk



## Kathy Inch

---

**From:** Joanne Mower  
**Sent:** Tuesday, December 15, 2015 3:01 PM  
**To:** Kathy Inch  
**Subject:** FW: Resolution in support of legislation to control blasting  
**Attachments:** Resolution for blasting EXECUTED.pdf

**From:** Amy Weinreich [mailto:ARWeinreich@charlestownri.org]

**Sent:** Tuesday, December 15, 2015 2:24 PM

**To:** Sen. Algieri, Dennis L. <sen-algiere@rilin.state.ri.us>; sen-morgan@rilin.state.ri.us; rep-filippi@rilin.state.ri.us; governor@governor.ri.gov; sen-paivaweed@rilin.state.ri.us; rep-mattiello@rilin.state.ri.us; john.chartier@sfm.dps.ri.gov

**Cc:** rep-ajello@rilin.state.ri.us; rep-blazejewski@rilin.state.ri.us; rep-palangio@rilin.state.ri.us; rep-regunberg@rilin.state.ri.us; rep-desimone@rilin.state.ri.us; rep-hull@rilin.state.ri.us; rep-mckiernan@rilin.state.ri.us; rep-lombardi@rilin.state.ri.us; rep-williams@rilin.state.ri.us; rep-slater@rilin.state.ri.us; rep-diaz@rilin.state.ri.us; rep-almeida@rilin.state.ri.us; rep-carnevale@rilin.state.ri.us; rep-lima@rilin.state.ri.us; rep-mattiello@rilin.state.ri.us; rep-lancia@rilin.state.ri.us; rep-jacquard@rilin.state.ri.us; rep-handy@rilin.state.ri.us; rep-mcnamara@rilin.state.ri.us; rep-bennett@rilin.state.ri.us; rep-naughton@rilin.state.ri.us; rep-solomon@rilin.state.ri.us; rep-shekarchi@rilin.state.ri.us; rep-trillo@rilin.state.ri.us; rep-nunes@rilin.state.ri.us; rep-morgan@rilin.state.ri.us; rep-serpa@rilin.state.ri.us; rep-Nardolillo@rilin.state.ri.us; rep-roberts@rilin.state.ri.us; rep-giarrusso@rilin.state.ri.us; rep-costa@rilin.state.ri.us; rep-craven@rilin.state.ri.us; rep-tanzi@rilin.state.ri.us; rep-fogarty@rilin.state.ri.us; rep-filippi@rilin.state.ri.us; rep-azzinaro@rilin.state.ri.us; rep-kennedy@rilin.state.ri.us; rep-price@rilin.state.ri.us; rep-chippendale@rilin.state.ri.us; rep-marcello@rilin.state.ri.us; rep-ucci@rilin.state.ri.us; rep-fellela@rilin.state.ri.us; rep-costantino@rilin.state.ri.us; rep-ackerman@rilin.state.ri.us; rep-ogradey@rilin.state.ri.us; rep-keable@rilin.state.ri.us; rep-newberry@rilin.state.ri.us; rep-morin@rilin.state.ri.us; rep-casey@rilin.state.ri.us; rep-phillips@rilin.state.ri.us; rep-macbeth@rilin.state.ri.us; rep-winfield@rilin.state.ri.us; rep-obrien@rilin.state.ri.us; rep-corvese@rilin.state.ri.us; rep-maldonado@rilin.state.ri.us; rep-mclaughlin@rilin.state.ri.us; rep-tobon@rilin.state.ri.us; rep-barros@rilin.state.ri.us; rep-coughlin@rilin.state.ri.us; rep-johnston@rilin.state.ri.us; rep-messier@rilin.state.ri.us; rep-kazarian@rilin.state.ri.us; rep-melo@rilin.state.ri.us; rep-amore@rilin.state.ri.us; rep-hearn@rilin.state.ri.us; rep-malik@rilin.state.ri.us; rep-marshall@rilin.state.ri.us; rep-gallison@rilin.state.ri.us; rep-edwards@rilin.state.ri.us; rep-canario@rilin.state.ri.us; rep-reilly@rilin.state.ri.us; rep-abney@rilin.state.ri.us; rep-ruggiero@rilin.state.ri.us; rep-carson@rilin.state.ri.us; sen-goodwin@rilin.state.ri.us; sen-pichardo@rilin.state.ri.us; sen-goldin@rilin.state.ri.us; sen-ruggerio@rilin.state.ri.us; sen-jabour@rilin.state.ri.us; sen-metts@rilin.state.ri.us; sen-ciccione@rilin.state.ri.us; sen-doyle@rilin.state.ri.us; sen-satchell@rilin.state.ri.us; sen-felag@rilin.state.ri.us; sen-ottiano@rilin.state.ri.us; sen-dipalma@rilin.state.ri.us; sen-paivaweed@rilin.state.ri.us; sen-daponte@rilin.state.ri.us; sen-nesselbush@rilin.state.ri.us; sen-crowley@rilin.state.ri.us; sen-oneill@rilin.state.ri.us; sen-conley@rilin.state.ri.us; sen-pearson@rilin.state.ri.us; sen-picard@rilin.state.ri.us; sen-kettle@rilin.state.ri.us; sen-archambault@rilin.state.ri.us; sen-fogarty@rilin.state.ri.us; sen-cote@rilin.state.ri.us; sen-lombardo@rilin.state.ri.us; sen-lombardi@rilin.state.ri.us; sen-gallo@rilin.state.ri.us; sen-miller@rilin.state.ri.us; sen-mccaffrey@rilin.state.ri.us; sen-walaska@rilin.state.ri.us; sen-lynch@rilin.state.ri.us; sen-coyne@rilin.state.ri.us; sen-raptakis@rilin.state.ri.us; sen-morgan@rilin.state.ri.us; sen-gee@rilin.state.ri.us; sen-sosnowski@rilin.state.ri.us; sen-algiere@rilin.state.ri.us; lbotello@eastgreenwichri.com; airons@narragansetttri.gov; caquilante@smithfieldri.com; cwordell@tlcri.com; cfernstrom@jamestownri.net; cgeorge@coventryri.org; cduarte@woonsocketri.org; dholberton@southkingstownri.com; dtodd@nsmithfieldri.org; giordano@westerly.org; deptownclerk@hopkintonri.org; efliese@wgtownri.org; townclerk@new-shoreham.com; jchristopher@townoffoster.com; townclerk@glocesterri.org; jalyward@northkingstown.org; Joanne Mower <jmower@portsmouthri.com>; jcoelho@townofwarren-ri.gov; kallen@lincolnri.org; kcasci@cityofeastprov.com; lswistak@cityofnewport.com; lhagen@providenceri.com; lpcirillo@bristolri.us; lphaneuf@burrillville.org; clerk@town.exeter.ri.us; mwall@cranstonri.org;

mkelly@westwarwickri.org; marie.t.ahlert@warwickri.com; mdeangelus@northprovidenceri.gov;  
mdesisto@barrington.ri.gov; nmello@tiverton.ri.gov; rgoldstein@pawtucketri.com; sgiovanelli@cumberlandri.org;  
sgrace@centralfallsri.us; townclerk@richmondri.com; vbaccari@johnston-ri.us; wmarshall@middletownri.com  
**Subject:** Resolution in support of legislation to control blasting

Good Afternoon, At their December 14, 2015 meeting, the Charlestown Town Council unanimously approved the attached resolution in support of legislation to control blasting, with the following statutes, rules and regulations to be implemented by the Rhode Island General Assembly:

- A two (2) week notice in advance of blasting via registered mail to any abutter within 500 feet of the property line of the blast site to allow for safe storage of vulnerable valuables and establishment of pre-blast condition of wells, foundations, chimneys, and other improvements.
- Duplicate notification to be provided to local police departments, fire departments, building and zoning offices and fire marshals.

The Town Council respectfully requests your support in preparing the necessary legislation to establish appropriate rules and regulations for implementation by the State Fire Marshall's office to protect residents, abutters and those nearby from the physical and mental costs of unanticipated blasting near residential areas.

On behalf of the Council, thank you in advance for your consideration of this matter,

*~Amy*  
Amy Rose Weinreich, CMC  
Town Clerk  
Town of Charlestown, RI

\*Original resolution to follow via USPS.

12/28/15

**KEOUGH & SWEENEY, LTD.**

ATTORNEYS AND COUNSELORS AT LAW  
41 MENDON AVENUE  
PAWTUCKET, RHODE ISLAND 02861  
TELEPHONE (401) 724-3600  
FACSIMILE (401) 724-9909  
www.keoughsweeney.com

**JOSEPH A. KEOUGH JR.\***  
**JEROME V. SWEENEY III\***

**SEAN P. KEOUGH\***  
**STACI L. KOLB**

**JEROME V. SWEENEY II**  
**OF COUNSEL**

\*ADMITTED TO PRACTICE IN  
RHODE ISLAND & MASSACHUSETTS

RAYNHAM OFFICE:  
90 NEW STATE HIGHWAY  
RAYNHAM, MA 02109  
TEL. (508) 822-2813  
FAX (508) 822-2832

BOSTON OFFICE:  
171 MILK STREET  
SUITE 30  
BOSTON, MA 02109  
TEL. (617) 574-0054  
FAX (617) 451-1914

December 23, 2015

The Honorable Town Council  
The Town Portsmouth  
c/o City Clerk  
2200 East Main Road  
Portsmouth, RI 02871

RE: City of Newport, Utilities Department, Water Division  
Proposed Rate Increase

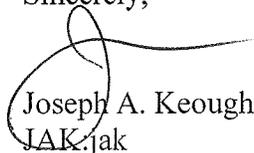
Honorable Council Members:

Please be advised that on December 23, 2015, the City of Newport, Utilities Department, Water Division ("Newport Water") filed an application to change rates with the Rhode Island Public Utilities Commission. Enclosed you will find a copy of Newport Water's filing.

Additionally, in conformance with RIGL §39-3-12.1, enclosed with the filing you will find copies of Newport Water's compliance with the particulars of that provision.

Thank you for your attention to these matters.

Sincerely,



Joseph A. Keough, Jr.  
JAK:jak  
Enclosure

CC: William McGlinn  
Portsmouth Water & Fire District

PETER V. LACOUTURE

RECEIVED  
PORTSMOUTH, R.I.  
2015 DEC 30 A 11: 02

One Financial Plaza, Suite 1430  
Providence, RI 02903-2485  
Direct (401) 709-3314  
Fax (401) 709-3377  
placouture@rc.com

JOANNE M. MOWER  
TOWN CLERK

**Via Federal Express Delivery**

December 29, 2015

Joanne Mower, Town Clerk  
Town of Portsmouth  
Town Hall  
2200 East Main Road  
Portsmouth, RI 02871

**Re: The Narragansett Electric Company d/b/a National Grid  
Aquidneck Island Reliability Project EFSB Application**

Dear Ms. Mower:

Pursuant to Rhode Island General Laws § 42-98-9.1(a) and the Energy Facility Siting Board's ("EFSB") Rules of Practice and Procedure Rule 1.8(g), enclosed is a copy of The Narragansett Electric Company d/b/a National Grid's application for the Aquidneck Island Reliability Project that was filed this afternoon with the EFSB. The aforementioned provisions require notice of applications to "the councils of the towns and cities affected" by the proposed project. Please bring this filing to the attention of the Town Council.

The EFSB will notify you when it schedules its preliminary hearing. Please feel free to contact Todd Bianco, Coordinator with the EFSB, at (401) 780-2106 or me with any questions or comments.

Very truly yours,



Peter V. Lacouture

Enclosures

Cc: Kevin P. Gavin, Esq., Portsmouth Town Solicitor  
Patricia S. Lucarelli, Esq., Chief of Legal Services, Energy Facility Siting Board (*w/o enclosures*)  
Todd Bianco, Coordinator, Energy Facility Siting Board (*w/o enclosures*)

14397629-v1

Kevin R. Cute, Marine Resources Specialist  
Coastal Resources Management Council  
Oliver H. Stedman Government Center  
4808 Tower Hill Road, Suite 3  
Wakefield, RI 02879-1900

December 23, 2015

RECEIVED  
PORTSMOUTH, R.I.

2016 JAN -4 A 10:12

JOANNE M. MOWER  
TOWN CLERK

RE: Portsmouth Harbor Commission Meeting, November 18, 2015 - Presentation & Discussion  
about impact of new Hog Island Dock Proposal

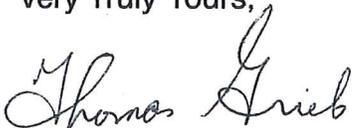
Dear Mr. Cute:

On November 18, 2015, The Portsmouth Harbor Commission convened its monthly meeting at the Portsmouth Town Hall, Council Chambers. With a quorum of the Commission members present, as well as the Portsmouth Harbormaster, the Commission took testimony from Attorney Christian F. Cappizzo, Professional Surveyor Norbert A. Therien, Hog Island property owner Steven Simoni and Hog Island registered mooring owner M. Coppolino regarding the impact of a new Hog Island dock proposal that is currently pending review before Coastal Resources Management Council ("CRMC"), Application #2015-02-055. Also in attendance in support of the Hog Island dock proposal and CRMC application were Tom Fairchild of Hog Island Inc. and Avery "Whip" Seaman, a long time Portsmouth resident and Hog Island property owner for over 40 years.

At the Conclusion of the testimony presented at this meeting, the Commission voted and unanimously approved modifying a portion of the planned mooring field at Hog Island to accommodate the Hog Island dock proposal in Application #2015-02-055 pending before CRMC so that the dock will be in compliance with CRMC's setback requirements in Section 300.4, E.3(m).

The Commission will include that modification of the mooring field, to accommodate the Hog Island dock proposal in Application #2015-02-055 in the Town of Portsmouth Harbor Management Plan draft that is currently under review by the Town of Portsmouth, CRMC and the Rhode Island Department of Environmental Management.

Very Truly Yours,



Thomas Grieb, Chair  
Portsmouth Harbor Commission

Cc: Atty. Kevin Gavin, Portsmouth Solicitor  
Brian Goldman, CRMC Legal Counsel  
Gary Crosby, Portsmouth Town Planner  
Sgt. Stephen Burns, Portsmouth Harbormaster  
Atty. Christian F. Cappizzo, Shechtman Halperin Savage, LLP  
The Portsmouth Town Council



# State of Rhode Island and Providence Plantations

HOUSE OF REPRESENTATIVES  
REPRESENTATIVE JOHN G. EDWARDS, *District 70*  
*Majority Whip*  
*Committee on Labor*  
*Committee on Small Business*  
*Committee on Oversight*  
*Committee on Judiciary*

RECEIVED  
PORTSMOUTH, R.I.  
2015 JAN -4 A 10:09  
JOANNE M. MOWER  
TOWN CLERK

December 22, 2015

Rhode Department of Transportation  
Mr. Peter Alviti, Director  
Two Capital Hill  
Providence, Rhode Island 02903

Dear Director Alviti:

Thank you for your letter of December 10, 2015, to the Town of Tiverton concerning important road and bridge issues. As the Representative for Tiverton and Portsmouth, I am aware of the concerns of my constituents and both Town Councils concerning these issues. I will address them in the order presented by you in your letter.

The status of the demolition of the old Sakonnet River Bridge is completely unacceptable. RIDOT has mishandled this process well before your involvement, as well as since you assumed the reins as Director earlier this year. I have offered assistance on this point numerous times to RIDOT, only to be rebuffed. RIDOT should have initiated the permitting process the day ground was broken for the new bridge. Unfortunately, that did not occur. RIDOT has now pushed off the bidding process at least three times that I am aware of. Quite frankly, I am not confident that the current date proposed by RIDOT is accurate. I recommend that you expedite the bidding process and reach out to both the State and Federal delegations to overcome any potential obstacles.

The construction staging areas for the demolition as outlined in your letter appears to consider the inconvenience already placed upon my constituents. If you have any further requirements, I would appreciate being informed in order to alert my constituents who will be directly impacted. I request that a public information meeting be scheduled by RIDOT to inform my constituents of the process, demolition schedule and duration of the project. I would be willing to assist in arranging such a public meeting.

The date that RIDOT has designated for the signal improvements at the intersection of Fish Road and Bulgermarsh Road is, again, unacceptable. This project was originally requested by the Town of Tiverton in 2014. To have this fairly simple project put aside for another two years is inexcusable. I urge RIDOT to re-evaluate the selection process and make the appropriate accommodations that are desperately needed by the Town of Tiverton at this very busy intersection for the safety of my constituents. I recommend you expedite this project in your "10 year plan."

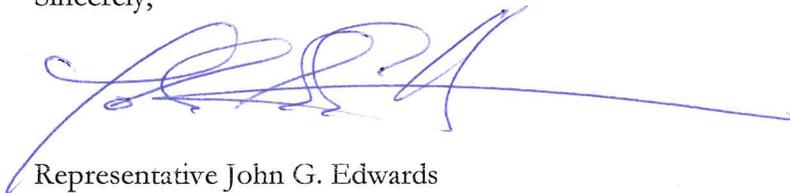
The date arbitrarily chosen by RIDOT to construct the roundabout at Stafford Road is, again, totally unacceptable to both the Town and the State. As you should be aware, this roundabout is critical to the proposed casino project and to the safety of my constituents who travel this route daily. Without this roundabout in place, Twin River has already publicly stated that there will not be a casino. This project has enormous financial implications to both the State and Town budgets and is critical to both. I strongly recommend that this project be expedited in your "10 year plan."

With respect to your response concerning the Old Stone Bridge abutment project, I have numerous concerns. First, the math you have used to show the Town the current status of our funds is unclear to me and the Town. Apparently, per your letter, the \$2,650,000 in funds that were available to the Town for this vital project has somehow been mysteriously reduced to \$164,787. With the Town's expenditure of \$204,000 for the acquisition of the former gas station, some \$2,281,231 is still unaccounted for from this account. Where are those funds? What is RIDOT currently doing to account for this apparent discrepancy? The citizens of Tiverton are looking forward to your complete accounting of these funds that were appropriated by both the State and Federal Government for this crucial project. The Town had sufficient funding to complete this project, so please provide the details of what happened to that money.

I concur that a meeting with yourself and the Town be immediately scheduled in Tiverton to discuss what can be done to prevent the further decay of the abutment which protects so many businesses, marinas and private homes that line both sides of the Tiverton Basin. I would also recommend having General Treasurer Seth Magaziner attend to update the parties concerning the status of the missing \$2,281,231 from this project's account.

I await your response to these important issues, as well as your proposals to correct them and the status of the funds for the Old Stone Bridge abutment project.

Sincerely,



Representative John G. Edwards  
House Majority Whip  
State Representative- District 70  
Tiverton/ Portsmouth

Cc: Governor Gina Raimondo, Speaker Nicholas Mattiello, Seth Magaziner Treasurer, Town Council President Medeiros, Town Council President Hamilton, US Senator Reed, US Representative Cicilline, Senator Felag, Representative Canario



Eastern Rhode Island Conservation District  
 PO Box 158 - Tiverton, RI 02878  
 www.easternriconservation.org  
 Phone (401) 934-0840 - Email: [info@easternriconservation.org](mailto:info@easternriconservation.org)

RECEIVED  
 PORTSMOUTH, R.I.  
 2016 JAN - 4 A 10: 09  
 JOANNE M. MOWER  
 TOWN CLERK

January 1, 2016

Mr. Keith Hamilton  
 President, Town Council  
 2200 East Main Rd  
 Portsmouth, RI 02871

Dear Mr. Hamilton:

Thank you for taking the time to consider this request letter of support for the Eastern Rhode Island Conservation District (ERICD). For over 60 years, your Conservation District has been serving the residents of Bristol and Newport Counties by offering technical assistance, education and funding to municipalities, farmers, teachers, students and residents, through our own programs and those of our federal partners at the Natural Resources Conservation Services (NRCS). The Mission of the Conservation District is simply stated:

*"To promote a healthy environment and sustainable use of natural resources in coordination with partners and the community, to provide technical, educational and financial resources."*

We accomplish this Mission by pursuing these core values:

- 82. Clean and plentiful water;
- 83. Encouraging conservation measures on farms and forestland; and,
- 84. Well-managed open spaces and wildlife habitat.

Most recently ERICD and its sister Conservation Districts have been working with your town's farmers, forestland owners, as well as state and local governments in the area to foster preparedness in the event of livestock or avian disease outbreaks, to develop conservation plans for farmers, to provide outreach and education on various conservation issues and to help secure technical and financial assistance to aide farm and forest landowners implement conservation measures on the land. Landowner partnership and participation with the Districts in 2015 resulted in NRCS doing the following:

Dollars obligated to Towns - Eastern District 2015		Dollars paid to Towns - Eastern District 2015	
Barrington	\$0	Barrington	\$0
Warren	\$0	Warren	\$0
Bristol	\$118,903.00	Bristol	\$0
Jamestown	\$124,289.00	Jamestown	\$11,275
Portsmouth	\$35,092.00	Portsmouth	\$37,185
Middletown	\$54,447.00	Middletown	\$84,688
Newport	\$0	Newport	\$0
Tiverton	\$19,168.98	Tiverton	\$41,947
Little Compton	\$25,574.57	Little Compton	\$142,846

ERICD is available to help expand municipal capabilities by providing modestly priced consultancy for planning board site plan reviews, storm water management plans on localized or town-wide scale, mapping and site analysis for open

space acquisition and management, and conservation education for local school systems and recreational programs. Any amount you can appropriate would be greatly appreciated and would help us continue our programs

Thank you for your attention to this matter. If you have any questions or would like to have our District Manager, Sara Churgin, stop in for a meeting with you to help explain more of what we can do to assist you, please contact her at your earliest convenience at (401) 225-6033.

Sincerely,

  
Sara Churgin, on behalf of Russ Smith, Chair  
Eastern RI Conservation District  
Phone: 401-816-5667  
Email: schurgin.ericd@gmail.com  
PO Box 158  
Tiverton, RI 02878  
[www.easternriconservation.org](http://www.easternriconservation.org)



# EASTERN RI CONSERVATION DISTRICT

## 2014-2015 REPORT

**ERICD Mission:**

The mission of the Eastern Rhode Island Conservation District is to provide information and technical assistance in order to encourage the people of Newport and Bristol Counties to conserve their natural resources and generate farm viability.

The Eastern RI Conservation District is governed by a five (5) member Board of Directors: Russ Smith, Chair, Emerson Wildes, Nancy Parker Wilson, Suzanne Hourihan, and Ron Mucci.

The ERICD has been active in Board Recruitment during the past fiscal year, yielding great interest in district actives and the appointment of a new Board member to fill a 2015 vacancy.

The staff this year have been active with taking applications for the Farm, Forest and Open Space program, and working with the other conservation districts and the RI State Conservation Committee on an update to the program application process and options for development of farm conservation plans. The District participated with the RI Land Trust Council to co-sponsorship Council's yearly Farm Succession Planning Workshop. The District also participated in the RI SCC Strategic Planning Sub-Committee to help develop a the RI SCC's mission and vision statements and core operating philosophy.

The District has been developing a cooperative project with the Sandywoods Farm & Roger Williams University. This project is a Sustainability Student Project focused on utilizing students in a partnership with the district in the coming semesters to work on identified conservation projects of interest to the students. Other project ideas that were presented to students during the District presentations to RWU Sustainability 101 and 401 courses on Tuesday, January Project ideas presented to students included:

- Develop a success comparison study for the Sandywoods Farmers Market
- Managing and Marketing the Sandywoods Farmers Market
- Developing a Garden Education program for the YMCA Summer Camp held at Sandywoods.
- Developing a strategic plan for management and operation of Sandywoods' High Tunnel.
- Assist ERICD staff and volunteers with the Resident Canada Goose Education and Field Training project.
- Develop a Resident Canada Goose Management Plan for RWU
- Work with the District and beginning farmers to develop sustainable farms/businesses.
- Work with District Board to develop a Strategic Plan for ERICD
- Works with ERICD Board to develop and implement a Board Recruitment strategy/program.

**2014-2015 Financial Statement**

**EXPENSES:**

Program Expenses	\$34,317
Business Expenses (SCC oversight)	\$1,893
Employee Expenses (District Mgr)	\$8,519
Facilities & Equipment	\$207
Insurance	\$1,750
Mileage	\$321
Utilities	\$1,344
Other	\$846

**TOTAL EXPENSES** **\$49,197**

**INCOME:**

Program Income	\$39,315
Legislative Funding	\$12,524

**TOTAL INCOME** **\$51,839**