

**PORTSMOUTH TOWN COUNCIL MEETING  
JUNE 27, 2016  
AGENDA**

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

**PLEDGE OF ALLEGIANCE**

**SITTING AS THE PORTSMOUTH TOWN COUNCIL**

**PRESENTATIONS/RECOGNITIONS**

1. Proclamation Of Appreciation - Margaret Brady

Documents: [P Brady.pdf](#)

2. Presentation Of The Portsmouth Award

**CONSENT AGENDA**

1. Rhode Island State Planning Council Notice Of Public Hearings:

The State Planning Council has Under Consideration Adoption of a Draft Plan Entitled "Water Quality 2035", an Element of the State Guide Plan. This Draft Water Quality Management Plan Focuses on the Need for Careful Management of the Water Resources of the State. The plan will Update and Replace Existing State Guide Plans that had Protection and Restoration of Water Quality as Primary Purposes. These Hearings will be Held July 13, 2016 at 2:00 PM and 6:00 PM.

Documents: [Notice Of Public Hearings.pdf](#)

**SITTING AS THE BOARD OF LICENSE COMMISSIONERS**

1. PUBLIC HEARING: Transfer Of A Class BV Beverage License:

Application to Transfer a Class BV Beverage License from Tiverton Management Corp., d/b/a Tremblay's Ultimate Grill, 514 Park Avenue, Portsmouth, RI to Tremblay's Bar and Grill Inc.

Documents: [Application To Transfer BV Tremblays.pdf](#)

- a. Class BV Beverage Licence Application:

Tremblay's Bar and Grill Inc., 514 Park Avenue, Portsmouth, RI. Owners: Michael MacFarlane, 16 Trenton Lakewood Road, Clarksburg, NJ, 08510 and Dennis DeMarino, 12 Tall Oaks Court, Farmingdale, NJ, 07187

Documents: [BV Application - Tremblays.pdf](#)

- b. Objection To The Transfer Of A Class BV Liquor License From Tiverton Management Corp., D/B/A Tremblay's Ultimate Grill, To Tremblay's Bar And Grill, Inc., Unless Indebtedness Is Paid In Full To Horizon Beverage Co. And Rhode Island Distributing Co. / G. Mancini, Sinapi Law Associates. Ltd

Documents: [Sinapi Law.pdf](#)

- c. Objection To The Transfer Of A Class BV Liquor License From Tiverton Management Corp., D/B/A Tremblay's Ultimate Grill, To Tremblay's Bar And Grill, Inc., Unless Indebtedness Is Paid In Full McLaughlin & Moran, Inc. / D. Silva

Documents: [McLaughlin Moran.pdf](#)

- d. Objection To The Transfer Of A Class BV Liquor License From Tiverton Management Corp., D/B/A Tremblay's Ultimate Grill, To Tremblay's Bar And Grill, Inc., Unless Indebtedness Is Paid In Full To MS Walker Co. And Johnson Brothers Of RI. / P Pisano, Esq.

Documents: [Pisano.pdf](#)

2. Victualler License - New

- a. Tremblay's Bar And Grill, Inc., 514 Park Avenue ,Portsmouth, RI

Documents: [Victualler - Tremblays.pdf](#)

3. Entertainment License:

- a. Newport Film, 174 Bellevue Avenue, Suite 314, Newport, RI For A Documentary Film Screening At The International Polo Grounds, August 25, 2016 From 6:00 PM To 10:00 PM

Documents: [Newport Film.pdf](#)

**ADJOURN**

**PRESIDENT'S EXECUTIVE SUMMARY**

**MINUTES**

TCM 6/8/16

TCM 6/13/16 and Exec.

Documents: [M 6-8-16 Draft.pdf](#), [M 6-13-16 Draft.pdf](#)

**BILLS**

Documents: [Bill List.pdf](#)

**TAX VOUCHERS**

Request Approval for Tax Vouchers #20160627-01 to #20160627-02. / M. Helfand

Documents: [Tax Vouchers.pdf](#)

**TOWN ADMINISTRATOR'S REPORT**

1. Update on Building Inspector
2. Update on Animal Control Officer
3. Update on McCorrie Beach Community Meeting
4. Hog Island Recycling Update
5. Budget Correction Update
6. Annual Prudence Island Town Council Meeting
7. Historical Society Presentation
8. WED Donation to the Leonard Brown House Renovation Project

**RESIGNATIONS AND APPOINTMENTS**

1. Appointments:

- a. Portsmouth Veterans Honor Roll Committee

Documents: [W Coelho.pdf](#), [C Johnson.pdf](#)

- b. Economic Development Committee

Documents: [D Young.pdf](#)

Documents: [U Young.pdf](#)

c. Harbor Commission

Documents: [B Coyle.pdf](#)

d. Glen Manor House Authority (Re-Appt.) - A. Kelly

Documents: [A Kelly.pdf](#)

e. Wastewater Appeals Board

Documents: [J Vickers.pdf](#)

### **OLD BUSINESS**

1. Discussion/Action - Wind Turbine. / S. Brusini, K. Hamilton & R. Rainer (10)

a. The Narragansett Electric Company Net Metering Provision

Documents: [Net Metering Provision.pdf](#)

b. Letter Agreement Regarding National Grid Net Metering Provision Schedule B

Documents: [Letter Agreement - Net Metering.pdf](#)

c. WED Sublease Agreement

Documents: [WED Sublease Agreement.pdf](#)

### **NEW BUSINESS**

1. Request Approval To Renew Prudence Island Transfer Station Hauling Contract For The Year July 1, 2016 Through June 30, 2017. / R. Rainer (5)

Documents: [Waste Management.pdf](#)

2. Request Approval To Renew The Transfer Station Management Contract For The Year July 1, 2016 Through June 30, 2017. / R. Rainer (5)

Documents: [Vinagro Corp.pdf](#)

3. Request Approval To Abate All 2004 Delinquent Taxes In The Amount Of \$9,537.56. / M. Helfand (5)

Documents: [2004 Delinquent Taxes.pdf](#)

### **CORRESPONDENCE**

1. Invitation For The Town Administrator And The Town Council To A Cook-Out And A Newport Artillery Company Presentation At St. John's Lodge No. 1 A.F. & A. M. On July 11, 2016 At 6:00 PM. / W. Hedgorth, Jr., Worshipful Master, St. John's Lodge No. 1

Documents: [St Johns Lodge.pdf](#)

2. Letter Of Congratulations As Portsmouth Is Named As One Of 12 Rhode Island Communities Receiving 2015 Tree City USA Recognition From The Arbor Day Foundation. / James R. Langevin, Member Of Congress

Documents: [Tree City.pdf](#)

3. Town Of Richmond Resolution In Opposition To Tolling Gantries. / T. Nelson, Town Clerk

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

### **FUTURE MEETINGS**

July 11 7:00 PM Town Council Meeting - Public Hearing: Proposed Amendment to

July 11 7:00 PM - Town Council Meeting - Public Hearing. Proposed Amendment to Chapter 257 of the Portsmouth Town Code - Noise Ordinance: §257-18 Sound Variances, Sec. C

July 30 11:00 AM - Town Council Meeting - Prudence Island (Saturday)

August 22 7:00PM - 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 6/23/16

**TOWN OF PORTSMOUTH, RHODE ISLAND**

**PROCLAMATION  
OF  
APPRECIATION**

*The Town Council, on behalf of the citizens of the Town of Portsmouth,  
wishes to honor and remember*

**MARGARET "PEG" BRADY**

*for her many years of dedicated public service as a member of  
the Glen Manor House Authority.*

*Peg's untiring efforts on behalf of this Board has enhanced our community and her dedication  
and commitment to the Town of Portsmouth has been an inspiration.*

*While on the Board, Peg held both the position of Secretary and Treasurer.  
Her countless volunteer hours included: coordination of fundraising events;  
promotion of the venue; and public relations, all of which contributed to the overall success,  
preservation and restoration of the Manor House.*

*NOW THEREFORE, BE IT PROCLAIMED that the Town Council of the Town of Portsmouth,  
not only for itself, but on behalf of the citizens of this community, HONOR and SALUTE*

**PEG BRADY**

*and order this Proclamation presented on this 27<sup>th</sup> day of June, 2016.*

*In recognition whereof, I, as President of the Portsmouth Town Council, have hereby set my  
hand and caused the Seal of the Town of Portsmouth, Rhode Island, to be hereto affixed  
this 27th day of June, 2016.*



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*Keith E. Hamilton, President,  
Portsmouth Town Council*

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*Joanne M. Mower, Town Clerk*

RHODE ISLAND STATE PLANNING COUNCIL

**NOTICE OF PUBLIC HEARINGS**

In accordance with the General Laws, Section 42-11-10 and Chapter 42-35, the State Planning Council has under consideration adoption of a draft plan entitled "*Water Quality 2035*", an Element of the State Guide Plan. This draft Water Quality Management Plan focuses on the need for careful management of the water resources of the State. It sets long-range goals and policies for the protection and restoration of water quality and aquatic habitats. The Draft highlights current and emerging challenges to achieving our clean water goals. It recognizes that maintaining acceptable quality and quantities of water while balancing the needs of natural systems with human activity and development can be complex. Opportunities to improve and adapt management in response to this challenge are included.

Notice is hereby given that two public hearings will be held on the adoption of this Plan at which time the opportunity shall be given to all persons interested to be heard upon the matter. The Plan will update and replace the following existing State Guide Plans that had protection and restoration of water quality as primary purposes:

- #162 Rivers Policy and Classification Plan (2004)
- #711 Blackstone Region Water Resources Management Plan (1981)
- #715 Comprehensive Conservation and Management Plan for Narragansett Bay (1992)
- #731 Nonpoint Source Management Plan (1995)

The date, time and locations of the hearings are:

Wednesday July 13, 2016

2:00 PM

Conference Room B, 2<sup>nd</sup> Floor  
Department of Administration  
One Capitol Hill  
Providence, Rhode Island

Wednesday July 13, 2016

6:00 PM

Room 300, 3rd Floor  
Department of Environmental  
Management  
235 Promenade Street  
Providence, Rhode Island

Each hearing will begin with a brief informational presentation about the draft plan followed by the opportunity for public comment. Written statements relative to any aspect of the proposed Plan, including alternative approaches, overlap, or potential economic impact, can be submitted in writing prior to, at the time of the hearing, or mailed by July 20, 2016 to: Parag Agrawal, Associate Director, Division of Planning, One Capitol Hill, Providence, Rhode Island 02908.

The draft plan may be viewed at Statewide Planning's website at: <http://www.planning.ri.gov/>  
A copy of the draft plan is also available for review during business hours (8:30 AM to 4:30 PM) at the Department of Administration, Division of Planning, One Capitol Hill, 3rd Floor, Providence, Rhode Island (401-222-7901).

This meeting place is accessible to individuals with disabilities. Any individual requiring a reasonable accommodation in order to participate in this meeting should contact Thomas Mannock at 222-6395 (voice) or #711 (R.I. Relay) at least five (5) business days prior to the meeting. Any individual requiring the services of an interpreter to participate in this meeting should contact Michael Moan at 222-1236 (voice) at least five business days prior to the meeting.

Parag Agrawal, AICP  
Secretary

RECEIVED  
PORTSMOUTH, R.I.  
JUN 13 11:26 AM  
JOANNE M. MOWER

Board of Licensing Commissioners

Application For Transfer of Beverage License

Transfer of Location \_\_\_\_\_ Name X Stock \_\_\_\_\_

RETAILER CLASS: A \_\_\_ BH \_\_\_ BM \_\_\_ BT X BVN BVL \_\_\_ C \_\_\_ D \_\_\_ DL \_\_\_ E \_\_\_ J \_\_\_ T \_\_\_

Name of Transfer Applicant: Tiverton Management Group Corp  
Tremblay's Bar & Grill Inc. Tel.#: 609-792-9555

d/b/a NO ME For Tremblay's BAR & Grill Inc

Address: 517 PARK AVE  
PORTSMOUTH, RI 02871

The above hereby petitions the Licensing Board to transfer the said license to:

New location (if any): SAME

New Name (if any): Tremblay's Bar and Grill Inc.

If Change of Stockholders list old and new Stockholders:  
NO CHANGE IN STOCKHOLDERS.  
Tremblay's Bar & Grill Inc is a new corporation  
incorporated May 5, 2016  
shareholders are: 1) MICHAEL MACFARLANE  
2) DENNIS DE MARINE

Does Applicant have a draft system? yes

Manuel Gubie 5/3/16  
Signature of Transferor Date  
[Signature] 5/3/16  
Signature of Transferee Date

The Board of License Commissioners has set a hearing:

Date & Time: 6/13/16 7pm

Place: \_\_\_\_\_  
on this petition and ordered the same to be duly advertised.

\_\_\_\_\_  
For Board of License Commissioners

\_\_\_\_\_  
Date  
2/23/01

\_\_\_\_\_  
Title

STATE OF RHODE ISLAND

PORTSMOUTH

**Board of Licensing Commissioners**  
**Application For License By Corporation**

**RETAILLER CLASS:**

A\_\_ BH\_\_ BM\_\_ BT\_\_ BV  BVL\_\_ C\_\_ E\_\_ ED\_\_ J\_\_ T\_\_ (2:00 am \_\_)

**CORPORATION NAME:**

Tremblay's Bar & Grill, Inc.

D/B/A NONE

CELL#: 609-792-9555

514 Park Ave. Portsmouth, RI

BUS.TEL.#: NONE AT THIS TIME

Address of Premises:

Rhode Island

Pending

MAY 5, 2016

State - Incorporated

Federal I.D.#/

Date of Incorporation

**Name, Address and Telephone Number of All Officers:**

President: Michael MACFARLANE Address below 609-792-9555

Vice President: Dennis DeMARINO Address below

Secretary: Michael MACFARLANE

Treasurer: Dennis DeMARINO

**Name and Addresses of All Directors or Board Members:**

Dennis DeMarino

15 Tall Oaks Court Farmingdale NJ 07187

Michael Macfarlane

16 Trenton Lakewood Rd. Clarksburg NJ 08510

**Classes of Stock:**

(a) Amount of Each Authorized: 1,000

(b) Amount of Each Issued: 200

**Names and Addresses of All Registered Owners of Each Class and Amount Owned:**

(Attach list if necessary)

Dennis DeMarino address same as above 100 shares common

Michael Macfarlane address same as above 100 shares common

**If any of the above stock is hypothecated or pledged provide details:**

NO

**If application is in behalf of undisclosed principal or party in interest, give details:**

NO

Does Applicant Own Premises?  Yes  No Is Property Mortgaged?  Yes  No

Is Property Leased?  Yes  No

**Give Name and Address of Mortgagee or Lessee and Amount of Extent**

514 Park Ave. LLC

514 Park Ave

Portsmouth, Rhode Island 02871

NEW LEASE to be drawn NO amount on extent at this time 514 PARK AVE LLC is wholly owned by Jhanet Adair of Tremblay's Bar & Grill Inc

Have any Officers, Board Members or Stockholders ever been arrested or convicted of a crime?  Yes \_\_\_ No If yes, explain:

Michael McFarlane DUI Middletown May 1996

Is any other business to be carried on in Licensed Premises? \_\_\_ Yes  No If yes, explain:

Is any Officer, Board Member or Stockholder engaged in any manner as a Law Enforcement Officer? \_\_\_ Yes  No If yes, explain:

Is Applicant or any of it's officers, Board Members or Stockholders interested, directly or indirectly, as principle or associate, or in any manner whatsoever, in any retail license issued under Chapter 3-7 of the General Laws of Rhode Island, 1956, as amended?

NO

Is Applicant the owner or operator of any other business? If yes, explain:

NO

State amount of capital invested in the business?

\$ 315,000.00

Does Applicant have a draft system?  Yes \_\_\_ No

I hereby certify that the above statements are true to the best of my knowledge and belief.

Michael McFarlane 5/5/16  
Signature of Applicant Date

Please Print Name: Michael McFarlane

Title: President Kenneth R Traumbay

Kenneth R Traumbay 5/2/16 5/14/16  
Witness of Licensing Board or Notary Public Date of Witness or Notary Expiration

**Instructions for Corporation Applicants**

1. Every question on Application Form must be answered. Any false statement made by the Applicant will be sufficient grounds for the denial of the application or the revocation of the license in case one has been granted.
2. Corporations having 25 or more stockholders need not file a list of the names and addresses of stockholders (Question #8).
3. Attention is called to the requirements of the 1963 amendment of Section 3-5-10 of the General Laws.
  - (a) All newly elected officers or directors must be reported to the Board of License Commissioners within 30 days.
  - (b) Any acquisition by any person of more than ten percent (10%) of any class of corporate stock must be reported within 30 days.
  - (c) Any transfer of fifty percent (50%) or more of any class of corporate stock can be made only by written application to the licensing board subject to the procedures for a transfer of a license.
4. Submit with this application a copy of proposed menu (Class BV; BVL).
5. Submit with this application a copy of Pharmacist's Dept. of Health License (Class E).

(COPY SHALL BE FORWARDED TO LIQUOR CONTROL ADMINISTRATION BY CITY CLERK)





# SINAPI LAW ASSOCIATES, LTD.

Richard A. Sinapi, Esq.  
Stephanie P. McConkey, Esq.\*  
Danilo A. Borgas, Esq.\*

Anthony E. Sinapi, Esq.\*  
Gregory A. Mancini, Esq., of counsel\*  
\*admitted in MA

May 24, 2016

**VIA FACSIMILE 683-0573**

Joann Mower  
Board of Licenses  
Portsmouth Town Hall  
2200 East Main Road  
Portsmouth, RI 02871

**Re: Our Client(s): Rhode Island Distributing Co.**

**Matter: Objection to Liquor License Transfer of Tiverton Management Corp. d/b/a Tremblay's Ultimate Grill to Tremblay's Bar and Grill Inc.**

**License Address: 514 Park Ave.**

**Hearing Date: June 13, 2016**

Dear Ms. Mower:

Please be advised that the undersigned and this firm represent the above client(s) in the above matter. The existing holder of the referred to above liquor license currently owes our client(s) as follows:

**Rhode Island Distributing Co.      \$ 2,634.82**

This debt was incurred in the operation of this licensee's business premises located in your municipality. Accordingly, in accordance with the provisions of Section 3-5-19 of the General Laws of Rhode Island (1956), as amended, **the undersigned objects to this proposed liquor license transfer.** scheduled for hearing on the above date, unless this indebtedness is paid to our client(s) in full.

Thank you for your attention to this matter, if you have any questions please to do not hesitate to contact me.

Very truly yours,  
  
Gregory A. Mancini

cc: Client(s), via email



June 7, 2016

Town Clerk  
Town Hall  
2200 East Main Road  
Portsmouth, RI 02871

To Whom It May Concern:

In accordance with the provisions of Section 3-5-19 of the General Laws of Rhode Island (1956), as amended, please be advised that an objection is hereby made to the liquor license transfer of Tiverton Management Corp (Trembly's Ultimate Grille) to Trembly's Bar and Grill Inc. dated June 13, 2016 for the reason that Tiverton Management Corp. is indebted as follows:

McLaughlin & Moran, Inc.    **\$2,616.70**

The above indebtedness was incurred in the operation of the premises at 514 Park Avenue, Portsmouth, RI 02871.

In accordance with the above-quoted statute, it is respectfully requested that the said license not be transferred unless the indebtedness is paid in full.

Regards,

*Denise M. Silva*

Denise M. Silva  
Credit Manager



Mia

4017288932

p.2

**PAUL J. PISANO**Attorney

June 21, 2016

Town Council Sitting as Board  
of License Commissioners  
2200 East Main Road  
Portsmouth, RI 02871

Fax: 401.683.0573

Gentlemen:

In accordance with the provisions of Section 3-5-19 of the General Laws of Rhode Island (1956), as amended, please be advised that objection is hereby made to the liquor license transfer of **Tiverton Management Corp., d/b/a Tremblay's Ultimate Grille**, hearing date June 13, 2016, for the reason that said **Tremblay's Ultimate Grille** is indebted as follows:

MS Walker Co.	\$ 47.23
Johnson Brothers of RI	\$ 98.60

The above indebtedness was incurred in the operation of the premises at 514 Park Avenue, Portsmouth, RI In accordance with the above-quoted statute, it is respectfully requested that the said license not be transferred unless the indebtedness is paid in full.

Very truly yours,



Paul J. Pisano, Esq.

TOWN OF PORTSMOUTH, RHODE ISLAND



VICTUALLER LICENSE APPLICATION

To The Town Council: The applicant, whose signature appears below, respectfully petition your Honorable Body for a Victualler License. DATE: 5/3/16

ANNUAL LICENSE:  SPECIFIC EVENT LICENSE:  EVENT DATE: \_\_\_\_\_

EVENT TYPE: \_\_\_\_\_

OWNER/CORP/LLC NAME: Tremblay's Bar & Grill Inc.

CONTACT PERSON: <sup>Attorney</sup> Kenneth R Tremblay Esq DOB: 7/22/46

OWNER/CORP/LLC ADDRESS: 514 Park Ave.  
Portsmouth RI 02871

OWNER PHONE: 609-792-9555 BUSINESS PHONE: None at this time

BUSINESS NAME D/B/A/: None

BUSINESS ADDRESS: Restaurant and Cafe 514 Park Ave  
Portsmouth, RI 02871

TYPE OF BUSINESS: Restaurant and Cafe

Hours of Operation: Open from 10am to 11pm (Monday – Saturday) from <sup>NOON</sup> ~~11am~~ to 1-AM (Sunday)

Are the Premises: Owned  or Leased  Located in Shopping Center  (Y/N) Unit# \_\_\_\_\_

STATE TAX # pending or FEDERAL ID # pending

AUTHORIZED SIGNATURE: [Signature] TITLE: President

FOR OFFICE USE ONLY: FEE: _____	FEE WAIVER APPROVED: _____	DATE PAID: _____
BOARD OF HEALTH CERT: _____	MENU: _____	EMER. CONTACT FORM: _____ LIQUOR LIC. APPL: <input checked="" type="checkbox"/>
APPROVALS: POLICE: <input checked="" type="checkbox"/>	FIRE: <input checked="" type="checkbox"/>	INSPECTION: _____
COUNCIL MEETING: <u>6/13/16</u>	DATE GRANTED: _____	DATE ISSUED: _____

TOWN OF PORTSMOUTH, RHODE ISLAND



ENTERTAINMENT LICENSE APPLICATION

To The Town Council: The applicant, whose signature appears below, respectfully petitions your Honorable Body for an Entertainment License.

DATE: JUNE 14, 2016 \*Application must be received 30 days prior to event per Ordinance 91-8-27A

OWNER/CORP/ENTITY: newport FILM

ADDRESS: 174 Bellevue Ave, Suite 314, PHONE: 401-649-2784

CONTACT PERSON: Newport, RI 02840  
Rebecca Bertrand, Managing Dir. DOB: 10/29/85

PROPERTY OWNED BY: International Polo Grounds

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

EVENT DATE(S): Thursday, August 25 HOURS: 6:00 - 10:00 PM

EVENT LOCATION: International Polo Grounds

EVENT NAME OR TYPE: documentary film screening of the film "Being AP"

NUMBER OF TICKETS/PASSES FOR EACH DAY: n/a AGE GROUP: all

EXPECTED NUMBER OF PARTICIPANTS AND/OR ATTENDEES EACH DAY:

600 (estimated)

ALCOHOLIC BEVERAGES BEING SOLD? (Under RIGL Title 3) YES \_\_\_\_\_ NO

ALCOHOLIC BEVERAGES BEING GIVEN AWAY? YES \_\_\_\_\_ NO

FOOD BEING SOLD? YES  NO \_\_\_\_\_ BEING GIVEN AWAY? YES \_\_\_\_\_ NO \_\_\_\_\_

AMPLIFIED SOUND TO BE PROVIDED? YES  NO \_\_\_\_\_ TYPE minimal for acoustic music before film -

FIREWORKS DISPLAY BEING PROVIDED? YES \_\_\_\_\_ NO  no loud instruments

AUTHORIZED SIGNATURE: [Signature] TITLE: 6/14/2016

*ck # 2301*  
*rect # 52499*

FOR OFFICE USE ONLY: FEE: 100.00 INSURANCE: \_\_\_\_\_ DATE PAID: 6/15/16

APPROVAL: POLICE: \_\_\_\_\_ NOTIFICATIONS: FIRE: \_\_\_\_\_ INSPECTION: \_\_\_\_\_

COUNCIL MEETING: 6/27/16 DATE GRANTED: \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_

PORTSMOUTH TOWN COUNCIL MEETING  
JUNE 8, 2016

7:00 PM – Portsmouth Middle School Auditorium, 125 Jepson Lane

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

**Also Present:** Terri-Denise Cortvriend, Emily A. Copeland, Andrew V. Kelly,  
Frederick Faerber, III, Allen J. Shers, Thomas R. Vadney and  
John Wojichowski

**PLEDGE OF ALLEGIANCE**

A moment of silence for our men and women around the world in harm's way.

**SITTING AS THE PORTSMOUTH TOWN COUNCIL**

**BUDGET HEARING**

**Expenditures: Summary**

Town Council	\$ 18,066	No questions.
Town Admin	256,624	No questions.
Town Clerk	412,965	No questions.
Canvassing	219,539	No questions.
Finance	2,586,624	No questions.
Tax	624,115	No questions.
Technology	85,000	No questions.
Legal	400,000	

- Mr. Hamilton responded to School Committee Member Tom Vadney, that the legal budget is large because of possible litigation issues that we may have and renewal of contracts.
- Responding to School Committee Member Andrew Kelly, Mr. Hamilton said that Deputy Finance Director Fung Chan will look up and post on the Town's website the amount of money paid out in legal expenses.
- Responding to Larry Fitzmorris, 50 Kristen Court, Mr. Seveney stated that there have been four cases in court this year and only one was major.
- Town Administrator Richard Rainer responded that from July to December 2015 \$78,000 was paid out in legal expenses.

Police	5,383,837	No questions.
PI Special Svc	102,502	No questions.
Animal Control	130,064	No questions.
Harbormaster	110,000	No questions.
Fire	5,820,791	

- Mr. Hamilton responded to Mr. Fitzmorris that the largest increase is the Town bringing back a full time Fire Marshal.
- Mr. Rainer added that this represents a more realistic view of holiday pay and over time.

Public Works	2,442,613	No questions.
PW: Snow/Road	925,355	No questions.
Building Insp	286,260	No questions.
Planning	325,995	No questions.

- Mr. Hamilton responded to Mr. Fitzmorris regarding a review of the AIPC and withholding of the funding, that a full report on the AIPC will be presented Monday night.

Planning Board	30,205	No questions.
Economic Dev	28,500	No questions.
Rec/Beach	105,546	No questions.
Glen Park	6,500	No questions.
Melville Park	11,500	No questions.
Civic Support	593,500	No questions.
PIVFD	148,800	No questions.
Debt Service	2,396,732	No questions.
Transfer to WTG	250,000	

- Mr. Hamilton responded to School Committee Member Emily Copeland that the wind turbine generator will start producing electricity about a month after they put it up.
- Mr. Crosby responded the goal is mid-July.

Contingency	300,000	No questions.
OPEB	250,000	No questions.
Fund Balance	84,045	No questions.

School: Local        31,599,566

- Mr. Fitzmorris commented that the School Department's budget is hard to find on the website and has very little data.

School: State Aid    4,733,705    No questions.

**Enterprise Funds:**

Transfer Station     \$ 707,146    No questions.  
Glen Manor House    \$ 550,000

- Ms. Pedro questioned the numbers. Ms. Fung will investigate and report back at the June 13th Council meeting.

Wind Turbine        \$ 250,000    No questions.

- Mr. Hamilton stated that there are two tax rates, property tax (\$15.80 is being increased to \$16.00 flat) and motor vehicles tax (\$22.50 is not being increased).
- Mr. Fitzmorris stated that the rate of increase in budget is high due to a decline in debt services and an increase in total state funding. This could put us in crisis in a few years.
- Mr. Fitzmorris stated that OPEB employee numbers from 2013 to 2015 are increasing from 101 to 109, and adding two positions on the town side in 2016.
- In response to Mr. Fitzmorris, Mr. Hamilton stated that the Town is in discussion regarding sending money to Bristol to help maintain the pier.

**General Revenues**    \$60,668,949    No questions

**FUTURE MEETINGS**

June 13            7:00 PM – Town Council Meeting:            BUDGET ADOPTION  
PUBLIC HEARING – Request to Transfer Class BV Beverage License from C.A.C. Property Manager LLC, d/b/a The Newport Beach Club, to TNBC Beach Club, LLC  
PUBLIC HEARING – Request to Transfer Class BV Beverage License from Tiverton Management. Corp., d/b/a Tremblay's Ultimate Bar & Grill to Tremblay's Bar & Grill Inc.  
PUBLIC HEARING - Request for a Permanent Expansion of the Service Area for the Seaconnet Sportsman's Club

June 20 7:00 PM – Town Council Meeting: PUBLIC HEARING – Request for Sound  
Variance of the Portsmouth Noise Ordinance

June 27 7:00 PM – Town Council Meeting

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

ADJOURN

Time: 7:55 PM

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Joanne M. Mower, Town Clerk

PORTSMOUTH TOWN COUNCIL MEETING  
JUNE 13, 2016

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

Members Absent: Michael A. Buddemeyer

**PLEDGE OF ALLEGIANCE**

A moment of silence for our men and women around the world in harm's way and for all the people affected by the violence in Orlando.

**SITTING AS THE PORTSMOUTH TOWN COUNCIL**

**SITTING AS THE BOARD OF LICENSE COMMISSIONERS**

1. PUBLIC HEARING: Transfer of a Class BV Beverage License:

Application to Transfer a Class BV Beverage License from C.A.C. Property Manager LLC, d/b/a The Newport Beach Club, 195 Newport Harbor Drive, Portsmouth, RI to TNBC Beach Club, LLC

Allison Lane, Esq., of Darrow Everett, representing C.A.C. Property Manager LLC was present to answer any Council questions. She stated that this is a transfer from one Managing company to another.

Fire Chief Cranson reported that all earlier concerns have been rectified.

A motion by Mr. Seveney, seconded by Mr. Robicheau, to approve contingent upon the rest of the filings with the Town Clerk. All voted in favor of the motion.

a. Class BV Beverage License Application:

TNBC Beach Club, LLC, d/b/a The Newport Beach Club, 195 Newport Harbor Drive, Portsmouth, RI. Owners: Northern Waterfront Associates, L.P., 195 Newport Harbor Drive, Portsmouth, RI

\*\* This matter was heard after License #2.

2. PUBLIC HEARING: Transfer of a Class BV Beverage License:

Application to Transfer a Class BV Beverage License from Tiverton Management Corp., d/b/a Tremblay's Ultimate Grill, 514 Park Avenue, Portsmouth, RI to Tremblay's Bar and Grill Inc.

- a. Class BV Beverage License Application:  
Tremblay's Bar and Grill, Inc., 514 Park Avenue, Portsmouth, RI. Owners:  
Michael MacFarlane, 16 Trenton Lakewood Road, Clarksburg, NJ, 08510 and  
Dennis DeMarino, 15 Tall Oaks Court, Farmingdale, NJ, 07187
- b. Objection to the Transfer of a Class BV Liquor License from Tiverton Management Corp., d/b/a Tremblay's Ultimate Grill, to Tremblay's Bar and Grill, Inc., Unless Indebtedness is Paid in Full to Horizon Beverage Co. and Rhode Island Distributing Co. / G. Mancini, Sinapi Law Associates, Ltd.
- c. Objection to the Transfer of a Class BV Liquor License from Tiverton Management Corp., d/b/a Tremblay's Ultimate Grill, to Tremblay's Bar and Grill, Inc., Unless Indebtedness is Paid in Full to McLaughlin & Moran, Inc. / D. Silva

A motion by Mr. Seveney, seconded by Mr. Robicheau, to move this public hearing to the June 27<sup>th</sup> Council meeting. All voted in favor of the motion.

- \*\*1. a. Class BV Beverage License Application:  
TNBC Beach Club, LLC, d/b/a The Newport Beach Club, 195 Newport Harbor Drive, Portsmouth, RI. Owners: Northern Waterfront Associates, L.P.,  
195 Newport Harbor Drive, Portsmouth, RI

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

### 3. PUBLIC HEARING: Permanent Expansion of Service Area

Request for a Permanent Expansion of the Service Area for the Seaconnet Sportsman's Club, 145 Sakonnet Drive, Portsmouth, RI

- a. Letter in Support of the Application to Expand Seaconnet Sportsman's Club Class D Liquor License. / T. Gallagher, 146 Sakonnet Drive

Alan Adams, Trustee, representing the Seaconnet Sportsman's Club was present for questions from the Council.

A motion by Mr. Seveney, seconded by Mr. Robicheau, to approve the expansion of the Seaconnet Sportsman's Club. All voted in favor of the motion.

4. Victualler Licenses – New

- a. TNBC Beach Club, LLC, d/b/a The Newport Beach Club, 195 Newport Harbor Drive, Portsmouth, RI

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

- b. Tremblay's Bar and Grill, Inc., 514 Park Avenue, Portsmouth, RI

A motion by Mr. Seveney, seconded by Mr. Robicheau, to move item 4 b to June 27<sup>th</sup> meeting. All voted in favor of the motion.

5. Peddler Licenses - Annual

- a. Elwood's Dog House, 101 Lakeland Road, Cranston, RI. Owner: Frederick Seng

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

- b. Boru Noodles, LLC, d/b/a Boru Noodle Bar, 36 Broadway, Newport, RI

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

- c. Wicked Good Kettle Corn, 705 State Road, Westport, MA. Owner: Richard N. Toas

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

- d. Underground Food Co., LLC, d/b/a Underground Food Company, 3 Squantum Drive, Middletown, RI

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

- e. Lukes Lobster, 75 Exeter Street, Boston, MA

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

f. Locavore, LLC, 468 W. Demello Drive, Tiverton, RI

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

g. Fugo, 42 Georgia Avenue, Providence, RI. Owner: Jason Vargas

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

6. Entertainment License – Request to Reschedule Date

St. Philomena School, 285 Corys Lane, Rescheduled from May 22, 2016 to September 25, 2016 Due to Weather

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

A motion by Mr. Seveney, seconded by Ms. Pedro, to adjourn as the Board of License Commissioners and to close the public hearings. All voted in favor of the motion.

**ADJOURN**

**PRESIDENT'S EXECUTIVE SUMMARY**

President Hamilton expressed his thanks to the School Department for a very well run graduation ceremony. He reported that the Council had its annual budget hearing last Wednesday night.

**MINUTES**

TCM 5-9-16

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

TCM 5-23-16

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

## **BILLS**

A motion by Mr. Seveney, seconded by Mr. Gleason, to pay all just and due bills in the amount of \$378,248.73. All voted in favor of the motion.

## **TAX VOUCHERS**

Request Approval for Tax Vouchers #20160613-01 to #20160613-02. / M. Helfand

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

## **TOWN ADMINISTRATOR'S REPORT**

1. Wind Turbine Update - Most elements are staged at the high school, with the blades to arrive this week or early next. Plan is to begin the assembly process this week and to be operating by the end of the month.
2. Report on Navy Quarterly Meeting – Mr. Rainer attended the meeting. A report on the Aquidneck Island Infrastructure Realignment Project was received. The Navy is preparing a new instruction on the restricted areas in the waters off the Naval Station coast.
3. Report on TIP Public Comment Hearing – attended by Asst. Planner Michael Asceola. He requested the resurfacing project on West Main and East Main roads be completed sooner than scheduled ADA compliant sidewalks installation.
4. Report on Staff MEDS Training – completed and one of the requirements to qualify the Town for a \$1,000 payment from the RI DOH.
5. Report on RIRRC Eco Depot – and Electronic Waste June 18<sup>th</sup> from 8 to 1 at high school.
6. Police Department Appreciation Day – on May 27<sup>th</sup> a cook out and shoot out was hosted for Town Council and staff. Thanks given to the dedicated officers who hosted us.

## **RESIGNATIONS AND APPOINTMENTS**

1. Resignations:

- a. Aquidneck Island Planning Commission – G. Gump

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

2. Appointments:

a. Portsmouth Veteran's Honor Roll Committee

A motion by Mr. Seveney, seconded by Ms. Pedro, to appoint Ms. Carbery, Mr. Duggan and Mr. Mott. All voted in favor of the motion.

b. Citizens Interested in the Comprehensive Community Planning Process Committee

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

c. Glen Manor House Authority (Re-Appnt.) – J. L. McMahon, B. Dowty

A motion by Mr. Seveney, seconded by Mr. Robicheau, to re-appoint Mr. McMahon and Ms. Dowty. All voted in favor of the motion.

**OLD BUSINESS**

OB 1 - Discussion/Action – Aquidneck Island Planning Commission Financial Records Review.  
/ J. Lathrop & R. Rainer (10)

Finance Director/Deputy Town Administrator Lathrop reported that he and Deputy Chan visited the AIPC. He stated that while there were some issues, it was a positive visit and their operation is not bad for a small organization. He suggested a last year and current year report be generated. He recommends he visit in six months to see if they have followed his recommendations and that the Town release half of the \$36,000 to see how they perform. There are no giant red flags with their review.

Ms. Pedro stated that this was not the motion made by the Council on May 9th, which she read. "A motion by Mr. Robicheau, seconded by Ms. Pedro, to vote to restore the \$18,000 to the AIPC contingent upon the successful acceptance of an independent audit of the AIPC's books and to withhold FY 2016's funding until said audit is complete and accepted by this Council. All voted in favor of the motion."

President Hamilton stated that upon his receipt of the original letter, he asked Mr. Rainer to take a look into their finances and make recommendations from there.

Mr. Lathrop, a CPA, stated that he did an independent review and while it is not considered an audit, a third party is being involved to do this.

Ms. Sandy Ross, Senior Audit Manager at KLR, stated that state law only mandates audits for non-profits earning more than \$500,000. The Town would have to pay for an audit if required as a contingency for funding.

A motion by Ms. Pedro, seconded by Mr. Gleason, to not fund the AIPC. The motion failed 4-2 with Mr. Hamilton, Mr. Seveney, Mr. Aguiar and Mr. Gleason opposed.

A motion by Mr. Gleason, seconded by Mr. Seveney, to table this to a future date. The motion carried 5-1 with Ms. Pedro opposed.

OB 2 - Final Approval of Proposed FY 2017 Budget (The Full Budget is Available for Review on the Town's Website at [portsmouthri.com](http://portsmouthri.com))

Mr. Lathrop responded to the questions posed last week at the public hearing:

The Glen Manor House on Page 108 has been corrected to the formula of 25% of the CIP and is \$83,333.

The Revenue part on Page 34 has been corrected to:

Residential taxes	42,233,914
Other	4,800,161
Tangible property	163,310
Motor vehicles	1,986,670
Total	49,957,055
Plus	50,000 in pro-rated taxes
And	1,200,000 prior year collections
For a Total of	51,207,055

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

- a. Draft of FY 2017 Budget Ordinance

Town Clerk Joanne Mower read the FY 2017 Budget Ordinance.

**AN ORDINANCE RELATING TO THE LEVY AND COLLECTION OF TAXES**

**BE IT ORDAINED:** that the Town Council of the Town of Portsmouth, at a regular Town Council meeting, legally assembled, on the 13th day of June, A.D., 2016, hereby levies and orders the collection of:

1. A property tax on the ratable real estate and tangible personal property, said levy to be based on the assessment made as of the Thirty First Day of December, A.D., 2015, as subsequently adjusted for new construction or damaged or destroyed buildings, according to law.
2. An excise tax on all registered motor vehicles and trailers, said levy to be prorated over the calendar year prior to the year in which said excises are levied and billed, said year hereinafter being referred to as the calendar year of proration. As provided by Section 44-34.1-1 of the General Laws of Rhode Island, an additional municipal exemption of \$1,500 is applied to the statutory \$500 exemption, for a total exemption of \$2,000.

Total taxes, prior to any adjustments for subsequent increases or decreases in assessments, shall be a sum not more than \$50,971,096, said tax is for ordinary expenses and charges, for the payment of interest and indebtedness in whole or in part of said Town, for the payment of the Town portion of the State Tax and for other purposes as specified in the Budget and Warrant Items, approved at this meeting as authorized by law. The said property tax shall be apportioned upon 100% of the assessed valuation as determined by the Tax Assessor on the Thirty First Day of December, A.D., 2015, at twelve o'clock midnight, according to law, any subsequent adjustments to the assessed valuation shall be apportioned on a pro rata basis during the calendar year, according to law, and said excise tax shall be apportioned on a pro rata basis during the calendar year of proration according to law. The above amount shall be exclusive of Veterans' exemptions and those for the elderly, as provided by law at the time tax rolls are certified.

The maximum gross property tax levy of \$50,971,096 does not exceed the 4% tax levy cap.

The Tax Assessor shall, upon completion of said assessment, date, certify and sign the same and deliver to and deposit the same, in the Office of the Town Clerk.

The Town Clerk, on receipt of said assessment, shall forthwith:

Make a copy of the same and deliver it to the Finance Director, in his capacity as Treasurer, who shall forthwith issue and affix to said copy a Warrant under his hand directed to the Collector of Taxes of said Town, commanding him to proceed and collect said taxes of the persons and estates liable therefor.

Said taxes shall be due and payable on and between the First Day of July and the First Day of September, A.D., 2016 and all taxes remaining unpaid on said First Day of September, A.D., 2016, shall carry, until collected, a penalty at the rate of twelve percent per annum upon real estate and tangible personal property and a penalty of twelve percent per annum upon registered motor vehicles and trailers.

Said taxes may be paid in four installments, the first installment to be twenty five percent on or before the First Day of September, A.D., 2016, and the remaining installments as follows:

25 percent on the First Day of December, A.D., 2016

25 percent on the First Day of March, A.D., 2017

25 percent on the First Day of June, A.D., 2017

A grace period of seven (7) business days will be extended for each installment period. Each installment of taxes, if paid on or before the last day of each installment period successively and in order, shall be free from any charge for interest.

If the first installment or any succeeding installment of taxes is not paid by the last date of the respective installment period or periods as they occur, then the whole tax or remaining unpaid balance of the tax, as the case may be, shall immediately become due and payable and carry until collected a penalty at the rate of twelve percent per annum.

Provided, however, that the option to pay said taxes in equal quarterly installments shall not apply to any tax levied in an amount not in excess of one hundred dollars \$100.00, in which case the tax shall be payable in a single installment.

Whenever there is a subsequent adjustment to said assessment because of new construction or damaged or destroyed buildings, the resulting additional or decreased taxes shall be administered, due, payable and collectible in accordance with Sections 44-5-13.13 and 44-5-13.14 of the General Laws of Rhode Island, as amended, and any ordinance of the Town of Portsmouth.

**BE IT ORDAINED FURTHER:** that the Town Council of the Town of Portsmouth at a regular Town Council meeting on the 13th of June, A.D., 2016, hereby orders that the Tax Assessor of this Town shall assess and apportion a property tax on the inhabitants and the ratable real estate and tangible personal property of the Town of Portsmouth as of the Thirty First Day of December, A.D., 2015, at twelve o'clock midnight, according to law, assess and apportion adjustments to property taxes on new construction or removal of damaged or destroyed buildings in the Town of Portsmouth, according to law; and apportion an excise tax on the inhabitants and the registered motor vehicles and trailers of the Town of Portsmouth on a prorata basis for the calendar year of proration, according to law.

**ORDAINED:** that the Budget, amended, carrying a gross appropriation of \$60,668,949, together with the following order, in the accounting of refunds, State Aid, Federal Aid, or other credits not specifically stated in the foregoing budget, that the Town Treasurer be directed to credit such funds to the Department concerned and such funds are hereby appropriated by the Town Council at a regular meeting on June 13, 2016, for the use of the Departments concerned, provided, however, that such receipts for the School Department Budget be excepted.

**ORDAINED:** that the Town Treasurer is authorized, on behalf of the Town of Portsmouth, to issue notes in anticipation of the receipt of taxes levied in this fiscal year as authorized by Section 45-12-4 of the Rhode Island General Laws, (1956), as amended, the outstanding principal amount of which at any one time shall not exceed the amount permitted by Section 45-12-4 of the Rhode Island General Laws, (1956), as amended. The Notes shall be signed by the Town Treasurer, in his capacity as Director of Finance, and countersigned by the President of the Town Council. The Notes shall contain such terms, conditions and details and bear such date or dates and mature at such time or times from their date of issuance as the Town Treasurer may determine.

**ORDAINED:** that the books and accounts of all Departments handling Town funds be audited by the State Bureau of Audits or by an independent Certified Public Accountant for the fiscal year beginning July 1, 2016.

**ORDAINED FURTHER:** that all moneys collected by the Town Clerk and the Tax Collector be turned over to the Town Treasurer monthly, or at more frequent intervals as accumulations may warrant.

**GROSS APPROPRIATION** \$ 60,668,949

Less Estimated: School Receipts 4,733,705

Less Estimated: Miscellaneous General Fund Receipts 4,778,189

Leaving to be raised by taxes: 51,157,055

Less Estimated: Prior Years Collection 1,200,000

Plus Estimated: Uncollectable Spread 1,014,041

**MAXIMUM TAX LEVY** \$ 50,971,096

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Keith E. Hamilton  
Town Council President

**NEW BUSINESS**

NB 1 - Discussion/Action – Request Council Include McCorrie Beach on the Town’s Website and to Post Speed Limit Signs on the Beach. / N. Dealy (10)

President Hamilton instructed that due to State Open Meetings Act they can only discuss the two items listed on the agenda which is including McCorrie Beach on the Town’s Website and posting speed limit signs on the beach.

Nick Dealy, 23 William Street, asked that the hours of the beach be listed on the Town’s website and that speed limit signs be posted.

Police Chief Lee does not recommend placing a speed limit sign on the beach. If we did the speed limit would be a continuation of McCorrie Lane which is 25 MPH which is much too fast to drive on the beach. Should there be a problem the charge would be reckless operation. Putting a sign there may have the unintended effect of making people drive faster.

Chief Lee will set up a meeting at the Town Hall with the neighbors. Notice will be placed on the Police Department’s Facebook page and Mr. Rainer will do a press release in the Portsmouth Times.

TIME: 9:00 PM – Break

TIME: 9:08 PM - Return

NB 2 - Discussion/Action – Historic Memorabilia from Glen Farm Stables. / R. Talipsky & R. Rainer (5)

A motion by Ms. Pedro, seconded by Mr. Gleason, to approve loaning the remaining award memorabilia to the Portsmouth Historical Society for safeguarding, preservation and cataloguing as deemed by the Town Administrator. All voted in favor of the motion.

NB 3 - Request Approval of Glen Farm Special Events Fields Application. / T. Dunbar (5)

- a. PHS Girls Soccer Summer League, James Blaess, 15 Roger Williams Court, Portsmouth, RI for the Ocean State Summer Cup, June 28 – August 9, 2016

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

**CORRESPONDENCE**

1. Invitation to The Keeper of the Dream Awards and Annual Meeting, June 20, 2016 at the Dr. Martin Luther King, Jr. Community Center. / A. Novick, Director of Development
2. Portsmouth Water and Fire District's Quarterly Financial Report Ending April 30, 2016. / W. McGlenn, General Manager and Chief Engineer
3. Request a Letter of Support to the Rhode Island General Assembly Forming a Study Commission to Investigate and Determine: (a) The Most Effective Parent Education Modules Available on Parenting Through and After Divorce; and (b) How Those Modules Could be Implemented and Nurtured here in Rhode Island. / T. Lemire, Providence
4. Approval of Notice of Proposed Property Tax Rate Change for Fiscal Year 2016-2017. / S. Greschner, Chief, Rhode Island Department of Revenue, Division of Municipal Finance
5. Letter of Congratulations as Portsmouth is Recognized as a 2015 Tree City USA Community by the Arbor Day Foundation. / Sheldon Whitehouse, United States Senator

A motion by Ms. Pedro, seconded by Mr. Robicheau, to receive and place on file. All voted in favor of the motion.

**FUTURE MEETINGS**

- June 20 7:00 PM Town Council Meeting: PUBLIC HEARING – Request for Sound Variance of the Portsmouth Noise Ordinance
- June 27 7:00 PM Town Council Meeting

**EXECUTIVE SESSION**

1. RIGL 42-46-5(a)(5) – Any discussions or considerations related to the acquisition or lease of real property for public purposes, or of the disposition of publicly held property wherein advanced public information would be detrimental to the interest of the public.
2. RIGL 42-46-5(a)(7) – A matter related to the question of the investment of public funds where the premature disclosure would adversely affect the public interest. Public funds shall include any investment plan or matter related thereto, including, but not limited to, state lottery plans for new promotions.
3. RIGL 42-46-5(a)(2) – Pending Litigation – Cofield v. Town of Portsmouth

A motion by Mr. Seveney, seconded by Mr. Robicheau, to go into Executive Session under RIGL 42-46-5(a)(5) – Any discussions or considerations related to the acquisition or lease of real property for public purposes, or of the disposition of publicly held property wherein advanced public information would be detrimental to the interest of the public, RIGL 42-46-5(a)(7) – A matter related to the question of the investment of public funds where the premature disclosure would adversely affect the public interest. Public funds shall include any investment plan or matter related thereto, including, but not limited to, state lottery plans for new promotions, and RIGL 42-46-5(a)(2) – Pending Litigation – Cofield v. Town of Portsmouth. All voted in favor of the motion.

TIME: 9:12 PM - Break

TIME: 9:40 PM - Return

**RETURN TO OPEN SESSION**  
**OPEN SESSION**

President Hamilton announced that the Council met in Executive Session on three different items. On the first item one vote was taken. The vote was 6-0. On the second item no vote was taken. On the third item one vote was taken, the vote was 6-0.

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

**ADJOURN**

Time: 9:41 PM

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Joanne M. Mower, Town Clerk

BILL LIST

Bill List Expenditures  
Town of Portsmouth 2015-2016

6/21/2016 11:25:17 AM

Vendor	Account Number		Date	Description	Amount
<b>Line Item 10002 TOWN ADMINISTRATOR</b>					
URSILLO, TEITZ & RITCH, LTD.	1-01-312-10002-04	LEGAL SERVICES	6/28/2016	PROF SER: LABOR MATTERS	\$846.00
Sub Total:					\$846.00
<b>Line Item 10003 TOWN CLERK</b>					
W B MASON CO INC	1-01-402-10003-06	PROBATE COURT SUPPLIES	6/28/2016	TOWN CLERK: OFFICE SUPPLIES	\$179.04
Sub Total:					\$179.04
<b>Line Item 10004 CANVASSING</b>					
EAST BAY NEWSPAPERS	1-01-316-10004-08 *	ADVERTISING	6/28/2016	CANVASSING: ADVERTISING	\$100.80
KENNEDY PERSONNEL SERVICES	1-01-129-10004-08 *	TEMPORARY ASSISTANCE	6/28/2016	CANVASSING: TEMP ASST	\$728.00
KENNEDY PERSONNEL SERVICES	1-01-129-10004-08 *	TEMPORARY ASSISTANCE	6/28/2016	CANVASSING: TEMP ASST	\$582.40
Sub Total:					\$1,411.20
<b>Line Item 10010 PLANNER</b>					
GALEN H. MCGOVERN	1-01-317-10010-19	TRAVEL	6/28/2016	MILEAGE: 92 MILES; 2/3 - 6/8	\$49.68
Sub Total:					\$49.68
<b>Line Item 20001 FINANCE/PERSONNEL</b>					
NATIONAL EMBROIDERY SERVICE	1-01-430-20001-20	FINANCE MISCELLANEOUS	6/28/2016	FINANCE: TOWN HALL SHIRTS	\$729.26
SOUTH COUNTY HEALTH	1-01-315-20001-20 *	TESTING	6/28/2016	FINANCE: TESTING	\$115.00
Sub Total:					\$844.26
<b>Line Item 20002 TAX ASSESSOR/COLLECTOR</b>					
POSTMASTER	1-01-343-20002-22	POSTAGE	6/28/2016	TAX: POSTAGE PERMIT #173	\$215.00
Sub Total:					\$215.00

Vendor	Account Number	Date	Description	Amount
<b>Line Item 31001 POLICE</b>				
AAA POLICE SUPPLY	1-01-291-31001-24	6/28/2016	POLICE: AMMO	\$2,248.00
AAA POLICE SUPPLY	1-01-291-31001-24	6/28/2016	POLICE: AMMO	\$5,356.00
DICTRONICS	1-01-430-31001-24	6/28/2016	POLICE: PROGRAM SUPPORT 7/1-6/30	\$1,572.00
NAPA AUTO PARTS	1-01-346-31001-24	6/28/2016	POLICE: VEHICLE MAINT	\$15.42
NAPA AUTO PARTS	1-01-346-31001-24	6/28/2016	POLICE: VEHICLE MAINT	\$265.98
NAPA AUTO PARTS	1-01-346-31001-24	6/28/2016	POLICE: VEHICLE MAINT	\$167.40
NAPA AUTO PARTS	1-01-346-31001-24	6/28/2016	POLICE: VEHICLE MAINT	\$83.64
NAPA AUTO PARTS	1-01-346-31001-24	6/28/2016	POLICE: VEHICLE MAINT	\$200.88
NAPA AUTO PARTS	1-01-346-31001-24	6/28/2016	POLICE: VEHICLE MAINT	\$23.71
NAPA AUTO PARTS	1-01-346-31001-24	6/28/2016	POLICE: VEHICLE MAINT	\$322.70
NAPA AUTO PARTS	1-01-346-31001-24	6/28/2016	POLICE: VEHICLE MAINT	(\$368.34)
NATIONAL ASSOCIATION OF	1-01-290-31001-24 *	6/28/2016	POLICE: CHIEF THOMAS LEE	\$60.00
ROGER WILLIAMS UNIVERSITY	1-01-290-31001-24 *	6/28/2016	POLICE: EDUCATION, MORSE, M.	\$1,367.00
ROGER WILLIAMS UNIVERSITY	1-01-290-31001-24 *	6/28/2016	POLICE: EDUCATION, DAGUANNO, M.	\$2,987.15
ROGER WILLIAMS UNIVERSITY	1-01-290-31001-24 *	6/28/2016	POLICE: EDUCATION, PIRRI, MADDIE	\$2,214.85
STATE OF RHODE ISLAND	1-01-452-31001-24 *	6/28/2016	POLICE: 29 LIVESCANS	\$870.00
THOMAS LEE	1-01-405-31001-24 *	6/28/2016	POL: AWARDS, COOKOUT, ASSESSMENT	\$355.06
TNT CLEANING SERVICES, INC.	1-01-404-31001-24 *	6/28/2016	POLICE: MAY JANITORIAL	\$2,426.66
Sub Total:				\$20,168.11

Vendor	Account Number	Date	Description	Amount
<b>Line Item 31003 FIRE</b>				
ANDCO, INC	1-01-406-31003-28 *	6/28/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$8,834.69
CLINICAL ONE HOME MEDICAL	1-01-403-31003-28	6/28/2016	MEDICAL SUPPLIES/EQUIPMEN FIRE: MEDICAL SUPPLIES	\$488.83
HENRY'S TIRE SERVICE, INC.	1-01-406-31003-28 *	6/28/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$1,850.00
MOBILE FIRE APPARATUS SERVIC	1-01-406-31003-28 *	6/28/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$1,400.00
MOBILE FIRE APPARATUS SERVIC	1-01-406-31003-28 *	6/28/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$1,214.46
MOBILE FIRE APPARATUS SERVIC	1-01-406-31003-28 *	6/28/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$1,291.21
MOBILE FIRE APPARATUS SERVIC	1-01-406-31003-28 *	6/28/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$1,291.21
MOBILE FIRE APPARATUS SERVIC	1-01-406-31003-28 *	6/28/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$1,311.45
NAPA AUTO PARTS	1-01-406-31003-28 *	6/28/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$14.34
NEW ENGLAND BOATWORKS, INC	1-01-412-31003-28	6/28/2016	VEHICLE FUEL-GASOLINE FIRE: VEHICLE FUEL	\$301.25
PAUL SILVERZWEIG	1-01-668-31003-28 *	6/28/2016	EMERGENCY MGMT. (EMA/CIVIL EMA: TRAVEL REIMBURSEMENT	\$84.24
PORT SUPPLY	1-01-501-31003-28	6/28/2016	EQUIPMENT NEW & REPLACE FIRE: NEW EQUIPMENT	\$35.46
PORTSMOUTH ACE HARDWARE	1-01-405-31003-28	6/28/2016	BUILDING MAINTENANCE FIRE: BUILDING MAINT	\$50.96
PORTSMOUTH AUTO SALES AND	1-01-406-31003-28 *	6/28/2016	VEHICLE MAINT & REPAIRS FIRE: VEHICLE MAINT	\$462.25
SHIPMAN'S FIRE EQUIP CO	1-01-501-31003-28	6/28/2016	EQUIPMENT NEW & REPLACE FIRE: NEW EQUIPMENT	\$1,096.50
SHIP'S STORE, INC.	1-01-501-31003-28	6/28/2016	EQUIPMENT NEW & REPLACE FIRE: NEW EQUIPMENT	\$40.46
STAPLES CREDIT PLAN	1-01-401-31003-28 *	6/28/2016	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$114.44
STAPLES CREDIT PLAN	1-01-401-31003-28 *	6/28/2016	OFFICE SUPPLIES/EQUIPT MAIN FIRE: OFFICE SUPPLIES	\$42.77
THE DAWSON GROUP	1-01-918-31003-28 *	6/28/2016	AMBULANCE BILLING SERVICE FIRE: AMBULANCE BILLING	\$4,266.09
UNIFIRST CORPORATION	1-01-405-31003-28	6/28/2016	BUILDING MAINTENANCE FIRE: BUILDING MAINT	\$50.85
			Sub Total:	\$24,241.46

Vendor	Account Number	Date	Description	Amount
<b>Line Item 33001 PUBLIC WORKS</b>				
A&R MARINE CORP	1-01-639-33001-32	6/28/2016	P.I. TRANSPORTATION DPW: PI FERRY	\$200.90
A&R MARINE CORP	1-88-649-33001-32 *	6/28/2016	XFER STA-PI RECYCLING DPW: PI RECYCLING	\$1,150.50
BRUCE'S SAW SHOP	1-01-329-33001-32	6/28/2016	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$630.79
CLEAN CARE OF NEW ENGLAND I	1-01-434-33001-32 *	6/28/2016	TOWNWIDE BLDGS/GROUNDS DPW: TOWN HALL AIR DUCTS	\$3,450.00
DOMINA'S AGWAY	1-01-690-33001-32 *	6/28/2016	DPW 15-16 PAVING DPW: PAVING EXPENSES	\$119.99
FUREY ROOFING & CONSTRUCTI	1-01-434-33001-32 *	6/28/2016	TOWNWIDE BLDGS/GROUNDS DPW: TOWN HALL ROOF	\$4,325.00
G. LOPES CONSTRUCTION, INC.	1-01-690-33001-32 *	6/28/2016	DPW 15-16 PAVING DPW: PAVING EXPENSES	\$367.11
GRAINGER INC	1-01-401-33001-32	6/28/2016	OFFICE SUPPLIES/EQUIP MAINT DPW: OFFICE SUPPLIES	\$114.65
GRAINGER INC	1-01-329-33001-32	6/28/2016	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$45.30
INTELLIGENT PRODUCTS, INC.	1-01-434-33001-32 *	6/28/2016	TOWNWIDE BLDGS/GROUNDS DPW: MUTT MITTS	\$318.90
J. R. VINAGRO CORPORATION	1-01-690-33001-32 *	6/28/2016	DPW 15-16 PAVING DPW: PAVING EXPENSES	\$402.34
OCEAN STATE OIL INC.	1-01-329-33001-32	6/28/2016	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$221.24
P.J. KEATING COMPANY	1-01-690-33001-32 *	6/28/2016	DPW 15-16 PAVING DPW: PAVING EXPENSES	\$1,272.60
PORTSMOUTH ACE HARDWARE	1-01-434-33001-32 *	6/28/2016	TOWNWIDE BLDGS/GROUNDS DPW: TOWNWIDE	(\$14.64)
PORTSMOUTH ACE HARDWARE	1-01-434-33001-32 *	6/28/2016	TOWNWIDE BLDGS/GROUNDS DPW: TOWNWIDE	\$15.99
PORTSMOUTH ACE HARDWARE	1-01-418-33001-32	6/28/2016	STREET SIGNS DPW: STREET SIGNS	\$13.98
REAGAN CONSTRUCTION CORP.	1-01-434-33001-32 *	6/28/2016	TOWNWIDE BLDGS/GROUNDS DPW: SAND POINT PIER PILE	\$6,500.00
THE HOSE CONNECTION, INC.	1-01-329-33001-32	6/28/2016	EQUIPMENT MAINT/REPAIRS DPW: EQUIPMENT MAINT	\$84.20
TNT CLEANING SERVICES, INC.	1-01-136-33001-32 *	6/28/2016	CUSTODIAL SERVICES TOWN HALL: MAY CUSTODIAL	\$1,733.33
TRAFFIC SIGNS & SAFETY INC	1-01-418-33001-32	6/28/2016	STREET SIGNS DPW: STREET SIGNS	\$680.00
W B MASON CO INC	1-01-401-33001-32	6/28/2016	OFFICE SUPPLIES/EQUIP MAINT DPW: OFFICE SUPPLIES	\$137.98
WASTE MANAGEMENT OF RI, INC	1-88-649-33001-32 *	6/28/2016	XFER STA-PI RECYCLING DPW: PI RECYCLING	\$1,230.30
Sub Total:				\$23,000.46
<b>Line Item 33002 BUILDING INSPECTION</b>				
A&R MARINE CORP	1-01-435-33002-33 *	6/28/2016	PRUD IS. INSPECTIONS BLDG INSP: PI FERRY	\$6.40
W B MASON CO INC	1-01-401-33002-33 *	6/28/2016	OFFICE SUPPLIES BLDG INSP: OFFICE SUPPLIES	\$149.97
Sub Total:				\$156.37
<b>Line Item 54003 GLEN COMMITTEE/MAINT</b>				
REPUBLIC SERVICES #097	1-01-322-54003-48 *	6/28/2016	REFUSE DISPOSAL GLEN PARK: REFUSE DISPOSAL	\$19.79
Sub Total:				\$19.79

BILL LIST

Bill List Expenditures  
Town of Portsmouth 2015-2016

6/21/2016 11:25:17 AM

Vendor	Account Number		Date	Description	Amount
<b>Line Item 54004 MANOR HOUSE COMM</b>					
ALL ISLAND LANDSCAPE, INC.	1-01-550-54004-50 *	GROUNDS MAINTENANCE	6/28/2016	MANOR HOUSE: GROUNDS MAINT	\$560.00
BULK LAWN & GARDEN EQUIP	1-01-550-54004-50 *	GROUNDS MAINTENANCE	6/28/2016	MANOR HOUSE: GROUNDS MAINT	\$49.63
BULK LAWN & GARDEN EQUIP	1-01-550-54004-50 *	GROUNDS MAINTENANCE	6/28/2016	MANOR HOUSE: GROUNDS MAINT	\$13.20
CRYSTAL SPRING WATER CO.	1-01-403-54004-50	SUPPLIES	6/28/2016	MANOR HOUSE: SUPPLIES	\$17.94
GREEN SYSTEMS INC	1-01-550-54004-50 *	GROUNDS MAINTENANCE	6/28/2016	MANOR HOUSE: GROUNDS MAINT	\$178.00
ISLAND GARDEN SHOP	1-01-550-54004-50 *	GROUNDS MAINTENANCE	6/28/2016	MANOR HOUSE: GROUNDS MAINT	\$447.25
ISLAND GARDEN SHOP	1-01-550-54004-50 *	GROUNDS MAINTENANCE	6/28/2016	MANOR HOUSE: GROUNDS MAINT	\$215.92
LIPTAK SIGNS	1-01-405-54004-50	BUILDING MAINTENANCE	6/28/2016	MANOR HOUSE: BUILDING MAINT	\$135.00
NEWPORT COUNTY PROPANE, IN	1-01-345-54004-50	PROPANE GAS-MANOR HOUSE	6/28/2016	MANOR HOUSE: PROPANE	\$75.33
OCEAN STATE JANITORIAL SERVI	1-01-137-54004-50	CUSTODIAL SERVICES	6/28/2016	MANOR HOUSE: CUSTODIAL	\$2,205.00
TOM'S LAWN & GARDEN EQUIP	1-01-550-54004-50 *	GROUNDS MAINTENANCE	6/28/2016	MANOR HOUSE: GROUNDS MAINT	\$17.82
TOM'S LAWN & GARDEN EQUIP	1-01-550-54004-50 *	GROUNDS MAINTENANCE	6/28/2016	MANOR HOUSE: GROUNDS MAINT	\$53.00
W B MASON CO INC	1-01-403-54004-50	SUPPLIES	6/28/2016	MANOR HOUSE: SUPPLIES	\$413.78
WASTE MANAGEMENT OF RI, INC	1-01-322-54004-50 *	REFUSE DISPOSAL	6/28/2016	MANOR HOUSE: REFUSE	\$221.21
				Sub Total:	\$4,603.08
<b>Line Item 54005 RECREATION DEPT</b>					
FALL RIVER MODERN PRINTING C	1-01-405-54005-00	BEACH SUPPLIES & MAINT	6/28/2016	BEACH: STICKERS & PASSES	\$542.30
STAPLES CREDIT PLAN	1-01-401-54005-00 *	OFFICE SUPPLIES	6/28/2016	RECREATION DEPARTMENT	\$147.42
STAPLES CREDIT PLAN	1-01-401-54005-00 *	OFFICE SUPPLIES	6/28/2016	RECREATION DEPARTMENT	\$154.00
				Sub Total:	\$843.72
<b>Line Item 70000 NON-APPROP ACCOUNTS</b>					
B-G INSTRUMENTS INC	1-52-861-70000-00 *	FIRE ALARM MAINT EXP	6/28/2016	FIRE: FIRE ALARM	\$306.64
B-G INSTRUMENTS INC	1-52-861-70000-00 *	FIRE ALARM MAINT EXP	6/28/2016	FIRE: FIRE ALARM	\$170.17
				Sub Total:	\$476.81
<b>Line Item 70200 * No LINE ITEM Descriptor *</b>					
THE NEWPORT DAILY NEWS	2-07-600-70200-00 *	TAX SALE - ADVERTISING	6/28/2016	TAX SALE: ADVERTISING	\$1,022.20
				Sub Total:	\$1,022.20
<b>Line Item 72900 TRF STATION SOLID WASTE</b>					
J. R. VINAGRO CORPORATION	1-88-863-72900-00 *	XFER STA SOLID WASTE DISPO	6/28/2016	TRANSFER STATION	\$22,710.93
				Sub Total:	\$22,710.93

Vendor	Account Number	Date	Description	Amount
<b>Line Item 72901 TRF STATION RECYCLING</b>				
INDUSTRIAL CONTAINER SERVIC	1-88-863-72901-00 *	6/28/2016	XFER STA RECYCLING RECYCLING	\$267.88
Sub Total:				\$267.88
<b>Line Item 72902 TRF STATION PI SOLID WAST</b>				
A&R MARINE CORP	1-88-863-72902-00 *	6/28/2016	XFER STA PI SOLID WASTE DIS DPW: PI REFUSE	\$1,243.50
WASTE MANAGEMENT OF RI, INC	1-88-863-72902-00 *	6/28/2016	XFER STA PI SOLID WASTE DIS DPW: PI REFUSE	\$1,990.89
Sub Total:				\$3,234.39
<b>Line Item 72905 TRF STATION REPAIRS</b>				
MAGUIRE EQUIPMENT, INC.	1-88-863-72905-00 *	6/28/2016	XFER STA REPAIRS & MAINTEN DPW: TS HYDRAULIC TANK	\$3,980.00
Sub Total:				\$3,980.00
<b>Line Item 73000 GRANTS</b>				
HOME DEPOT CREDIT SERVICES	1-30-861-73000-00 *	6/28/2016	POLICE - JULES BUELA JR BEQ POLICE: TRAILER & RANGE	\$95.61
HOME DEPOT CREDIT SERVICES	1-30-861-73000-00 *	6/28/2016	POLICE - JULES BUELA JR BEQ POLICE: TRAILER & RANGE	\$33.08
HOME DEPOT CREDIT SERVICES	1-30-861-73000-00 *	6/28/2016	POLICE - JULES BUELA JR BEQ POLICE: TRAILER & RANGE	\$22.17
HOME DEPOT CREDIT SERVICES	1-30-861-73000-00 *	6/28/2016	POLICE - JULES BUELA JR BEQ POLICE: TRAILER & RANGE	\$252.08
STAPLES CREDIT PLAN	1-30-861-73000-00 *	6/28/2016	POLICE - JULES BUELA JR BEQ POLICE: TRAILER & RANGE	\$112.30
Sub Total:				\$515.24
<b>Line Item 77109 TOWN ADMIN FEES PAYABLE</b>				
ZIONS FIRST NATIONAL BANK	1-01-635-77109-44 *	6/28/2016	BOND ADMIN FEES GO 2013B BOND: ADMIN FEES	\$350.00
Sub Total:				\$350.00
<b>Batch BILL LIST</b>				<b>\$109,135.62</b>

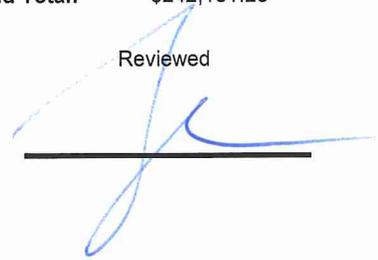
Vendor	Account Number		Date	Description	Amount
<b>Line Item 10002 TOWN ADMINISTRATOR</b>					
DESISTO LAW	1-01-312-10002-04	LEGAL SERVICES	6/16/2016	PROF SERVICES: RI NURSERIES	\$2,325.25
DESISTO LAW	1-01-312-10002-04	LEGAL SERVICES	6/16/2016	PROF SERVICES: RI NURSERIES	\$10,645.61
LAW OFFICE OF KEVIN GAVIN	1-01-312-10002-04	LEGAL SERVICES	6/10/2016	PROFESSIONAL SERVICES	\$10,080.00
Sub Total:					\$23,050.86
<b>Line Item 10003 TOWN CLERK</b>					
RI TOWN & CITY CLERKS ASSOCI	1-01-332-10003-06	PROF.SERVICES/EDUCATION	6/10/2016	TOWN CLERK: JOANNE MOWER	\$110.00
Sub Total:					\$110.00
<b>Line Item 20001 FINANCE/PERSONNEL</b>					
NEW YORK UNIVERSITY	1-01-334-20001-20	PROF DEV/TRAINING	6/16/2016	EDUCATION: LATHROP, JAMES	\$1,000.00
Sub Total:					\$1,000.00
<b>Line Item 54005 RECREATION DEPT</b>					
TIMOTHY DUNBAR	1-01-401-54005-00 *	OFFICE SUPPLIES	6/8/2016	RECREATION: 2 SAILBOATS	\$3,000.00
Sub Total:					\$3,000.00
<b>Line Item 61004 * No LINE ITEM Descriptor *</b>					
EVA M. LONGOBARDI	1-99-689-61004-00 *	15-16 TOWN CIP EXP	6/8/2016	HARBORMASTER: BOAT PACKAGAE	\$95,000.00
Sub Total:					\$95,000.00
<b>Line Item 72900 TRF STATION SOLID WASTE</b>					
RI RESOURCE RECOVERY CORP	1-88-863-72900-00 *	XFER STA SOLID WASTE DISPO	6/8/2016	TRANSFER STATION	\$10,560.54
Sub Total:					\$10,560.54
<b>Line Item 73000 GRANTS</b>					
FUNG Y. CHAN	1-37-860-73000-00 *	EMW-STORM READY 2015 EXP	6/8/2016	EMA: MAGNUM ELECTRONICS #804469	\$324.26
Sub Total:					\$324.26
<b>Batch PREPAY</b>					<b>\$133,045.66</b>

**PRE-PAID**

Vendor	Account Number	Date	Description	Amount
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**Grand Total:** \$242,181.28

Reviewed





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

RECEIVED  
PORTSMOUTH, R.I.

2016 JUN 17 A 10:51

JOANNE M. MOWER  
TOWN CLERK

Date: 6-17-16 New Appointment:  Re-Appointment

Board/Commission/Committee Being Applied For: VETERANS HONOR ROLL COMMITTEE

(PLEASE PRINT) NAME: WALTER H. COELHO

FULL STREET ADDRESS: 160 KING PHILIP ST PORTSMOUTH RI

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

TELEPHONE NUMBERS:

HOME: 401-683-6392 BUSINESS: \_\_\_\_\_ CELL: 508-965-1557

E-MAIL ADDRESS: WHCOELHOVET1@GMAIL.COM

PRESENT EMPLOYER NAME AND ADDRESS:

\_\_\_\_\_  
LENGTH OF EMPLOYMENT: \_\_\_\_\_

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

\_\_\_\_\_  
EDUCATIONAL BACKGROUND: B.S. BUSINESS

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

VETERAN  
\_\_\_\_\_

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

PROVIDE A BRIEF EXPLANATION OF YOUR INTEREST IN THIS  
POSITION: HONOR VETERANS

SIGNATURE OF APPLICANT: Walter H. Coelho

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

RECEIVED  
PORTSMOUTH, R.I.

2016 JUN 17 A 10:52

Date: 17 JUNE 2016 New Appointment: *[Signature]* Re-Appointment: *N/A*

Board/Commission/Committee Being Applied For: HONOR Roll Comm. T. Co.

(PLEASE PRINT) NAME: CARLTON R. JOHNSON

FULL STREET ADDRESS: 650 RHODE ISLAND BLVD

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

TELEPHONE NUMBERS:

HOME: 401-683-2546 BUSINESS: *N/A* CELL: 401-662-7025

E-MAIL ADDRESS: CARLTONRJ@AOL.COM

PRESENT EMPLOYER NAME AND ADDRESS: *N/A RETIRED*

LENGTH OF EMPLOYMENT: US NAVY 21+ CORP PRES 1977

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

EDUCATIONAL BACKGROUND: AAS 1962 BS 1969 MBA 1975

WORK EXPERIENCE RELATED TO POSITION BEING APPLIED FOR:

ON COMMITTEE FOR 3 YEARS

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

PROVIDE A BRIEF EXPLANATION OF YOUR INTEREST IN THIS  
POSITION: VETERAN

SIGNATURE OF APPLICANT: *Carlton R Johnson*

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

RECEIVED  
PORTSMOUTH, R.I.

2016 JUN 16 A 11:20

Date: 06/16/2016 New Appointment:  JOANNE M. MOWER Re-Appointment

Board/Commission/Committee Being Applied For: Economic Planning

(PLEASE PRINT) NAME: Dylan Young

FULL STREET ADDRESS: 21 Crestview Drive

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

TELEPHONE NUMBERS:  
HOME: ~~(401) 683-9256~~ BUSINESS: \_\_\_\_\_ CELL: (401) 644-5215

E-MAIL ADDRESS: dyoung55@my.vri.edu

PRESENT EMPLOYER NAME AND ADDRESS:  
Student

LENGTH OF EMPLOYMENT: \_\_\_\_\_

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

EDUCATIONAL BACKGROUND: Portsmouth High School (Class of 2015)

VRI College of Pharmacy (PharmD) class of 2021

WORK EXPERIENCE RELATED TO POSITION BEING APPLIED FOR:

N/A

RE-APPOINTMENT MUST INCLUDE DATA ON ATTENDANCE OF  
PREVIOUS TERM: N/A

PROVIDE A BRIEF EXPLANATION OF YOUR INTEREST IN THIS  
POSITION: To be in a position to help push the town  
towards more efficient energy usage i.e. LED Lights & Solar Panels

SIGNATURE OF APPLICANT: Dylan Young

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

RECEIVED  
PORTSMOUTH, R.I.

2016 JUN -9 P 3:22

Date: 6/8/16 New Appointment:  Re-Appointment:

JOANNE M. MOWER  
TOWN CLERK

Board/Commission/Committee Being Applied For: Harbor Commission

(PLEASE PRINT) NAME: BRADFORD Coyle

FULL STREET ADDRESS: 99 Hummock Ave

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

TELEPHONE NUMBERS:

HOME: 293-0040 BUSINESS: 508 673 1560 CELL: 508 509 8297

E-MAIL ADDRESS: bradfordcoyle@gmail.com

PRESENT EMPLOYER NAME AND ADDRESS:

John F. Coyle Inc.

LENGTH OF EMPLOYMENT: 16 yrs

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

EDUCATIONAL BACKGROUND: Portsmouth High School (1995)  
Northeastern University (2000)

WORK EXPERIENCE RELATED TO POSITION BEING APPLIED FOR:

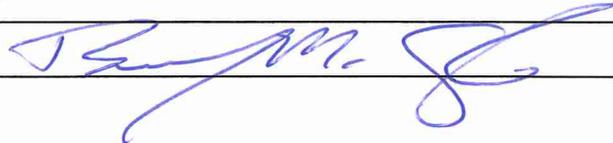
General Contractor with experience  
in coastal environments

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

PROVIDE A BRIEF EXPLANATION OF YOUR INTEREST IN THIS  
POSITION: life long waterfront Resident

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

8/26/11



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

RECEIVED  
PORTSMOUTH, R.I.

2016 JUN 10 A 10:56

Date: 6/10/16 New Appointment:            Re-Appointment:   ✓  

JOANNE M. MOWER  
TOWN CLERK

Board/Commission/Committee Being Applied For: Glen Manor

(PLEASE PRINT) NAME: Andrew V. Kelly

FULL STREET ADDRESS: 33 Pine Street Portsmouth RI

MAILING ADDRESS (if different): N/A

TELEPHONE NUMBERS:  
HOME: (401) 683-7322 BUSINESS: N/A CELL: (401) 924-4419

E-MAIL ADDRESS: Andrew.v.kelly@yahoo.com

PRESENT EMPLOYER NAME AND ADDRESS:  
Genesis Healthcare 733 Green end Ave Middletown RI

LENGTH OF EMPLOYMENT: 4 years

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

EDUCATIONAL BACKGROUND: PHS (2010), Bristol Community College AS 2012, Salve Regina U BA 2014

WORK EXPERIENCE RELATED TO POSITION BEING APPLIED FOR:  
Involved in Town of Portsmouth for many years. current member of Portsmouth School Committee

RE-APPOINTMENT MUST INCLUDE DATA ON ATTENDANCE OF PREVIOUS TERM: N/A

PROVIDE A BRIEF EXPLANATION OF YOUR INTEREST IN THIS POSITION: Interested in The Manor House and its operation.

SIGNATURE OF APPLICANT: Andrew V. Kelly

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

RECEIVED  
PORTSMOUTH, R.I.

2016 JUN 21 | A 11: 33

JOANNE M. MOWER  
TOWN CLERK

Date: 21 June 2016 New Appointment:  Re-Appointment

Board/Commission/Committee Being Applied For: Wastewater Appeals Board

(PLEASE PRINT) NAME: Colonel John Vickers (USA - Ret)

FULL STREET ADDRESS: 50 Anne Hutchinson Ct

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

TELEPHONE NUMBERS:

HOME: 683-9211 BUSINESS: \_\_\_\_\_ CELL: 855-9212

E-MAIL ADDRESS: JohnH.Vickers1@gmail.com

PRESENT EMPLOYER NAME AND ADDRESS:

Fully Retired after 33 years (1980-2013) as RI College Engineer  
LENGTH OF EMPLOYMENT: \_\_\_\_\_

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

EDUCATIONAL BACKGROUND: BS - West Point (1957) - Top Graduate

MS in Civil Engineering - U Illinois (1963) Registered Professional Eng'r (RI 4252)

WORK EXPERIENCE RELATED TO POSITION BEING APPLIED FOR:

Constructed a few Septic Systems while an Army Engineer (1957-1980)

Supervised Sewage Disposal Plants (among other responsibilities) 1975-76 (Cormery)  
and 1977-1980 (F Meade)

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

PROVIDE A BRIEF EXPLANATION OF YOUR INTEREST IN THIS  
POSITION: Army sent me to Naval War College (1977) and we fell in love with Portsmouth.

So we bought land, built our house & returned here in 1980. The town asked for volunteers. I will be

SIGNATURE OF APPLICANT: John H. Vickers

8/26/11

\*happy to serve the town we love on the Wastewater Appeals Board. I did serve for many years on the town's Wastewater Advisory Committee; and am very familiar with all the requirements of our town's current Wastewater Ordinance.

OB19

**THE NARRAGANSETT ELECTRIC COMPANY**  
**NET METERING PROVISION**

**Schedule B**

**INFORMATION REQUIRED FOR APPLICATION OF RENEWABLE NET METERING  
AND EXCESS RENEWABLE NET METERING CREDITS**

Date: June 16, 2016

Net Metering Customer ("NMC"): Town of Portsmouth and Town of Coventry

NMC Address:  
2200 East Main Road  
Portsmouth, RI 02871

\_\_\_\_\_  
\_\_\_\_\_

Estimated annual generation in kWhs of Eligible Net-Metering System:  
4,500,000

Net Metered Account(s)

The following information must be provided for each individual Net Metered Account:

Name: Town of Portsmouth (Except in the case of a municipal or Multi-municipal Collaborative, the customer of record must be the same as the NMC)

Service Address: 120 Education Lane, Portsmouth, RI 02871

National Grid Account Number: 22505-8703

Three (3) years average kWh usage for this account: TBD

Total three (3) years average kWh usage for all accounts listed: 4,941,413

Initials: \_\_\_\_\_

**Addendum to Schedule B – Additional Information Required for Net Metering Service****THE NARRAGANSETT ELECTRIC COMPANY  
NET-METERING APPLICATION OF CREDITS**

Customer Name: \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 Facility Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: RI Zip Code: \_\_\_\_\_

The Agreement is between \_\_\_\_\_, a Net-Metered Customer (“NMC”) and The Narragansett Electric Company (the “Company”) for application of credits earned through net-metering as per section III.B(1) from the NMC located at \_\_\_\_\_, Rhode Island.

The NMC agrees to comply with the provisions of the Net-Metering Provision Rate Tariff, the applicable retail delivery tariffs and terms and conditions for service that are on file with the Rhode Island Public Utilities Commission as currently in effect or as modified, amended, or revised by the Company, and to pay any metering and interconnection costs required under such tariff and policies.

A.) For any Billing Period in which the NMC earns Net Metering Credits, please indicate how the Distribution Company will apply them:

Apply all of the Net Metering Credits to the account of the NMC (skip Items C and D below)

Allocate all the Net Metering Credits to the accounts of eligible Customers (please fill out C and D below)

Both apply a portion of the Net Metering Credits to the NMC’s account and allocate a portion to the accounts of eligible Customers (please fill out C and D below)

The Company will notify the NMC within 30 days of the filing of Schedule B whether it will allocate or purchase Net Metering Credits. If the Company elects to purchase Net Metering Credits, the Company will render payment by issuing a check to the NMC each Billing Period, unless otherwise agreed in writing by the NMC and Company. If the Company elects to allocate Net Metering Credits, the NMC must complete Item C and submit the revised Schedule B to the Company.

B.) Please state the total percentage of Net Metering Credits to be allocated.

100 % Amount of the Net Metering Credit being allocated. The total amount of Net Metering Credits being allocated shall not exceed 100 %. Any remaining percentage will be applied to the NMC’s account.

Initials: \_\_\_\_\_

**Please identify each eligible Customer account to which the NMC is allocating Net Metering Credits by providing the following information (attach additional pages as needed):**

*NOTE: If a designated Customer account closes, the allocated percentage will revert to the NMC's account, unless otherwise mutually agreed in writing by the NMC and the Company.*

Name: See Attached Spreadsheet  
Billing Address:  
Account number:  
Amount of the Net Metering Credit:        %

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: 0%

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: 0%

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: 0%

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: 0%

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: 0%

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: 0%

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: 0%

Initials: \_\_\_\_\_

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: 0%

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: 0%

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: 0%

C.) The terms of this Schedule B shall remain in effect unless and until the NMC executes a revised Schedule B and submits it to the Company. Unless otherwise required herein or mutually agreed to in writing by the NMC and the Company, a revised Schedule B shall not be submitted more than once in any given calendar year.

D.) A signature on the application shall constitute certification that (1) the NMC has read the application and knows its contents; (2) the contents are true as stated, to the best knowledge and belief of the NMC; and (3) the NMC possesses full power and authority to sign the application.

Notice

Execution of this agreement will cancel any previous agreement for the net-metered account under the Net-Metering Provision Rate Tariff.

The Company or NMC may terminate this agreement on thirty (30) days written notice, which includes a statement of reasons for such termination. In addition, the NMC must re-file this agreement annually.

Agreed and Accepted – Please sign

NMC

Date:

---

The Narragansett Electric Company  
DBA as National Grid

Date:

---

Initials: \_\_\_\_\_

## Schedule B - Addendum

Account Name	Town	Account #	2013 Total	2014 Total	2015 Total	2016 Total	Average	Average %
Portsmouth High School - Pole 8	Portsmouth	03878-03009		919120	972560	957840	949,840	19.22%
Portsmouth Middle School	Portsmouth	28272-65003		781600	754000	739600	758,400	15.35%
Street Lighting	Portsmouth	03361-89005		413330	382291	415397	403,673	8.17%
Town Hall	Coventry	89292-72004	338880	334880	277760		317,173	6.42%
Portsmouth Hathaway School	Portsmouth	53347-55006		248080	244080	253920	248,693	5.03%
Police Station	Coventry	02335-99007	341240	172840	169840		227,973	4.61%
Hal BTWN	Portsmouth	16009-83007		213920	217600	206360	212,627	4.30%
Town Hall Annex	Coventry	39611-38011	201120	213600	187440		200,720	4.06%
Portsmouth High School Unit 1	Portsmouth	16197-70009		197674	185061	197449	193,395	3.91%
Portsmouth Melville School	Portsmouth	90905-29006		177000	190000	188880	185,293	3.75%
Sewer Transfer Station (Pump)	Coventry	39439-17005	136500	149600	161600		149,233	3.02%
Police Complete	Portsmouth	03695-68007		130600	137200	147000	138,267	2.80%
Public Works Dept.	Coventry	02131-78002	111600	112480	98880		107,653	2.18%
Senior Center	Coventry	64356-99000	103440	95760	93000		97,400	1.97%
Sewer Transfer Station	Coventry	6525789026	127400	102500	57500		95,800	1.94%
Fire Complex	Portsmouth	03694-44002		85,560	87,700	89,020	87,427	1.77%
Parks & Recreation	Coventry	77010-25002	79415	80749	84187		81,450	1.65%
	Coventry	77166-13005	40516	58084	80635		59,745	1.21%
Melville Campground	Portsmouth	28609-13008		50950	44417	61281	52,216	1.06%
Glen Manor House Pole 28L5	Portsmouth	53185-08007		27440	41720	45800	38,320	0.78%
Wind Turbine	Portsmouth	49227-88005		34071	43722	35298	37,697	0.76%
Melville Campground Bld 104	Portsmouth	38889-65001		39014	38464	32691	36,723	0.74%
Town Hall	Portsmouth	53035-42006		34080	36600	29640	33,440	0.68%
Glenn Manor House Transfer Station	Portsmouth	32506-10008		0	0	32500	32,500	0.66%
Highway Dept Hedley St	Portsmouth	38885-92008		31882	31180	32867	31,976	0.65%
mouth School Admin Building - Pole 9	Portsmouth	26416-85003		24246	23269	24104	23,873	0.48%
Transfer Station	Coventry	14516-20000	19182	15793	16654		17,210	0.35%
Portsmouth HS Field Lights	Portsmouth	78434-75004		11197	18320	18288	15,935	0.32%
Park Ave Pole 410	Portsmouth	51374-26017		12596	16137	16058	14,930	0.30%
Melville Campground	Portsmouth	63828-11007		12889	8202	21356	14,149	0.29%
Melville Campground	Portsmouth	51357-22007		23915	10643	4577	13,045	0.26%
Bradford Pole 219	Portsmouth	51373-56001		14335	13966	7380	11,894	0.24%
Town of Portsmouth - Turbine?	Portsmouth	65978-88005		12189	11122	12195	11,835	0.24%
Portsmouth School - Pole 9	Portsmouth	28621-78007		5617	4998	7784	6,133	0.12%
mouth School Admin Building - Pole 9	Portsmouth	38885-61003		7680	5801	523	4,668	0.09%
Town Hall	Portsmouth	04502-27004		2701	3327	6065	4,031	0.08%
Highway Dept Pole 117 NA	Portsmouth	01553-53003		3726	3387	2583	3,232	0.07%
Highway Dept Hedley St	Portsmouth	65497-48009		3153	3150	2861	3,055	0.06%
Flat River Pump Station	Coventry	41143-05014	0	0	7770		2,590	0.05%
DPW Building	Coventry	64558-58005	3135	3186	242		2,188	0.04%
	Coventry	27166-09006	2009	1967	2104		2,027	0.04%
	Coventry	27166-51000	1595	1561	1515		1,557	0.03%
Sabby Point Pole 43	Portsmouth	13964-86008		1125	1337	1787	1,416	0.03%
Universal Properties	Coventry	39628-13004	1400	1373	1367		1,380	0.03%
Glen Working Comm	Portsmouth	38883-74000		1716	1444	701	1,287	0.03%
Melville Campground	Portsmouth	53035-17003		1255	1253	1256	1,255	0.03%
Glen Manor House	Portsmouth	15689-79001		1255	1253	1256	1,255	0.03%
Town Hall 298 Linden Ln	Portsmouth	63822-18015		149	2735	94	993	0.02%
Main Pole 22YD - (Missing)	Portsmouth	76286-19006		1095	1245	409	916	0.02%
	Coventry	894912001	771	817	699		762	0.02%
Glen Working Comm	Portsmouth	63822-21003		823	677	656	719	0.01%
Traffic Light lot L	Portsmouth	28436-12002		348	348	348	348	0.01%
Glen Manor House 3 Pole 675	Portsmouth	76309-32005		342	234	283	286	0.01%
Portsmouth School - Pole 110	Portsmouth	51373-80007		201	221	195	206	0.00%
Portsmouth School - 40008	Portsmouth	03521-40008		180	180	180	180	0.00%
Portsmouth School-61008	Portsmouth	65647-61008		180	180	180	180	0.00%
Glen Working Comm	Portsmouth	51353-04009		32	114	59	68	0.00%
Glen Working Comm Pole 28L	Portsmouth	76286-22003		122	65	6	64	0.00%
Glen Farm SPC EVT Pole 697A3	Portsmouth	88762-21008		73	52	57	61	0.00%
Glen Working Comm Pole 28E	Portsmouth	26415-00005		25	76	0	34	0.00%
Glen Farm SPC EVT Pole 15k1A	Portsmouth	01555-02006		22	26	5	18	0.00%
							<b>4,941,413</b>	



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## Net Metering in Rhode Island

### Key Definitions

#### Net Metering Eligibility:

Subject to the [limitations provided by the RI PUC](#) (summarized in the list below), customers are eligible to receive new Net Metering Services if their distributed generation facilities:

- Use an eligible resource (refer to [R.I.G.L. Chapter 39-26-5](#) for official requirements):
  - a. Solar PV or concentrated solar power (CSP)
  - b. Wind powered
  - c. Ocean-heat or geothermal
  - d. Small hydro facilities
  - e. Biomass (in compliance with [R.I.G.L. Chapter 39-26-2\(6\)](#))
  - f. Fuel cells (using resources listed above)
  - g. Waste-to-energy (in compliance with [R.I.G.L. Chapter 39-26-2\(6\)](#))
- Are sized to not exceed:
  - a. 3 year average on-site load
  - b. 5MW AC aggregate generating capacity

*Note: Distributed generation facilities, which are not eligible for Net Metering Services, may alternatively register as Qualifying Facilities in order to sell excess power to National Grid at wholesale rates. (Refer to the section about Qualifying Facilities below.)*

#### Net Metering Purpose:

Intermittent generators, such as solar- and wind-based generators, only produce electricity when their energy source is available (e.g. when the sun shines or the wind blows). Conversely, when their energy source is not available, intermittent generators do not produce power (and may even consume small amounts of electricity for their power electronics).

With distributed generation (DG), intermittent generators are often connected behind the same utility meter as customer loads (e.g. HVAC, consumer electronics, lights) that can be turned off and on based on the needs of the customer. As a result, on-site electric power production does not necessarily match on-site electric power consumption (also known as the customer 'load' or 'demand') on a moment-to-moment basis.

Therefore, sometimes DG customers are importing power from the grid (consuming more power than they are generating on-site), and other times DG customers are exporting power to the grid (generating more power than they are consuming on-site). In Rhode Island, net metering allows these DG customers to financially balance out the total amount of energy imported with the total amount of energy exported over the course of a billing period (typically about a month). Then, the customer is only billed (or credited) for the net difference between these two amounts.

#### Net Metering in Practice:

In most cases, National Grid simply reads the retail meter at the beginning and end of the billing period to determine the net energy import or export (in kWh) for the billing period.

- If the DG customer is a net importer (using more energy on-site than it generates) during the billing period, then National Grid will simply bill the DG customer for the net energy use (in kWh) during the billing period (which has already been reduced due to the on-site generation).
- If the DG customer is a net exporter (generating more energy on-site than it uses) during the billing period, then National Grid will: (1) bill the DG customer for zero kWh of energy usage and (2) credit the DG customer for the net energy exported to the grid during the billing period in the form of Net Metering Credits (NMC). Refer to the "Calculating Net Metering Credits" and "Allocating Net Metering Credits" sections below for more details.
- In all cases, DG customers will still be responsible to pay for any demand charge (measured in kW) and/or customer charges associated with the account. These charges will not be credited back to DG customers.

**Calculating Net Metering Credits (NMC):**

The calculation of Net Metering Credits (NMC) in Rhode Island is determined based on the RI PUC No. 2075 Net Metering Provision. Please refer to this ruling for an official explanation of how to calculate NMC. An excerpt from this provision is provided below:

"Renewable Net Metering Credit" shall mean a credit that applies to an Eligible Net Metering System up to one hundred percent (100%) of the Renewable Self-generator's usage at the Eligible Net Metering System Site over the applicable billing period. This credit shall be equal to the total kilowatt-hours of electricity generated and consumed on-site during the billing period multiplied by the sum of the:

- i. Standard offer Service kilowatt-hour charge for the rate class applicable to the net metering customer;
- ii. Distribution kilowatt-hour charge;
- iii. Transmission kilowatt-hour charge; and
- iv. Transition kilowatt-hour charge.

Generally, the dollar-values of these charges can be found on the most recent electric bill for the host account. However, more information about rates and prices can be found using the following links:

- [Basic Residential \(A-16\)](#)
- [Low Income \(A-60\)](#)
- [Small Commercial \(C-06\)](#)
- [General Commercial \(G-02\)](#)
- [200kW Demand \(G-32\)](#)
- [3000kW Demand \(G-62\)](#)

*Note: Customers are always responsible for the customer charge and any demand related charges, even if they are a net exporter during a billing month.*

**Allocating Net Metering Credits (NMC):**

Once the Net Metering Credits (NMC) have been calculated as a dollar-value on a host customer's account each billing period (see above), the DG system owner can allocate NMC to other National Grid electric billing accounts using the [Schedule B](#) form.

Only net metering systems that are at an "Eligible Net Metering System Site" as defined in the RI PUC No. 2075 Net Metering Provision are eligible to allocate credits. Please refer to this ruling for an official explanation of eligibility (summarized in the list below). The net metering system must:

- Include an eligible generating facility (see above).
- Be located in the same geographical location, such that:
  - a. The net metering system is located on part of a campus, complex, or farm with contiguous sites; OR
  - b. The net metering system is owned or operated on behalf of a municipality or multi-municipal collaborative through a municipal net metering financing arrangement.
- Be used to allocate NMC only to accounts of the same customer of record. (Generally, names on accounts may not be changed for the purpose of allocating credits.)
  - a. This does not apply if the net metering system is part of a multi-municipal collaborative.

Any NMC allocated to other accounts will accrue as a dollar-value credit on the other accounts' bills during the next available billing period. Any NMC that are not allocated to other accounts will accrue on the host account as a dollar-value credit. Customers with Net Metering Services should NOT expect to receive a check or payment as compensation for accrued NMC.

*Note: After the system owner is first offered the Authorization to Interconnect for the Net Metered Facility, the NMC may not be applied to the host account (where the net meter is located) until the following billing period. If the host account is transferring NMC to other accounts, the non-host account(s) may need to wait for an additional billing period (beyond the delay for the host account) before the NMC are applied to the non-host account(s).*

**First Bill Walk Through**

Please review our [First Bill Walk Through](#) presentation as a guide to understand your net metering bill.

**Qualifying Facilities (for FERC)**

Qualifying Facilities have several options for metering and billing. For a description of qualifying facilities please see the [Electric-Qualifying Facilities](#) webpage on the Federal Energy Regulatory Commission's website.

For more information about the options for Qualifying Facilities, view our Rates Tariff (pdf) and refer to "Qualifying Facility Power Purchase Rate P" (the second to last item in the document).

Contact E-mail: [Distributed.Generation@nationalgrid.com](mailto:Distributed.Generation@nationalgrid.com)

Please refer to the [Interconnection Documents](#) webpage for a list of all relevant Net Metering documents.

Links noted by "(pdf)" are in PDF format and support Adobe Acrobat 5.0 and later. Download [Adobe Reader](#), free software to view and print PDF files.



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**Interconnection Documents**[Interconnection Process](#)[Net Metering](#)[Renewable Energy Growth Program](#)[Phone Line & RTU Guidance](#)[Area Network Maps](#)[Net Metering Frequently Asked Questions](#)[Useful Links](#)**Questions:**

## General:

- [What is net metering?](#)
- [What is the RE Growth program?](#)
- [What is ISO-NE?](#)
- [What types of generating facilities can be used for net metering?](#)
- [My city or town gets electricity from a Municipality-Owned and Operated Electric Company. Could I Net Meter?](#)
- [Do I need to own the generating facilities that I install?](#)
- [Who is the Host Customer?](#)
- [What happens if I have a system behind my meter \(i.e. I am the Host Customer\) and I enter into a power purchase agreement with a third party?](#)
- [What if I generate less electricity than I use?](#)
- [What if I generate more electricity than I use?](#)
- [What if I am looking to sell my power via a transmission interconnection?](#)
- [What if I have an inquiry on a site location?](#)

## Procedure:

- [If I want to apply for net metering, where do I begin the process?](#)
- [Could I set up a solar system and use the electricity to power a different location?](#)
- [Who pays for the revenue meter?](#)
- [Does my project need a phone line connected to the utility meter?](#)
- [When am I eligible to receive net metering credits?](#)

## Certain types of Net Metering:

- [What is an Independent Power Producer \(IPP\) and standalone generation?](#)
- [What is remote net metering?](#)

## Allocating Net Metering Credits:

- [Is it a requirement to fill out Schedule B \(Net Metering Allocation form\)?](#)
- [What is Exhibit H?](#)
- [As the Host Customer, where can I find the net metering credits on my bill?](#)
- [Will all credits on my account be refunded to me via check if at some future time, while under the Interconnection Service Agreement, I sell my property?](#)
- [Could I allocate to a National Grid Gas account?](#)

## Qualifying Facilities:

- [What is a Qualifying Facility?](#)
- [What is the Qualifying Facility Power Purchase "Rate P"?](#)
- [How is output metered and purchased at a Qualifying Facility?](#)

## Project Size and the Net Metering Cap:

- [What is the maximum size for a project?](#)
- [Is there a Net Metering "Cap"?](#)

## Solar Renewable Energy Certificates:

- [What is a SREC?](#)
- [If the distribution company is buying power, is it also entitled to the system's RECs for no extra charge?](#)

## Other:

- **I'm moving into a house with a self-generation system already installed. What do I need to do to benefit from Net Metering?**
- **Where can I find my account number and meter number?**
- **I installed a solar system, why is my bill so high?**
- **Are there any tax credits or rebates for installing a renewable-energy system?**
- **Where can I find a Form W-9 for National Grid?**
- **Still have questions?**

## Answers

### General:

#### • What is net metering?

- a. Intermittent generators, such as solar and wind based generators, only produce electricity when their energy source is available (e.g. when the sun shines or the wind blows). With distributed generation (DG), intermittent generators are often connected behind the same utility meter as customer loads (e.g. HVAC, consumer electronics, lights) that can be turned off and on based on the needs of the customer. As a result, on-site electric power production does not necessarily match on-site electric power consumption (also known as the customer 'load' or demand) on a moment-to-moment basis. In Rhode Island, net metering allows these DG customers to financially balance out the total amount of energy imported with the total amount of energy exported over the course of a billing period (typically about a month). Then, the customer is only billed (or credited) for the net difference between these two amounts.
- b. [Refer to the Net Metering page for a detailed description.](#)

#### • What is the RE Growth program?

- a. Available to eligible renewable distributed generation (DG) projects, the Renewable Energy (RE) Growth Program enables customers to sell their generation output under long-term tariffs at fixed prices. Visit our [RE Growth page](#) to learn more.

#### • What is ISO-NE?

- a. ISO-NE stands for the Independent System Operator. It is responsible for managing the bulk power generation and transmission systems in New England, and transmission systems in New England.  
Website: <http://www.iso-ne.com/>

#### • What types of generating facilities can be used for net metering?

- a. Refer to [R.I.G.L. Chapter 39-26-5](#) for official requirements

#### • My city or town gets electricity from a Municipality-Owned and Operated Electric Company. Could I Net Meter?

- a. This depends on whether or not your city or town follows the Net Metering rules that apply to Investor Owned Utilities.
- b. Please consult with your Local Electric Distribution Company.  
(Note: Net Metering Services will be administered through the Local Electric Distribution Company.)

#### • Do I need to own the generating facilities that I install?

- a. To be eligible for net metering, the owner of the generating facility and the account holder must be the same. This is not required for customers participating in the RE Growth program or those seeking to become Qualifying Facilities.

#### • Who is the Host Customer?

- a. The Host Customer is the account holder (the name on the electric bill). A Host Customer may or may not own the generating facilities served by their meter. Host Customers generate electricity on the Customer side of the meter.

#### • What happens if I have a system behind my meter (i.e. I am the Host Customer) and I enter into a power purchase agreement with a third party?

- a. National Grid is not responsible for the terms and conditions of any agreement between the Host Customer and the third party system owner. This is not to be confused with a PPA with National Grid through a (wholesale) P-rate, or with credit allocation ([Schedule B](#)).
- b. For Simplified Applications, the Host Customer must fill out, sign, and submit an Exhibit H along with the remainder of the Interconnection Application documents. The sections that refer to the "Customer" in the Exhibit H should include information about the Host Customer (the legal entity listed on the electric utility bill). The sections that refer to the "Interconnecting Customer" in the Exhibit H should include information about the third party system owner.
- c. For Expedited or Standard Applications, National Grid will provide the Exhibit H as an attachment to the Interconnection Service Agreement. However, the Interconnecting Customer (i.e. third party system owner) must confirm that they have site control on the Interconnection Application and must provide contact information for the Host Customer on the Legal Information Document.

Please see National Grid's [Wholesale Energy Procurements](#) website if you are interested in a PPA.

• **What if I am looking to sell my power via a transmission interconnection?**

- a. If you wish to pursue a transmission interconnection as a Qualifying Facility (the local retail company would purchase 100% of output) then you would follow a state jurisdictional process which is administered by the ([Distributed Generation](#)) team.

However, if you wish to sell the output to the market you would be required to interconnect under ISO-New England's Schedule 23 Tariff (if size is < 20 MW) which can be found at [http://www.iso-ne.com/regulatory/tariff/sect\\_2/sch23/index.html](http://www.iso-ne.com/regulatory/tariff/sect_2/sch23/index.html). Documents and directions for submitting the interconnection application under Schedule 23 can be found at [http://www.iso-ne.com/genrion\\_resrcs/nwgen\\_inter/smgcn\\_20/index.html](http://www.iso-ne.com/genrion_resrcs/nwgen_inter/smgcn_20/index.html). This process is led by ISO New England and would consist of an initial scoping meeting to discuss regional/local planning variables, an overview of the proposed project, and next steps for the System Impact study phase.

Without understanding the size of your project and whether there are any significant system impacts, a connection to National Grid's 115 kV (transmission) system would typically consist of tap line facility to a transmission substation consisting of a three-breaker ring bus, which would require about an acre of property adjacent to the Right of Way. This connection is estimated around \$3-5 million dollars (depending on site location, etc), but the estimates would tighten during the study phase.

• **What if I have an inquiry on a site location?**

- a. To discover the electric service characteristics of a proposed site location, customers must submit an optional [Pre-Application Report Request Form](#) to [Distributed.Generation@nationalgrid.com](mailto:Distributed.Generation@nationalgrid.com).

**Procedure:**

• **If I want to apply for net metering, where do I begin the process?**

- a. To apply for interconnection and net metering, please follow the [Interconnection Process](#) which includes completing a [Schedule B](#) for allocation of net metering credits.

• **Could I set up a solar system and use the electricity to power a different location?**

- a. No.

• **Who pays for the revenue meter?**

- a. As stated in section 8.1 of the interconnection Tariff, the Company shall own the meter and the Interconnecting Customer shall pay the Company a monthly charge to cover taxes, meter maintenance, incremental reading and billing costs, the allowable return on the invoice cost of the meter and the depreciation of the meter.

• **Does my project need a phone line connected to the utility meter?**

- a. Only if the project is above 60 kW and exporting power will the customer be required to provide a phone.

• **When am I eligible to receive net metering credits?**

- a. You are eligible after:
- 1) Your standard meter has been replaced with a bi-directional meter (i.e. net meter); and
  - 2) You have received the formal "Authorization to Interconnect" e-mail or letter from National Grid.

**Certain types of Net Metering:**

• **What is an Independent Power Producer (IPP) and standalone generation?**

- a. For the utility company, a stand-alone generating system is a grid-connected generating system that does not have any (non-parasitic) load behind the same meter. This is not to be confused with an isolated (or backup) generating system, which does not operate in parallel with the utility grid.
- b. Stand-alone generating systems are referred to as Independent Power Producers (IPP) (i.e. a generating system that uses little or no power and was constructed solely for the purpose of generating electricity).

• **What is remote net metering?**

- a. While the terms "Remote" or "Virtual" net metering are not used in Rhode Island, and Rhode Island's net metering regulations do not allow for credits to be transferred to other account holders. In [Massachusetts](#), customers with net metered distributed generation systems may allocate net metering credits to other National Grid electric accounts within the same ISO-NE load zone.

### Allocating Net Metering Credits:

- **Is it a requirement to fill out Schedule B (Net Metering Allocation form)?**
  - a. **Schedule B** is only required for customers who want net metering.
- **What is Exhibit H?**
  - a. The Exhibit H is an agreement between National Grid and the Host Customer (the named legal entity on the electric billing account) to interconnect a third-party generation unit behind the Host Customer's meter.
  - b. The Exhibit H must be completed when the retail customer is not the owner and operator of the proposed generation system. (For simplified applications, this must be submitted with the initial application. For all other applicants, the Exhibit H will be included in the Interconnection Service Agreement.)
- **As the Host Customer, where can I find the net metering credits on my bill?**
  - a. Customers that net export power over the billing period will notice the following differences on their bill:
    - 1) The total usage will appear as a negative number.
    - 2) Net Metering Credit will be a line item in the Delivery section of the bill.
  - b. If the Net Metering Credit exceeds the total of the other charges on the bill, the "Current Charges" will be negative.
  - c. If the Net Metering Credit does not exceed the total of the other charges, then the "Current Charges" will be positive.
- **Will all credits on my account be refunded to me via check if at some future time, while under the Interconnection Service Agreement, I sell my property?**
  - a. Excess Net Metering Credits are forfeited.
- **Could I allocate to a National Grid Gas account?**
  - a. No. Allocation of credits is not allowed to gas accounts per the **RI PUC No. 2075 Net Metering Provision**. Currently, there is no mechanism in the tariff.

### Qualifying Facilities:

- **What is a Qualifying Facility?**
  - a. A Qualifying Facility is a renewable energy generating facility that receives a special rate and regulatory treatment. They can either be a small power production facility (less than or equal to 80 MW) or a cogeneration facility (produces electricity and heat).  
Source: <https://www.ferc.gov/>
- **What is the Qualifying Facility Power Purchase "Rate P" ?**
  - a. It is a rate specific to Qualifying Facilities determined by ISO-NE.
- **How is output metered and purchased at a Qualifying Facility?**
  - a. QFs have their output metered hourly and this energy is purchased at hourly rates equal to the wholesale payments received by National Grid from ISO-NE. These rates are generally significantly lower than retail rates. Each month the customer will receive a check from National Grid.

### Project Size and the Net Metering Cap:

- **What is the maximum size for a project?**
  - a. Net Metering projects are limited to an aggregate generating capacity of 5MW.
- **Is there a Net Metering "Cap"?**
  - a. There is no net metering cap for customers within National Grid's Rhode Island service territory.

### Solar Renewable Energy Certificates:

- **What is a SREC?**
  - a. An SREC is a Solar Renewable Energy Certificate, which represents the renewable and/or environmental attributes associated with electricity that is produced by solar generators. An SREC is created for every megawatt-hour of solar electricity created. In states with SREC legislation, the Renewable Portfolio Standard (RPS) mandates that distribution companies

buy a certain quantity of SRECs each year.

- b. Rhode Island does not have an SREC market. However, it does have a REC market. A Renewable Energy Certificate (REC) is similar to an SREC, but it is generally associated with electricity produced by non-solar renewable technologies, such as wind turbines or anaerobic digesters.

• **If the distribution company is buying power, is it also entitled to the system's RECs for no extra charge?**

- a. Under the Rhode Island net metering program, National Grid is not entitled to the system's RECs. However, under the terms of the RE Growth program, National Grid will receive title to the system's RECs.

**Other:**

• **I'm moving into a house with a self-generation system already installed. What do I need to do to benefit from Net Metering?**

- a. If you are the new homeowner you would need to agree to the terms and conditions set forth in the original Interconnection Service Agreement (ISA) - or the terms and conditions of the Simplified Application.
- b. You also need to:
- 1) Understand how your generation system works.
  - 2) If possible, ensure that the transfer of ownership is appropriately documented during the sale of the house. (Verify the status of any third party ownership of the generation system.)
  - 3) Contact National Grid to request an updated Interconnection Service Agreement (ISA).

• **Where can I find my account number and meter number?**

- a. This information can be found at the top of your electricity bill.

• **I installed a solar system, why is my bill so high?**

- a. This depends on a number of factors. If the weather is not favorable to your generating facility (eg.: little sun for solar systems and insufficient wind for turbines), then your system will not be supplying power to its full potential. Similarly, clouds that block the sun will reduce the power output from solar panels. Choosing the right location for your generating facility is critical.

• **Are there any tax credits or rebates for installing a renewable-energy system?**

- a. A comprehensive list of tax credits, rebates, incentives and more can be found at <http://www.dsireusa.org/incentives/index.cfm?re=0&ee=0&spv=0&st=0&srp=1&state=RI>

• **Where can I find a Form W-9 for National Grid?**

- a. Our W-9 forms can be found at [/shortcut\\_w9.asp](#)

• **Still have questions?**

- a. Email: [Distributed.Generation@nationalgrid.com](mailto:Distributed.Generation@nationalgrid.com)

OB 16

**WED PORTSMOUTH ONE, LLC**  
**3760 QUAKER LANE**  
**NORTH KINGSTOWN, RI 02852**

June 27, 2016

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

**RE: Letter Agreement regarding National Grid Net Metering Provision Schedule B**

Dear Keith:

This letter will confirm that with respect to the wind turbine owned by WED Portsmouth One, LLC (“WP1”) and located at Education Lane, Portsmouth, Rhode Island, despite the following language in the second paragraph of “The Narragansett Electric Company (National Grid) Net Metering Provision Schedule B Addendum” between The Town of Portsmouth (among others) and National Grid, a copy of which is attached as EXHIBIT A:

The NMC (Net Metering Customer) agrees **to . . . pay any metering and interconnection costs required under [tariffs and terms and condition for service on file with the Rhode island Public Utilities Commission],**

such language being beyond WP1’s ability to modify, as between the Town of Portsmouth and WP1 all such metering and interconnection costs will in fact be the sole obligation of, and will be paid solely by, WP1 as required under *Section 6(b)* of the Power Purchase Agreement between the Town of Portsmouth (as buyer) and WP1 (as seller) dated November 6, 2014, as amended, which section provides in pertinent part as follows:

**Interconnection.** Seller shall be responsible for arranging the interconnection of the Project with Buyer’s Local Electric Utility in a manner that includes bi-directional or “net metering”. **Seller shall be responsible for any and all costs associated with the interconnection with the Local Electric Utility including but not limited to studies, fees, charges and costs required by the Local Electric Utility.**

WP1 hereby affirms and ratifies its obligations under said *Section 6(b)* of such Power Purchase Agreement, and further hereby agrees to indemnify and hold the Town of Portsmouth harmless from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys’, investigators’ and consultants’ fees, court costs, and litigation expenses suffered or incurred by the Town of Portsmouth for or related to interconnection costs for the wind turbine.

If the Town of Portsmouth is in agreement with the terms and conditions of this letter agreement, please sign and return one copy of the same to me. I look forward to hearing from you soon.

Very truly yours,  
WED PORTSMOUTH ONE, LLC

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

**THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO THE TERMS AND  
CONDITIONS OF THIS LETTER AGREEMENT AS OF THE 27th DAY OF JUNE, 2016.**

Town of Portsmouth

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

**EXHIBIT A**

**The Narragansett Electric Company (National Grid)  
Net Metering Provision Schedule B Addendum**

## SUBLEASE AGREEMENT

This Sublease Agreement (the "Agreement") is entered into as of the \_\_\_\_ day of June, 2016 by and between **WED COVENTRY ONE, LLC**, a Rhode Island limited liability company having a principal place of business located at 3760 Quaker Lane, North Kingstown, RI 02852 (the "Lessee"), the **Town of Coventry**, a municipality of the State of Rhode Island having principal offices located at 1670 Flat River Road, Coventry, RI 02816 (the "Sub-Lessee"), and **Town of Portsmouth, Rhode Island**, a municipality of the State of Rhode Island having principal offices located at 2200 East Main Road, Portsmouth, RI 02871 (the "Lessor").

### WITNESSETH

**WHEREAS**, Lessor entered into a lease agreement dated November 6, 2014, as amended (the "Master Lease") with Lessee respecting certain property located on Education Lane in the Town of Portsmouth, County of Newport, State of Rhode Island, and known as (for reference purposes) Tax Assessor's Plat 28, Lot 71-A, as further described in EXHIBIT A attached hereto (the "Property");

**WHEREAS**, the Master Lease was entered into between Lessor and Lessee in conjunction with and in support of a municipal net metering finance agreement (power purchase agreement) dated November 6, 2014, as amended (the "Portsmouth PPA") between Lessee (as seller) and Lessor (as buyer) under which Lessor would purchase from Lessee the electric energy produced from the wind powered electric generating project owned by Lessee and located at the Property (the "Project");

**WHEREAS**, Lessee has also entered into a municipal net metering finance agreement (power purchase agreement) dated as of December 18, 2014 and amended by first amendment of even date herewith between Lessee (as seller) and Sub-Lessee (as buyer) (the "Coventry PPA") under which Sub-Lessee would purchase from Lessee a portion of the electric energy produced from the Project subject to such limitations as are set forth in the Coventry PPA; and

**WHEREAS**, in conjunction with and in support of the Coventry PPA, Lessee desires to sublease the Property to Sub-Lessee on a concurrent basis, meaning that: (a) both Lessee and Sub-Lessee shall be deemed to be lessees thereunder and to have concurrent use of the Property for purposes of satisfying and site control requirements as may be required by applicable law, regulation, tariff, or requirement of the local utility provider in conjunction with the Coventry PPA; and (b) the obligations of the lessee under the Master Lease shall be performed solely by Lessee.

**NOW THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lessee does hereby sublease to Lessee the Property, with such sublease made subject to the following terms and conditions.

1. Sublease by Lessee. Other than as specifically set forth in this Agreement to the contrary, Lessee agrees to be and shall hereby be bound by all of the terms, conditions, and obligations of the Master Lease, a copy of which is attached hereto as EXHIBIT B; provided, however, that: (a) such sublease is made on a concurrent basis, meaning that: (a) both Lessee and Sub-Lessee shall be deemed to be lessees thereunder and to have concurrent use of the Property for purposes of satisfying and site control requirements as may be required by applicable law, regulation, tariff, or requirement of the local utility provider in conjunction with the municipal net metering finance agreement (power purchase agreement) between Lessee and Sub-Lessee; (b) the obligations of the lessee under the Master Lease shall be performed solely by Lessee. In the event of a conflict between the terms of this Agreement and the terms of the Master Lease, the terms of the Master Lease shall govern; and (c) Sub-Lessee shall not interfere with Lessee's performance under and obligations with respect to the Master Lease.

2. Term. The term of this Agreement (the "Sub-Lease Term") shall be for the same term as the Coventry PPA, but under no circumstances shall exceed the term of the Master Lease.

3. Rent. No rent amounts shall be due from Sub-Lessee to Lessee or Lessor with respect to the Master Lease and the rent payment obligations of the lessee under the Master Lease shall be satisfied solely by Lessee.

4. Miscellaneous.

4.1. Notices. All demands, notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given and received: (i) if mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth herein, on the earlier to occur of Three (3) business days after the date that the same is so deposited in the United States mail or the date of receipt as disclosed on the applicable return receipt; (ii) if sent by facsimile or hand delivery, addressed as set forth herein, on receipt of any automatic answer-back or other similar evidence of transmission thereof; or (iii) if sent by a reputable overnight courier service that promises next business day delivery, addressed as set forth herein, on the next business day. Rejection or other refusal to accept or the inability to deliver due to a changed address for which no notice was given shall be deemed receipt of any such notice. All notices hereunder shall be addressed as indicated above or as otherwise specified by the parties hereto by notifying each other of the same in writing from time to time as provided herein.

4.2. Severability; Separability; Supersedure; Entire Agreement; Binding Effect. Any of the parts, provisions, warranties, or covenants set forth herein are severable and separable, and in the event that they, or any one of them, shall be deemed to be void, invalid, or unenforceable by a court of competent jurisdiction; then this Agreement shall be interpreted as if such void, invalid, or unenforceable parts, provisions, warranties, or covenants were not set forth herein, and the remaining provisions hereof shall remain enforceable to the extent permitted by applicable law. This Agreement supersedes all prior negotiations and agreements, whether written or oral, between the parties hereto, and sets forth the entire understanding and agreement of the parties hereto with respect to the transactions contemplated hereunder.

4.3. Assignment; Amendment. This Agreement, whether in whole or in part, may not be assigned, transferred, or pledged by any party hereto, whether by operation of law or otherwise, without the written consent of the parties hereto. No modification or amendment of this Agreement, whether in whole or in part, shall be effective unless made in writing and signed by the parties hereto.

4.4. Governing Law; Consent to Jurisdiction. This Agreement is being delivered 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 without reference to the rules of conflicts of laws thereof. In any litigation connected with or arising from this Agreement, the parties hereto hereby consent to and confer exclusive jurisdiction on the courts of the State of Rhode Island and on the United States District Court for the District of Rhode Island, and hereby expressly waive any objections to personal jurisdiction, venue, and *forum non conveniens* in any such courts.

4.5. Counterparts; Exhibits and Schedules. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any exhibits or schedules annexed hereto are hereby deemed incorporated by reference into and a part hereof as if the same had been set forth verbatim herein.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed on the day and date first above written.

WITNESS:

WED COVENTRY ONE, LLC, Lessee

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

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

Town of Coventry, Sub-Lessee

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

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE WITHIN SUBLEASE IS HEREBY APPROVED AND CONSENTED TO BY THE UNDERSIGNED LESSOR ON THIS \_\_\_ DAY OF JUNE, 2016.**

Town of Portsmouth, Lessor

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

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NB



# TOWN OF PORTSMOUTH

2200 East Main Road / Portsmouth, Rhode Island 02871 / [www.portsmouthri.com](http://www.portsmouthri.com)

Richard A. Rainer Jr.  
Town Administrator

(401) 683-3255  
Fax (401) 683-6804  
[rrainer@portsmouthri.com](mailto:rrainer@portsmouthri.com)

**TO: Honorable Town Council**

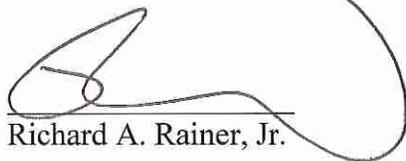
**FROM: Richard A. Rainer, Jr.**

**DATE: June 16, 2016**

**RE: Renewal of Prudence Island Transfer Station Hauling Contract**

The Town's contract with Waste Management expires on June 30, 2016. According to the terms of the contract, "The term of the base contract will be for thirty six (36) months, commencing July 1, 2011 and expiring on June 30, 2014 inclusive, and shall have a twelve (12) month renewal option on an annual basis for a maximum of three (3) additional years thereafter. The option to renew shall be at the Town's sole discretion."

We have previously requested and used two additional years and I request approval of renewal of the Waste Management contract for the year July 1, 2016 through June 30, 2017.



Richard A. Rainer, Jr.

RAR/bar

Attachment



26 Patriot Place – Foxboro, MA 02035

May 27, 2011

Finance Director  
Town of Portsmouth Rhode Island  
220 East Main Road  
Portsmouth, RI 02871

**Proposal for: Prudence Island Solid Waste Disposal – Proposal #P11-011**

**Company Profile**

**Company Identification**

Waste Management of Rhode Island Inc.

26 Patriot Place – Suite 300

Foxboro, MA 02035

Incorporated: Delaware 1989

President – Brett Frazier

Vice-President – Chris DeSantis

Secretary – Linda Smith

Treasurer – Cherie Rice

Business Description: Solid Waste Collection, Transportation, Disposal and Recycling  
Collection, Processing and Marketing Services

Waste Management is the premier waste services provider in North America. We are committed to customer satisfaction and long-term relationships, and we employ processes, techniques and technologies that safeguard the environment now and in the future.

Waste Management's operations span all of North America, providing vital services to homes, schools, businesses and government facilities.

These services include:

- Residential and Commercial Waste Collection
- Recycling Collection, Processing & Marketing
- Yard Waste Collection & Composting
- Automated Curbside Collection Services
- Roll-Off Containers
- Construction & Demolition Debris Removal
- Industrial Services
- Waste Transfer and Disposal Services
- Waste to Energy Services through Wheelabrator Technologies

The company is organized into 25 Market Areas throughout North America to insure that our many comprehensive, integrated assets work in harmony to provide the highest level of customer service and satisfaction.

**New England Market Area:** The New England Market Area Office is headquartered in Foxboro, MA. The market areas local transportation center located in Newport Rhode Island has provided superior waste and recycling services to the area for over 20 years. We are well-positioned to provide the services and operations outlined in this solicitation on an uninterrupted basis. Our company has been providing residential collection service to municipalities since entering the Rhode Island marketplace in 1989.

**Customer Service:** Our Customer Service Center in Foxboro, MA is staffed with the highest caliber individuals, and is designed to provide "one stop shopping" for our customers in a professional and courteous manner. To measure our success and effectiveness, a "Service Machine" initiative was implemented in 2001 to monitor customer satisfaction at each of our facilities. Everyone in the organization is accountable for meeting established performance standards, and each facility is audited and certified for service excellence.

**Safety:** No priority is higher than safety at Waste Management. The company is committed to operating in the safest manner possible, and has implemented a comprehensive "Mission to Zero" initiative to assure the safety of all our employees, our customers, and the general public.

**Commitment to the Community:** Waste Management maintains a strong local commitment to every community we serve. Not only do our employees live, work and raise their families in these communities, but we are privileged to work in a business that improves the health and safety of individuals and communities in a very direct way. Making communities cleaner, safer and stronger is a central focus for us. Waste Management is also proud to have been recognized by the United States Environmental Protection Agency (EPA) for its innovative environmental programs that include the use of compressed natural gas as fuel for refuse trucks, wetlands conservation and landfill gas recovery projects.

The company embraces the opportunity to be a good corporate citizen through a vigorous and growing community relations program. We are involved in local community organizations. We participate in numerous community activities and initiatives. We contribute money and services to a broad variety of local events, and our employees participate in volunteer efforts throughout their communities. It is an exciting time at Waste Management as we redefine the way the waste industry is shaped going forward. Waste Management will be a vital part of the fabric of your community.

**Quality Control:** We approach this aspect of service delivery under two major initiatives that are systemic throughout our organization. First, our M2Z (Mission to Zero) Safety initiative requires regular unannounced observations of our operational workforce by our supervisors. These observations are intended to ensure safe work habits are constantly practiced. Protection of our employees and the public we serve is of paramount importance. The second initiative, Service Machine, is our premier customer satisfaction program. Our commitment is that no customer concern be left unresolved for more than 24 hours. Our management team monitors performance by reviewing call logs each day to witness compliance.

**Customer Satisfaction:** As discussed earlier our Service Machine initiative is designed to achieve high levels of customer satisfaction. We believe the best way to satisfy our customer's is to properly train all employees on the detailed services to be provided under the contract. Our supervisors will coach the collection crews to understand all items to be managed. Our CSR's

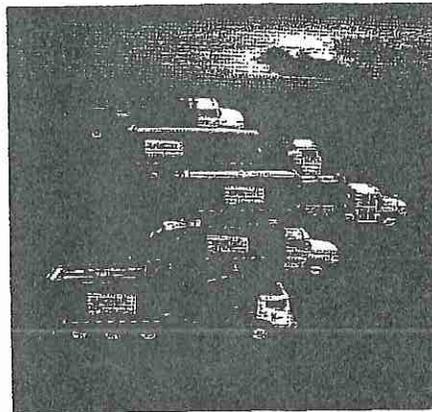
receive similar training allowing them to give proper guidance to any resident questions or concerns they may field. Our standard is that all schedule homes be serviced on their appointed day. Any missed service claims received prior to collection crew's departure from The Town will be resolved on the same day received. Claims after departure will be resolved by Noon the next service day. Beyond service to the residents, we will strive to satisfy the needs of Town officials involved with the program. This will come in the form of providing prompt and accurate reporting, advice on educational materials and consultation on modifications to the program that would provide an overall benefit to the community.

### Experience and References

Waste Management and its subsidiaries currently serve over 150 municipalities throughout New England. We have attached a list of municipal references for your review. With years of industry experience and as the current service provider for the Prudence Island Transfer Station we believe we have a unique understanding of the requirements and specifications outlined in this RFP.

### Operations

**Equipment:** The Prudence Island Transfer station will be served from our Newport, Rhode Island transportation and maintenance facility. This facility possesses sufficient first line vehicles as well back-up vehicles to. All equipment will be maintained and cleaned at this facility and spare equipment is stored here for handling peak periods and to replace front-line vehicles during repairs.



Waste Management utilizes a centralized procurement team to purchase all capital equipment. We have a fleet strategy to spec vehicles that if properly maintained allow for an eight to ten year productive life. We also require a 15% spare to operating equipment ratio to support scheduled and unscheduled repair cycles and to be available for peak services periods.

All vehicles are equipped with all DOT and OSHA required safety devices including back-up cameras on all one-person operations (automated side load, recycling etc.).

**Communication Plan:** All vehicles, supervisors, managers and office personnel employ the Nextel system to allow for continuous communication. The Town can also be supplied an emergency contact list with three to four members of our supervisory/management team that can initiate actions to respond to any service requests from designated Town officials.

**Employee Selection:** We recognize the key to a successful program begins at the employee selection point. We have a rigorous recruiting and selection process that includes a complete background check, drug screening, multi-level interview, written diagnostic testing and driver road testing. Once a qualified candidate is selected, they undergo a two-week comprehensive training program to ensure they are familiar with all personnel, safety and customer service policies and procedures that must be followed.

**Addendum**

Waste Management is in receipt of Addendum #1 for the Prudence Island Solid Waste Disposal Bid # P11-011

**Recycling and Solid Waste Processing:**

All solid waste collected by Waste Management will be deposited at Town of Portsmouth Transfer station located at 305 Hedly Street Portsmouth, Rhode Island. As indicated in Addendum # 1 of Bid # P11-011. All recycling will be taken to the RIRRC facility in Johnston, Rhode Island.

**Fuel Adjustment Sample Calculation:**

Fuel adjustment will be charged for the Term of the contract at a rate of 10% of the total monthly billing. This will be a separate line item on your invoice so it will be easy to read.

Total monthly bill is \$1,000.00 then a \$100 additional charge will be added to offset the rising costs of diesel fuel.

**Statement No 1:**

Waste Management has all the necessary equipment to perform the obligations of the RFP with a commencement date of 7/1/2011. The equipment used will be as follows:  
2 - 40 yard roll off containers for household waste  
1-30 yard roll off container for Metal  
1-30 yard enclosed roll off container for recyclables such as glass, plastic  
1-30 yard enclosed roll off container for paper and cardboard recycling

**Statement No 2:**

Waste Management will not subcontract any portion of this contract.

**Statement No 3:**

A certificate of Authorization is attached.

**Insurance and Performance Bond**

Waste Management will provide the Town of Portsmouth a certificate on insurance within 10 calendar days of the award of contract. At the time of execution, Waste Management shall furnish a performance bond in the amount of 50% of the total price for each year of term of the contract as well as for any extension periods under the terms of this agreement

**Compaction Unit for Solid Waste**

Waste Management will be available to discuss the potential use of a solid waste compactor with The Town of Portsmouth if they wish to explore this option to promote efficiencies and potential cost savings

**Contact Information**

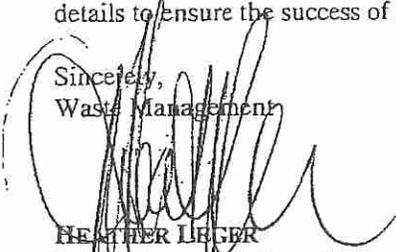
We have provided contact information below for any questions or discussions the Town may wish to have relative to this solicitation.

**Primary Contact:**

Heather Leger  
Public Sector Solutions Representative  
26 Patriot Place  
Foxboro, MA 02035  
Phone: 508-740-1171  
E-mail – [hleger@wm.com](mailto:hleger@wm.com)

In closing, we believe Waste Management offers the operational expertise and financial strength to fulfill the obligations of this contract and we are prepared to assist you with the necessary details to ensure the success of the program.

Sincerely,  
Waste Management



**HEATHER LEGER**  
Public Sector Solutions Representative  
Rhode Island and Southern Massachusetts

ATTACHMENT A - BID FORM

BID FORM (must be submitted)

BID NO. P11-011

Prudence Island Solid Waste Disposal

To: Town of Portsmouth  
2200 East Main Road  
Portsmouth, RI 02871

From: Waste Management  
Name of Proposer  
20 Patriot Place Suite 300  
Mailing Address

Foxboro, MA 02035  
Town, State & Zip

**CONTRACTOR'S PROPOSAL**

The undersigned Proposer agrees that he will contract with the Town of Portsmouth to provide all necessary labor, supervision, tools, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Proposal No. P11-011 for Prudence Island Solid Waste Disposal, in its entirety, all addenda, and the following documents by this reference are hereby made a part of this proposal:

- a. Request For Proposals P11-011 and all addenda
- b. Instructions and Information for Proposer
- c. Terms and Conditions
- d. Special Provisions For Services
- e. Scope of Work
- f. General Conditions
- g. Attachment A - Bid Form
- h. Non-Collusion Affidavit
- i. Proposer's Statement Regarding Insurance Coverage
- j. Proposer Statement of Relevant Experience
- k. Additional information provided by the Proposer as required, including Statement 1, 2 and 3, as applicable.

Proposer acknowledges receipt (if applicable) of Addenda Number(s) 1, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The Town reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

BID FORM (must be submitted)

Will the Town be paid a portion of the sales of scrap metal? Circle yes/~~no~~. If yes, specify 12/17 % of sale proceeds to be paid to the Town.

1a. Transportation of Solid Waste

\$ 620<sup>00</sup> Per haul per 40 yard container (all inclusive cost). Annual trip count is estimated at 66 trips per history with current contract (refer to page 14 of RFP).

1b. Optional Costing for Transportation of Solid Waste

\$ 4108<sup>00</sup> Per haul per 40 yard container.

\$ 84<sup>00</sup> Demurrage (hourly rate)

74 hours Estimated number of demurrage hours (annual)

\$ 309<sup>00</sup> / month Fuel/environmental charge (per invoice average charge). Provide attachment with sample calculation of fuel/environmental charge).

\$ 3710<sup>00</sup> Estimated annual total of fuel/environmental charges

\$ 0 Other Charge per haul (if any). Please describe in detail.

\$ 40,814<sup>00</sup> Total cost for 66 trips (per haul + demurrage + fuel/environmental charge + Other Charge).

2a. Transportation of Recyclables/Metals (30 yard container)

\$ 575<sup>00</sup> Per haul per 30 yard container (all inclusive cost). Annual trip counts is estimated at 32 trips per attached history with current contract (refer to page 14 of RFP).

2b. Optional Costing for Transportation of Recyclables/Metals (30 yard container)

\$ 498<sup>00</sup> Per haul per 30 yard container.

\$ 84<sup>00</sup> Demurrage (hourly rate)

28 Estimated number of demurrage hours (annual)

\$ 139<sup>00</sup> / month Fuel/environmental charge (per invoice average charge). Provide attachment with sample calculation of fuel/environmental charge).

\$ 1,1063<sup>00</sup> Estimated annual total of fuel/environmental charges

\$ 0 Other Charge per haul (if any). Please describe in detail.

\$ 18,295<sup>00</sup> Total cost for 32 trips (per haul + demurrage + fuel/environmental charge + Other Charge).

\$ 59,320<sup>00</sup> / Annual Total 1a and 2a. Fifty-nine thousand three hundred twenty<sup>00</sup> /<sub>100</sub>

\$ 59,109<sup>00</sup> / Annual Optional Costing Total: 1b and 2b. Fifty nine thousand one hundred nine<sup>00</sup> /<sub>100</sub>

Signature: [Handwritten Signature]

Name: Heather Leger

Title: Public Sector Services

Company: Waste Management

Date: 5/20/11

NON-COLLUSION AFFIDAVIT

To Be Completed, Notarized, and Submitted With Bid (must be submitted)

PROPOSAL NO. P11-011  
Prudence Island Solid Waste Disposal

State of Rhode Island  
County of Newport

"Heather Leger, Proposer, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

5/23/11  
Date

Foxboro, MA  
(Signed at)

Waste Management  
Proposer name  
(Person, Firm, Corp.)

[Signature]  
Authorized Representative

20 Patriot Place  
Address

Heather Leger  
Representative's Name

Foxboro MA 01535  
City, State, Zip

Public Sector Solutions Rep  
Representative's Title

On this 23<sup>rd</sup> day of May, 2011 before me Heather Leger personally appeared before me to be the person whose name is signed on document.

[Signature]  
Joan H. Saponaro, Notary Public

My Commission Expires December 20, 2013

**PROPOSER'S STATEMENT  
REGARDING INSURANCE COVERAGE (Must be submitted)**

PROPOSAL NO. P11-011  
Prudence Island Solid Waste Disposal

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request For Proposals No. P11-011, Prudence Island Solid Waste Disposal. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, and agrees to name the Town of Portsmouth as an Additional Insured for the work specified.

Insurance Required:

The amounts of such insurance shall not be less than the following:

Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by the State of Rhode Island.

(b) Public Liability, Bodily Injury, and Property Damage:

1. Injury or death of one person: \$ 5,000,000
2. Injury to more than one person in a single accident: \$ 5,000,000
3. Property damage: \$ 5,000,000

(c) Automobile and Truck Public Liability, Bodily Injury and Property Damage:

1. Injury or death of one person: \$ 5,000,000
2. Injury to more than one person in a single accident: \$ 5,000,000
3. Property damage: \$ 5,000,000

If any part of the contract is sublet, similar insurance shall be provided by, or on behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all subcontractor operations and should the Contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the Town covering every contractor, shall be filed with the Town prior to commencement of subcontractor operations.

Waste Management  
Name of Proposer (Person, Firm, or Corporation)

[Signature]  
Signature of Proposer's Authorized Representative

Heather Leger - Public Sector Services  
Name & Title of Authorized Representative

5/20/11  
Date of Signing

PROPOSER STATEMENT OF RELEVANT EXPERIENCE (Must be submitted)

PROPOSAL NO. P11-011  
Prudence Island Solid Waste Disposal

EXPERIENCE AND REFERENCES

The Contractor will provide in writing, details of comparable experience with a municipal collection/hauling contract in at least one Town, preferably more, approximate in size, character and population to the Town of Portsmouth. This written explanation will include the names, addresses and phone numbers of officials from the cities/towns in which the collection/hauling contract was performed, so that those persons may be contacted to provide references for the Contractor as to the performance of said contract.

1. Must have, or be able to obtain, all equipment necessary to provide requested service at the time of award of contract.
2. Must have experience in operation of Collection/Transfer Stations. (provide one example, at a minimum)

Facility Name Newport Transfer facility  
Contact Name Kevin Dugan  
Contact Phone 401-847-8951

Facility Name Raynham Transfer Facility  
Contact Name Aaron Smith  
Contact Phone 401 639 8210



Project Name	Contact Name	Contact Phone	Approximate Homes	Service Dates
City of Attleboro	Jim Mooney	508-223-2222	13,400	6/99 to 6/15
Town of Braintree	Tom Whalon	781-794-8110	10,600	7/02 to 6/13
City of Cranston	Anthony Silvia	401-780-3175	28,000	1/00 to 6/14
Town of Dedham	Nancy Baker	781-326-5770	7,963	11/97 to 6/13
Town of Easton	David Colton	508-230-0510	5,500	7/07 to 6/12
Town of Mansfield	Lee Azinheira	508-261-7462	6,500	10/01 to 6/15
Town of Marshfield	Paul Tomkavage	781-834-5560	11,300	7/00 to 6/15
Town of Middletown	Shawn Brown	401-846-4478	5,700	11/07 to 10/12
Town of Milton	Walter Heller	617-696-5728	7,900	7/02 to 6/12
City of Newport	William Riccio	401-846-9600	10,500	10/00 to 7/11
Town of North Attleboro	Michelle Bernier	508-699-0100	7,750	7/98 to 6/13
Town of Norwood	Bernie Cooper	781-762-1240	9,100	7/03 to 6/13
Town of Plainville	Deborah Revelle	508-695-4132	1,500	3/01 to 6/12
City of Providence	John Nickelson	401-467-7950	62,500	8/00 to 9/12
Town of Weymouth	Robert O'Connor	781-337-5100	16,900	7/99 to 6/13
Town of Westwood	Tim Walsh	781-251-2578	4,500	7/02 to 6/12
City of Woonsocket	Michael DeBrosse	401-767-9216	10,700	7/07 to 6/12



CERTIFICATE OF AUTHORITY

**WASTE MANAGEMENT OF RHODE ISLAND, INC.**

I, Gail M. Lynch, a duly elected Assistant Secretary of Waste Management of Rhode Island, Inc., a Delaware corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

**Resolved**, that Heather Leger, Public Sector Solutions Representative, of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to prepare, execute and submit, on behalf of the Corporation, bid proposals ("Bids"), and to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the Town of Portsmouth, Rhode Island – Prudence Island Solid Waste Disposal Bid (the "Prudence Island Bid"), for the period beginning on July 1, 2011, and ending on June 30, 2014, and is hereby further authorized to execute and deliver on behalf of the Corporation any contracts and bonds with respect to the Prudence Island Bid.

Dated this 19<sup>th</sup> day of May, 2011



**WASTE MANAGEMENT OF RHODE ISLAND, INC.**

A handwritten signature in black ink, appearing to read "Gail M. Lynch".

Gail M. Lynch, Assistant Secretary

*From everyday collection to environmental protection, Think Green® Think Waste Management.*

TOWN OF PORTSMOUTH, RHODE ISLAND  
REQUEST FOR PROPOSALS  
PRUDENCE ISLAND SOLID WASTE DISPOSAL

PROPOSAL NUMBER: P11-011

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April 2011

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TOWN OF PORTSMOUTH, RHODE ISLAND  
Request for Proposals  
Prudence Island Solid Waste Disposal – PROPOSAL #P11-011

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The Town of Portsmouth, Rhode Island is seeking proposals for furnishing all labor, materials and equipment, and performing all work necessary and incidental to the transportation and final disposal of municipally acceptable household refuse and recyclables at the transfer station facility on Prudence Island in accordance with the specifications and contract documents within.

Sealed proposals will be received by the Finance Officer of the Town of Portsmouth, Rhode Island, until 2:00 PM., local time, on:

May 27, 2011

The proposal opening will occur at the Finance Office, Town Hall, at which time proposals received will be publicly opened and read, for Prudence Island Solid Waste Disposal Bid #P11-011.

All proposals shall include the bid forms furnished in this RFP and shall be enclosed in a sealed envelope marked "Prudence Island Solid Waste Disposal Proposal #P11-011" and directed to the attention of the Finance Director, Town of Portsmouth, Rhode Island, Town Hall, 2200 East Main Road, Portsmouth, Rhode Island 02871.

Questions regarding the Statement of Work should be directed to Brian Woodhead, the Deputy Director at Department of Public Works 401-683-0362.

A mandatory Pre-Bid Conference will be held at 10:00 a.m. on May 11, 2011 in the Council Chambers at Portsmouth Town Hall, 2200 East Main Road, Portsmouth, RI. Parties that do not attend the pre-bid conference will be denied the opportunity to submit a bid for this contract.

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be returned unopened. Proposals must bear original signatures and figures.

The Town reserves the right to reject any and all proposals or to accept any proposals deemed to be for the best interest of the Town.

## INSTRUCTIONS AND INFORMATION FOR PROPOSERS

ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the Town of Portsmouth (Town), any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Town of Portsmouth, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the lowest qualified bid.

CANCELLATION OF SOLICITATION. The Town may cancel this solicitation at any time.

COMPETENCY OF BIDDERS. Bidders shall be experienced in the kind of work to be performed and shall have the necessary equipment therefore and sufficient capital to properly execute the work within the time allowed. Bids received from bidders who previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that he has the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. It also may be rejected if he is already obligated for the performance of other work that would delay the commencement, prosecution or completion of the work. The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

- a. Contractor. Same as Successful Proposer.
- b. May. Indicates something that is not mandatory but permissible.
- c. Must/Shall. Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- d. Proposer. The person or firm making the offer.
- e. Proposal. The offer presented by the Proposer.
- f. RFP. Acronym for Request For Proposals.
- g. Should. Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- h. Submittal Deadline. The date and time on or before all proposals must be submitted.
- i. Successful Proposer. The person, contractor, or firm to whom the award is made.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline shall render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INTERPRETATIONS. If any person contemplating submitting bids for the proposed work is in doubt as to the true meaning of any part of these proposed contract documents, he may submit to the Town a written request for an interpretation thereof. Any interpretation of such documents will be made only by addenda duly issued and a copy of each addendum will be mailed, emailed or delivered to each person receiving a set of said documents. The Town

will not be responsible for any other explanations or interpretations of such documents that anyone presumes to make on behalf of the Town before expiration of the time set for the receipt of bids.

**NOMENCLATURES.** The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the Town enters into a contract because of this solicitation.

**NON-COLLUSION AFFIDAVIT.** Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion.

**OPENING OF PROPOSALS.** All proposals, irrespective of irregularities or informalities, will be opened and the names of the Proposers and proposed prices will be publicly read aloud at the Submittal Deadline. All interested persons are invited to be present at the opening and reading of proposals.

- a. **Postponement of Opening.** The Town reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

**PRICE DISCREPANCIES.** In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

**PRICES.** All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the completion and fulfillment of the contract.

**PROPOSAL FORMS/SUBMITTAL.** Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered.

- a. **Forms.** Proposals must include the attached forms supplied at the end of this RFP.
- b. **Copies.** One (1) original and two (2) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "MASTER", and the two (2) identical copies.
- c. **Discrepancies.** If discrepancies are found between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the Town of Portsmouth reserves the right to use the original as the Master.

**PROPOSAL CONTENT.** Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Each proposal must include completed forms contained herein. Requested documentation must accompany the completed proposal/bid forms. The blank spaces in the proposal/bid form must be filled in correctly where indicated for each item and the bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The proposer shall sign his bid correctly. If the bid is made by an individual, his name and post office address must be shown. If made

by a firm, partnership, or corporation, the bid must be signed by an official of the firm, partnership, or corporation authorized to sign contracts and must show also the post office address of the firm, partnership, or corporation. Proposals submitted must contain this entire document. No changes shall be made in the phraseology, or in the items mentioned therein. Proposals must include the name and proper address of the proposer, and must be signed by a responsible member of the firm with his/her signature and title. Proposals which are not complete, or which contain any omissions, erasures, alterations or irregularities of any kind may be rejected as informal.

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids different from what is specified, or irregularities of any kind. Proposals which are considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected.

The Town of Portsmouth is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Town.

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by the Town must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL REJECTION OF. The Town reserves the right to reject any or all Proposals or any part of a Proposal. The Town reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the Town or any other governmental agency. The Town expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the Town.

PROPOSAL WITHDRAWAL. Proposers' authorized representative may withdraw proposals only by written request received before the Submittal Deadline. Upon such notice, the bid will be handed to him unopened. Telephonic submissions or withdrawals will not be accepted. No bid may be withdrawn for a period of ninety (90) days from the time and date of acceptance. Negligence on the part of a Contractor preparing a bid confers no rights for withdrawal of said bid after it has been received.

PROPOSER'S BACKGROUND. Proposer must provide a company profile. Information shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Number of employees both locally and nationally.
- d. Location(s) from which employees will be assigned.
- e. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
- f. Company background/history and why Proposer is qualified to provide the services described in this RFP.
- g. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
- h. List of equipment that will be used on site for this RFP.

Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The Town reserves the right to reject any proposal based upon the Proposer's prior history with the Town or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

PUBLIC RECORDS. Rhode Island law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the Town in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town will treat all materials received as public records.

QUALIFICATION OF PROPOSERS. The Proposer's experience shall be set forth and submitted on the form provided herewith. It is the intention of the Town to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the Town will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the contract documents. To this end, each Proposal shall be supported by a statement of the Proposer's experience on the form entitled "Proposer's Experience", which is a part of the contract documents.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either by mail or facsimile to Finance Director, Town Hall, 2200 East Main Road, Portsmouth, RI 02871, or faxed to (401) 683-1916 no later than ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the Town will be sent in writing to all known proposal holders.

REJECTION OF PROPOSALS. WAIVER OF INFORMALITIES. The Town of Portsmouth reserves the right to reject any or all proposals, or any part of a proposal. The Town reserves the right to award the contract by item and to waive any informality and to accept the bid, or parts thereof, which it deems to be most favorable to the best interest of the Town. The Town reserves the right to select bids other than the lowest responsive and/or responsible bidder and shall consider factors other than price in determining which bid is most advantageous to the Town. The Town reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the Town or any other governmental agency. The Town expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the Town.

SELL OR ASSIGN. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Town.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

TAXES. EXEMPT. The Town is exempt from Federal Excise and State Sales Tax. If requested, the Town will furnish exemption certificates when the successful bidder submits invoices for payment.

TERMS OF THE OFFER. The Town reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the Town of Portsmouth during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied upon by the Town in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the Town of the facts relating to the proposal.

#### TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Town.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE TOWN. Subject to the power and authority of the Town as provided by law in this contract, the Town shall, in all cases, determine the quantity, quality, and acceptability of the work, materials and supplies for

which payment is to be made under this contract. The Town shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BIDS AND BIDDERS. Bid shall also mean quotation, proposal, offer, qualification/experience statement, and services. Bidders shall also mean vendors, offerors, proposers, contractors or any person or firm responding to a Request for Bids.

CANCELLATION OF THE CONTRACT. *Without cause*, the Town may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. *With cause*, the Town may cancel this contract at any time with ten- (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the Town and shall be, but is not limited to, failure to supply the materials, or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the Town's Finance Director.

CONTRACT INCORPORATION. This contract embodies the entire contract between the Town and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

FORMATION OF CONTRACT. Proposer's signed Proposal and the Town's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of Rhode Island. The parties stipulate that this contract was entered into in the county of Newport, in state of Rhode Island. The parties further stipulate that the county of Newport, Rhode Island, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY. If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation

TERM OF CONTRACT. The term of the base contract will be for thirty six (36) months, commencing July 1, 2011 and expiring on June 30, 2014 inclusive, and shall have a twelve (12) month renewal option on an annual basis for a maximum of three (3) additional years thereafter. The option to renew shall be at the Town's sole discretion.

#### SPECIAL PROVISIONS FOR SERVICES

DAMAGE. The contractor shall be held responsible for any breakage, loss of the Town of Portsmouth's equipment or supplies through negligence of the contractor or his employee while working on the Town of Portsmouth's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the Town of Portsmouth any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

EQUIPMENT AND MATERIALS. The Town reserves the right to determine if equipment or materials, which comply substantially in quality and performance with the specifications, are acceptable to the Town, and if any variances listed by the proposer in his/her bid is material or immaterial. The Town may reject any proposal/bid that entails the use of any equipment or materials it deems unacceptable, in the Town's sole discretion.

INSURANCE REQUIREMENT. Within ten (10) consecutive calendar days of award of contract, Successful Proposer must furnish the Town of Portsmouth with the Certificates of Insurance proving coverage as specified in "*Proposer's Statement Regarding Insurance Coverage*" and naming the Town of Portsmouth, its officers and agents, Additional Insured by endorsement.

PERFORMANCE AND PAYMENT BOND. The successful proposer, at the time of the execution of the contract, must deposit with the Town a surety company bond (or bonds) for the satisfactory performance of the work and the payment of all debts pertaining to materials and labor used or employed in the execution of the contract. The cost of said Performance and Payment Bond shall be paid by the Contractor. The Contractor shall furnish a Performance and Payment Bond for 50% of the total price for each year of the term of the contract and for any extension periods under the terms of this agreement, before the contract extension period begins. The firm issuing the surety bond shall be licensed or have surplus line approval to do business in the State of Rhode Island.

RESPONSIBILITY OF CONTRACTOR. The Contractor shall hold harmless, defend, and indemnify the Town and its officers, agents and employees against all claims, demands and actions, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including all attorneys fees and costs), including, but not limited to: liability for pollution, environmental or natural resource damage or restoration, nuisance, hazardous waste liability, bodily injury, sickness and/or disease, including death, and loss of or damage to property, which may arise out of the Contractor's failure to comply with its obligations under this contract.

SAFETY AND HEALTH REGULATIONS. All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations and ordinances.

### Scope of Work – Prudence Island Solid Waste Disposal

The Town of Portsmouth is the owner of a transfer station on Prudence Island to which the Island residents currently drop off all household rubbish. Operation of the Transfer Station involves receiving such trash and transporting it to an approved facility consistent with the Town's Facility Operation Plan.

The Contractor shall furnish all labor, materials, tools and equipment necessary to perform the services of this contract as detailed in the Scope of Work. The bidder shall make all investigations necessary regarding the services to be furnished and must certify that he/she has reviewed and is familiar with the specifications, the scope of the work, and the bid document.

The responsibility of the contractor includes the removal of collected refuse from the Transfer Station in vehicles supplied by Contractor. Said vehicles shall be of type, quality and quantity to perform the work specified, in a good and workmanlike manner to ensure the efficient operation of the Transfer Station. Transportation and disposal shall be in accordance with all applicable municipal, State, and Federal regulations and laws.

All miscellaneous large items not considered general household or recycling will be disposed of by the Town of Portsmouth' Department of Public Works.

#### **Equipment Needed:**

1. Two 40 yard roll off containers for house-hold waste
2. One 30 yard roll off container for metal
3. One 30 yard roll off container for recyclables such as glass, plastic, and cans. The container must be enclosed to protect the contents.
4. One 30 yard roll off container for paper and cardboard recycling. The container must be enclosed to protect the contents.

#### **Disposal Schedule:**

Winter Months: Beginning the Friday following Columbus Day through Memorial Day weekend, the Town will monitor the usage of the roll off containers and notify the contractor on an as-needed basis for pick-up/drop-off of waste and recycled materials. We anticipate that there will be a maximum of one drop-off/pick-up per week for 31 weeks.

Summer Months: From Memorial Day to the week following Columbus Day, the contractor will drop off one empty roll off container and remove the full container each Monday and Friday (2 per week for 21 weeks). If a holiday falls on a Monday, the pick-up/drop-off date will be the Tuesday following the holiday. If the holiday falls on a Friday, the new pick-up/drop-off date will be the Thursday preceding the holiday.

The contractor will be responsible for making ferry reservations. The ferry leaves Bristol at 6:00 a.m. and leaves Prudence Island at 8:30 a.m. The town will be responsible for all ferry costs incurred.

### **Recycling Program and Anticipated Schedule:**

The Town will continue a drop-off recycling program for Prudence Island residents in accordance with the rules and regulations for such programs promulgated by the Rhode Island Resource Recovery Corporation (RIRRC) with collected recyclables transported to the RIRRC facility in Johnston.

It is anticipated that the approximately two drop-off/pick-up trips will be needed during the winter months. During the summer months, the usage is anticipated to increase resulting in approximately one pick-up/drop-off trip per month.

### **Proposal for the compaction of Solid Waste on Prudence Island:**

The Town is interested in exploring compaction options which might reduce the number of ferry trips to dispose of solid waste. Proposers are invited to submit proposals for the compaction of solid waste to promote efficiency and cost savings.

### **GENERAL CONDITIONS**

- a. Work shall be conducted by the Contractor under the supervision of the Town Administrator or his designee and shall be carried out in accordance with the ordinances and regulations of the Town which govern rubbish and garbage collections, as the same may from time to time be amended; provided, however, that such regulations shall not be amended so as to substantially change the obligations imposed upon the Contractor without adjustment to the compensation payable to the Contractor as provided.
- b. All refuse shall be transported in modern, properly maintained vehicles and transported directly to the Central Landfill. Sifting will not be allowed.
- c. Refuse from industrial or commercial establishments and debris from large remodeling or any building and construction operations or the demolition of buildings will not be accepted at the Transfer Station.
- d. The Contractor shall comply with all Federal, State and local ordinances, laws, rules and regulations pertaining to transportation, disposal and disposal site locations and operational procedures. This includes recyclable materials.
- e. The Town will pay the contracted yearly amount in twelve (12) monthly installments. The first monthly installment shall be made by the 31st day of August, 2011, or a reasonable time thereafter, and each succeeding monthly payment shall be made by the 20th of each month or within a reasonable time thereafter, so long as said Contractor faithfully executes, performs and carries out all the duties imposed upon it by the terms and provisions of the contract, until said contract expires.
- f. The contract price for the base contract shall be adjusted on July 1<sup>st</sup> in each year of the agreement beginning July 1, 2012. Contract price adjustments for renewal years shall be adjusted on July 1<sup>st</sup> of the option year. Each year beginning July 1, 2012, the then current fees will be adjusted based the percentage change in the Consumer Price index (CPI-U), U.S. Cities Average, as published by the

Department of Labor, Bureau of Statistics, for the December immediately preceding the adjustment date. Said contract shall thereafter be increased or decreased yearly. The aforementioned evaluation of said cost of living index, to determine said increase or decrease, shall be determined by the Town Administrator of the Town of Portsmouth, provided however, that any increase due to this clause shall be subject to the limitations by Federal Law or guidelines now promulgated or in the future promulgated through the Federal, State, or municipal government.

- g. The Town shall notify the Contractor in writing not less than sixty (60) days prior to the end of the contract as to the Town's intent to exercise the renewal option for an additional twelve (12) month period.
- h. In the event the Contractor fails to remove refuse or recyclables in accordance with the contract, the Town may cause the same to be removed, and the cost of such removal shall be paid by the Contractor. However, no such removal of refuse or recyclables by the Town shall be considered as a waiver of or a condition precedent, to the right of the Town to declare the contract terminated and at an end.
- i. If, at any time, the Contractor refuses or neglects to remove said refuse or recyclables in accordance with the terms of the contract, then the Town may declare said contract terminated and at an end, and the bond given hereunder for the faithful performance of said contract shall be forfeited, provided, however, that the Contractor shall not be held responsible if non-compliance is due solely to strike, fire, or an Act of God.
- j. Contractor shall not sublet or assign the contract, in whole or in part, without the prior formal approval of the Town.
- k. The Town shall have the right to inspect and weigh all trucks being used to fulfill the provisions of the contract, it being fully understood by both parties that the Town does have the right to monitor the volume of refuse.
- l. Contractor must be fully cognizant of all regulations, as amended, of the State of Rhode Island with regard to recyclable materials and their proper disposal
- m. The collection and disposal of rubbish and garbage or any waste material from commercial or industrial establishments is not a requirement of this contract. In the event the Contractor engages in such activity, it shall be as a separate and private transaction, and in no way shall it be permitted to impair or conflict with the service covered by this contract.
- n. By submitting a bid, proposer agrees and assures that he has examined the site and the specifications and those specifications are adequate.
- o. Contractor shall designate a contact person, or persons, who shall be available to the Town at all times to answer queries, provide explanations, offer advice, and resolve problems. Such contact person, or persons, shall be required to respond to the Town within three (3) hours of a Town communication.
- p. The Town shall notify the Contractor in writing not less than sixty (60) days prior

to the end of the contract as to the Town's intent to exercise the renewal option for an additional twelve (12) months period. The Contractor shall accept or reject the Town's offer to renew within five (5) business days.

- q. The Contractor shall maintain, at all times, public liability and worker's compensation insurance, and other required insurance as specified in the attachment.
- r. The Contractor shall comply with all Federal, State, and Local ordinances, rules, regulations and laws pertaining to transportation, recyclable materials, hazardous waste, disposal and disposal site(s) location and operational procedures.
- s. In the event of war any contract entered by and between the Town and the selected bidder, may be renegotiated by the Contractor awarded the contract in the event the United States of America is involved in a war, which affects the price and/or allocation of fuel. In the event the Town and the Contractor cannot reach an amicable agreement as to said negotiations, the Town and the Contractor agree that they will submit the matter to arbitration through the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.
- t. In addition to its right under other provisions of this Agreement, the Town shall be entitled to assess liquidated damages against the Contractor for its failure to perform the above obligations. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of the damages which will be sustained by the Town in the event the Contractor defaults on any of the above obligations.
- u. The Town's failure to assess liquidated damages shall not constitute a waiver of its right to hold the Contractor in default nor does the Contractor waive its right to claim and collect damages for the Contractor's default on any of its obligations under this Agreement by reason of the Town's failure to provide liquidated damage hereunder for such default.
- v. The Town shall notify the Contractor of each complaint or violation of this Agreement. It shall be the duty of the Contractor to take whatever steps necessary to remedy the cause of such complaint or violation. Failure to remedy the cause of such complaint or violation shall be considered a breach of the Agreement; and for the purpose of computing damages under the provisions of this Section, it is agreed the Town may individually deduct from payments due or to become due to the Contractor, the following amounts as liquidated damages (deductions shall take place only for weeks in which complaints and violations exceed five (5) in number):
  - w. Failure to immediately pick up waste spilled during transfer station operation or transport \$100.00 per occurrence
  - Failure to promptly pickup waste spilled during haul if Portsmouth receives complaint of such spill \$100.00 per occurrence

EQUIPMENT REQUIREMENTS:

- x. The Contractor shall provide and maintain during the entire period of this contract a fleet of solid waste and recycling collection vehicles sufficient in number and capacity to perform the work and render the services required by this contract. The vehicles must contain solid waste, yard waste, bulky waste and recyclables so that no material is spilled, leaked or blown from the vehicle during its transit to the appropriate disposal site as specified by the Town of Portsmouth. The fleet must be sufficient to handle the special requirements of adverse weather and holiday overloads. The recycling containers must be enclosed to protect the contents.
  
- y. The Contractor shall provide a list of all vehicles in service, complete with vehicle identification number, registration and Contractor control numbers, and gross vehicle weight.

Prudence Island Solid Waste Disposal  
March 2010 - February 2011

	# 40 Yd Cont. Transports	# 30 Yd Cont. Transports	Demurrage Hours	Fuel/Env Charge
March 2010	3	1	7.83	\$ 276.27
April 2010	5	2	8.31	\$ 449.41
May 2010	5	3	7.99	\$ 481.18
June 2010	9	5	12.61	\$ 803.39
July 2010	9	3	11.17	\$ 681.23
August 2010	9	6	16.83	\$ 892.39
September 2010	5	4	7.76	\$ 512.74
October 2010	4	3	5.77	\$ 458.62
November 2010	5	2	7.07	\$ 547.67
December 2010	3	0	3.54	\$ 250.73
January 2011	5	2	7.04	\$ 603.01
February 2011	4	1	5.76	\$ 486.88
<b>Totals</b>	<b>66</b>	<b>32</b>	<b>101.67</b>	<b>\$ 6,443.52</b>
<b>Average Charge</b>	<b>\$ 527.08</b>	<b>\$ 527.08</b>	<b>\$ 84.69</b>	
	<b>\$ 34,787.28</b>	<b>\$ 16,866.56</b>	<b>\$ 8,610.43</b>	<b>\$ 6,443.52</b>
			<b>Grand Total</b>	<b>\$ 66,707.79</b>

Prudence Island Ferry Schedule

4/22/11 - 6/30/11		
	Depart from Bristol	Depart from Prudence
Mon-Thurs	6:00 AM	6:25 AM
	8:00 AM	8:30 AM
"Wednesday Only"	10:00 AM	10:30 AM
	3:30 PM	4:00 PM
	5:30 PM	6:00 PM
Fri	6:00 AM	6:25 AM
	8:00 AM	8:30 AM
	3:30 PM	4:00 PM
	6:00 PM	6:30 PM
	7:30 PM	8:00 PM
Sat	8:00 AM	8:30 AM
	10:00 AM	10:30 AM
	3:30 PM	4:00 PM
Sun	10:00 AM	10:30 AM
	3:30 PM	4:00 PM
	5:30 PM	6:00 PM

7/01/11 - 9/06/11		
	Depart from Bristol	Depart from Prudence
Mon-Thurs	5:00 AM	6:25 AM
	8:00 AM	8:30 AM
	10:00 AM	10:30 AM
	3:30 PM	4:00 PM
	5:30 PM	6:00 PM
Fri	8:00 AM	6:25 AM
	8:00 AM	8:30 AM
	10:00 AM	10:30 AM
	3:30 PM	4:00 PM
	6:00 PM	6:30 PM
	7:30 PM	8:00 PM
Sat	8:00 AM	8:30 AM
	10:00 AM	10:30 AM
	3:30 PM	4:00 PM
	5:30 PM	6:00 PM
Sun	8:00 AM	8:30 AM
	10:00 AM	10:30 AM
	3:30 PM	4:00 PM
	4:40 PM	5:15 PM
	6:00 PM	6:30 PM

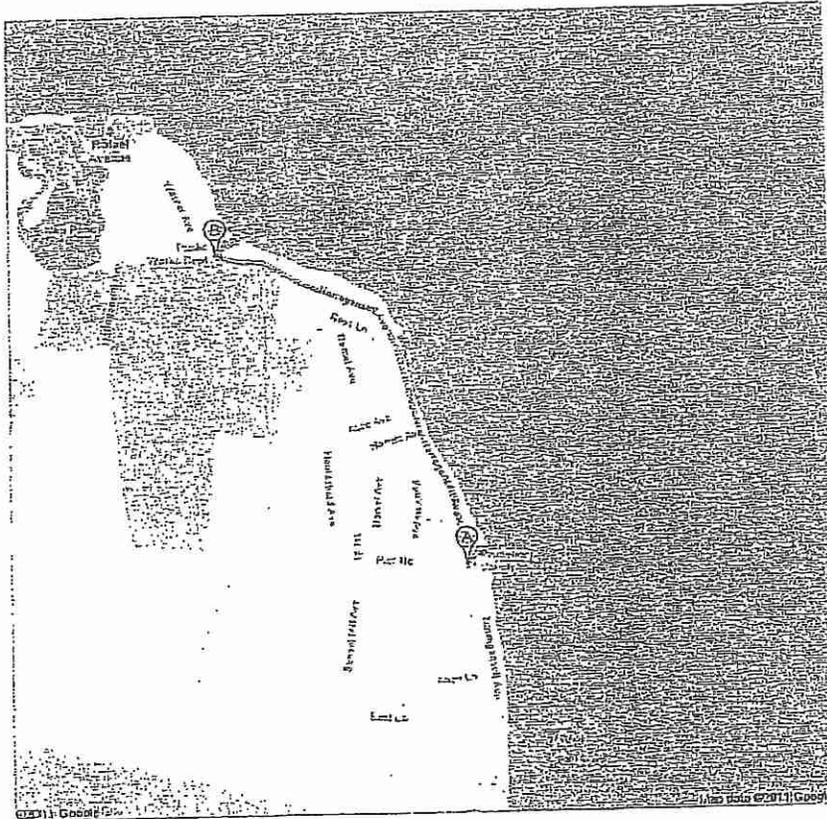
4-Jul-11		
	Depart from Bristol	Depart from Prudence
	8:00 AM	8:30 AM
	10:00 AM	10:30 AM
	3:30 PM	4:00 PM
	4:40 PM	5:15 PM
	6:00 PM	6:30 PM

4/15/2011

Google maps

Narragansett Ave to Narragansett Ave ...  
Directions to Narragansett Ave  
0.9 mi - about 2 mins

Save trees. Go green!  
Download Google Maps on your  
phone at [google.com/gmm](http://google.com/gmm)



[maps.google.com/maps?f=d&source=s...](http://maps.google.com/maps?f=d&source=s...)

## DOCUMENTS TO BE RETURNED WITH PROPOSAL

The following documents must be completed and submitted on or before the Submittal Deadline for the Proposal to be considered complete:

1. RFP and any addenda with your proposal
2. Attachment A - Bid Form
3. Non-Collusion Affidavit
4. Proposer's Statement Regarding Insurance Coverage
5. Proposer's Statement of Relevant Experience
6. Statements 1-3

### STATEMENT NO. 1:

A Statement of the specific equipment proposed to be used in performing the contract, including a statement that the equipment will be available for use in carrying out the provisions of the contract commencing on July 1, 2011.

### STATEMENT NO. 2:

A statement containing the names of companies, if any, to which the Proposer plans to sublet a part of said contract, and including a listing of the equipment to be used by each subcontractor.

### STATEMENT NO. 3:

A Certificate of Authorization in the form of a Certified Letter indicating that the person whose signature appears on the submitted bid is authorized by the Contractor to submit such bid and is authorized to do so on the behalf of the bidding Contractor.

### Additional information to be provided:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Number of employees both locally and nationally.
4. Location(s) from which employees will be assigned.
5. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
6. Company background/history and why Proposer is qualified to provide the services described in this RFP.
7. Length of time Proposer has been providing services described in this RFP. Please provide a brief description including years of service to municipalities and the state of RI.

ATTACHMENT A - BID FORM

BID FORM (must be submitted)

BID NO. P11-011

Prudence Island Solid Waste Disposal

To: Town of Portsmouth  
2200 East Main Road  
Portsmouth, RI 02871

From: \_\_\_\_\_  
Name of Proposer  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
\_\_\_\_\_  
Town, State & Zip

**CONTRACTOR'S PROPOSAL**

The undersigned Proposer agrees that he will contract with the Town of Portsmouth to provide all necessary labor, supervision, tools, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Proposal No. P11-011 for Prudence Island Solid Waste Disposal, in its entirety, all addenda, and the following documents by this reference are hereby made a part of this proposal:

- a. Request For Proposals P11-011 and all addenda
- b. Instructions and Information for Proposer
- c. Terms and Conditions
- d. Special Provisions For Services
- e. Scope of Work
- f. General Conditions
- g. Attachment A - Bid Form
- h. Non-Collusion Affidavit
- i. Proposer's Statement Regarding Insurance Coverage
- j. Proposer Statement of Relevant Experience
- k. Additional information provided by the Proposer as required, including Statement 1, 2 and 3, as applicable.

Proposer acknowledges receipt (if applicable) of Addenda Number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The Town reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

BID FORM (must be submitted)

Will the Town be paid a portion of the sales of scrap metal? Circle yes/no. If yes, specify \_\_\_\_\_ % of sale proceeds to be paid to the Town.

1a. Transportation of Solid Waste

\$ \_\_\_\_\_ Per haul per 40 yard container (all inclusive cost). Annual trip count is estimated at 66 trips per history with current contract (refer to page 14 of RFP).

1b. Optional Costing for Transportation of Solid Waste

\$ \_\_\_\_\_ Per haul per 40 yard container.

\$ \_\_\_\_\_ Demurrage (hourly rate)

\_\_\_\_\_ Estimated number of demurrage hours (annual)

\$ \_\_\_\_\_ Fuel/environmental charge (per invoice average charge). Provide attachment with sample calculation of fuel/environmental charge.

\_\_\_\_\_ Estimated annual total of fuel/environmental charges

\$ \_\_\_\_\_ Other Charge per haul (if any). Please describe in detail.

\$ \_\_\_\_\_ Total cost for 66 trips (per haul + demurrage + fuel/environmental charge + Other Charge).

2a. Transportation of Recyclables/Metals (30 yard container)

\$ \_\_\_\_\_ Per haul per 30 yard container (all inclusive cost). Annual trip counts is estimated at 32 trips per attached history with current contract (refer to page 14 of RFP).

2b. Optional Costing for Transportation of Recyclables/Metals (30 yard container)

\$ \_\_\_\_\_ Per haul per 30 yard container.

\$ \_\_\_\_\_ Demurrage (hourly rate)

\_\_\_\_\_ Estimated number of demurrage hours (annual)

\$ \_\_\_\_\_ Fuel/environmental charge (per invoice average charge). Provide attachment with sample calculation of fuel/environmental charge.

\_\_\_\_\_ Estimated annual total of fuel/environmental charges

\$ \_\_\_\_\_ Other Charge per haul (if any). Please describe in detail.

\$ \_\_\_\_\_ Total cost for 32 trips (per haul + demurrage + fuel/environmental charge + Other Charge).

\$ \_\_\_\_\_ Total 1a and 2a.

\$ \_\_\_\_\_ Optional Costing Total: 1b and 2b.

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

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

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

To Be Completed, Notarized, and Submitted With Bid (must be submitted)

PROPOSAL NO. P11-011  
Prudence Island Solid Waste Disposal

State of Rhode Island  
County of Newport

"\_\_\_\_\_, Proposer, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signed at)

\_\_\_\_\_  
Proposer name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title

**PROPOSER'S STATEMENT  
REGARDING INSURANCE COVERAGE (Must be submitted)**

PROPOSAL NO. P11-011  
Prudence Island Solid Waste Disposal

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request For Proposals No. P11-011, Prudence Island Solid Waste Disposal. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, and agrees to name the Town of Portsmouth as an Additional Insured for the work specified.

Insurance Required:

The amounts of such insurance shall not be less than the following:

Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by the State of Rhode Island.

(b) Public Liability, Bodily Injury, and Property Damage:

- |   |              |
|---|--------------|
| 1. Injury or death of one person:                       | \$ 5,000,000 |
| 2. Injury to more than one person in a single accident: | \$ 5,000,000 |
| 3. Property damage:                                     | \$ 5,000,000 |

(c) Automobile and Truck Public Liability, Bodily Injury and Property Damage:

- |   |              |
|---|--------------|
| 1. Injury or death of one person:                       | \$ 5,000,000 |
| 2. Injury to more than one person in a single accident: | \$ 5,000,000 |
| 3. Property damage:                                     | \$ 5,000,000 |

If any part of the contract is sublet, similar insurance shall be provided by, or on behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all subcontractor operations and should the Contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the Town covering every contractor, shall be filed with the Town prior to commencement of subcontractor operations.

\_\_\_\_\_  
Name of Proposer (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

TOWN OF PORTSMOUTH, RHODE ISLAND  
Addendum 1  
Prudence Island Solid Waste Disposal  
Bid # P11-011

Please reference this addendum #1 in your proposal.

- Q. Is the solid waste to be delivered to Johnston as indicated in the RFP?  
A. No. This is a change from the original RFP. The solid waste from Prudence is to be delivered to the Town's Transfer Station at 305 Hedly Street.
- Q. Are recyclables to be taken there as well?  
A. No, recyclables will need to be taken to the landfill in Johnston to be weighed.
- Q. Will a key to the Prudence Island Transfer Station gate be provided to the contractor?  
A. Yes. The contractor needs to access the transfer station promptly to be back to the ferry by 8:30 a.m.
- Q. Concerning the option for the use of compactors, can a ferry be chartered?  
A. Yes, there is an extra fee of \$100 for a chartered ferry.
- Q. Are there concrete pads and electrical connections at the PI Transfer Station?  
A. There are 2 concrete pads there, but not electrical. If you are proposing to use compactors, please factor in the cost of electrical installations to the site and identify it as such.
- Q. How does one arrange a visit to Prudence Island?  
A. Wednesday is the best day to visit. Please contact Brian Woodhead, Deputy Public Works Director at 683-0362.
- Q. Will the Town provide any equipment?  
A. No, all disposal equipment is to be provided by the contractor.
- Q. Would the Town consider buying or leasing compactor units?  
A. The Town will consider such options if provided in the proposal.
- Q. Is paper and cardboard considered a mixed load?  
A. Yes.
- Q. Will the contractor be responsible for disposing of white goods or mattresses?  
A. No, the Town will dispose of these items.
- Q. Are two 40 yard containers needed?  
A. Yes.
- Q. Can a 50 yard container be used?  
A. No. The height of the 50 year container will make it difficult for the residents to lift over the sides of the 50 yard container.

TOWN OF PORTSMOUTH, RHODE ISLAND  
Addendum 1  
Prudence Island Solid Waste Disposal  
Bid # P11-011

Q. Are there height restrictions on the ferry?

A. No. The weight restriction is 30 tons on the ramp leading to the ferry.



## Roll Off SERVICE AGREEMENT NON-HAZARDOUS WASTES

Waste Management of New Hampshire, Inc.  
Cheshire Sanitation (Keene USA) (459)  
26 Patriots Place Suite 300  
Foxboro, MA 02035  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

CUSTOMER ACCOUNT # 127-15878  
SIC CODE \_\_\_\_\_  
MAP GRID \_\_\_\_\_  
EFFECTIVE DATE 7/1/2011  
LAST API DATE \_\_\_\_\_

Account Name: PRUDENCE ISLAND TRANSFER  
Service Address: 1 NECK FARM RD  
Address #2: \_\_\_\_\_  
City, State, Zip: PRUDENCE ISLAND St RI  
Phone/Fax: +01-683-2866 Fax  
Contact: PRUDENCE ISLAND TRANSFER STAT  
E-Mail: rdriscoll@portsmouthri.com  
Mobile Phone: \_\_\_\_\_  
County: \_\_\_\_\_

Billing Name: TOWN OF PORTSMOUTH  
Billing Address: 2200 EAST MAIN RD  
Address #2: \_\_\_\_\_  
City, State, Zip: PORTSMOUTH St RI  
Phone/Fax: +01-683-9118 Fax +01-683-1916  
Contact: \_\_\_\_\_  
E-Mail: rdriscoll@portsmouthri.com  
Mobile Phone: \_\_\_\_\_  
County: \_\_\_\_\_

No Are the Service and Billing addresses the same?

Reason	Sys	QTY	Size	Waste Type	Wheels	Owner ship	Freq	M	T	W	TH	F	S	Extra Pickup Rate	Charge(s)
IPI	ROPerm	2	40T	MSW		WM	On Call								\$ 620.00 per Haul
IPI	ROPerm	1	30Y	e		WM	On Call								\$ 575.00 per Haul
IPI	ROPerm	1	30Y	Cardboard		WM	On Call								\$ 575.00 per Haul
IPI	ROPerm	1	30Y	Metal		WM	On Call								\$ 575.00 per Haul
Total															\$ - per Month

Reason	Sys	QTY	Size	Waste Type	Wheels	Owner ship	Freq	M	T	W	TH	F	S	Extra Pickup Rate	Charge(s)
															\$ - per Month
															\$ - per Month
															\$ - per Month
															\$ - per Month
															\$ - per Month
															\$ - per Month
															\$ - per Month
															\$ - per Month
															\$ - per Month
															\$ - per Month
Total															\$ - per Month

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this Agreement:

Container pull/push out required? \_\_\_\_\_  
 Container behind gate or enclosure? \_\_\_\_\_  
 Customer's waste materials does not exceed an average weight of \_\_\_\_\_ lbs/yrd

Net Charge \$ - per Month

\* A fuel surcharge and environment cost recovery charge, calculated as a percentage of the Charge(s) will be included on your invoice. Information about the Fuel /Environmental Charge can be found on our website at [www.wm.com](http://www.wm.com) under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account, the Recycle Material Offset fee (RMO/RML/RMR) will be included on your invoice. This fee may vary from month to month based upon the recyclable material commodity market conditions.

SPECIAL INSTRUCTIONS/CONTAINER PLACEMENT \_\_\_\_\_  
 DRIVING DIRECTIONS: \_\_\_\_\_  
 PRICING IS ALL INCLUSIVE AND PER HAUL NEW RATES EFFECTIVE 7/1/11 - PER BID # P11-011 **NO FUEL / NO ENVIRONMENTAL CHARGES**

Term 36 Months Renewable No  
 PO Number \_\_\_\_\_ Perm/Temp \_\_\_\_\_  
 Job Number \_\_\_\_\_ Bill-To Acct# \_\_\_\_\_  
 Taxable \_\_\_\_\_ Customer Deposit \_\_\_\_\_  
 Receipt Required \_\_\_\_\_  
 Disposal Site \_\_\_\_\_

FOR INTERNAL USE ONLY

Parent Unique ID \_\_\_\_\_

SCHEDULE OF CHARGES* AS REQUIRED	
Container Usage Fee	\$ - /Month
Delivery Charge	waive
Relocation Charge	\$ -
Trip Charge (Disable to Service)	waive
Container Exchange Charge	waive
Removal Fee	waive
Extra Pickup (per lift)/Overage (Per Yard)	waive
Locks	waive
Customer Service Assisted Payment Charge	waive
Administrative Fee	\$ - /Invoice
Rolloff Minimum Tons	

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: DUE UPON RECEIPT

Customer PRUDENCE ISLAND TRANSFER  
 (Authorized Signature) \_\_\_\_\_  
 (Title) Town Administrator (Date) 6/20/11  
 NAME (Print or Type) Robert Daisoul

Waste Management of New Hampshire, Inc.  
 (Authorized Signature) \_\_\_\_\_  
 AM - HEATHER LEGER (Date) 6/22/11  
 (Sales Person Name) \_\_\_\_\_  
 (Paperwork Completed By) \_\_\_\_\_

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste and Recyclable Materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, but Customer shall complete a Waste Profile for such Special Waste which has been approved by Company in writing. Recyclable Materials shall include any type of material that can be recycled or recovered whether separated or not separated from other Waste Materials prior to collection. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Waste Materials provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. SERVICE GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date.

3. PAYMENTS. Any customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment.

4. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

5. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall

not be responsible for any damage to the Customer's property resulting from the provision of services.

6. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential or incidental damages arising out of the performance of this Agreement.

7. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or government orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) Any blanks or unfilled or unmarked boxes or spaces on this first page shall be deemed to be inapplicable and not affect the validity of this Agreement. (g) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

8. The Town's Request for Proposals No. P11-011 and Waste Management's Proposal dated May 26, 2011 are hereby incorporated by reference into this Agreement.



# TOWN OF PORTSMOUTH

2200 East Main Road / Portsmouth, Rhode Island 02871 / [www.portsmouthri.com](http://www.portsmouthri.com)

Richard A. Rainer Jr.  
Town Administrator

(401) 683-3255  
Fax (401) 683-6804  
[rrainer@portsmouthri.com](mailto:rrainer@portsmouthri.com)

**TO: Honorable Town Council**

**FROM: Richard A. Rainer, Jr.**

**DATE: June 16, 2016**

**RE: Renewal of Transfer Station Management Contract**

The Town's contract with J.R. Vinagro Corporation expires on June 30, 2016. According to the terms of the contract, "The term of the base contract shall be from July 1, 2013 through and including June 30, 2016. The Town shall have a twelve (12) month renewal option on an annual basis for a maximum of three (3) additional years. The option to renew shall be at the Town's sole discretion."

I request approval of renewal of the J.R. Vinagro Corporation contract for the year July 1, 2016 through June 30, 2017.



Richard A. Rainer, Jr.

RAR/bar

Attachment

AGREEMENT

J.R. VINAGRO CORPORATION  
AND  
THE TOWN OF PORTSMOUTH, RHODE ISLAND

TRANSFER STATION OPERATION  
AND SOLD WASTE & RECYCLABLES TRANSPORTATION

THIS AGREEMENT, made as of the 1<sup>st</sup> day of July, 2013, by and between J.R. VINAGRO CORPORATION, a Rhode Island corporation ("Vinagro"), and THE TOWN OF PORTSMOUTH, RHODE ISLAND (the "Town").

WITNESSETH:

WHEREAS, the Town issued "INVITATION FOR BID, TRANSFER STATION OPERATION AND SOLID WASTE & RECYCLABLES TRANSPORTATION, BID NUMBER: P13-016", dated April 2013; and

WHEREAS, in response to said Invitation for Bid, Vinagro submitted a Bid Proposal to the Town dated May 16, 2013; and

WHEREAS, on May 28, 2013, the Town Council of the Town of Portsmouth voted to award to Vinagro a contract for pursuant to said Invitation and Bid Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vinagro and the Town hereby agree as follows:

1. SCOPE OF SERVICES. Vinagro shall provide all the labor, work, services, materials, tools and equipment as set forth in the "INVITATION FOR BID, TRANSFER STATION OPERATION AND SOLID WASTE & RECYCLABLES

TRANSPORTATION, BID NUMBER: P13-016", dated April 2013, a copy of which is annexed hereto collectively as "Exhibit A" and made a part hereof (hereinafter referred to as "Invitation for Bid").

2. TERM. The term of the base contract shall be from July 1, 2013 through and including June 30, 2016. The Town shall have a twelve (12) month renewal option on an annual basis for a maximum of three (3) additional years. The option to renew shall be at the Town's sole discretion.

3. COMPENSATION. The Town agrees to compensate Vinagro in accordance with the terms of Vinagro's Bid Proposal dated May 16, 2013, as follows:

- I. Transfer Station Operation (5 days per week with 2 evenings until 7:00 p.m.) Lump sum cost to operate transfer station for solid waste and recycling operations:

One Hundred Thirty-Five Thousand, Eight Hundred Ninety-Seven Thousand and 44/100 Dollars (\$135,897.44) per year.

The costs include processing of household bulky waste and appliances, and the cost of recycling scrap metal. The Town shall be paid 100% of the proceeds of the sale of scrap metal.

- II. Transportation (Solid Waste and Recyclables):

Twenty-One and 53/100 Dollars (\$21.53) per ton.

ADDITIONAL CONTRACT PROVISIONS. This Agreement incorporates herein by reference, and Vinagro shall comply with, all the terms, conditions, requirements and provisions as set forth in the Invitation for Bid, including without limitation the "Facility Operation Plan for the Portsmouth Transfer Station", Attachment A to the Invitation for Bid.

5. INDEMNIFICATION. Vinagro shall indemnify, hold harmless and pay for the defense of the Town and any of their officers, agents or employees against any and all

suits, claims or liability of every name and nature arising out of or in consequence of the acts of Vinagro in performance of the work covered by this Agreement and/or the failure to comply with the terms and conditions of said Agreement, whether by itself or its employees, subcontractors or consultants. The terms of this indemnification shall survive the termination and/or completion.

6. NOTICE. Any notice provided or permitted to be given under this agreement shall be sufficient if in writing and delivered personally to the following addresses or deposited into the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party shall specify in writing.

If to the Town:           Town of Portsmouth  
                                  2200 East Main Road  
                                  Portsmouth, RI 02871  
                                  Attention: John C. Klimm, Town Administrator

If to Vinagro:            J.R. Vinagro Corporation  
                                  2208 Plainfield Pike  
                                  Johnston, RI 02919  
                                  Attention: Joseph R. Vinagro, President

7. AMENDMENT. This Agreement may not be amended, altered or modified except by an amendment executed by the Town and Vinagro.

8. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Rhode Island.

9. ENTIRE AGREEMENT. This Agreement embodies the complete agreement and understanding by and among the parties and supersedes and preempts any prior

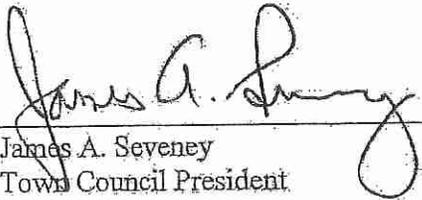
understandings, agreements, or representation by, between, or among, the parties, written or oral, which may have been related to the subject matter hereof in any way.

IN WITNESS WHEREOF the parties have executed this Contract as of the date first above written.

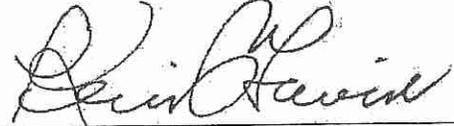
**J.R. VINAGRO CORPORATION**

BY:   
\_\_\_\_\_  
Joseph R. Vinagro  
President

**TOWN OF PORTSMOUTH**

BY:   
\_\_\_\_\_  
James A. Seveney  
Town Council President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kevin P. Gavin  
Portsmouth Town Solicitor

**TOWN OF PORTSMOUTH, RHODE ISLAND  
INVITATION FOR BID  
TRANSFER STATION OPERATION  
AND  
SOLID WASTE & RECYCLABLES TRANSPORTATION  
BID NUMBER: P13-016**

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April 2013

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**TOWN OF PORTSMOUTH, RHODE ISLAND**  
**Invitation for Bid**  
**Transfer Station Operation – BID #P13-016**

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The Town of Portsmouth, Rhode Island is seeking bids for the operation of its Transfer Station and for the transportation for final disposal of municipally acceptable household refuse and recyclables. Tonnage information is included in the Facility Operations Plan (Attachment A.)

Sealed bids will be received by the Finance Officer of the Town of Portsmouth, Rhode Island, until **2:00 PM.**, local time, on:

May 17, 2013

The bid opening will occur at the Finance Office, Town Hall, at which time bids received will be publicly opened and read, for **Transfer Station Operation Bid #P13-016**.

All bids shall be made on the forms furnished and shall be enclosed in a sealed envelope marked **"Transfer Station Operation Bid #P13-016"** and directed to the attention of the Finance Director, Town of Portsmouth, Rhode Island, Town Hall, 2200 East Main Road, Portsmouth, Rhode Island 02871. Each bid shall be accompanied by a check or bid bond in the amount of five percent (5%) of the Base Scenario bid, payable to the order of the Town of Portsmouth, Rhode Island. The successful bidder will be required to furnish a performance and payment bond in the amount equal to the contract award.

Questions regarding the Statement of Work should be directed to the Town Administrator at 401-683-3255.

A mandatory Pre-Bid Conference will be held at 10:00 a.m. on May 3, 2013 in the Council Chambers, 1st floor, Town Hall, 2200 East Main Road, Portsmouth, RI. Parties that do not attend the pre-bid conference will be denied the opportunity to submit a bid for this contract. The Town shall provide written responses to questions or requests for interpretation made at the pre-bid conference in the form of an addendum to the bid documents. It is suggested all prospective bidders visit the Transfer Station, located at the corner of Hedly Street and West Main Road, to familiarize themselves with the operation and equipment needs of the contract. There will not be a formal site visit.

The Town reserves the right to reject any and all bids or to accept any bids deemed to be for the best interest of the Town.

Contractor must furnish sufficient labor and equipment to operate and maintain the Transfer Station and to haul any and all solid waste and recyclables to their final disposal site. The Station is a Town-owned facility at which Portsmouth residents drop off their solid waste and recyclables. Commercial solid waste and solid waste transported by private trash haulers is not accepted at the Transfer Station. Operation of the Transfer Station will be in accordance with the Facility Operation Plan (Attachment A). Disposal sites are Central Landfill (solid waste) and the Materials Recovery Facility (MRF) (recyclables), in Johnston, RI. Both sites are operated by the RI Resource Recovery Corporation. Tipping fees will be paid separately by the Town and are not part of this Invitation for Bid (IFB).

## INFORMATION FOR BIDDERS

### 1. WORK INCLUDED

The Contractor shall furnish all labor, materials, tools and equipment necessary to perform the services of this contract as detailed in the Statement of Work. The bidder shall make all investigations necessary regarding the services to be furnished and must certify that he/she has reviewed and is familiar with the specifications, the scope of the work, and the bid document.

### 2. FORM OF BID

Each bid must be made upon forms contained herein. Requested documentation must accompany the completed bid form. The blank spaces in the bid must be filled in correctly where indicated for each item and the bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The bidder shall sign his bid correctly. If the bid is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or corporation, the bid must be signed by an official of the firm, partnership, or corporation authorized to sign contracts and must show also the post office address of the firm, partnership, or corporation.

Bids submitted must contain this entire document. No changes shall be made in the phraseology, or in the items mentioned therein. Bids must include the name and proper address of the proposer, and must be signed by a responsible member of the firm with his/her signature and title. Bids which are not complete, or which contain any omissions, erasures, alterations or irregularities of any kind may be rejected as informal.

### 5. IRREGULAR BIDS

Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids different from what is specified, or irregularities of any kind. Bids which are considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected.

### 6. TERM OF CONTRACT

The term of the base contract will be for thirty six (36) months, commencing July 1, 2013 and expiring on June 30, 2016 inclusive, and shall have a twelve (12) month renewal option on an annual basis for a maximum of three (3) additional years thereafter. The option to renew shall be at the Town's sole discretion.

### 7. COMPETENCY OF BIDDERS

Bidders shall be experienced in the kind of work to be performed and shall have the necessary equipment therefore and sufficient capital to properly execute the work within

the time allowed. Bids received from bidders who previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that he has the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. It also may be rejected if he is already obligated for the performance of other work that would delay the commencement, prosecution or completion of the work. The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request.

#### **8. EQUIPMENT AND MATERIALS**

The Town reserves the right to determine if equipment or materials, which comply substantially in quality and performance with the specifications, are acceptable to the Town, and if any variances listed by the proposer in his/her bid is material or immaterial. The Town may reject any bid that entails the use of any equipment or materials it deems unacceptable, in the Town's sole discretion.

#### **9. CERTIFIED CHECK OR BID BOND**

Each bid must be accompanied by a certified check or bid bond in the sum of five per cent (5%) of the total amount of the Base Scenario bid (12 month period), satisfactory to and payable to the order of the Town. The firm issuing the bid bond shall be licensed or have surplus line approval to do business in the State of Rhode Island. Within a reasonable time, said security will be returned to all but the successful Contractor. The remaining security will be returned after the Town and Contractor have executed the contract.

#### **10. PERFORMANCE AND PAYMENT BOND**

The successful bidder, at the time of the execution of the contract, must deposit with the Town a surety company bond (or bonds) for the satisfactory performance of the work and the payment of all debts pertaining to materials and labor used or employed in the execution of the contract. The cost of said Performance and Payment Bond shall be paid by the Contractor. Said Performance and Payment Bond shall be in an amount equal to the amount of the contract award for the full bid amount. The Contractor shall furnish a performance and Payment Bond for 100% of the total price for each year of the term of the contract and for any extension periods under the terms of this agreement, before the contract extension period begins. The firm issuing the surety bond shall be licensed or have surplus line approval to do business in the State of Rhode Island.

#### **11. EXECUTION OF CONTRACT**

The party to whom the Contract is awarded or his authorized representative will be required to execute the Contract within ten (10) days (not including Sunday) from the date of the award, and, in case of his failure or neglect so to do, the Town may, at its option, determine that the bidder has abandoned the Contract, and thereupon the bid and

acceptance shall be null and void, and the security accompanying the bid shall be forfeited to the Town.

## 12. CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Rhode Island as will protect himself, his sub-contractors, and the Town from claims for bodily injury, death or property damage which may arise from operations under this contract. The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he shall have filed the certificate of insurance or the certified copy of the insurance policy with the Town. All certificates of insurance shall be delivered to the Town and contain true transcripts from the policy(ies), authenticated by the proper officer of the insurer evidencing, in particular, the insured, the extent of insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause and including the Town as an additional insured. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Town of intention to cancel. The amounts of such insurance shall not be less than the following:

- (a) Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by the State of Rhode Island.
- (b) Public Liability, Bodily Injury, and Property Damage:
  - 1. Injury or death of one person: \$ 3,000,000
  - 2. Injury to more than one person in a single accident: \$ 3,000,000
  - 3. Property damage: \$ 3,000,000
- (c) Automobile and Truck Public Liability, Bodily Injury and Property Damage:
  - 1. Injury or death of one person: \$ 3,000,000
  - 2. Injury to more than one person in a single accident: \$ 3,000,000
  - 3. Property damage: \$ 3,000,000

If any part of the contract is sublet, similar insurance shall be provided by, or on behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all subcontractor operations and should the Contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the Town covering every contractor, shall be filed with the Town prior to commencement of subcontractor operations.

## 13. RESPONSIBILITY OF CONTRACTOR

The Contractor shall hold harmless, defend, and indemnify the Town and its officers, agents and employees against all claims, demands and actions, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including all attorneys fees and costs), including, but not limited to: liability for pollution, environmental or natural resource damage or restoration, nuisance,

hazardous waste liability, bodily injury, sickness and/or disease, including death, and loss of or damage to property, which may arise out of the Contractor's failure to comply with its obligations under this contract.

**14. EXPERIENCE AND REFERENCES**

The Contractor will provide in writing, details of comparable experience with a municipal collection/hauling contract in at least one Town, preferably more, approximate in size, character and population to the Town of Portsmouth. This written explanation will include the names, addresses and phone numbers of officials from the cities/towns in which the collection/hauling contract was performed, so that those persons may be contacted to provide references for the Contractor as to the performance of said contract.

**15. INTERPRETATIONS**

If any person contemplating submitting bids for the proposed work is in doubt as to the true meaning of any part of these proposed Contract documents, he may submit to the Town a written request for an interpretation thereof. Any interpretation of such documents will be made only by addenda duly issued and a copy of each addendum will be mailed, emailed or delivered to each person receiving a set of said documents. The Town will not be responsible for any other explanations or interpretations of such documents that anyone presumes to make on behalf of the Town before expiration of the time set for the receipt of bids.

**16. RIGHT TO REJECT**

The Town of Portsmouth reserves the right to award the contract by item and further reserves the right to reject any and all bids or parts thereof, to waive any informality and to accept the bid, or parts thereof, which it deems to be most favorable to the best interest of the Town of Portsmouth. The Town reserves the right to select bids other than the lowest responsive and/or responsible bidder and shall consider factors other than price in determining which bid is most advantageous to the Town.

**17. WITHDRAWAL OF BIDS**

- a. If a bidder wishes to withdraw his bid, he may do so before the time fixed for the opening of bids by communicating his purpose to the Town. Upon such notice, the bid will be handed to him unopened. Telephonic submissions or withdrawals will not be accepted. No bid may be withdrawn for a period of ninety (90) days from the time and date of acceptance.
- b. Negligence on the part of a Contractor preparing a bid confers no rights for withdrawal of said bid after it has been received.

**18. COMMENCEMENT OF CONTRACT**

The successful bidder shall commence work under this contract on July 1, 2013.

**19. SAFETY AND HEALTH REGULATIONS**

All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations and ordinances.

## 20. TAXES

The bidder's attention is directed to the fact that certain taxes, including Federal excise and/or Rhode Island Use Taxes are not applicable to Town work. The Town will execute exemption certificates for the materials and equipment used in the work.

## 21. GENERAL CONDITIONS

- a. Work shall be conducted by the Contractor under the supervision of the Town Administrator or his designee and shall be carried out in accordance with the ordinances and regulations of the Town which govern rubbish and garbage collections, as the same may from time to time be amended; provided, however, that such regulations shall not be amended so as to substantially change the obligations imposed upon the Contractor without adjustment to the compensation payable to the Contractor as provided.
- b. All refuse shall be transported in modern, properly maintained vehicles and transported directly to the Central Landfill. Sifting will not be allowed.
- c. Refuse from industrial or commercial establishments and debris from large remodeling or any building and construction operations or the demolition of buildings will not be accepted at the Transfer Station.
- d. The Contractor shall comply with all Federal, State and local ordinances, laws, rules and regulations pertaining to transportation, disposal and disposal site locations and operational procedures. This includes recyclable materials.
- e. The Town will pay the contracted yearly amount in twelve (12) monthly installments. The first monthly installment shall be made by the 31st day of August, 2013 or a reasonable time thereafter and each succeeding monthly payment shall be made by the 20th of each month or within a reasonable time thereafter; so long as said Contractor faithfully executes, performs and carries out all the duties imposed upon it by the terms and provisions of the contract, until said contract expires.
- f. The contract price for the base contract shall be adjusted on July 1<sup>st</sup> in each year of the agreement beginning July 1, 2014. Contract price adjustments for renewal years shall be adjusted on July 1<sup>st</sup> of the option year. Each year beginning July 1, 2014, the then current fees will be adjusted based the percentage change in the Consumer Price index (CPI-U), U.S. Cities Average, as published by the Department of Labor, Bureau of Statistics, for the December immediately preceding the adjustment date. Said contract shall thereafter be increased or decreased yearly. The aforementioned evaluation of said cost of living index, to determine said increase or decrease, shall be determined by the Town Administrator of the Town of Portsmouth, provided however, that any increase due to this clause shall be subject to the limitations by Federal Law or guidelines now promulgated or in the future promulgated through the Federal, State, or municipal government.

- g. The Town shall notify the Contractor in writing not less than sixty (60) days prior to the end of the contract as to the Town's intent to exercise the renewal option for an additional twelve (12) month period.
- h. In the event the Contractor fails to remove refuse or recyclables in accordance with the contract, the Town may cause the same to be removed, and the cost of such removal shall be paid by the Contractor. However, no such removal of refuse or recyclables by the Town shall be considered as a waiver of or a condition precedent, to the right of the Town to declare the contract terminated.
- i. If, at any time, the Contractor refuses or neglects to remove said refuse or recyclables in accordance with the terms of the contract, then the Town may declare said contract terminated, and the bond given hereunder for the faithful performance of said contract shall be forfeited, provided, however, that the Contractor shall not be held responsible if non-compliance is due solely to strike, fire, or an Act of God.
- j. Contractor shall not sublet or assign the contract, in whole or in part, without the prior formal approval of the Town.
- k. The Town shall have the right to inspect and weigh all trucks being used to fulfill the provisions of the contract, it being fully understood by both parties that the Town does have the right to monitor the volume of refuse.
- l. Contractor must be fully cognizant of all regulations, as amended, of the State of Rhode Island with regard to recyclable materials and their proper disposal
- m. The collection and disposal of rubbish and garbage or any waste material from commercial or industrial establishments is not a requirement of this contract. In the event the Contractor engages in such activity, it shall be as a separate and private transaction, and in no way shall it be permitted to impair or conflict with the service covered by this contract.
- n. By submitting a bid, proposer agrees and assures that he has examined the site and the specifications and those specifications are adequate.
- o. Contractor shall designate a contact person, or persons, (with the names, titles, and cell phone numbers) who shall be available to the Town at all times to answer queries, provide explanations, offer advice, and resolve problems. Such contact person, or persons, shall be required to respond to the Town within three (3) hours of a Town communication.
- p. The Town shall have the right to discontinue the use of a transfer station at any time. The Town shall provide a thirty (30) day written notice to the Contractor if it intends to discontinue the use of the transfer station.
- q. The use of a transfer station shall also be subject to approval by the RIRRC. The transfer station building may undergo rehabilitation or renovation during the next

24 months.

- r. The Town shall notify the Contractor in writing not less than sixty (60) days prior to the end of the contract as to the Town's intent to exercise the renewal option for an additional twelve (12) months period. The Contractor shall accept or reject the Town's offer to renew within five (5) business days.
- s. The Contractor shall maintain, at all times, public liability and worker's compensation insurance, and other required insurance as specified in the Information for Bidder's document.
- t. The Contractor shall comply with all Federal, State, and Local ordinances, rules, regulations and laws pertaining to transportation, recyclable materials, hazardous waste, disposal and disposal site(s) location and operational procedures.
- u. In the event of war any contract entered by and between the Town and the selected bidder, may be renegotiated by the Contractor awarded the contract in the event the United States of America is involved in a war, which affects the price and/or allocation of fuel. In the event the Town and the Contractor cannot reach an amicable agreement as to said negotiations, the Town and the Contractor agree that they will submit the matter to arbitration through the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.
- v. The Town reserves the right to require the Contractor to remove any personnel from the Transfer Station Operation found to be performing in an unprofessional demeanor or found to have outstanding criminal warrants.
- w. In addition to its right under other provisions of this Agreement, the Town shall be entitled to assess liquidated damages against the Contractor for its failure to perform the above obligations. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of the damages which will be sustained by the Town in the event the Contractor defaults on any of the above obligations.
- x. The Town's failure to assess liquidated damages shall not constitute a waiver of its right to hold the Contractor in default nor does the Contractor waive its right to claim and collect damages for the Contractor's default on any of its obligations under this Agreement by reason of the Town's failure to provide liquidated damage hereunder for such default.
- y. The Town shall notify the Contractor of each complaint or violation of this Agreement. It shall be the duty of the Contractor to take whatever steps necessary to remedy the cause of such complaint or violation. Failure to remedy the cause of such complaint or violation shall be considered a breach of the Agreement; and for the purpose of computing damages under the provisions of this Section, it is agreed the Town may individually deduct from payments due or to become due to the Contractor, the following amounts as liquidated damages (deductions shall take place only for weeks in which complaints and violations exceed five (5) in

number):

- z. Failure to immediately pick up waste spilled during transfer station operation or transport \$100.00 per occurrence

Failure to promptly pickup waste spilled during haul if Portsmouth receives complaint of such spill \$100.00 per occurrence

Note: these liquidated damages are separate from, and in addition to, any fines/penalties which may be imposed by DEM, the EPA or any other party against the contractor.

#### EQUIPMENT REQUIREMENTS:

- aa. The Contractor shall provide and maintain during the entire period of this contract a fleet of solid waste and recycling collection vehicles sufficient in number and capacity to perform the work and render the services required by this contract. The vehicles must contain solid waste, yard waste, bulky waste and recyclables so that no material is spilled, leaked or blown from the vehicle during its transit to the appropriate disposal site as specified by the Town of Portsmouth. The fleet must be sufficient to handle the special requirements of adverse weather and holiday overloads.
- bb. The Contractor shall provide a list of all vehicles in service, complete with vehicle identification number, registration and Contractor control numbers, and gross vehicle weight.
- cc. The Contractor shall provide additional containers, in addition to the five 30 - yard Town -owned containers, if needed.

### Scope of Work - Transfer Station

The Town of Portsmouth is the owner of a trash compaction and transfer station on Hedly Street in Portsmouth to which Portsmouth residents currently drop off trash and recyclables. Operation of the Transfer Station involves receiving such trash and transporting it to an approved facility consistent with the Town's Facility Operation Plan.

#### Responsibilities of Contractor:

1. Remove collected refuse from the Transfer Station in vehicles supplied by Contractor. Said vehicles shall be of type, quality and quantity to perform the work specified, in a good and workmanlike manner to ensure the efficient operation of the Transfer Station. Transportation and disposal shall be in accordance with all applicable municipal, State, and Federal regulations and laws.
2. Accept bulky, solid waste items (see current fee schedule), receive a payment, provide a receipt, and provide receipts and documentation to the Finance Department who normally will pick up these receipts and payments each week.
3. Staff the Transfer Station during its normal hours of operation at a level and in a manner sufficient to ensure the efficient operation of the Station. The normal hours of operation shall be from 7:30 a.m. to 4:00 p.m. Mondays, Fridays, and Saturdays and 7:30 a.m. to 7:00 p.m. Tuesdays and Thursdays. Staffing shall include at least one full time employee at the Station who will supervise the Station operation and the use of the Station by the public. This supervision will include the enforcement of the rules and regulations governing Station use promulgated by the Town. Special care will be taken to avoid traffic back ups. Both pits will be open at all times except when one may be closed without adverse impact on traffic flow. The facility has a metals recycling container and an igloo for waste oil. The Contractor will haul the metals recycling container to a location where the Town will be compensated for the scrap metal. Contractor must specify in its bid whether the cost of this activity is included in its bid and whether the Town will be paid all or a portion of the proceeds from the sale of the scrap metal. Closure of the Transfer Station due to impending storms or other extraordinary circumstance will only take place after authorization is obtained from the Town Administrator or his designee. Closure without authorization will be considered grounds for breach of contract and may result in contract termination.

Alternate A: The cost of the Contractor providing an additional employee who would be present during all hours of operation and would monitor Station access (limited to those with valid Transfer Station stickers) may be provided as an option.

4. Contractor shall operate the Transfer Station in accordance with the Facility Operations Plan as the same may, from time to time, be amended. Contractor shall be responsible for the preparation and filing of any and all reports required by regulatory bodies during the period of the contract.
5. Contractor shall maintain the facility consistent with good practice and the Facility Operations Plan, and shall perform minor repairs and replacements, including painting, general upkeep, daily litter pick up, snow plowing and grass cutting. The Contractor is

responsible for cutting the grass and trimming the shrubs at the Transfer Station part of the normal upkeep.

6. Major repairs, defined as a repair on a single item or component of the Station in excess of one thousand dollars (\$1,000.00), shall be the responsibility of the Town.
7. On a quarterly basis, Contractor shall provide the Town with a detailed written maintenance report, which shall advise the Town of all work done by the Contractor on the facility and critically assess the Station's needs for major repairs. The Transfer Station and all equipment and vehicles used by the Contractor, shall be kept and maintained in a sanitary, neat, and well repaired condition.
8. The Town will maintain a separate, facility preventive maintenance contract with a qualified vendor.
9. Contractor and the Town shall, from time to time, promulgate such rules as shall prove necessary to maintain the efficient operation of the Station. Public Works vehicles will be allowed to move to the head of the line so as to minimize Town operating expenses.
10. The Contractor shall allow the solid waste from the Prudence Island transfer station to be transferred to compacted containers at the Hedly Street transfer station operation. The Contractor will then be responsible for including the Prudence Island solid waste in the Town's solid waste tonnage being transported to the central landfill. The most recent annual tonnage figures for all categories are shown in Attachment A.

#### **Scope of Work - Drop-Off Recycling Program.**

The Town operates a drop-off recycling program in accordance with the rules and regulations for such programs promulgated by the Rhode Island Resource Recovery Corporation (RIRRC) with collected recyclables transported to the RIRRC facility in Johnston. The Town owns five 30-yard recycling containers which are located at the Transfer Station. Said containers are designated for either paper/cardboard material or "mixed" recycled material consisting of glass, tin, plastic, etc. The Town is obligated to comply with all terms and conditions of the Recyclables Transfer Policy promulgated by RIRRC. Contractor is required to maintain the facility open and with available space for resident users with as many containers as necessary for recyclables at all times.

Alternate B. Contractor shall provide the same service as described in the paragraph above, but shall also provide containers with compaction units for the recyclable material which shall be transported after compaction. The Town is seeking innovative solutions to increase its recycling rate.

#### **Vendor Qualifications.**

1. Must have, or be able to obtain, all equipment necessary to provide requested service at the time of award of contract.
2. Must have experience in operation of Collection/Transfer Stations. (provide one example, at a minimum)

Facility Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Facility Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

**Execution of Offer.**

By executing this offer, proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any person in connection with the submitted offer.

By signing this document, the proposer certifies that neither the proposer nor the firm, corporation, partnership or institution has communicated directly or indirectly this offer to any competitor or any other person engaged in such line of business.

Failure to sign the offer, or signing it with a false statement, shall void said offer, and the offerer may be barred from future contracts with the Town.

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_

## BID FORM (must be submitted)

1. Transfer Station Operation (5 days per week with 2 evenings until 7:00 p.m.)

\$ \_\_\_\_\_ per year. Includes processing of household bulky waste and appliances. Put N/A here if per ton cost is provided below.

\_\_\_\_\_  
(Amount in writing)

Is the cost of recycling included in the above figure? Circle yes/no. If not, specify the additional amount of \$ \_\_\_\_\_ and revised total amount of \$ \_\_\_\_\_. Put N/A here if per ton cost is provided below.

Will the Town be paid a portion of the sales of scrap metal? Circle yes/no. If yes, specify \_\_\_\_\_ % of sale proceeds to be paid to the Town.

1. a. Alternate A ( optional). Second Employee to monitor Station access.

\$ \_\_\_\_\_ per year , Total Combined Amount \$ \_\_\_\_\_ per year.

1. b. Alternate B. (optional). Additional cost of providing containers with compaction units.

\$ \_\_\_\_\_ per year

\_\_\_\_\_  
(amount in writing)

2. Transportation of Solid Waste

\$ \_\_\_\_\_ per ton (put N/A here if annual cost is provided above).

\_\_\_\_\_  
(amount in writing)

3. Transportation of Recyclables (without compaction stations with containers)

\$ \_\_\_\_\_ per ton (put N/A here if annual cost is provided above).

\_\_\_\_\_  
(amount in writing)

3a. Related to Alternate D. Transportation of Recyclables (with compaction stations with containers)

\$ \_\_\_\_\_ per ton (put N/A here if annual cost is provided on next line).

\$ \_\_\_\_\_ per year (put N/A here if per ton cost is provided on previous line).

\_\_\_\_\_  
(amount in writing)

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

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

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**Bid Bond Document**

The undersigned proposer herewith submits bid security in the form of a Bid Bond or Certified Check, in favor of the Town of Portsmouth, in the amount not less than five (5) percent of the total amount bid in dollars for the Base Scenario contract for twelve months, conditioned that the undersigned will, if this bid is accepted by the Town, enter into a contract with the Town of Portsmouth for the performance of the work hereby proposed and will furnish the necessary surety bond (premium of said bond which is included in the bid price and will be paid by the undersigned proposer), within ten (10) days, excluding Saturdays, Sundays and holidays recognized by the Town of Portsmouth, of written notification that his/her bid has been accepted, and in the event of the failure to do so, such bid security shall be forfeited to the Town of Portsmouth as liquidated damages for such failure.

The undersigned certifies that it has performed all investigation necessary to become familiar with the services to be furnished hereunder and further certifies that the undersigned has reviewed and is familiar with the specifications, the scope of the work, and the bid documents all with respect to the Invitation for Bid.

Signature of person, firm, or corporation making bid: \_\_\_\_\_

SEAL  
(if bid is by a corporation)

(Signature)

\_\_\_\_\_  
(Name- printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Firm or Corporation)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)

**ADDITIONAL DOCUMENTATION TO ACCOMPANY BID**

**STATEMENT NO. 1:**

Statement of the specific equipment proposed to be used in performing the contract, including a statement that the equipment will be available for use in carrying out the provisions of the contract commencing on July 1, 2013.

**STATEMENT NO. 2:**

Statement containing the names of companies, if any, to which the Proposer plans to sublet a part of said contract, and including a listing of the equipment to be used by each subcontractor.

**STATEMENT NO. 3:**

Certificate of Authorization in the form of a Certified Letter indicating that the person whose signature appears on the submitted bid is authorized by the Contractor to submit such bid and is authorized to do so on the behalf of the bidding Contractor.

*ATTN: Harold A*

**Facility Operation Plan**  
**For the**  
**Portsmouth Transfer Station**  
**Portsmouth, Rhode Island**

**Operated By**

**J.R. Vinagro Corp.**  
**2208 Plainfield Pike**  
**Johnston, RI 02919**

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## 1.0 Introduction

The following Operating Plan for Patriot Hauling Co., Inc. for the Portsmouth Transfer Station complies with the General Operating Standards and Transfer Station Standards listed in the Rhode Island Solid Waste Regulations. All operating plan subsections follow the required sections for an operating plan under Rule 3.1.05 of the Rhode Island Solid Waste Regulations.

## 1.1 Operating Hours

The transfer Station's normal hours of operation are Monday, Friday and Saturday between 7:30 a.m. and 4 p.m. and Tuesday and Thursday between 7:30 a.m. and 7:00 p.m. The facility will be closed all Wednesday's, Sunday's and the following holidays: New Years Day, Washington's Birthday, V.J. Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

Patriot Hauling Co., Inc. vehicles may access the transfer station at any time in order to properly maintain the facility in accordance with the Rhode Island Solid Waste Regulations.

## 1.2 Operation and Design Capacities

There will be only residential waste and recyclable materials collected for consolidation and transfer activities during the daily operations of the transfer station. All residential wasted recyclables will be delivered by residents; no commercial vehicles utilize the facility unless specifically allowed by the Town. No hazardous wastes or liquid wastes are processed through the transfer station.

The processing of Portsmouth's residential solid wastes through the transfer station is conducted by receiving the waste from resident vehicles into one of two steel holding pits and then pushed into the compaction pit. Delivery of the waste by the residents must be containerized in either bags or barrels. The waste is then compacted into a transport trailer for the haul to the disposal facility. The transfer station utilizes two Dumpster transfer packers for waste consolidation.

The collection of the recyclable materials utilizes four 34cy closed top containers for commingled materials (tin, aluminum, glass) and newsprint/cardboard and an 8 cy closed-top container for newsprint/cardboard. White goods (refrigerators, stoves, etc.) and other metal items are stored in a 40 cy or 50 cy open-top container. Used rubber tires are stored in an open-top container (4 cy to 50 cy). Residents used oil and oil filters are collected in a 40 gallon tank and are transported by the State, under the Ocean State Clean-up and Recycling (OSCAR) program.

Electronic waste collected at the Portsmouth Transfer Station is segregated into two separate 16' x 8' x 8' POD containers. The electronic waste is labeled and handled using the following procedures. Televisions are collected and staged in a POD container. The television container is labeled "Universal Waste-CRT's". The televisions are picked-up by RMG Enterprise Inc. (RMG), 113 Hillside Avenue, Londonderry, NH 03053. RMG is the approved T.V. recycler for the Central Landfill. Computer Monitors (CRT's) and Electronic Wastes (cell phones, DVD players, computers, etc.) are labeled individually and staged in a POD container labeled as "Universal Waste/CRT's/Mercury Containing Equipment". This material is picked-up at the Portsmouth Transfer Facility by Office Recycling Solutions and brought to their East Greenwich facility. The POD containers and individual items are labeled as required and in accordance with Rule 13 of RIDEM's Hazardous Waste Regulations.

These container sizes are subject to change depending on the public participation in the voluntary recycling effort.

Patriot Hauling Co., Inc. has trained the on-site personnel in accordance with 40 CMR 273.16 and 40 CMR 273.17, to recognize materials and releases of such which may potentially be hazardous. Spill containment kit stations have been established at the transfer facility and will be maintained through out the contract period. If a release should occur the attendant shall contain materials which he/she is trained to address after which they will contact Patriot Hauling's Operations Manager, to fully assess the incident and take appropriate action.

No children or pets will be allowed out of the vehicles at the compactor station, no sweeping or vacuuming of vehicles will be allowed at the station, and no washing out of garbage containers will be allowed at the transfer station.

During the transfer station operations, the plant operator visually inspects the loads as they are unloaded to assure that no hazardous wastes, liquid wastes or other unauthorized wastes are being received. Once the transfer trailer is full, it is hauled for disposal by Patriot Hauling Co., Inc personnel or a subcontractor.

Material quantities received and processed by the Portsmouth Transfer Station currently average approximately 600 tons per month for MSW, and approximately 60 tons per month for recyclables.

The maximum operation capacity for transferring MSW through each compactor unit is approximately 150 tons per day based on 8 hours of operation. Therefore, the total maximum operating capacity with both compactor units transferring MSW is estimated to be 300 tons per day. However, based on the on the history of receipt of solid waste from Portsmouth residents the facility will accept a maximum of 50 tons per day. It should be noted that there are several high traffic days during the calendar year at the facility which may approach or even slightly exceed the 50 tons per day limit. These high traffic days are limited to operating periods before and/or after a major holiday.

Based on the current container storage for all recyclables, the facility is capable of receiving and transferring a total recyclables quantity of approximately 20 tons per day.

### 1.3 Types of Materials to be Accepted

The transfer station will accept only Portsmouth's residential solid waste. Under the current contract with the Town of Portsmouth, Patriot Hauling Co., Inc. will not accept any wastes generated by commercial and industrial sources unless specifically allowed by the Town.

The transfer station also accepts

- Construction and demolition debris delivered by resident's vehicles.
- All white goods (refrigerators, stoves, dryers, etc.) and other scrap metal (no longer than 3 feet) from residents only are placed in a separate container for transfer to either Mid-City Scrap facility, located at 548 State Road in Westport, MA or Schnitzer Steel Industries Inc. Johnston, RI facility located at 89 Celia Street.
- Used rubber tires from residents only are stored separately for transportation to the Central Landfill for recycling;
- Residents used oil and oil filters are accepted as part of the State managed OSCAR program. The oil and filters are hauled and transported by a contractor for the State.
- The collection of residents' commingled recyclables (tin, aluminum, glass) and newsprint are accepted from residents only at the transfer station for transportation to the Materials Recovery Facility (MRF) at the Central Landfill in Johnston, Rhode Island.
- Leaf and yard waste is collected and delivered to either the Central Landfill or Rhode Island Nursery's Portsmouth facility.
- Clean concrete and clean brick is collected and delivered to J.R. Vinagro's Plainfield Pike facility located in Johnston, RI. to be recycled.
- E-waste and CRT's are collected in POD containers and picked up by Office Recycling Solutions (ORS).

The transfer station **will not** accept:

- Soil.
- Tree stumps which cannot meet the three (3) foot maximum.
- Incineration barrels, ash barrels or any kind of incineration residue material.
- Hazardous materials other than those referenced above.

## 1.4 Personnel Duties

There are two full-time station operator and transfer trailer drivers that operate the transfer station. A full time Security Guard provided by the Town of Portsmouth is stationed at the facility gate during operating hours. All employees are trained by competent personnel prior to starting work. Their titles and duties are as follows:

### Plant Operator

- a) Responsible for directing the flow of traffic through the facility.
- b) Insure that the facility is kept in a clean and orderly condition.
- c) Check all vehicles using the station for proper identification.
- d) Periodically check all controls for "wear and tear".
- e) Open and close the transfer station at the proper time on operating days.
- f) Performs all routine facility maintenance.
- g) Insure that all safety requirements are strictly adhered to.
- h) Engages and disengages the transfer trailers from compaction unit and transfer tractor.

### Truck Drivers

- a) Drive full transfer trailers to the disposal or recycling site.
- b) Fill out daily Vehicle Condition Reports (VCR)

### Security Guard

- a) Check for resident stickers
- b) Direct traffic

## 1.5 Dust Control Program

The transfer station tipping floor is swept and washed down and the paved area outside the transfer station building is swept, as needed, so that potential for airborne dust is controlled. Additional dust control is maintained by restricting unnecessary vehicle traffic. A fifty (50 ft.) long fire hose (1.5 inch diameter) and a fifty (50) foot long garden hose (0.75 inch diameter) garden hose is used at both the tipping floor elevation and the compactor room elevation to control any dust nuisance dust.

## 1.6 Odor Control

All wastes are delivered by residential vehicles in bags or barrels and all waste transfer operations are performed within the transfer station building, with the exception of the recyclable materials. The waste is placed into one of the two closed-top compaction trailers (between 85 and 100 cubic yards). Waste is stored in the transfer trailers until such time they are full and ready for transport to the disposal facility. No waste is stored inside the station pit overnight. All recycling containers, when required, are covered overnight and hauled to recycling facilities when full. Trucks and equipment are cleaned weekly and as previously discussed; the tipping floor is swept and washed down. All

waste water from the tipping floor is collected, processed through an oil-water separator, and then discharged to the public sewer system. When necessary, the plant operator will utilize a deodorizer to help reduce any potential for odors.

### **1.7 Litter Control**

As the transfer station is enclosed within a building, there is minimal litter outside of the building. The entire transfer station facility is enclosed within a fence so that any litter occurrence would stay on-site and be picked up during daily inspection. Daily inspections of the transfer station area by the plant operator will ensure that any litter that has accumulated during the day is disposed of properly.

### **1.8 Substitute Disposal and/or Transfer Arrangements**

The Portsmouth Transfer Station utilizes and maintains two (2) TSP-11 Dumpster Compactors. As the current Portsmouth residential volume of refuse handled at the transfer station is well below the capacity of one TSP-11, the two compactors act as back-up for each other. However, Patriot Hauling Co., Inc. maintains a fleet of over 150 trucks which provides an emergency trucking resource if the compactors breakdown.

### **1.9 Communication Equipment Available**

The Transfer station maintains a telephone service with the Patriot Hauling Co., Inc. administration office for communication and emergencies.

### **1.10 Population Service Area**

The Portsmouth Transfer Station is owned by the Town of Portsmouth and operated by Patriot Hauling to service the Town of Portsmouth, Rhode Island. The Town of Portsmouth has a population of 17,149 (as of the 2000 census).

### **1.11 Provisions for Limited Access**

The transfer station is surrounded by a six (6) foot high chain-link fence to limit entry onto the site. Access to the transfer station is provided by a six foot high, double swing chain link gate, located on the west side of the site which is locked when the facility is not open. "No Trespassing" signs are also posted on the facility.

### **1.12 Weighing Facilities**

The transfer station does not utilize weighing facilities on-site. The transfer trailers will be weighed at the Johnston Central Landfill site. Commingled recyclables, tires and newsprint are weighed at the Rhode Island Central Landfill while the white goods and scrap metal are weighed at the previously identified scrap facilities.

### **1.13 Aesthetic Considerations**

The transfer station is kept clean, properly maintained, and has a grass lawn, shrubs, and trees established on-site to blend in with the surrounding conditions.

### **1.14 Identification of Provisions of Methods of Solid Waste and Leachate Containment**

The collection of the residential solid waste is conducted entirely inside the building to maintain containment of the solid waste and minimize any contact with precipitation.

Recyclable materials (i.e. commingled and newsprint) are stored in closed-top containers to minimize contact with precipitation.

### **1.15 Receiving Facilities**

The Portsmouth Transfer Station transfers:

- a) Municipal solid waste to the Rhode Island Central Landfill owned by the State of Rhode Island and located in Johnston, Rhode Island.
- b) All metal and white goods to either Mid-City Scrap in Westport, MA or Schnitzer Steel Industries Inc, in Johnston, RI.
- c) Residential commingled recyclables, newsprint and rubber tires to the Rhode Island Central Landfill – Material Recovery Facility (MRF) in Johnston, Rhode Island for recycling.
- d) Residential used oil and oil filters are collected and transported through the State managed OSCAR program.
- e) Leaf and yard waste delivered to either Central Landfill or RI Nurseries.
- f) E-waste and CRT's picked up by Office Recycling Solutions.
- g) Clean concrete and clean brick delivered to J.R. Vinagro's Plainfield Pike facility located in Johnston, RI.

### **1.16 Vector Control Program**

All solid wastes, when required, which are stored at the facility are maintained in covered containers. The transfer station is inspected monthly by New England Pest Control for the control of rodents.

### **1.17 Fire Control and Prevention Provisions**

There is a fifty (50) foot long, 1.5 inch diameter fire hose on the tipping floor level and a second (50) foot long, 1.5 inch diameter hose located on the compactor floor level. There

are four (4) fire extinguishers located in the plant in accordance with the Portsmouth Fire Code. The fire extinguishers are inspected twice a year by Fire Extinguisher Company (F.E.S. Co.) and the local fire department conducts an annual inspection of the facility. All personnel are properly trained in fire safety with emergency procedures posted as required.

### **1.18 On-Site Traffic Patterns**

All traffic accesses the facility through the entrance located on the west side of the property off of Hedley Street. As the residents enter the site, they may stop at any of the designated recycling containers; commingled recyclables, newsprint, used oil, tires, and scrap metal, located on the right. The residents would then proceed to the transfer station building for depositing their waste. After depositing their wastes all vehicles would then exit the site as they entered, back onto Hedley Street. (See Figure 1).

### **1.19 Special Waste Handling Procedures as Listed in Rule 15.06**

The transfer station accepts waste oil and used oil filters as part of the Rhode Island OSCAR Oil Recycling Program. Waste oil and filters are received from the public for recycling and are deposited into a 480 gallon tank provided by the State. The waste oil and filters are removed by a contractor hired by the State of Rhode Island, Department of Environmental Management.

Certain types of demolition and construction debris are also accepted (Ref. Section 1.3). Asbestos, oil spill cleanup debris, hazardous, and liquid wastes are not acceptable at the transfer station.

### **1.20 Bulky Waste Handling Procedures**

All white goods (stoves, refrigerators (w/o doors) etc.) are stored in an open-top 50 cy container. Used tires will be accepted and stored in an open top container (4cy to 50 cy). White goods which contain chlorofluorohydrocarbon (CFC and hydrochloroflourohydrocarbon (HCFC) will be stored in a separate open-top 30 cy container which are deposited directly by the customer. The CFC's and HCFC's from these white goods will be removed by a qualified contractor before the white goods are transported to Mid City Scrap in Westport, MA or Schnitzer Steel Industries Inc. in Johnston, RI. The recapture procedure for their activity is included under Attachment A. Patriot Hauling Co., Inc. has contracted with MAC, Ltd. of Foxborough, MA to recapture the CFC's and HCFC's. The open-top container will be covered with a tarpaulin at the end of each day of operation.

All bulky wastes which potentially contain PCB capacitors are transported to the previously referenced metal recycling facilities for proper management and disposal. These facilities perform all the appropriate and necessary functions to comply with the Rhode Island Rules and Regulations for Solid Waste Management Facilities.

## 1.21 Routine House Cleaning Schedules

- The tipping floor is swept daily and washed as needed.
- The tipping pit is emptied at the end of the day, with the pit being washed down as needed.
- Daily inspections of the transfer station are conducted to eliminate litter outside.
- The inside areas are swept, as needed.
- The lavatory is cleaned and disinfected, as needed, to insure sanitary conditions.
- The work floor and drains are washed and swept as needed.
- Indoor trash cans are emptied on a daily basis.
- The inside walls of the building are washed as needed.
- The white goods and metal area is raked and swept weekly.
- A Port-O-Let is stationed outside the facility near the oil recycling area.
- The floor area in front of the compactors is swept clean after each trailer is separated from the compactor.
- The yard area at the lower level and other paved areas are swept as needed.
- The compactor room is sprayed with disinfectant, as needed.
- The compactor room is washed and swept out completely once per week.
- The trailers are swept and washed weekly.

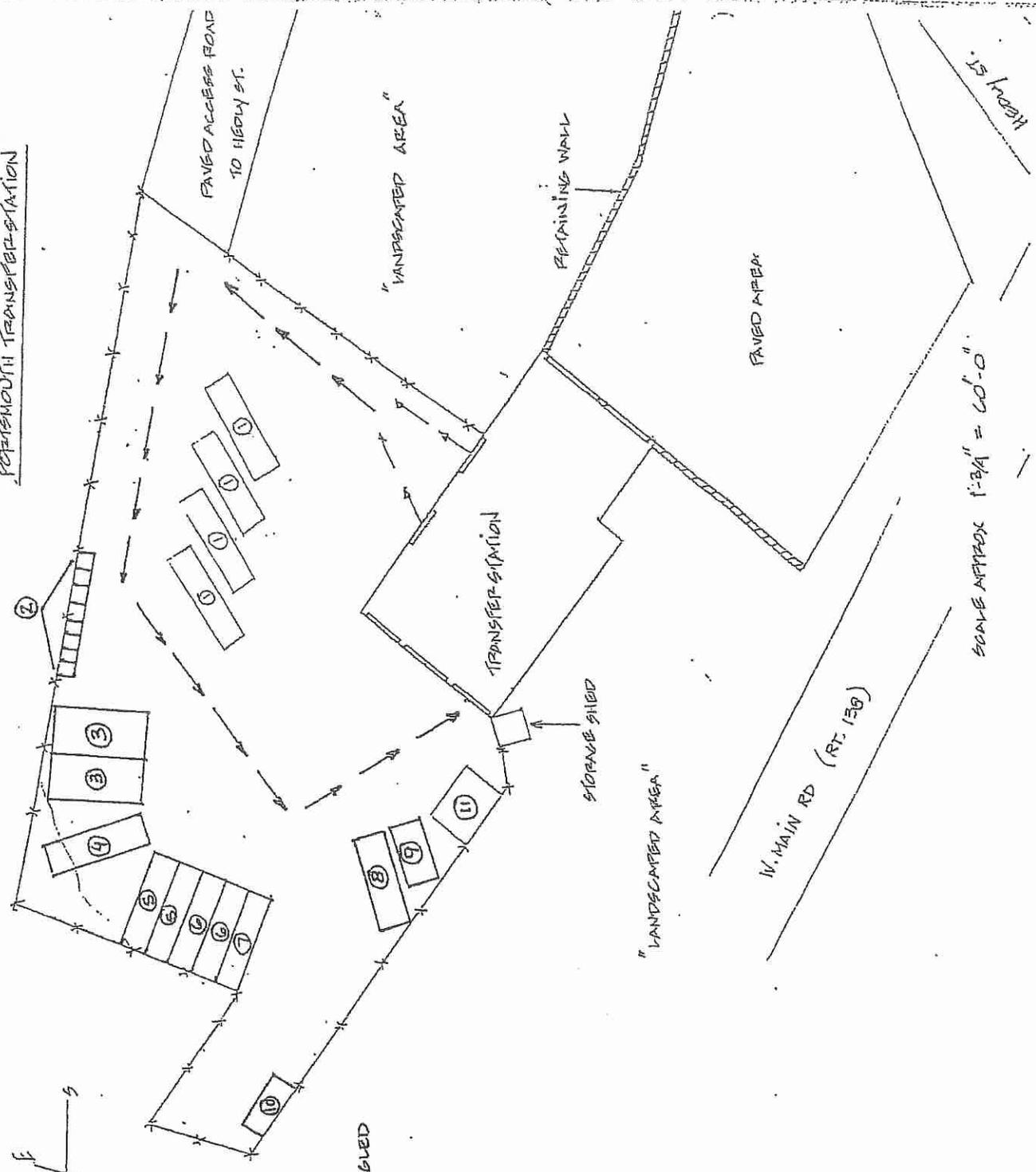
### **1.22 Description of Methods and/or Equipment Used for any Recycling Operations, Including Separation Techniques and Storage of Recyclables.**

- All metal goods are stored in a 40 cy or 50 cy open-top containers for transport to either the Mid-City Scrap Facility at 548 State Road in Westport, MA or Schnitzer Steel Industries Inc., located in Johnston, RI. These facilities performs all the appropriate and necessary functions to comply with the Rhode Island Rules and Regulations for Solid Waste Management Facilities.
- The residents commingled recyclables and newsprint/cardboard are collected and stored in four 34 cy closed-top containers and one 8 cy closed-top container for transport to the Central Landfill in Johnston, Rhode Island.
- Used tires are stored in an open-top container 4 cy to 50 cy for transport to the Central Landfill.
- Residents used oil and oil filters are collected in a 480 gallon igloo on-site and handled through the State run OSCAR program.

### **1.23 Methods Describing how Non-Processible waste, Hazardous Waste, Radioactive Waste, and Waste not Authorized by the Department will be Identified and Handled at the Facility.**

The Portsmouth Transfer Station does not accept hazardous waste at the facility. The Plant Operator observes the dumping of the waste onto the station's tipping floor to ensure that no liquids or hazardous wastes are being accepted. In the event that a waste is encountered that should not have been deposited of at the transfer station, the Plant Operator will isolate the load and immediately contact the Patriot Hauling Co., Inc. Administration office (Operations Manager) to initiate the proper emergency response.

POTSMOUTH TRANSFER STATION



SCALE APPROX 1"=3/4" = 60'-0"

- (1) = CARDBOARD / COMMINGLED
- (2) = SALVATION ARMY
  - PLANET AID
  - READING TREE
  - BIG SISTERS
- (3) = EWASTE / CRT'S
- (4) = A. B. C.
- (5) = YARDWASTE
- (6) = C & D
- (7) = METAL
- (8) = HCFC'S
- (9) = TIRES
- (10) = PROPANE TANKS
- (11) = OIL IGLOO

ATTACHMENT A

TOWN OF PORTSMOUTH, RI  
SOLID WASTE/RECYCLING  
YEAR ENDED DECEMBER 31, 2012

cmj-435

MONTH	TONS										TONS		TONS		TONS		TONS		TONS		TONS	
	PATRIOT METAL	WASTE OIL	C & D tonnage	YARD WASTE	Diverted Yrd Waste	# of trips	Disaster Debris	E-WASTE	Mon's & TV's	SHRED EVENT	TIRES	oversized tires	ABC	Boots	Clothes	mattress to JR vln	IN MSY	MAINTENANCE	Separated	mt	mt	
JANUARY	8.67							4.35	2.45					7.31								
FEBRUARY				33.49				3.91	1.15			18.94					2	100.00				
MARCH	9.04			78.76				5.06									2	100.00				
APRIL	21.81			124.97	***			4.87				23.97					4	200.00		2	20.00	
MAY				31.88				2.60									4	500.00				
JUNE	12.41			70.05				3.45									10	500.00				
JULY				88.80				9.34									6	300.00				
AUGUST				95.38				1.01									6	300.00				
SEPTEMBER	11.97			65.71				9.34									6	300.00				
OCTOBER				74.92				1.01									6	300.00				
NOVEMBER	3.43			26.21				5.65									5	250.00				
DECEMBER	5.09			20.14				6.15									5	250.00				
Totals	196.71	1,775	257.38	721.99	0.00		162.24	54.70	3.60	0.00	9.69	\$150	141.39	16.49	115.75	2.00	43	2,250.00		8	80.00	

\*Plus trips to diverted D

58.30 D evnise

mtt \$ coil 1565

\*\*\*Yard waste over limit in May  
1,446 xmas trees  
132.5 cu yds

DIG GREEN	#	lbs	total
FRIDGES	36	287	8612
DEHUMID AC	16	80	1440
WATER COOL	6	64.2	385.2
	2 unk		11437.2
			6,7186 tons

TOWN OF PORTSMOUTH, RI  
 SOLID WASTE/RECYCLING  
 YEAR ENDED DECEMBER 31, 2012

MONTH	RIRRC SOLID WASTE	RIRRC C & D Landfill	RIRRC RECYC PAPER	RIRRC RECYC PAPER	RIRRC RECYC P PAPER	RIRRC RECYC MIXED	RIRRC RECYC PI MIXED	SINGLE STREAM	SINGLE STREAM PI	RECYC HOG MIXED	TOTAL RECYCLING	TOTAL WASTE/RECY.
JANUARY	393.62	17.61	91.12	3.87	58.49	1.26					163.41	571.64
FEBRUARY	242.94	18.66	78.11	1.72	38.61						136.83	431.61
MARCH	330.68	52.68	63.80	1.07	39.02	2.97					135.90	539.26
APRIL	377.74	67.21	103.97		56.16	1.70					172.28	586.75
MAY	326.40	66.75	91.25	1.06	33.82			16.50	3.74		168.18	561.33
JUNE	455.14	60.81	38.41		15.73			23.87	2.68		200.81	656.19
JULY	415.58	32.19						193.15	7.19		214.75	662.52
AUGUST	472.71	41.18						18.17	10.32		263.39	736.10
SEPTEMBER	288.67							139.01	5.92		144.93	433.60
OCTOBER	359.77							161.66	10.71		172.37	532.14
NOVEMBER	380.28							146.05	3.95		150.00	533.71
DECEMBER	309.35							124.41	3.86		128.27	437.62
Totals	4,536.05	352.15	466.19	7.22	283.88	5.93		1,117.62	45.71	0.00	2,123.26	6,659.31

4580.42 A  
 msww & c&d landfill after 6/12

1,880.84 B-recycling

58.86 C-PRUDENCE  
 incl. recycling  
 Incorp. Into Portsmouth

**TOWN OF PORTSMOUTH**

**REQUEST FOR PROPOSALS**

**Transfer Station Operation**

**Bid # P13-016**

**ADDENDUM #1**

**May 3, 2013**

**Please attach all addenda to your bid.**

Q. How does single stream recycling operate at the Portsmouth Transfer Station?

A. Due to space constraints at the Portsmouth Transfer Station, residents are asked to separate bottles and paper. The Transfer Station operator may later elect to combine the paper and bottles.

Q. What is the current configuration at the Transfer Station?

A. The Station has two transfer pits; 2 30 yard containers for yard waste; 2 30 yard containers for construction and demolition debris; 2 covered containers for bottles and cans (Town Owned); 2 walk-in, covered containers for paper; 1 container for bricks, dirt and concrete; 1 container for metal; 1 container for tires; 1 container for mattresses and 1 container for refrigerators and air conditioners. Green Recycling of New Hampshire will remove the container for refrigerators and air conditioners when called by the Contractor.

Q. Is the use of the two compactor pits limited to trash?

A. No, depending upon the season, one of the compactor pits could be used for yard waste.

Q. When do you anticipate that the bid will be awarded?

A. The Town Council is expected to award the bid at its meeting on May 28, 2013.

Q. What is the current spend for the Transfer Station operation?

A. I have attached the Fiscal Year 12-13 budget for the Transfer Station. The Town currently pays the operator \$11,041.67 for a monthly fee. Hauling for waste, paper, debris is \$21 per ton. Construction and demolition hauling is \$75 per ton. Concrete/masonry is \$26 per ton.

Q. What happens to the trash from Prudence Island?

A. On Tuesdays and Fridays during the summer months, the Prudence Island trash is unloaded into the compactor pit with head-of-the-line privileges.

Q. How many employees currently staff the Transfer Station?

A. One employee from Patriot Hauling is there all day. Another Patriot Employee is there for part of the day. The alternate quote on the bid form is to solicit a bid for an additional employee to be responsible for the security of the Transfer Station. A separate security Invitation for Bid has been issued. However, the Town would prefer to have the Transfer Station operations firm also provide security. The firm currently providing security services charges the Town \$13.37 per hour.

TOWN OF PORTSMOUTH, RHODE ISLAND  
TRANSFER STATION ENTERPRISE FUND  
BUDGET FY 2012-13

	Budget Approved	Budget Amended	T. ADMIN. Proposed	T. COUNCIL Approved	\$ Change from 12 approved	% Change from 12 approved
<u>TRANSFER STATION</u>	2011-2012	2011-2012	2012-2013	2012-2013	approved	approved
<b>REVENUE</b>						
Transfer Station Fees	611,441	611,441	515,143	515,143	(96,298)	-16%
Transfer Station Other Income	15,000	15,000	39,950	39,950	24,950	166%
Total Revenue	626,441	626,441	555,093	555,093	(71,348)	-11%
<b>EXPENSE</b>						
Solid Waste Disposal	371,000	371,000	405,204	405,204	34,204	9%
Recycling	92,285	92,285	35,256	35,256	(57,029)	-62%
Prudence Island Solid Waste Disposal	101,624	101,624	0	0	(101,624)	-100%
Miscellaneous	12,380	12,380	7,416	7,416	(4,964)	-40%
Utilities	4,551	4,551	8,645	8,645	4,094	90%
Debt Service	0	0	42,533	36,516	36,516	
Repairs & Maintenance	3,000	3,000	13,335	13,335	10,335	345%
Security Services	41,601	41,601	42,704	42,704	1,103	3%
Total Expense	626,441	626,441	555,093	549,076	(77,365)	-12%
Transfer from General Fund	0	0	0	15,000	15,000	
<b>NET INCOME</b>	0	0	0	21,017	21,017	

**TOWN OF PORTSMOUTH**  
**REQUEST FOR PROPOSALS**  
**Transfer Station Operation**  
**Bid # P13-016**

**ADDENDUM #2**  
**May 8, 2013**

**Please attach all addenda to your bid.**

1-Are the E-waste Pod containers currently on site provided by the current operator or by the Town. Please clarify how the material is currently being collected, is the e waste material collected when the pod is full and then the pod is brought to the processing facility or are the pods used for storage only and the material is taken out and transported to the processing facility? The current operator decided to take on the E-waste process. The last time the Public Works Director checked (some time ago), the State supplied the pods and took care of the e-waste through the State's vendor at no charge. I was told that anyone (even those without a sticker) is allowed access to transfer stations and is permitted to drop off e-waste at no charge. The Director does not know if the same program is still in place with the RIRAC.

2- Who is responsible for payment of all utilities at the transfer station, if the operating vendor is responsible can you provide the average monthly cost for each utility that the operating vendor is responsible for? The Town pays for all utilities at the Transfer Station.

3-Who provides the Port-o-let at the facility, is this town provided or is operating vendor required to provide? There is no port-a-john on site – there is a bathroom facility at the lower level.

4- In addendum #1 you indicated that the current operator is being paid \$11,041.67 monthly fee – what does that monthly fee include/cover? The monthly fee covers the service charge for operating the Transfer Station.

5-How is the leachate from the facility currently being collected and who is responsible for the collection and disposal of it? There is a drain and tank – the Town is responsible for the drain and tank.

6- Does the facility have a storm water plan? Who holds the permit? The facility is supposed to have a storm water plan, but it does not. The Town is supposed to have storm water plans for all of our individual "facilities" as part of our Phase II compliance, but all the plans have not yet been completed. The plan will be developed.

7- Upon award will the operating vendor be allowed to conduct a final walkthrough with a town official to identify any pre-existing maintenance conditions of the facility that may need to be addressed prior to operations commencing on 7/1/13? Can you please provide a copy of the quarterly detailed maintenance log provided by the current operator as indicated in the scope of work item #7 for the past 36 months? The Town does not hold any quarterly reports. However a final walkthrough with the successful bidder will be scheduled.

8- Is the Town currently being paid a portion of the scrap metal revenue if so what percentage? The Town is paid 100% for scrap metal by the current vendor. The Town is paid the current market rate for metal per gross ton, less a trucking fee per load (when it is full) of \$150 per load.

9- Item 1.16 attachment A operating plan – vector control - Who is responsible for payment the monthly inspection by New England Pest Control? The operating vendor is responsible for vector control.

10- Item 1.17 attachment A operating plan – fire control and prevention – Who is responsible for payment for the semi -annual inspections of the fire extinguishers on site? The Town is responsible for the semi-annual inspections of the fire extinguishers on site.

11- Who is responsible for supplying the cleaning supplies needed to perform Item 1.21 house cleaning schedule in attachment A? The contractor is responsible for the cleaning supplies.

12-Are there any fire suppression systems installed in any of the buildings on site? If so who is responsible for the inspection/maintenance of the system? No

**TOWN OF PORTSMOUTH**

**REQUEST FOR PROPOSALS  
Transfer Station Operation  
Bid # P13-016**

**ADDENDUM #3**

**May 14, 2013**

**Please attach all addenda to your bid.**

A revised Bid Form is attached since the form in the original RFP had language which appeared to be confusing. Please use the attached Bid Form in this addendum.

## BID FORM (must be submitted)

1. Transfer Station Operation (5 days per week with 2 evenings until 7:00 p.m.) Lump sum cost to operate transfer station for solid waste and recycling operations.

\$ \_\_\_\_\_ per year. Includes processing of household bulky waste, appliances and recycling, but excludes transportation costs (see nos. 2 and 3 below).

\_\_\_\_\_  
(Amount in writing)

Will the Town be paid a portion of the sales of scrap metal? Circle yes/no. If yes, specify \_\_\_\_\_ % of sale proceeds to be paid to the Town.

1. a. Alternate A ( optional). Second Employee to monitor Station access.

\$ \_\_\_\_\_ per year , Total Combined Amount \$ \_\_\_\_\_ per year.

1. b. Alternate B. (optional). Additional cost of providing containers with compaction units.

\$ \_\_\_\_\_ per year

\_\_\_\_\_  
(amount in writing)

2. Transportation of Solid Waste

\$ \_\_\_\_\_ per ton .

\_\_\_\_\_  
(amount in writing)

3. Transportation of Recyclables (without compaction stations with containers)

\$ \_\_\_\_\_ per ton .

\_\_\_\_\_  
(amount in writing)

3a. Related to Alternate D. Transportation of Recyclables (with compaction stations with containers)

\$ \_\_\_\_\_ per ton .

\_\_\_\_\_  
(amount in writing)

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

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

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Portsmouth  
2200 East Main Road  
Portsmouth, RI 02871-1268  
www.portsmouthri.com

**Tax Assessor**  
tel. 401-683-1536  
fax 401-683-0095

**Tax Collector**  
tel. 401-683-1214  
fax 401-683-0095

June 21, 2016

To the Honorable Town Council  
Town Hall  
Portsmouth RI

Re: 2004 Delinquent Taxes

Your Honorable Body:

For the year 2004, said delinquent taxes are beyond the legal statute of limitations and are deemed to be uncollectable.

I request your approval to abate all 2004 delinquent taxes in the amount of \$ 9,537.56.

Respectfully,



Matthew A. Helfand  
Tax Assessor/Collector RICA

Attachment

Receivable List by Year

Printed: 5/19/2016

Receivable	Account	Owner	Starting Balance	Taxes Paid	Abatements	Refunds	Payment Adjustments	Payment Transfers	Uncollected Balance	Penalty Paid	Penalty Adjustments	Penalty Transfers
2004 MV Tax Roll	01-1016-96M	ALOSI CHRISTOPHER P	\$ 15.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15.37	\$ -	\$ -	\$ -
2004 MV Tax Roll	01-1017-10M	ALOSI TANYA	\$ 39.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.38	\$ -	\$ -	\$ -
2004 MV Tax Roll	01-1252-60M	AMATO BART A	\$ 24.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24.86	\$ -	\$ -	\$ -
2004 MV Tax Roll	01-1983-95	AQUIDNECK TURF	\$ 10.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.64	\$ -	\$ -	\$ -
2004 MV Tax Roll	01-2493-80M	ASTERS JOHN J	\$ 116.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116.96	\$ -	\$ -	\$ -
2004 MV Tax Roll	02-0350-99M	BALDWIN BETSY D	\$ 7.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.42	\$ -	\$ -	\$ -
2004 MV Tax Roll	02-1537-20	BEDOYA ALBERTO	\$ 194.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194.72	\$ -	\$ -	\$ -
2004 MV Tax Roll	02-1631-28M	BELLAMY DAMIAN P	\$ 135.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135.77	\$ -	\$ -	\$ -
2004 MV Tax Roll	02-2442-90M	BINETTE RACHEL A	\$ 17.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17.89	\$ -	\$ -	\$ -
2004 MV Tax Roll	02-3041-90M	BOLDUC RICHARD	\$ 157.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157.91	\$ -	\$ -	\$ -
2004 MV Tax Roll	02-3052-96M	BONANNO JOHN J	\$ 2.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.95	\$ -	\$ -	\$ -
2004 MV Tax Roll	02-3228-90	BORDELON BRIGIT C	\$ 92.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92.54	\$ -	\$ -	\$ -
2004 MV Tax Roll	02-3229-01	BORDELON HEIDTRAUT I	\$ 129.89	\$ 64.95	\$ -	\$ -	\$ -	\$ -	\$ 64.94	\$ -	\$ -	\$ -
2004 MV Tax Roll	02-4223-96M	BRANDARIZ ALEXANDER R	\$ 8.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.66	\$ -	\$ -	\$ -
2004 MV Tax Roll	02-5003-00	BRUSSEL MATTHEW C	\$ 33.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33.53	\$ -	\$ -	\$ -
2004 MV Tax Roll	03-0233-30M	CAHILL CHRISTINE H	\$ 124.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124.04	\$ -	\$ -	\$ -
2004 MV Tax Roll	03-0570-00	CAMBRA FRANK M	\$ 13.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.79	\$ -	\$ -	\$ -
2004 MV Tax Roll	03-1560-10M	CARVALHO ANTONE G	\$ 45.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.99	\$ -	\$ -	\$ -
2004 MV Tax Roll	03-3940-55M	CONLON GERALDINE P	\$ 64.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64.98	\$ -	\$ -	\$ -
2004 MV Tax Roll	03-6430-79	CUTTS NANCY A	\$ 18.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18.52	\$ -	\$ -	\$ -
2004 MV Tax Roll	04-0271-92M	DARNELL SUSAN L	\$ 169.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169.56	\$ -	\$ -	\$ -
2004 MV Tax Roll	04-1433-68M	DEPARIS MICHAEL	\$ 2.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.41	\$ -	\$ -	\$ -
2004 MV Tax Roll	04-1769-84M	DIAMOND GIRL FISHERIES INC	\$ 299.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 299.66	\$ -	\$ -	\$ -
2004 MV Tax Roll	04-2320-10M	DOUGLAS DEBORAH A	\$ 73.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73.67	\$ -	\$ -	\$ -
2004 MV Tax Roll	05-0270-54M	EGGLESTON JENNIFER E	\$ 2.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.61	\$ -	\$ -	\$ -
2004 MV Tax Roll	06-1826-64M	FINCH MARNEE L	\$ 47.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47.66	\$ -	\$ -	\$ -
2004 MV Tax Roll	07-0806-28M	GENSEL LORIE A	\$ 21.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21.51	\$ -	\$ -	\$ -
2004 MV Tax Roll	07-1468-90M	GOINS MICHELLE A	\$ 22.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22.19	\$ -	\$ -	\$ -
2004 MV Tax Roll	07-1469-36M	GOLD JASON E	\$ 9.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.63	\$ -	\$ -	\$ -
2004 MV Tax Roll	07-2441-15M	GRIFFIN PAUL B	\$ 43.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43.31	\$ -	\$ -	\$ -
2004 MV Tax Roll	08-0129-00M	HAGLUND JUDITH A	\$ 42.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42.12	\$ -	\$ -	\$ -
2004 MV Tax Roll	08-2582-90M	HILLIARD BRIAN R	\$ 91.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91.44	\$ -	\$ -	\$ -
2004 MV Tax Roll	08-2608-70M	HO TUYET T	\$ 66.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66.56	\$ -	\$ -	\$ -
2004 MV Tax Roll	10-0770-50	JOHNSON JAY D	\$ 166.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166.91	\$ -	\$ -	\$ -
2004 MV Tax Roll	10-1037-22M	JOSEPH DESTINY L	\$ 4.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.91	\$ -	\$ -	\$ -
2004 MV Tax Roll	12-1462-78M	LEMIRE PETER G	\$ 64.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64.98	\$ -	\$ -	\$ -
2004 MV Tax Roll	12-2943-60	LORD STEVEN D	\$ 97.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97.65	\$ -	\$ -	\$ -
2004 MV Tax Roll	13-1031-25	MANZLER SUZANNE M	\$ 46.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46.13	\$ -	\$ -	\$ -
2004 MV Tax Roll	13-1127-86M	MARINE MARK A	\$ 52.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52.67	\$ -	\$ -	\$ -
2004 MV Tax Roll	13-1736-55M	MARTIN TIMOTHY J SR	\$ 282.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 282.74	\$ -	\$ -	\$ -
2004 MV Tax Roll	13-3224-46M	MCNEILL JOHN M	\$ 19.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.31	\$ -	\$ -	\$ -
2004 MV Tax Roll	13-3710-80	MEDEIROS MARK N	\$ 81.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81.83	\$ -	\$ -	\$ -
2004 MV Tax Roll	14-1231-02M	NORDEN JOHN F	\$ 8.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.21	\$ -	\$ -	\$ -
2004 MV Tax Roll	14-1412-40M	NUCCIO RICHARD A	\$ 99.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99.36	\$ -	\$ -	\$ -
2004 MV Tax Roll	15-0810-97	ORNELAS ANGELINA	\$ 40.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40.05	\$ -	\$ -	\$ -
2004 MV Tax Roll	16-0865-80M	PARKS MEGAN A	\$ 124.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124.00	\$ -	\$ -	\$ -
2004 MV Tax Roll	16-0891-00	PARSONS CASSANDRA M	\$ 77.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77.74	\$ -	\$ -	\$ -
2004 MV Tax Roll	16-0937-02	PASTORE ELIZABETH M	\$ 98.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98.06	\$ -	\$ -	\$ -
2004 MV Tax Roll	16-1080-23M	PAYNE CHRISTOPHER R	\$ 26.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26.80	\$ -	\$ -	\$ -
2004 MV Tax Roll	16-1914-81	PEOPLE IN THE WOODS INC	\$ 242.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242.83	\$ -	\$ -	\$ -
2004 MV Tax Roll	16-3700-06M	POTTER KEITH J	\$ 66.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66.56	\$ -	\$ -	\$ -
2004 MV Tax Roll	18-0025-11	RADOVIC SRDAN	\$ 27.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27.07	\$ -	\$ -	\$ -

2004 MV Tax Roll	18-0112-62M	RANDAZZO DIANE S	\$ 110.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110.25	\$ -	\$ -	\$ -
2004 MV Tax Roll	18-1474-85	REYES DAVID J	\$ 6.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.39	\$ -	\$ -	\$ -
2004 MV Tax Roll	19-0145-40M	SANDERS PAULA M	\$ 45.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.45	\$ -	\$ -	\$ -
2004 MV Tax Roll	19-3878-75	SILVIA KAREN H	\$ 82.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82.31	\$ -	\$ -	\$ -
2004 MV Tax Roll	19-4232-87	SIMMONS CATHERINE D	\$ 66.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66.15	\$ -	\$ -	\$ -
2004 MV Tax Roll	19-4676-24	SMITH DONNA L	\$ 2.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.75	\$ -	\$ -	\$ -
2004 MV Tax Roll	19-4720-40M	SMITH KRISTY L	\$ 135.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135.45	\$ -	\$ -	\$ -
2004 MV Tax Roll	19-5889-01	SOUZA JOSEPH P	\$ 5.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.92	\$ -	\$ -	\$ -
2004 MV Tax Roll	19-7510-33	SUITTER RICHARD B	\$ 60.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.26	\$ -	\$ -	\$ -
2004 MV Tax Roll	19-7510-55M	SUKCHAROENPHON NAKIN	\$ 99.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99.34	\$ -	\$ -	\$ -
2004 MV Tax Roll	20-1324-00M	TOPP JOBB MAINTENANCE	\$ 56.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56.32	\$ -	\$ -	\$ -
2004 MV Tax Roll	20-1426-55M	TRAVARES ANTONE	\$ 235.46	\$ 74.07	\$ -	\$ -	\$ -	\$ -	\$ 161.39	\$ 5.34	\$ -	\$ -
2004 MV Tax Roll	20-1843-34M	TUPAY JULIAN D	\$ 13.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.73	\$ -	\$ -	\$ -
2004 MV Tax Roll	22-0214-15M	VANICEK MYRA L	\$ 116.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116.18	\$ -	\$ -	\$ -
2004 MV Tax Roll	22-0510-20M	VIEIRA EMANUEL J	\$ 111.35	\$ 54.71	\$ -	\$ -	\$ -	\$ -	\$ 56.64	\$ 0.95	\$ -	\$ -
2004 MV Tax Roll	23-0300-95M	WARDLOW DIANE M	\$ 34.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.27	\$ -	\$ -	\$ -
2004 MV Tax Roll	23-0428-70M	WATERMAN WILLIAM G	\$ 14.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14.27	\$ -	\$ -	\$ -
2004 MV Tax Roll	23-0672-70M	WEIDA HERBERT H	\$ 132.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132.98	\$ -	\$ -	\$ -
2004 MV Tax Roll	23-1164-80M	WHITEHEAD KELLY	\$ 51.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51.59	\$ -	\$ -	\$ -
2004 MV Tax Roll	23-2397-55M	WRIGHT CHARLOTTE M	\$ 11.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.03	\$ -	\$ -	\$ -
2004 MV Tax Roll	26-0170-34M	ZINGER AMANDA H	\$ 51.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51.19	\$ -	\$ -	\$ -
									<b>TOTAL:</b>	\$ 5,024.86		
2004 RP/Tng Tax Roll	02-1537-21	BEDOYA ALBERTO	\$ 44.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44.55	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	02-2980-00	BOIANI PHILLIP F & BELLA	\$ 244.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244.62	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	02-2980-01	BOIANI PHILLIP & BELLA	\$ 68.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68.04	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	02-2990-00	BOIANI PHILLIP F & BELLA	\$ 244.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244.62	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	02-3000-00	BOIANI PHILLIP F & BELLA	\$ 58.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58.32	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	02-3085-00	BONICA STEFANO	\$ 68.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68.04	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	02-5890-30	BUSINESS PUBLISHING GROUP INC	\$ 154.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154.71	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	03-0681-70	CAPITAL RENTALS	\$ 172.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172.53	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	06-3171-98	FRISHMAN DAVID	\$ 24.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24.30	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	07-1805-22	GONZALES GREGORIO	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	08-2944-70	HOME ACCENTS	\$ 108.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108.57	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	08-2969-80	HOMETOWN AUTOMOTIVE	\$ 178.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178.20	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	09-0118-15	IMAGE ENHANCERS	\$ 81.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81.00	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	09-0207-10	INNOVATIVE BUSINESS SOLUTIONS	\$ 183.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 183.06	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	09-0551-00	ISLAND FITNESS CENTER	\$ 708.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 708.75	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	10-0010-18	J & J CONSTRUCTION	\$ 324.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 324.00	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	11-1846-78	KTB PAINT WORKS	\$ 40.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40.50	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	13-0761-79	MALVEY DAN ROOFING CO	\$ 106.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106.92	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	14-0579-50	NEW ENGLAND AQUATIC SYSTEMS TECHNOLOGY	\$ 68.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68.85	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	18-0730-40	RED MAPLE	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	18-3681-00	RUG ART REFLECTIONS	\$ 182.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182.70	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	19-0004-65	SRA AUTO SERVICE	\$ 953.37	\$ 52.02	\$ -	\$ -	\$ -	\$ -	\$ 901.35	\$ 100.54	\$ -	\$ -
2004 RP/Tng Tax Roll	19-1778-00	SEGURO GROUP	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	19-7222-12	STOCK & TRADE	\$ 56.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56.70	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	19-8362-30	SWIZZLECOM	\$ 51.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51.03	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	20-0008-28	T D LANDSCAPING INC	\$ 294.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294.03	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	20-1460-40	TREASURE HUNT ANTIQUES	\$ 67.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67.21	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	22-0469-20	VICTORIAN NAILS	\$ 25.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25.92	\$ -	\$ -	\$ -
2004 RP/Tng Tax Roll	23-0427-50	WATERCOLOURS	\$ 24.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24.18	\$ -	\$ -	\$ -
									<b>TOTAL:</b>	\$ 4,512.70		
									<b>GRAND TOTAL:</b>	\$ 9,537.56		



ST. JOHN'S LODGE NO. 1 A.F. & A.M.  
81 SPRAGUE STREET  
PO BOX 587  
PORTSMOUTH, RI. 02871  
401-683-0231

June 19, 2016

Greetings,

We at St. John's Lodge no.1, A.F.A.M. would cordially like to invite the Town Administrator and Town Council to join us out at the Lodge at 81 Sprague Street on July 11th, at 6 pm for a cook-out style meal off the grille and afterward for a presentation by the Newport Artillery Company about their history and museum in Newport followed by a demonstration of their equipment museum exhibits followed by the firing of one of their Paul Revere cannons on the Lodges property. It should be a lot of fun for all and would be our pleasure for you to join us.

Respectfully,

William Dean Hedgcorth Jr.

Worshipful Master (President)

St. John's Lodge no. 1

RECEIVED  
PORTSMOUTH, R.I.  
2016 JUN 20 11:11  
JOANNE M. MOWER  
TOWN CLERK

JAMES R. LANGEVIN  
2D DISTRICT, RHODE ISLAND

COMMITTEE ON ARMED SERVICES  
EMERGING THREATS AND CAPABILITIES  
(RANKING)

SEAPOWERS AND PROJECTION FORCES

COMMITTEE ON  
HOMELAND SECURITY  
CYBERSECURITY, INFRASTRUCTURE  
PROTECTION, AND SECURITY TECHNOLOGIES  
COUNTERTERRORISM AND INTELLIGENCE

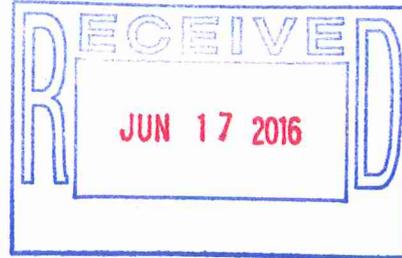
Congress of the United States  
House of Representatives  
Washington, DC 20515-3902

WASHINGTON OFFICE:  
109 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
TELEPHONE: (202) 225-2735  
FAX: (202) 225-5976

DISTRICT OFFICE:  
THE SUMMIT SOUTH  
300 CENTERVILLE ROAD, SUITE 200  
WARWICK, RI 02886  
TELEPHONE: (401) 732-9400  
FAX: (401) 737-2982

<http://langevin.house.gov>

June 7, 2016



Mr. Richard Rainer  
Town Manager  
2200 E Main Rd  
Portsmouth, RI 02871-1268

Dear Mr. Rainer,

Congratulations to Portsmouth for being named as one of 12 Rhode Island communities receiving 2015 Tree City USA recognition from the Arbor Day Foundation!

The Tree City USA program is in its 40<sup>th</sup> year and is sponsored by the Arbor Day Foundation, in cooperation with the National Association of State Foresters, and the USDA Forest Service. The program recognizes communities which have met all four standards for tree care. I applaud your commitment to these standards, and for all you do to protect trees and the environment in your community.

Congratulations again on this accomplishment. Keep up the good work, and best wishes for continued success!

Sincerely,

James R. Langevin  
Member of Congress

TOWN OF RICHMOND, RHODE ISLAND RECEIVED  
RESOLUTION #2016-19 OF THE TOWN COUNCIL OF RICHMOND, R.I.  
IN OPPOSITION TO TOLLING GANTRIES

2016 JUN 15 1 P 2:44

WHEREAS: Prior to commencement of the 2016 session of the General Assembly, the Governor proposed a toll financed bridge repair program; and

JOANNE M. POWERS  
TOWN CLERK

WHEREAS: The Richmond Town Council unanimously voted to join other municipalities in their opposition of truck-tolling gantries; and

WHEREAS: Despite strong opposition, the Governor's proposal was passed by the Rhode Island General Assembly and signed into law by the Governor on February 11, 2016; and

WHEREAS: The law, as enacted, applies only to commercial trucks; and

WHEREAS: The constitutionality of taxing only commercial trucks has been questioned; and

WHEREAS: The law is widely regarded as a "gateway" tax that will eventually lead to the tolling of ALL vehicles; and

WHEREAS: One of the proposed locations for a tolling gantry on Interstate 95 is at the border of Richmond and Hopkinton; and

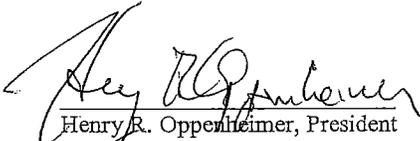
WHEREAS: To avoid tolls, vehicles will use alternate routes leading to increased local traffic and accelerated degradation of local roads and increased repair costs of them; and

WHEREAS: in avoiding the tolling gantry on Interstate 95 at the border of Hopkinton and Richmond, vehicles will utilize State Roads 3 and 138 creating traffic logjams on them and creating significant safety response problems in both Richmond and Hopkinton with the Richmond police station and the Hope Valley Wyoming Fire Station on this "alternative" toll-avoiding route; and

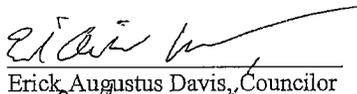
**THEREFORE BE IT RESOLVED** that the Richmond Town Council views the current tolling gantry law as the first step in taxing all vehicles and wishes to express its strong opposition to any expansion of this law.

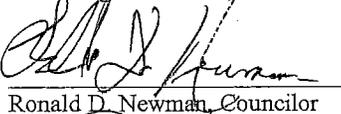
**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to our State Senator, State Representative, the Speaker of the House, the President of the Senate, the Governor, and to the other 38 Rhode Island municipalities requesting their opposition to any expansion of the existing toll gantry plan.

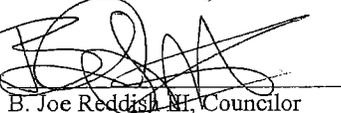
GIVEN UNDER THE SEAL OF THE TOWN COUNCIL OF THE TOWN OF RICHMOND  
THIS 7th DAY OF JUNE, 2016

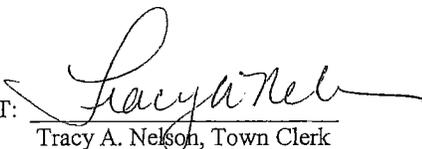
  
Henry R. Oppenheimer, President

  
Paul H. Michaud, Vice President

  
Erick Augustus Davis, Councilor

  
Ronald D. Newman, Councilor

  
B. Joe Reddish, Councilor

ATTEST:   
Tracy A. Nelson, Town Clerk

