RHODE ISLAND BOARD OF EDUCATION
OFFICE OF HIGHER EDUCATION
80 WASHINGTON STREET, SUITE 524
PROVIDENCE, RHODE ISLAND 02903

Enclosure 7d
October 7, 2013

RHODE ISLAND BOARD OF EDUCATION

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To: Members of the Board of Education

From: Clark Greene, Authorized Agent
Office of Higher Education

RE: **Approval of the proposed agreement with the Town of South Kingstown related to Plains Road**

The University of Rhode Island is requesting the Board of Education's approval regarding an agreement with the Town of South Kingstown in regard to the ownership, use and maintenance of a portion of Plains Road.

The attached map on the final page of this packet shows Segments 1 through 4 of Plains Road. The portion of Plains Road that is planned for abandonment by the town is labelled Segment 2. The agreement calls for this portion of the roadway to be turned over to the University for its use. All other segments of Plains Road will remain under the ownership of South Kingstown.

The agreement also involves a new section of roadway that the University has constructed that reconfigures the Plains Road and Flagg Road extension which is labelled Segment 4. This roadway facilitates both commuter and event parking for the University, the Town and local residents.

With this agreement, the University will assume the maintenance for Plains Road while the Town will continue to provide snowplowing, sanding and de-icing services for Segments 1, 3 and 4. In addition, the town has agreed to make certain improvements to Segment 3 on a cost-sharing basis with the University. The agreement also includes mutual indemnifications.

Upon review and approval of the Board, this item will be placed on the State Properties Committee agenda for final approval as required.

Therefore, I recommend:

THAT the Rhode Island Board of Education approves the agreement with the Town of South Kingstown regarding Plains Road review and approval of the State Properties Committee.

Attachments.

THE
UNIVERSITY
OF RHODE ISLAND
OFFICE OF THE
GENERAL COUNSEL

THINK BIG WE DO™

Green Hall, 35 Campus Avenue, Kingston, RI 02881 USA p: 401.874.4486 f: 401.874.4803 ljslaw@uri.edu

Louis J. Saccoccio
General Counsel

September 23, 2013

Attn: Susan LaPanne
Associate Commissioner of Finance
Office of Higher Education
80 Washington Street
Providence, RI 02903

Re: Plains Road Agreement
Town of South Kingstown

Dear Susan:

Enclosed please find an agreement with the Town of South Kingstown related to the ownership, use and maintenance of a portion of Plains Road located in the lower section of the Kingston Campus. The portion of Plains Road is defined in the agreement and identified on Exhibit 1 as Segments 1, 2 and 3.

The agreement is the result of a proposal made to the Town earlier this year by the University. Under the terms of the agreement the ownership of Plains Road, with the exception of the segment to be abandoned, will remain in the Town. The segment to be abandoned by the Town is identified as Segment 2 and consists of that portion of Plains Road from its intersection with Thirty Acre Pond Road extending easterly, then northerly to the intersection of Flagg Road. Once abandoned by the Town title and ownership of this Segment will be in the RI Board of Education. A new configuration of the Plains Road and Flagg Road extension, identified as Segment 4, has been constructed by the University which facilitates access to the University's largest commuter and event parking lot providing benefits to the University, the Town and local residents. The Town and University will mutually determine the appropriate naming of this new configuration.

The University will assume the maintenance responsibility for Plains Road and the Town has agreed to waive any required approvals or permits. The Town will continue to provide snowplowing, sanding and deicing services for Segments 1, 3 and 4. The Town has also agreed

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

to make certain improvements to Segment 3 on a cost sharing basis with the University. Finally, the agreement also contains mutual indemnifications.

Please place this matter on the October 3, 2013 work session of the board and the October 7, 2013 meeting agenda.

Your usual cooperation and assistance is appreciated.

Sincerely,

Louis J. Saccoccio
General Counsel

cc: David M. Dooley
Robert A. Weygand

TOWN OF SOUTH KINGSTOWN AND UNIVERSITY OF RHODE ISLAND/R.I. BOARD OF EDUCATION

AGREEMENT CONCERNING THE OWNERSHIP, USE AND MAINTENANCE OF A PORTION OF PLAINS ROAD IN SOUTH KINGSTOWN

This Agreement is made and entered into as of the ____ day of _____, 2013 by and between the Town of South Kingstown, a Rhode Island municipal corporation with a place of business located at 180 High Street, South Kingstown, Rhode Island (the "Town"), and the University of Rhode Island, a public institution of higher educational with its main campus in Kingston, Rhode Island (individually the "University"). by and through its governing board, the Rhode Island Board of Education (individually the "Board of Education") a public corporation established by Chapter 97, Title 16 of the General Laws of Rhode Island (collectively the "University").

In consideration of the mutual covenants and promises set forth herein, the Town and the University hereby agree as follows:

Shared Services Agreement

The purpose of this Agreement is to define ownership, use, maintenance redevelopment and improvement responsibilities for a portion of Plains Road in the Kingston village, Town of South Kingstown. Said portion of Plains Road is defined as those segments of the Plains Road right of way beginning from its intersection with RI Route 138 northerly to the extent of the University property adjacent to the northerly most point of land now owned or controlled by the University (said northerly point being approximately 3,200 feet north of the Flagg/Plains Roads intersection), shown as Segments 1, 2 and 3 on "Exhibit 1" attached hereto and entitled "Plains Road Use and Maintenance Agreement". The ownership, use and maintenance responsibilities for the above noted segments shall be subject to the following terms and conditions:

1. The ownership of Plains Road, with the exception of the roadway segment identified as "Plains Road Segment to be Abandoned" (~2300 ft) on Exhibit 1 attached hereto (Segment 2) will remain with the Town of South Kingstown.

2. The Town Council of the Town of South Kingstown will conduct a road abandonment hearing relative to that portion of Plains Road from its intersection with Thirty Acre Pond Road extending easterly, then northerly, to the intersection with Flagg Road and identified as "Plains Road Segment to be Abandoned" (~2300 ft) on Exhibit 1. Should the Town Council approve said abandonment, the ownership of that portion of Plains Road, identified as Segment 2 on Exhibit 1, shall be with the Rhode Island Board of Education pursuant to RIGL §16-97-1.

3. The University's Responsibilities:

    a. Assume all maintenance and repair responsibilities, including all costs associated with any reconstruction, repair and/or other roadway improvements within Segment 1 of Plains Road subject to this Agreement. Said use and maintenance responsibilities shall extend to any street trees and decorative plantings that are presently situated within the right of way and any future installations of pedestrian amenities, plants, or landscape improvements that may be established. Future roadway improvements, installation of pedestrian amenities, street trees or landscaping improvements within the right of way (excepting the segment defined in number two above) shall require Town approval of the improvements before commencement of construction or installation, which approval shall not be unreasonably withheld, delayed or conditioned. The University shall also provide the Town with "as built" record plans certified by a registered professional engineer for all improvements involving the installation of any future underground utility within the Plains Road right of way.

b. Assume all maintenance and repair responsibilities, and/or other roadway improvements within Segment 3 of Plains Road subject to this Agreement in the same manner as Segment 1 once the Town has completed the improvements it is required to make to Segment 3 pursuant to Paragraph 6 of this Agreement.

c. Acknowledge and provide consent of the public's unrestricted right to pass and re-pass over that portion of University owned roadway that connects the two segments of Plains Road resulting from the above referenced road abandonment. A legal document or documents in this regard shall be recorded in the Town's Land Evidence Records.

d. Indemnify, defend, and hold harmless the Town for any loss, liability, payment, cost and expense, including reasonable attorney's fees, arising out of any and all claims for personal injury (including bodily injury and death) and/or property damages associated with those Segments of the Town owned portions of Plains Road under the care and control of the University pursuant to this Agreement, provided however, that the Town shall give written notice of such claim to the University and the University shall have exclusive control over any related proceeding or settlement. The Town shall have the right, at its own cost and expense, to retain its own counsel to represent its interest. This indemnification shall not apply to any such said claim caused by or resulting from the negligence or willful misconduct of the Town, its employees, agents or contractors.

4. The Town's Responsibilities:

a. Provide winter storm snowplowing and sanding/deicing services for Segments 1, 3 and 4 as shown on Exhibit 1 of Plains Road. Note: routine mowing of road shoulder, debris removal from the right of way and maintenance of drainage structures shall be provided by the University of Rhode Island.

b. Provide physical alteration permit (PAP) approvals to the University for the Flagg Road Extension where it intersects with Plains Road at Flagg Road and near Thirty Acre Pond Road (Segment 4 on Exhibit 1).

c. Waive any requirement or approvals of the University for any easement, curb cut, use or other permits for the length of Plains Road that is subject to this Agreement (Segments 1, 2, 3 and 4)

d. Indemnify, defend, and hold harmless the University, the Rhode Island Board of Education and the State of Rhode Island, for any loss, liability, payment, cost and expense, including reasonable attorney's fees, arising out of any and all claims for personal injury (including bodily injury and death) and/or property damages associated with those Segments of the Town owned portions of Plains Road under the care and control of the Town pursuant to this Agreement, provided however, that the University shall give written notice of such claim to the Town and the Town shall have exclusive control over any related proceeding or settlement. The University shall have the right, at its own cost and expense, to retain its own counsel to represent its interest. This indemnification shall not apply to any such said claim caused by or resulting from the negligence or willful misconduct of the University, its employees, agents or contractors.

5. The Town and the University will mutually determine the appropriate naming for the new configuration of Plains Road and the Flagg Road Extension.

6. The Town will make certain improvements to be mutually agreed upon by the Town and the University to that portion of Plains Road identified as Segment 3 on Exhibit 1. Upon completion of Plains Road improvements, the Town will prepare a final schedule of values for said improvements based upon actual bid cost and actual field measurements. Said final schedule of values shall be

provided to the University of Rhode Island. The University shall be responsible for reimbursing the Town fifty percent (50%) of the costs expended to improve this segment of Plains Road from its intersection with Flagg Road for a distance of approximately 3,200 feet +/- north, and as further depicted Segment 3 on Exhibit 1.

7. This Agreement shall be effective from the date of execution and shall inure to the benefit of and be binding on all the parties hereto and their permitted successors and assigns.

8. This Agreement may not be assigned to any other party without the mutual agreement of the parties hereto.

9. Both parties represent and warrant to the other that this Agreement is subject to approval by their respective governing bodies and in the case of the University is also subject to approval by the State Properties Committee.

10. This Agreement constitutes the entire agreement between the parties and may not be modified except in writing and signed by all the parties.

11. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

12. All notices or communications in connection with this Agreement shall be in writing and sent to the addresses of the parties set forth below and shall be effective upon receipt:

    Town of South Kingstown
    Attn: Town Manager
    180 High Street
    Wakefield, RI 02879

    University of Rhode Island/RI Board of Education
    Attn: Vice President for Administration and Finance
    Carlotti Administration Building
    Kingston, RI 02881

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN OF SOUTH KINGSTOWN

By: _____
Stephen A. Alfred, Town Manager

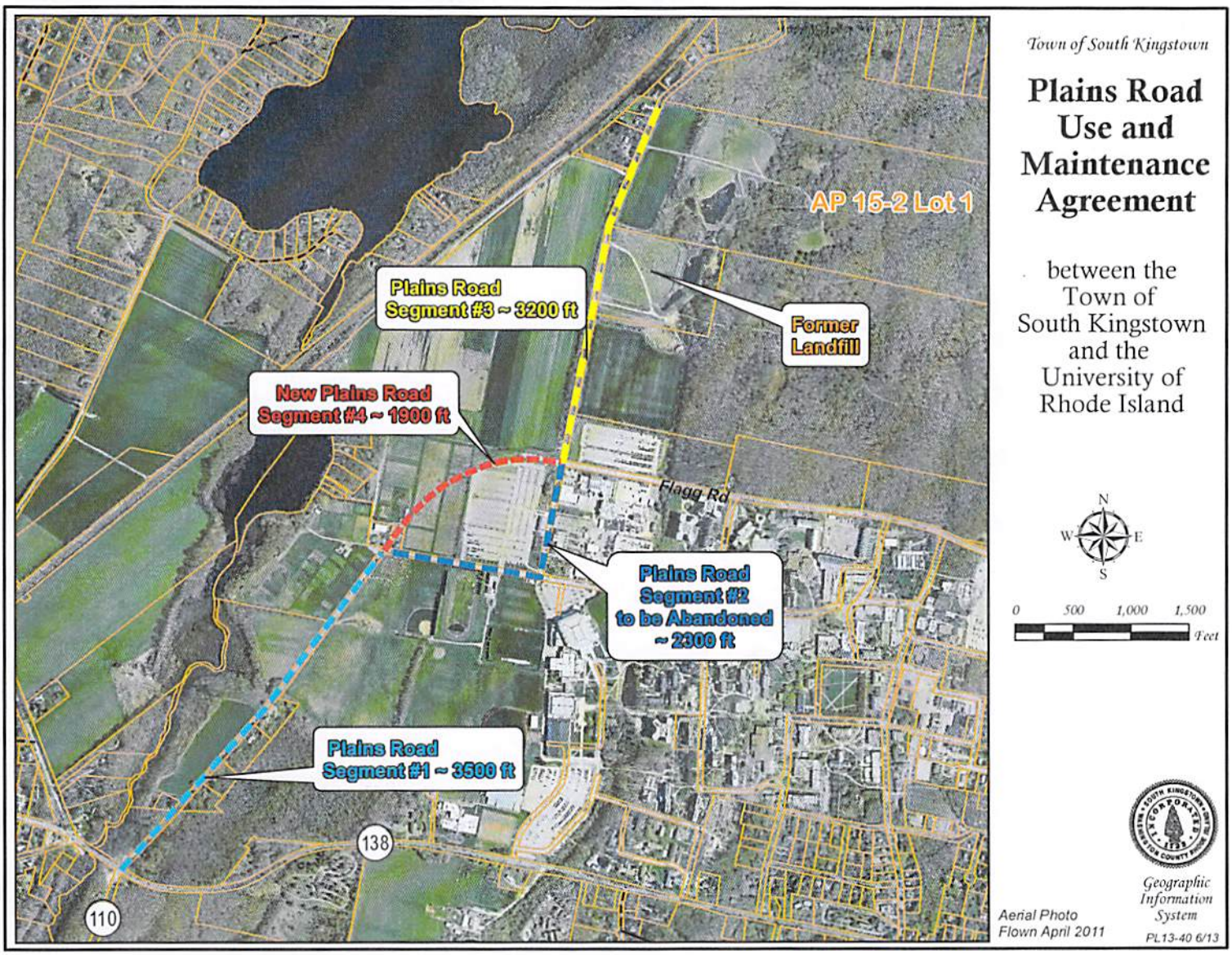
UNIVERSITY OF RHODE ISLAND

By: _____
Robert A. Weygand, Vice President
for Administration and Finance

RHODE ISLAND BOARD OF EDUCATION

By: _____
Eva-Marie Mancuso, Chair

Exhibit 1


Town of South Kingstown
Plains Road Use and Maintenance Agreement
between the Town of South Kingstown and the University of Rhode Island
AP 15-2 Lot 1
Plains Road Segment #3 ~ 3200 ft
Former Landfill
New Plains Road Segment #4 ~ 1900 ft
Flagg Rd
Plains Road Segment #2 to be Abandoned ~ 2300 ft
Plains Road Segment #1 ~ 3500 ft
138
110
N
W
E
S
0
500
1,000
1,500
Feet
Geographic Information System
Aerial Photo Flown April 2011
PL13-40 6/13