Schacht & McElroy

Michael R. McElroy Leah J. Donaldson

Members of the Rhode Island and Massachusetts Bars

Attorneys at Law

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> (401) 351-4100 fax (401) 421-5696

December 11, 2015

Luly Massaro, Clerk Public Utilities Commission 89 Jefferson Boulevard Warwick, RI 02888

Re:

A & R Marine Corp., d/b/a Prudence Bay Islands Transport

Rate Change Application – Docket No. 4586

Dear Luly:

As you know, this office represents A & R Marine Corp., d/b/a Prudence & Bay Islands Transport (A & R).

Enclosed for filing are the original and nine (9) copies of A & R's Responses to the 1st set of data requests from the Public Utilities Commission.

Very truly yours,

Michael R. McElroy

MRMc:tmg

cc.

Christy Hetherington, Esq. Andrew M. Teitz, Esq.

Kevin P. Gavin, Esq. Stephen Antaya
David Bebyn, CPA

Service List

A & R Marine Corp 2015 Rate Case Commission 2

A&R Marine Corp. – Docket No. 4586 - General Rate Filing Updated 11/24/15

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Stephen Antaya	stephena@antaya.com;	
Daniel Antaya	danant22@my.uri.edu;	
Division of Public Utilities & Carriers:	CHetherington@riag.ri.gov;	401-222-2424
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12 Pond Path		
North Hampton, NH 03862-2243		
File original & 9 copies w/:	Luly.massaro@puc.ri.gov;	401-780-2107
Luly E. Massaro, Commission Clerk		
Public Utilities Commission	Cynthia.WilsonFrias@puc.ri.gov;	
89 Jefferson Boulevard Warwick, RI 02888	Alan.nault@puc.ri.gov;	
Kevin P. Gavin, Esq.	KPgavin@aol.com;	
Portsmouth Town Solicitor		
Andrew M. Teitz, Esq.	andyteitz@utrlaw.com;	
Bristol Assistant Town Solicitor		
Terry Tierney, Esq.	Tierneylaw@yahoo.com;	
Michael Sheehan	mike@michaeljsheehan.com;	

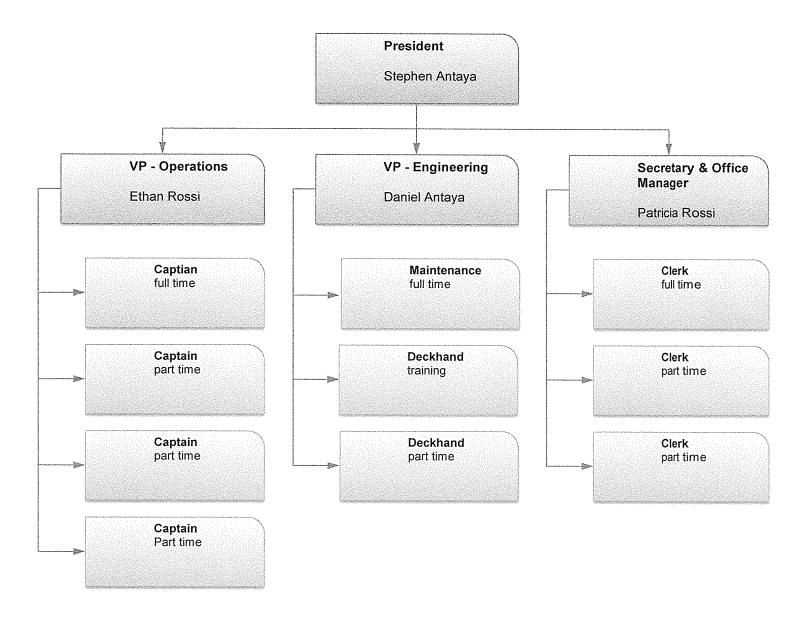
December 11, 2015

1. Please provide all schedules in excel spreadsheets with all formulas intact.		
	RESPONSE:	
	A copy of the schedules in Excel format with all formulas intact was provided to the service list.	
	Prepared by David G Bebyn CPA	

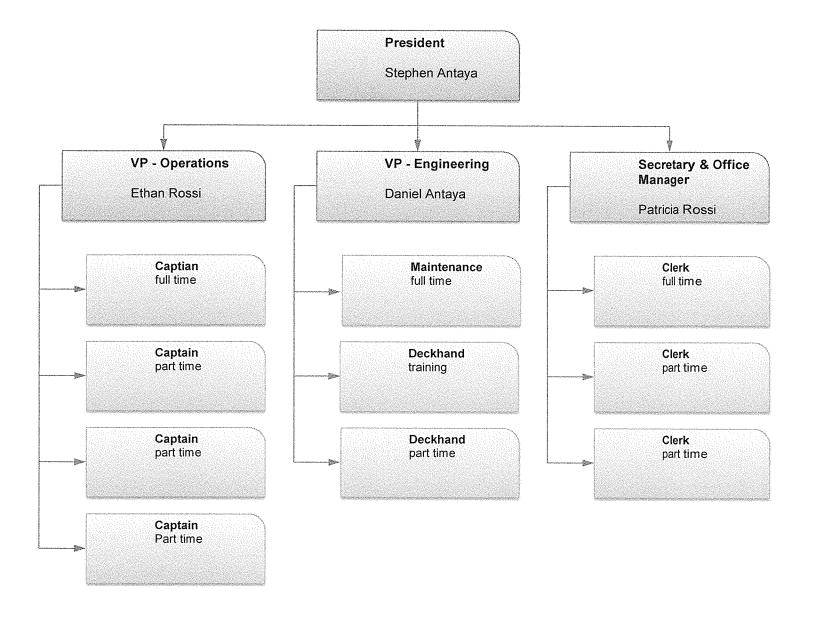
December 11, 2015

2.	Please provide an organizational chart for the Test Year and Rate Year.				
	RESPONSE:				
	See Attached.				
	Prepared by David G Bebyn CPA				

A&R Marine Corp. Organizational Chart (Test Year)



A&R Marine Corp. Organizational Chart (Rate Year)



December 11, 2015

3.	Please provide job descriptions and pay schedules for each employee position. Plea indicate whether the positions are full time, part time or seasonal.	ise
	RESPONSE:	
	See Attached.	

Office Manager - Salary

- Schedule and distribute the weekly work schedule for the office & vessel crew.
- Log and file the daily receipts for both the Bristol and Prudence offices.
- Put the weekly deposit together.
- Check and print the weekly tickets for the town of Portsmouth Department of Public works and the Portsmouth school students.
- Post any announcements on the website and by text messaging system.
- Contact person for the united postal service.
- Prepare information monthly for fuel surcharge filing
- Print out monthly charge account statements for billing.
- Purchasing agent for office supplies.
- Work with our contracted software agent to keep the ticketing and online reservation system up to date and working.
- Work in the Prudence office, a minimum of 35 hours a week and put in 6 hours working out of the office a week.
 - Going to the bank to get change for both offices
 - o Picking up supplies
- On call 24 / 7

Office clerk – Part time hourly – Approx. 30 hours a week, divided by 2 workers, could be covered by one during off peak season if need be. \$11.00 an hour.

- o Answer phone
- Make reservations
- Ticket passengers
- o Able to work out of either the Prudence or Bristol Office.
- Customer service Answer question that they can and to refer them to the appropriate person.
- Log and file the daily receipts for both the Bristol and Prudence offices.
- o Secure and distribute Prescription Medicine to the appropriate customer
- Date and store united parcel packages (UPS), Fed Ex and DHL.
- o Contact upper management when a situation needs attention.

Early AM Office clerk - Part time hourly 5 to 7 hours a week. \$10.00 an hour

- o Open up Prudence Office
- o Turn on computers
- Ticket passengers
- Customer service Answer question that they can and to refer them to the appropriate person.
- o Clean office
- o Contact upper management when a situation needs attention.

Captain – Hourly – 1 fulltime- \$20.00 an hour, 1 part-time and 2 fill-ins \$17.00 an hour

- The captain assumes total responsibility for the safety and wellbeing of all passengers' on board A&R marine / Prudence & Bay Islands Transports vessels at all times.
- Captain will conduct him or herself in a professional manor.
- Maintain security of all A&R marine vessels, buildings and grounds.
- o Preform all Pre-trip inspection, Post trip checks, and vessel safety checks.
- Captains must appropriately maintain and execute.
 - Vessel log books.
 - o Training drills,
 - o Emergency fire drill,
 - Man overboard drill,
 - o Abandon ship drill,
 - o Emergency broadcast drill,
 - Steering gear test drill
 - Maintenance log.
- Captain must maintain a knowledge and perform skills re" Donning life preservers",
 "Emergency Instructions" "Man Overboard drill", "Fire equipment" and Emergency VHF Radio Broadcast instruction".
- Evaluate the current weather conditions and the forecasted weather conditions daily. Captain will make the ultimate decision whether to run to or from Prudence Island with A&R marine vessels; Taking into account the A&R marine "Rough Water Plan", the safety of the Facility's, Vessels, and Passengers aboard. Alert Prudence pier during regular hours. Ethan Rossi and Pat Rossi during off hours 1 hour prior to the cancellation of a scheduled run when possible.
- o Report all vessel issues of concern to Ethan Rossi or Danial Antaya.
- o Be cleared to handle and transport USPS mail.
- Be able to sell and print passenger and vehicle tickets.
- Be able to make quick decisions, and delegate to deckhand in situation ie; unruly passengers, medical emergencies and the unknown.

Deck Hand Job Description – Hourly \$13.00 an hour

- Deck hands assumes responsibility for the safety and wellbeing of all passengers aboard
 A & R Marines / Prudence & Bay Islands Transport vessels at all times.
- o Represents A&R Marine in a professional manor at all times.
- o Maintain security of all A&R marine vessels, buildings and grounds.
- Must maintain a knowledge and perform skills re "Donning life preservers", Emergency Instructions", Man overboard", "Fire" and "emergency VHF Radio Broadcast instructions".
- Must participate in,
 - o Emergency fire drill
 - Man overboard drill
 - Steering gear test drill
 - Maintenance logs.
- Deck hand collects or scans tickets prior to boarding.
- o Reports to captain accurate account of passengers and vehicle on board.
- o Document the numbers in the deck log along with weather conditions.
- Make engine room check and log findings during each run.
- Check all decks for safety and passenger location every ten minutes during each run.
- Must demonstrate a great ability to handle large lines to assist in docking and securing the vessel.

Facility maintenance person – part time \$17.00 an hour

- Weekly safety inspection of the grounds at both terminals
- Weekly oil changes on engines in need.
- Snow and ice removal
- Record keeping on all engines

Vice President Operation – Salary

- o Participates in all administrative discussion for the company
- o Hold and maintain at minimum a 100 ton near coastal mariner's license.
- o To keep all vessel in compliance with current USCG rules and regulations.
- o Is the contact person for the towns Harbor Master and emergency management director
- Approves nonscheduled / special runs, ie;
 - o Gasoline
 - o Propane
 - o Off scheduled charter runs
- Schedule all
 - o USCG inspections
 - o Fire suppression inspection
- Conduct crew training for
 - o Emergency fire drill,
 - o Man overboard drill,
 - o Abandon ship drill,
 - o Emergency broadcast drill,
 - Steering gear test drill
- Operates passenger vessel a minimum of 3 days per week.
- o On call 24 / 7

Vice President Engineering – Salary

- Participates in all administrative discussion for the company
- Participates in all captain and deckhand trainings.
- Works independently and with company mechanic on servicing all engines and electronics on board weekly.
- Is responsible for the financial accountably of the weekly receipts
- Makes weekly Banking transaction
 - o deposits
 - o Payroll
- Contact person for
 - Companies insurance
 - o Health insurance
 - o IRS
 - Utilities
 - o Company accounts
- Deckhands at least 1 day a week and fills in when needed
- o On call 24 / 7

December 11, 2015

4. Please indicate why an additional two employees are needed in the Rate Year.

RESPONSE:

Referring to the supporting schedule 2.8(q), that schedule showed that there were the same number of employees at the end of the Test Year (13) as the end of the Rate Year (13). The Test Year began the year with 11 employees but this was at the start of operations for the Company. Furthermore, a full time employee who handles captain duties and deckhand duties was replaced by one part-time captain and one part-time deckhand.

December 11, 2015

5. Please provide an explanation of the type of health insurance provided to employees and the number of employees who participate in the health insurance plan.

RESPONSE:

The company offers health insurance with Blue Cross and Blue Shield. There are currently only two employees participating in the plan.

December 11, 2015

6. Please provide an explanation of the type of pension plan offered to employees. Explain which employees are eligible to take part in the pension plan.

RESPONSE:

There is currently no plan in place at this time. The Company is currently investigating implementing a plan.

December 11, 2015

7. Please explain how the President's compensation was set, including whether there was any comparison made to other small ferry companies in New England.

RESPONSE:

In order to set the President's compensation at \$18,000, we used Interstate Navigation's President's salary to provide some guidance. We estimated that A&R would be about 1/10 of the size of Interstate's operations. The president of Interstate per their Annual report for FY 2014 received compensation of about \$180,000. I believe that 10% is a reasonable percentage since the proposed rate year revenue for A&R is running about \$1.2 million in this docket versus \$13 million for Interstate per their FY 2014 Annual report.

December 11, 2015

8. Please identify the vehicles owned by A&R, to whom they are assigned, and their purpose.

RESPONSE:

There are no vehicles owed by A&R. The owners and employees utilize their own vehicles. For the purposes of snow removal, the company's president has provided the use of his personal truck on Prudence Island.

December 11, 2015

9. Please provide support for the dock construction cost of \$1,600,000, including whether a competitive process was undertaken for materials and labor.

RESPONSE:

A&R contacted the two local dock building companies capable of a project of this size. Reagan Construction Corporation, and Specialty Diving Services, Inc. Reagan Construction was busy with other projects and was unable to commit to finishing our project in the short timeframe we had. Specialty Diving Services were the obvious choice. A&R worked alongside them to find low cost but durable materials. Unfortunately the labor costs was higher than anticipated because of unforeseen setbacks. Extra crew and overtime hours were both necessary to get the dock to a point where we could unload passengers by our September 15, 2014 deadline.

December 11, 2015

10. Please provide support for the \$1,400,000 to purchase and upgrade a ferry, including the due diligence performed by A&R Marine to ensure a reasonable cost.

RESPONSE:

A&R's search for a suitable vessel began in 2013 when word came out that Prudence Ferry Inc. was going out of business. Passenger/vehicle ferries are extremely specialized pieces of equipment and do not come up for sale very often. Having a ferry custom built is both more costly and time consuming than renovating an older vessel. A&R looked at a boat for sale by The Maine State Ferry Service but it turned out to be too small and in poor shape. There were two former North Carolina DOT ferries for sale at that time. The M/V Clearwater was already converted to under 100 gross registered tons, but was in Alabama and would have needed a passenger cabin built and installed. The asking price was \$1,200,000. The M/V Herbert C. Bonner needed a tonnage conversion and passenger cabin installed but was located closer, in North Carolina, and was considerably cheaper at \$525,000. After having the vessel surveyed A&R elected to go with the Herbert C. Bonner. Its conversion began in the spring of 2014 at a shipyard in Merritt, North Carolina. After a slow start to the work we brought vessel up to SENESCO shipyard in Rhode Island, a much larger facility, with a drydock large enough to get her out of the water and complete the conversion. This added cost, but it was the only way we could get the vessel ready in time. The Herbert C. Bonner received a complete structural renovation, tonnage conversion, full USCG Certificate of Inspection, plus a passenger cabin of A&R's design.

December 11, 2015

11. How often does A&R expect to run the backup vessel?

RESPONSE:

A&R plans to run the backup vessel whenever needed for breakdowns and maintenance of the Herbert C. Bonner and also on a limited based for half the month of January and half the month of February at this time.

December 11, 2015

12.	Please provide copies of the leases between A&R Marine and the Towns of Bristol and Portsmouth.
	RESPONSE:
	See Attached.
	Prepared by David G Bebyn CPA

LEASE

THIS LEASE (the "Lease") is made and entered into as of the 15th day of July, 2014, by and between the TOWN OF PORTSMOUTH, a Rhode Island Municipal Corporation (hereafter referred to as "Town" or "Lessor") and A & R MARINE CORP., with its principal address at: Post Office Box 1017, Bristol, Rhode Island 02809 (hereafter referred to as "Lessee"). The Town and the Lessee, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, and for other valuable consideration, the sufficiency of which is acknowledged, agree as follows:

SECTION 1 PREMISES

Upon the terms and conditions hereinafter set forth, and in consideration of the payment by the Lessee of the rents hereinafter set forth and in consideration of the prompt performance continuously by the Lessee of each and every of the covenants and agreements hereinafter contained, to be kept and performed by the Lessee, the performance of each and every of which is declared to be an integral part of the consideration to be furnished hereunder by the Lessee, the Lessor does hereby lease, let and demise to the Lessee, and the Lessee does hereby lease from the Lessor, the following described premises, situated, lying and being in the Town of Portsmouth, County of Newport, State of Rhode Island: That portion of Lot 111 on Tax Assessor's Plat 77, 0 Narragansett Avenue, Prudence Island, as shown in Exhibit A attached hereto and incorporated by reference herein, totaling approximately 15,000 square feet, and described as follows:

Between a line running parallel and adjacent to the south side of the boat ramp easterly from Narragansett Ave to the mean high water mark and a line from pole number 78-54 easterly running through the southwest corner of our proposed trailer to the mean high water mark.

SECTION 2 TERM

The term of this lease shall be for a period of ten (10) years, commencing on July 15, 2014 and terminating at midnight on July 14, 2024. Lessee shall have the option to renew this lease for one (1) additional ten (10) year term, provided no default is existing or continuing in the performance of any terms of this lease by Lessee. Said renewal term shall be on the same terms and conditions provided for in this lease. Lessee shall notify Lessor in writing, no later than six (6) months prior to the expiration of the ten (10) year term, of its election to renew this lease for said one additional ten (10) year term. Lessee shall not have the right to renew for any additional term beyond the renewal term beginning on July 15, 2024 and terminating on July 14, 2034, unless the parties mutually agree otherwise.

SECTION 3 RENT

Lessee agrees to pay as rent for said premises the sum \$0.50 per square foot, which is Six Hundred and Twenty-five Dollars (\$625) per month for a total of Seven Thousand Five Hundred (\$7,500) per year during the initial year of the lease term. Said rental shall be payable in twelve monthly installments of Six Hundred Twenty-Five (\$625) per month each month. Monthly rental payments shall be due on the 1st day of each month.

The annual rental payment shall increase at the beginning of the second year of the initial term and in each succeeding year of the lease and any renewal term by a percentage equal to the average percentage increase in the United States Department of Labor, Bureau of-Statistics, Consumer Price Index for all Urban (CPIU) consumers for the December prior to the start of the respective lease year. Said increased rent shall be payable in equal monthly installments due on the 1st day of each month of the lease year.

SECTION 4 QUIET ENJOYMENT

Lesser covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the nonexclusive use of the demised premises for the agreed term, subject to the Lessor's reserved rights to the continued and simultaneous use of the premises for any municipal or public purposes as may be determined by the Lessor at its sole discretion. Lessor agrees that its continued use of the premises during the term of this lease or any renewal term, as expressly reserved herein, shall not unreasonably interfere with Lessee's use of the premises and the operation of its ferry service.

SECTION 5 USE OF PREMISES

Lessee shall be entitled to the nonexclusive use the premises for the following purposes:

- A. To construct, in accordance with the plans, drawings and specifications attached hereto as Exhibit B, a new pier and related improvements, structures and facilities, including, but not limited to, a sheltered waiting area structure, portable toilets, ticket office, etc., for use as a ferry terminal to service Lessee's operation of a ferry service under a Rhode Island Division of Public Utilities and Carriers, Certificate of Public Convenience and Necessity (CPCN) for lifeline transport of residents and vehicles between Prudence Island and various nearby shores.
- B. To conduct its business as a common carrier and to provide parking for patrons of the carrier. Lessee shall at all times maintain its CPCN and all licenses and permits necessary to operate as a common carrier and operator of ferry service for Prudence Island.
- C. To conduct its business in such a manner as to prevent to the extent practicable pollution of the bay, fouling of the air, and the creation of any other nuisance.
- D. All parking and staging must be done in a safe and orderly manner so as not to obstruct traffic on Narragansett Avenue.
 - E. For employee parking and standby parking for A & R Marine Corp. ferry vehicles

and temporary staging for off-loading of goods and materials being brought to and from the island by A & R Marine.

F. No fees shall be charged for parking and/or staging.

The Premises may not be used for any other purpose unless said other use is approved in writing by the Lessor.

SECTION 6 REGULATORY APPROVALS AND TERMINATION

This Lease is expressly conditioned upon the Lessee diligently pursuing all necessary regulatory approvals for its proposed ferry operation, including but not limited to final approvals from the Rhode Island Coastal Resources Management Council (CRMC) and the Department of Environmental Management (DEM) for its proposed Prudence Island dock, and final approval of a Certificate of Public Convenience and Necessity (CPCN) from the Rhode Island Division of Public Utilities and Carriers (DPUC). In the event that all such approvals are not obtained after Lessee has made its best efforts to do so, either party, at its option, may terminate this Lease upon written notice, with no further liability to the other.

SECTION 7 ASSIGNMENT AND SUBLETTING

Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof.

SECTION 8 ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alterations or improvements to the Premises or the ferry terminal, piers and related improvements, structures or facilities on the Premises without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Upon the expiration or sooner termination of this lease, the ferry terminal and related improvements, structures and facilities, and the alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, or any portion thereof, shall at the sole option and discretion of Lessor: (1) become the property of Lessor and remain on the demised premises; or (2) be removed from the premises and the premises be restored to their condition as of the time of commencement of this lease, at the sole expense of the Lessee.

SECTION 9 INSURANCE

Lessee shall during the entire term hereof obtain, pay for, and keep in full force and effect: (1) a policy of public liability insurance with respect to the premises insuring Lessor and Lessee against loss from and liability for any damages on account of loss or injury suffered by any person or property within or upon the premises in which the limits of public liability shall be not less than one million dollars (\$1,000,000) of combined single limit general liability policy coverage; and (2) a title insurance policy in an amount not less than one hundred fifty thousand

dollars (\$150,000) insuring Lessor and Lessee against a loss or claim as a direct result of Lessor and Lessee entering into this Lease, which loss or claim is made on the basis of the following language in the Quitclaim Deed dated June 4, 1970 and recorded in the Town of Portsmouth Land Evidence Records at Book 68, Page 586:

The conditions of this deed are that the Town of Portsmouth is to make use of this property as it shall see fit, but preferably as a Park and/or Recreation Area and the further condition that if and when the Town shall cease to use the same that the title to these premises shall revert back to the Grantor or her heirs or assigns.

The policies shall name the Lessor and Lessee as insured as their interest appear. The public liability policy shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. A copy of the policies or a certificate of insurance shall be delivered to the Lessor.

SECTION 10 RIGHT OF INSPECTION

Lessor and its agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all buildings and improvements thereon.

SECTION 11 HOLDOVER BY LESSEE

Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, tenants having failed to renew same, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminable on thirty (30) days written notice served by either Lessor or Lessee on the other party.

SURRENDER OF PREMISES

At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

SECTION 13 ABANDONMENT

If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then expired term, and may receive

and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee, and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

SECTION 14 MAINTENANCE AND REPAIR

At all times during the term of this lease and any extension or renewal hereof, Lessee shall, at its sole cost and expense, keep and maintain the leased premises including all alterations, improvements, docks, piers, structures, equipment and facilities thereon in a clean, safe, sanitary, attractive and first-class condition, order and state of repair, and in compliance with all ordinances, requirements, orders, directives, rules, standards and regulations of federal, state, and municipal governments and all other governmental authorities or any national board of fire insurance underwriters. Lessee also shall, at its own cost and expense, perform all dredging, excavation and related work necessary to maintain and operate a first-class ferry terminal and docking facility in compliance with all ordinances, requirements, orders, directives, rules, standards and regulations of federal, state, and municipal governments and all other governmental authorities.

Except for continuing to grade the dirt lot as needed, Lessor shall not be required to make any repairs whatsoever to the Premises, and shall not be responsible for damages to the Lessee's business assets, equipment, inventory, fixtures or any property being held by or in the custody of the Tenant for another whatsoever.

SECTION 15 WAIVERS

Waiver by Lessor of any breach of any covenant or duty of Lessee under this lease is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

SECTION 16 LESSEE'S DEFAULT

If Lessee defaults in the payment of rent or any part thereof at the times hereinbefore specified, or if Lessee defaults in the performance of or compliance with any other term or condition hereof, and said default shall continue for a period of ten (10) days after receipt by Lessee of a written notice of default, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and retake possession and recover damages, including costs and reasonable attorneys' fees.

SECTION 17 INDEMNITY

Lessee agrees that it shall, at all times, defend, protect and save, and hold harmless and indemnify the Lessor, its agents, servants, and employees, against and from: (1) any penalty, damages or charges, including attorneys' fee, for any violation of any law or ordinance whether occasioned by negligence or willful act of Lessee or of Lessee's agents, employees servants, invitees or visitors; (2) all claims, including damage to property or bodily injury and death, loss, costs, damages or expenses including attorneys' fees arising out of or from any accident, incident or occurrence in any way connected to the use in, on or about the Premises by Lessee, or by Lessee's agents, employees, servants, invitees, or visitors; (3) all claims, including damage to property or bodily injury and death, loss, costs, damages or expenses, including attorneys' fees arising out of or from any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease; (4) all claims alleging any violation of or noncompliance with any restriction or the nonoccurrence of any condition in the Quitclaim Deed dated June 4, 1970 whereby the grantor Harriet A. Cram conveyed the subject premises to the Town of Portsmouth or alleging any circumstances resulting in an alleged reversion of title to the grantor or her heirs or assigns.

SECTION 18 UTILITIES

Electricity, heat, gas, telephone service, water and other utilities including outside lighting shall be the responsibility of Lessee, and are not furnished as a part of this lease. Lessee shall be responsible for arranging for and paying for all utility services required on the premises.

SECTION 19 LITTORAL RIGHTS RETAINED BY LESSOR

Except for that access specifically set forth herein as necessary for a use authorized under this lease, nothing contained herein shall be construed as conveying Lessor's littoral rights arising out of Lessor's ownership of the demised parcel(s) and any parcels adjacent thereto.

SECTION 20 NOTICES

All notices which may be or are required to be given pursuant to this Lease shall be deemed given when deposited in the United States mail, postage prepaid, and marked certified mail, return receipt requested, and addressed to the Lessor or to the Lessee at the addresses hereinafter set forth:

LESSOR:

Town Administrator Town Hall 2200 East Main Road Portsmouth, Rhode Island 02871

LESSEE:

A & R Marine Corp. P.O. Box 1017 Bristol, RI 02809

With a copy to:

Michael R. McElroy, Esq. Schacht & McElroy P.O. Box 6721 Providence, RI 02940-6721

In the case of notice to Lessee a copy of the notice shall also be mailed to Lessee's agent for service of process, at the time of mailing of the notice. It shall be the obligation of Lessee to deliver said agent's name and address to Lessor and advise Lessor of any change of agent.

SECTION 21 EXECUTION

This agreement shall be executed in duplicate by the parties hereto, either of which document shall be deemed to be an original for any and all purposes.

SECTION 22 SEVERABILITY

If any provision or clause of this lease or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this lease which can be given effect without the invalid provision or application and to this end the provisions of this lease are declared to be severable.

SECTION 23 BINDING EFFECT

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to he construed as conditions of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Bk: 1664 Pg: 141 INST: 00002149

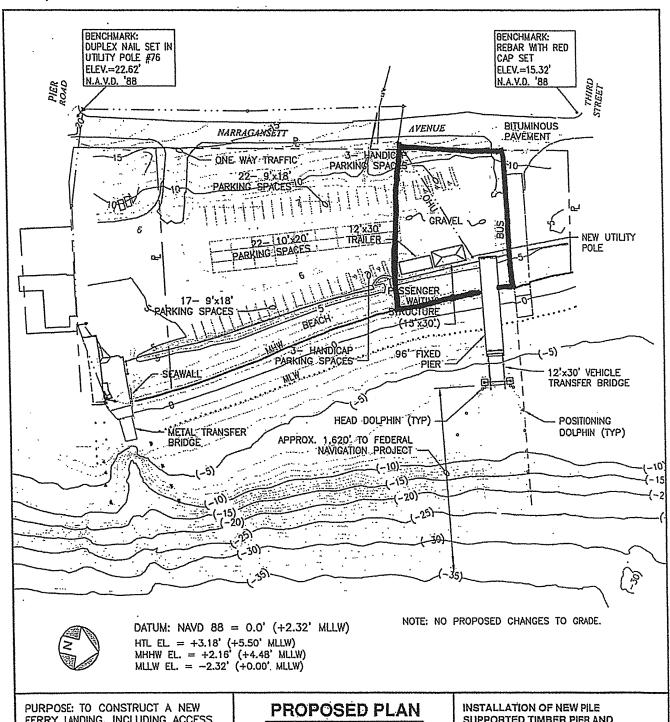
WITNESS:	LESSOR:	TOWN OF PORTSMOUTH
MPedw		By: Armen d. Xerry
	LESSEE:	A & R MARINE CORP.
MA MA	·	By: Stephen Antaya President
STATE OF RHODE ISLAND COUNTY OF <i>Newport</i>	·	
appeared Stephen Antaya, the Preside me to be the party executing the for	ent of A & R MAR regoing instrument astrument by him e	of <u>July</u> , 2014, before me personally RINE CORP., to me known and known by t for and on behalf of A & R MARINE executed to be his free act and deed in his R MARINE CORP.
Joanne M. Mower, Notary Public County of Newport, State of RI - ID # 52632 My Commission Expires December 26, 2015		Janus M Mouls Pary Public Commission expires: 12/26/15
STATE OF RHODE ISLAND COUNTY OF NEWPORT		
appeared <u>TAMES SEVENE</u> and known by me to be the party ex TOWN OF PORTSMOUTH, and (s	of THE TO secuting the foregon when acknowledged	of (Tuey, 2014, before me personally OWN OF PORTSMOUTH, to me known bing instrument for and on behalf of THE I said instrument, by him/her executed to oresaid, and the free act and deed of the
Joanne M. Mower, Notary Public County of Newport, State of RI - ID # 52632 My Commission Expires December 26, 2015	My	Janne In Mouver otary Public by commission expires: 12/26//5

Bk: 1664 Fg: 142 INST: 00002149

Approved as to Form:

Portsmouth Town Solicitor

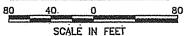
Bk: 1664 Ps: INST: 00002149



FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

DATUM: NAVD 88 = 0.0

CHILDS ENGINEERING CORPORATION 34 WILLIAM WAY, BELLINGHAM, MA 02019



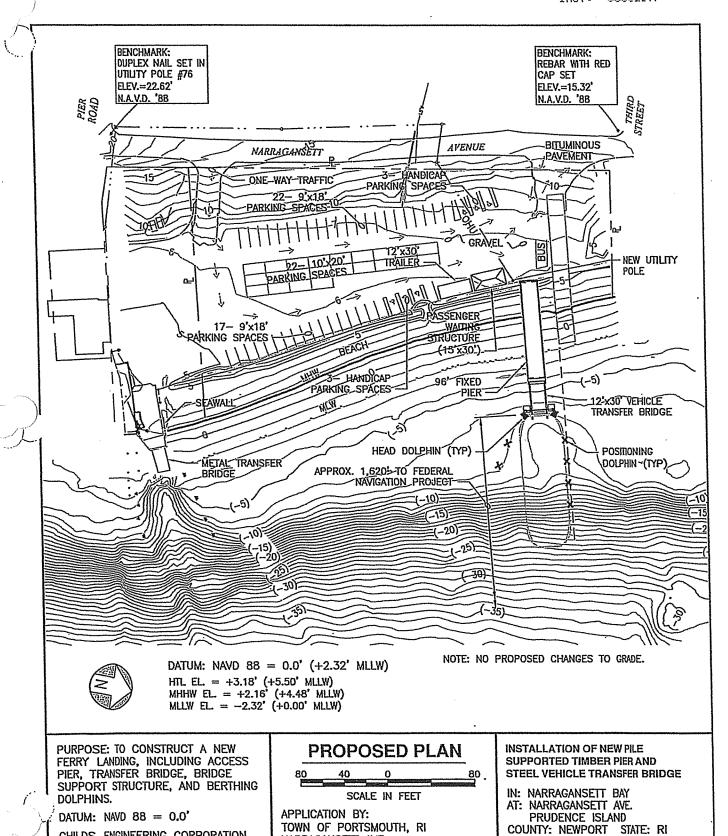
APPLICATION BY: TOWN OF PORTSMOUTH, RI NARRAGANSETT AVE. PORTSMOUTH, RI 02835

SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

IN: NARRAGANSETT BAY AT: NARRAGANSETT AVE. PRUDENCE ISLAND COUNTY: NEWPORT STATE: RI SHEET 3 OF 7 DATE: 3/12/14

Exhibit B Page 1 of 7 Bk: 1664 Ps: 144 INST: 00002149

SHEET 3 OF 9 DATE: 4/22/14



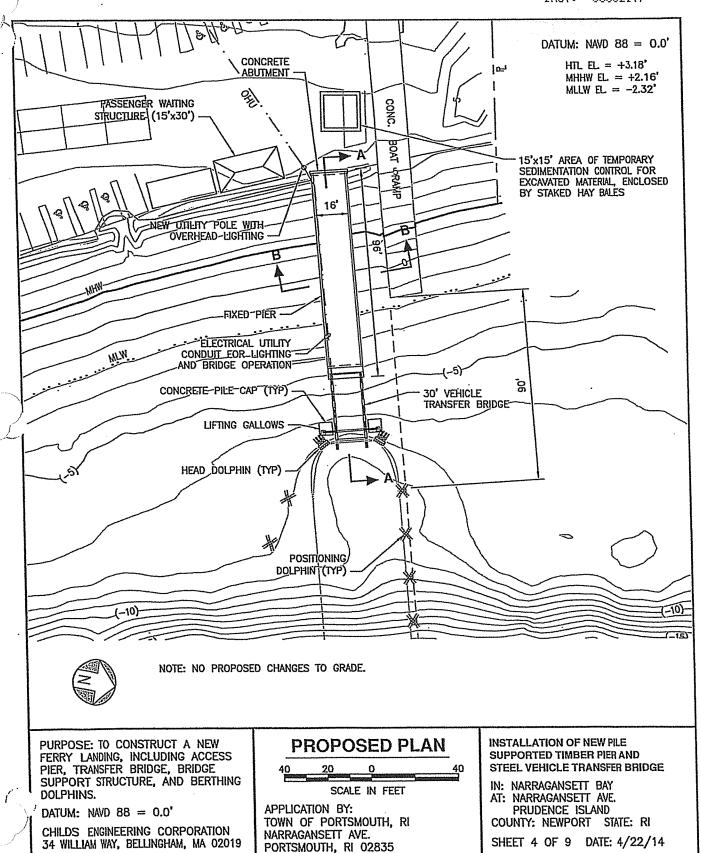
NARRAGANSETT AVE.

PORTSMOUTH, RI 02835

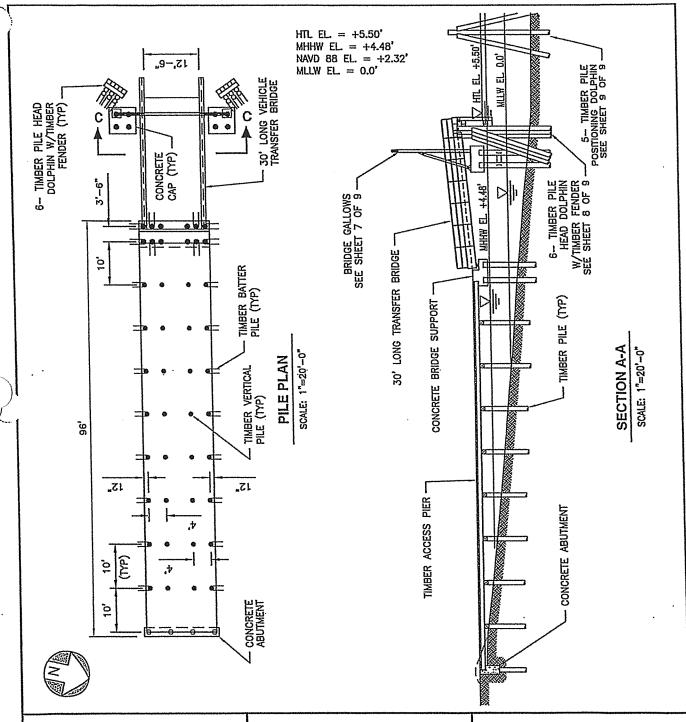
CHILDS ENGINEERING CORPORATION

34 WILLIAM WAY, BELLINGHAM, MA 02019

Bk: 1664 Ps: 145 INST: 00002149



Bk: 1664 Pg: 146 INST: 00002149

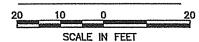


PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

DATUM: MLLW = 0.0'

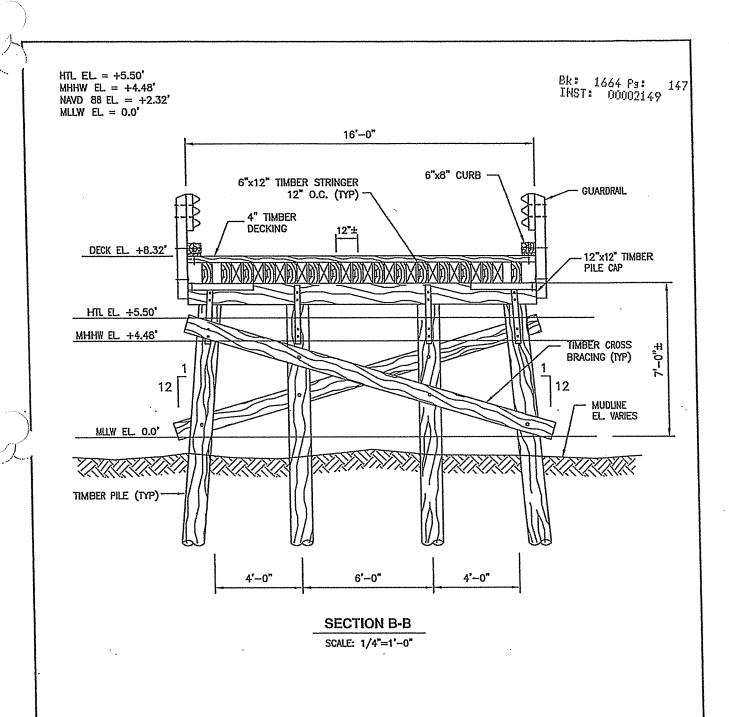
CHILDS ENGINEERING CORPORATION 34 WILLIAM WAY, BELLINGHAM, MA 02019

PILE PLAN/SECTION



APPLICATION BY: TOWN OF PORTSMOUTH, RI NARRAGANSETT AVE. PORTSMOUTH, RI 02835 INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

IN: NARRAGANSETT BAY
AT: NARRAGANSETT AVE.
PRUDENCE ISLAND
COUNTY: NEWPORT STATE: RI
SHEET 5 OF 9 DATE: 4/22/14

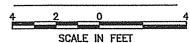


PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

DATUM: MLLW = 0.0'

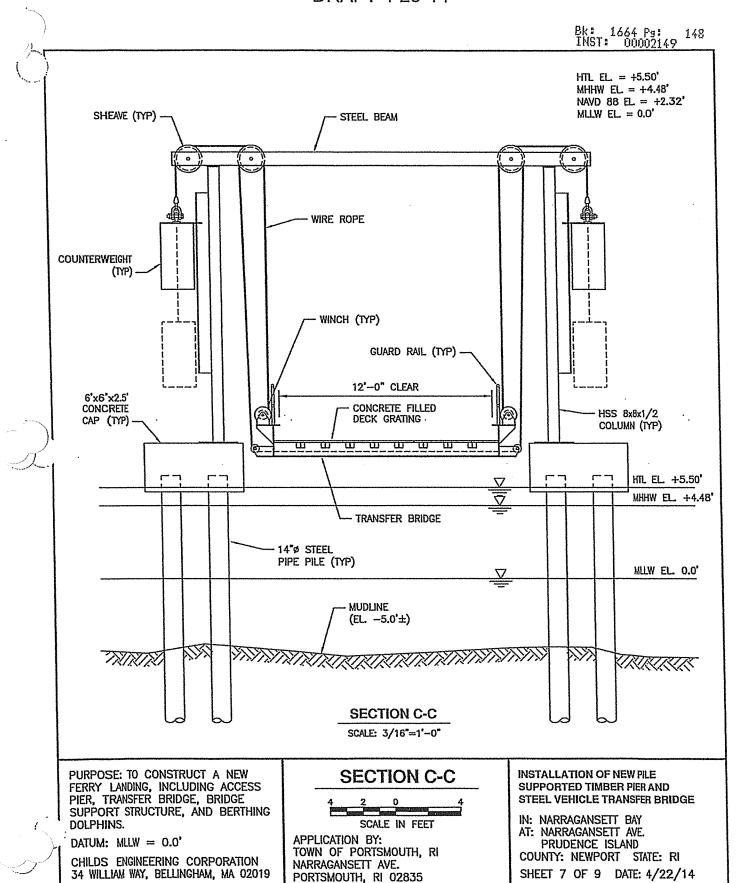
CHILDS ENGINEERING CORPORATION 34 WILLIAM WAY, BELLINGHAM, MA 02019

SECTION B-B

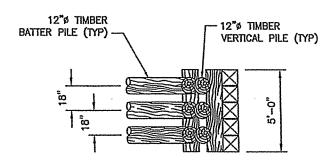


APPLICATION BY: TOWN OF PORTSMOUTH, RI NARRAGANSETT AVE. PORTSMOUTH, RI 02835 INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

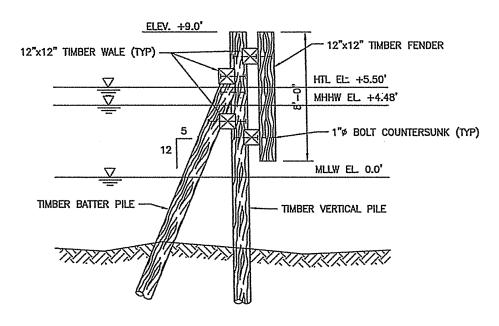
IN: NARRAGANSETT BAY
AT: NARRAGANSETT AVE.
PRUDENCE ISLAND
COUNTY: NEWPORT STATE: RI
SHEET 6 OF 9 DATE: 4/22/14



EK: 1444 Ps: 149
BK: 1664 Pg: 149
HTMSRL: = 05,502 149
MHHW EL: = +4.48'
NAVD 88 EL: = +2.32'
MLLW EL: = 0.0'



PLAN



ELEVATION

HEAD DOLPHIN (2 REQ'D)

SCALE: 3/16"=1'-0"

PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

DATUM: MLLW = 0.0'

CHILDS ENGINEERING CORPORATION 34 WILLIAM WAY, BELLINGHAM, MA 02019

HEAD DOLPHIN

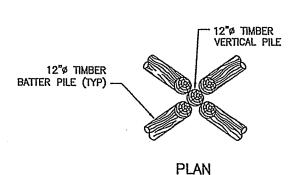


APPLICATION BY: TOWN OF PORTSMOUTH, RI NARRAGANSETT AVE. PORTSMOUTH, RI 02835 INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

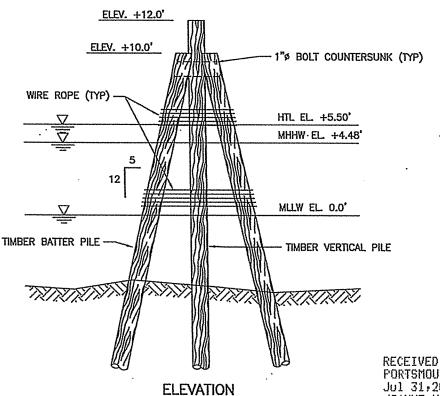
IN: NARRAGANSETT BAY
AT: NARRAGANSETT AVE.
PRUDENCE ISLAND
COUNTY: NEWPORT STATE: RI
SHEET 8 OF 9 DATE: 4/22/14

DRAFT 4-23-14

Bk: 1664 Pg: 150 INST: 00002149



HTL EL. = +5.50' MHHW EL. = +4.48' NAVD 88 EL = +2.32' MLLW EL. = 0.0'



PORTSMOUTH, RI Jul 31,2014 02:08P JOANNE M. MOWER TOWN CLERK

PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

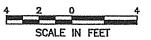
DATUM: MLLW = 0.0'

CHILDS ENGINEERING CORPORATION 34 WILLIAM WAY, BELLINGHAM, MA 02019

POSITIONING DOLPHIN

POSITIONING DOLPHIN (6 REQ'D)

SCALE: 3/16"=1'-0"



APPLICATION BY: TOWN OF PORTSMOUTH, RI NARRAGANSETT AVE. PORTSMOUTH, RI 02835 INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

IN: NARRAGANSETT BAY
AT: NARRAGANSETT AVE.
PRUDENCE ISLAND
COUNTY: NEWPORT STATE: RI
SHEET 9 OF 9 DATE: 4/22/14

INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE entered into effective as of September 15, 2014, by and between the TOWN OF BRISTOL, party of the first part, hereinafter called the "LESSOR," and A&R MARINE CORP., a Rhode Island corporation, having its mailing address at P.O. Box 1017, Bristol, Rhode Island, 02809 party of the second part, hereinafter called the "LESSEE."

The expressions LESSOR and LESSEE wherever hereinafter used in this INDENTURE OF LEASE shall be construed as including and referring to the parties hereto and their respective heirs and assigns, wherever such construction is required or consistent with the provisions of this lease; and all covenants, agreements, conditions, rights, powers and provisions hereinafter contained on the part of the respective parties hereto shall extend to and be binding upon their respective successors and assigns.

WITNESSETH

That the LESSOR does hereby demise and lease to LESSEE those parcels of land (containing approximately 7,050 square feet), and other appurtenances located thereon at the Thames Street Dock, in the Town of Bristol, Rhode Island, described in **Exhibit A** which is attached hereto and incorporated by reference herein, hereafter referred to as the "Premises."

TO HAVE AND TO HOLD the Premises, with all rights, privileges, or preferential use and occupancy and the buildings and other appurtenances thereto, unto and to the exclusive use of the LESSEE, for and during the term of five (5) years from the 15th day of September, 2014, to the 14th day of September, 2019, upon the following covenants and conditions:

1. <u>Use of the Leased Premises</u>: The LESSEE shall use the Premises for the following purpose:

- a. To conduct its business as a common carrier and to provide staging and parking for patrons of the carrier.
- b. To conduct its business in such a manner as to prevent to the extent practicable pollution of the harbor, fouling of the air, and the creation of any other nuisance.
- c. All parking and staging must be done in a safe and orderly manner so as to not obstruct traffic.
- d. For employee parking and standby parking for ferry vehicles and temporary staging for off-loading of goods and materials being brought to and from the island.

The Premises may not be used for any other purpose unless said other use is approved in writing by the LESSOR, which approval will not be unreasonably withheld or delayed.

2. Rent: The LESSEE shall pay unto the LESSOR an annual rental fee of TWELVE THOUSAND and 00/100 DOLLARS (\$12,000.00), commencing on the 15th day of September, 2014, with the minimum quarterly installments of THREE THOUSAND and 00/100 DOLLARS (\$3,000.00) due on the 15th day of each and every quarter. LESSEE agrees that, upon the release of the Consumer Price Index by the United States Department of Labor's Bureau of Labor Statistics in December of each year, the aforementioned annual rental fee of TWELVE THOUSAND and 00/100 DOLLARS (\$12,000.00) shall be adjusted for the subsequent year accordingly to reflect inflation or deflation as reported in the Consumer Price Index that occurred in the current and preceding year(s), as calculated with the year 2014 as the baseline year.

The LESSEE paying the rent and performing on its part the agreements herein contained, may peaceably hold and enjoy said Premises during the term of the lease without any lawful let or hindrance by the LESSOR, or any person claiming by, through or under it.

3. Prior Termination:

In the event the LESSEE shall fail to pay the quarterly installment of rent within fifteen (15) days subsequent to the 15th day of each and every quarter (and it shall not be required that any demand be made for the same), or in case of failure on the part of the LESSEE to perform all the covenants and agreements contained in this lease, and such failure shall continue for more than fifteen (15) days or longer than is reasonably necessary and requisite to correct the failure, after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the default, the LESSOR shall be at liberty to enter upon and take immediate possession of the Premises and declare this lease at an end.

- 4. <u>Assignment and Subletting</u>: The LESSEE shall not assign this lease or sublet the whole or any part of the Premises without the prior written consent of the LESSOR.
- 5. Failure to Remove Property and Fixtures: If, upon termination of this lease under any of the provisions hereof, or if LESSEE moves out or is dispossessed, the LESSEE fails to remove within six (6) months after such termination, moving out, dispossession, or expiration, all its furniture, trade fixtures, machinery and equipment or other personal property and all of its buildings existing or hereafter erected by LESSEE on the Premises, such remaining furniture, trade fixtures, machinery and equipment or other personal property and buildings shall be deemed abandoned by the LESSEE and shall become property of the LESSOR.
- 6. <u>Laws</u>: The LESSEE shall comply with all laws, ordinances, rules, regulations, orders and requirements of the Federal, State and Local Governments, including LESSOR.

7. Maintenance of the Premises:

a. Maintenance of Existing Conditions: The LESSEE shall keep the Premises clean and in good repair during the term of this lease, ordinary wear and tear thereof, damage by fire and other unavoidable casualty excepted, provided that at the expiration or sooner termination thereof, the LESSEE will peaceably surrender possession of the Premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and damage by fire and other unavoidable casualty excepted. The LESSEE shall be responsible for and repair, as its own expense, all damage caused by LESSEE's negligence or by the

negligence of LESSEE's agents, employees, servants, invitees, or visitors, to the buildings and other appurtenances including those owned by the LESSOR on the Premises, said damage to be repaired to the satisfaction of the LESSOR. The LESSOR may at all reasonable times enter to view and inspect the Premises and any building, structure or other appurtenance thereon, and to order such repairs as may be considered reasonably necessary.

- b. <u>Improvement Pursuant to Pare Corporation Report</u>: LESSOR and LESSEE shall mutually pursue and negotiate sharing in the cost of implementing, in stages, the improvements named in the Report prepared by the Pare Corporation dated January 23, 2013 and any further reports commissioned regarding non-urgent improvements or repairs to the Premises. All improvements shall become the property of the LESSOR.
- c. <u>Approvals</u>: As owner of the Premises, LESSOR agrees, immediately upon request, to sign all applications with the CRMC and/or DEM for improvements to the Premises that require CRMC and/or DEM approval.

8. <u>Liability Insurance</u>:

- a. <u>Liability</u>: The LESSEE shall obtain and maintain throughout the operation of this lease, comprehensive general liability insurance running to the benefit of both the LESSOR and the LESSEE for personal and bodily injuries including death in the sum of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00) for any one person and ONE MILLION and 00/100 DOLLARS (1,000,000.00) for any one occurrence and THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00) for property damage for any one accident. The Town of Bristol, its officials, employees and agents shall be named as Additional Insured.
- b. <u>Certificates and Endorsements</u>: LESSEE shall provide LESSOR with certificates and endorsements of all insurance specified above with proof of payment of the premium(s) at the commencement of the term of this lease. Said certificates and endorsements shall name LESSOR, its officials, employees and agents as an additional insured on the policy and shall cover the entire scope of LESSEE's use of the Premises. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of such insurance in Rhode Island.
- 9. <u>Taxes</u>: All real estate and other taxes legally assessed against property of the LESSEE on the Premises shall be paid by the LESSEE during the term of this lease.
- 10. <u>Lien:</u> Notwithstanding any other provisions herein contained the LESSOR shall have a lien upon all personal property of the LESSEE including any and all of its buildings or

other structures existing or hereafter erected by the LESSEE on the Premises, to secure the payment of all rent due or to become due under the provisions of this lease, as well as the payment of any and all other obligations of the LESSEE in the lease contained.

- Notices: All notices required to be given by the LESSEE to the LESSOR shall be in writing and be addressed to the Antonio A. Teixeira, Town Administrator, Bristol Town Hall, 10 Court Street, Bristol, RI 02809-2208; and any notices from the LESSOR to the LESSEE shall be addressed to A&R Marine Corp., Inc., P.O. Box 1017, Bristol, RI 02809 and to Michael R. McElroy, Esq., P.O. Box 6721, Providence, RI 02940-0671 or to such other addresses as the parties hereto may respectively designate by notice in writing.
- Option to Extend Lease: The LESSEE, in consideration of the mutual covenants and conditions herein contained, shall have the option to extend this Lease for a further period of five (5) years from the 15th day of September, 2019, to and including the 14th day of September, 2024; and the LESSOR shall have the option to extend this Lease for two (2) additional successive terms of five (5) years each upon the same terms and conditions as are herein contained, except that the amount of annual rent, the minimum insurance requirement, and minimum liability insurance to be in effect for each term of the extended period shall be fixed by the Town.

The amount of annual rent so fixed for the option period shall be based on good faith negotiation and considering the most recent appraisal of the value of the land and dock space in the Thames Street Dock, conducted by an outside appraiser at the request of the LESSOR. The LESSEE or the LESSOR, as appropriate, in order to exercise such options, must have given notice in writing by certified mail at least six (6) months before

the expiration date of this lease, of intention to take up such option, unless said notice is waived.

- Abatement of Rent: In the event of damage by fire or the elements to any building or buildings, or other appurtenances existing or hereafter erected by the LESSEE on the Premises, in accordance with this lease, or in the event of flood or other loss thereof, or other unavoidable casualty so that the LESSOR determines that said Premises shall be made unfit entirely or in part for occupation and use as herein contemplated, LESSOR shall grant a just and proportionate abatement of rent until the same be properly repaired or restored by the LESSEE, provided, however, that if the LESSEE shall not elect to so repair or restore same within a reasonable time after such occurrence, the LESSEE shall be responsible for removing the structure from the Premises unless the Town waives this provision and this lease shall then be terminated and insurance monies therefore due shall be paid to the LESSEE provided that any accrued rent or other charges that may be due under this lease have been paid, the LESSEE shall be given six (6) months time to remove all its furniture, trade fixtures, machinery, equipment or other personal property, owned by LESSEE on the Premises.
- 14. <u>Indemnity</u>: LESSEE agrees that LESSEE shall, at all times, defend, protect and save, hold harmless and indemnify the LESSOR, its agents, servants, and employees against and from:
 - a. any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE's agents, employees, servants, invitees or visitors;
 - b. all claims, including bodily injury and death, loss, costs, damage or expenses including attorneys' fees arising out of or from any accident, incident or occurrence in any way connected to the use in, on or about the Premises by LESSEE, or by LESSEE's agents, employees, servants, invitees, or visitors;

- all claims, including bodily injury and death, loss, costs, damage or expenses, including attorneys' fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this lease.
- Non-Waiver: The failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms or conditions of this lease or to exercise any option of the LESSOR herein contained, will not be construed as a waiver for the future of such term, condition, agreement or option, the receipt by the LESSOR of rent with knowledge of the breach of any term, condition, or agreement will not be deemed to be a waiver of such breach. The receipt by the LESSOR of rent after the giving of any notice required to be given to the LESSEE by the law or by the terms of this lease will not in any way affect the operation of such notice.
- 16. <u>Building Repairs and Alterations</u>: No buildings shall be constructed on the Premises without LESSOR's prior written approval, which approval shall not be unreasonably withheld or delayed. See also the terms in Paragraph 7 regarding repairs and improvements.
- 17. Access: LESSEE shall not block the access road/fire lane on or about Premises, nor shall it permit its agents, servants, invitees, or visitors to block Thames Street or said access road/fire lane with trucks or other vehicles, or in any other manner.
- 18. <u>Littoral Rights Retained by Lessor</u>: Except for that access specifically set forth above necessary for a use authorized under this lease, nothing contained in this agreement shall be construed as conveying LESSOR's littoral rights arising out of LESSOR's ownership of the demised parcel(s) and parcels adjacent thereto.
- 19. <u>Inventory of Personal Property</u>: Within six (6) months of the end of the lease term,
 LESSEE shall furnish LESSOR with an inventory of all its furniture, trade fixtures.

- machinery, equipment or other personal property which it may elect to remove under Paragraph 5.
- 20. <u>Utilities</u>: LESSEE shall pay when due the cost of all utility service to the Premises, including but not limited to heat, gas, telephone, sewer and electricity.
- Snow Removal and Line Painting: The LESSEE shall provide sufficient funds by September 15, 2014 for the purchase of a snow plow for the Harbormaster's vehicle, estimated at EIGHT THOUSAND DOLLARS and 00/100 (\$8,000.00); the Harbormaster or his assigns shall thereafter plow the Thames Street Dock in a reasonable manner so that snow is reasonably removed at the times that the LESSEE operates the ferry service and the LESSOR will repaint the lines on the Premises; as reasonably required, but no more often than annually.
- 22. <u>Approval</u>: This agreement shall be effective only subsequent to its approval by the Town Council of Bristol as designated below.
- 23. <u>Slip</u>: LESSOR will provide LESSEE with a 32' slip during the off season and a 24' slip during the peak season.

WITNESS:

LESSOR:

TOWN OF BRISTOL

By:

ву. 🚾 г. г.

TOWN ADMINISTRATOR

LESSEE:

A & R MARINE CORP.

Stephen Antaya

President

STATE OF RHODE ISLAND'
COUNTY OF

Notary Public

My commission expires:_

STATE OF RHODE ISLAND

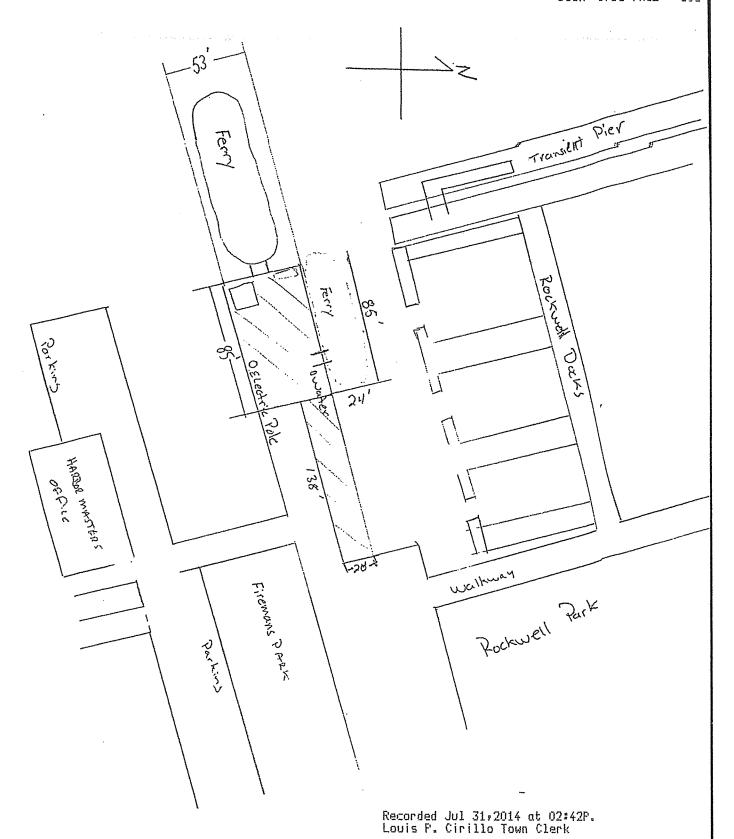
COUNTY OF

In Bristol, on the 22 day of July, 2014, before me personally appeared Antonio B. Teixeiem of THE TOWN OF BRISTOL, to me known and known by me to be the party executing the foregoing instrument for and on behalf of THE TOWN OF BRISTOL, and (s)he acknowledged said instrument, by him/her executed to be his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of the TOWN OF BRISTOL.

Notary Public

My commission expires.

Schacht & McElroy/A&R/Bristol A & R Lease 07-18-14



NOT TO SCA

December 11, 2015

13. Please clarify when construction of an administrative office is planned and provide all supporting cost documentation, including the source of funds for payment of the facility (debt, cash, etc.).

RESPONSE:

Construction is expected to begin after the first of the year, 2016. The office building will be paid for using Equity provided by Stephen Antaya. See the attached quote for the building. We have elected to forgo the \$10,500 HVAC system.

A & R Marine Prudence Island, RI, 02782

> Allan Bearse P.O. Box 157 Prudence Island, RI 02872 RI Contractor #2422

(401) 742-1901

Allun I liagaol.com

PROPOSAL MOVABLE OFFICE BUILDING

Project description

Construct a 12' x 30' office building, which is capable of being moved by a crane, as per plans provided.

Project includes:

Exterior

- Excavation and installation of ten (10) concrete piers.
- Framing as per plan including 2"x6", 16" on center, wall framing
- 4" vinyl clapboard siding, grav in color.
- Varyl corner boards, white in color.
- Alaminum fuscia and rakes, white in color.
- Beaded vinyl soffits, white in color
- Therma-Tru fiberglass doors with PVC jambs and dusing. Style S603.
- Anderson 400 series windows with a white viryl exterior and a white wood interior
- 4" rigid foam insulation under the floor to achieve an approximate R-Value of 25.6
- 6" fiberglass wall insulation to achieve a R-Value of 19.
- 12" fiberglass ceiling insulation to achieve a R-Value of 38.
- Apply ice and Water membrane to the all roof surfaces.
- Stringle roofs with Owens Corning, Duration, 30 year, organic based, architectural roof shingles nailed with 1-1/4" galvanized roof nails in a hurricane-nailing pattern. Estate Gray in color.

Interior

- Two, b-panel, molded doors.
- Une "Datch" door.
- 2-1/2" factory primed colonial easing on all windows and doors.
- 3-1/2 factory primed colonial baseboard
- 3/8" A/C plywood walls and cerlings w/1-1/4" fathe strips at all seems, and quarter-round mold at all edges.
- Preparation of floor for sheet vinyl installer

Protect pricing:

Exterior and Interior completion	\$40,560,00
Interior Painting (\$750 materials)	1.740.00
HVAC (Subcontractor; heat pump w/electric backup)	E0_500.00
Flectric (Allowance: Subcontractor)	2,500,00
Electric (Fixture allowance)	1,500,00
Flooring (Allowance: 360 sq. ft. (q. \$5 00)	1.800.00
Gutters (Allowance: Subcoutractor)	950,00
Counter tops and office furniture (Allowance)	3,000 (4)
Permits (Allowance: Town and CRMC)	500 (n)
Proposed project total	\$63,050,00

No deposit required, payment schedule to be discussed

Nation

Allowances are my hest educated guess at this point in time. Numbers will be adjusted as subcontractors complate their bids, and/or when material choices have been completed.

Price ittelludes labor and materials, but not freight

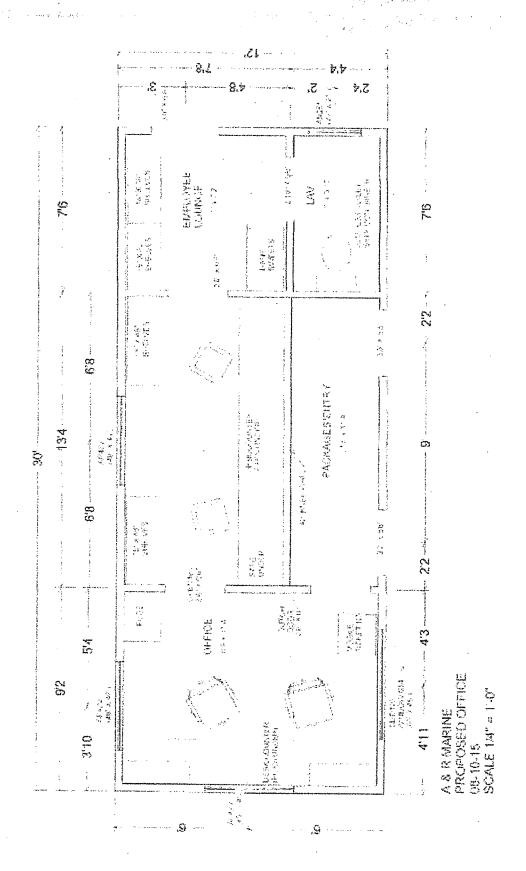
All craftsmanship and materials will meet or exceed standards of the opiniquetien industry.

The completed project will meet or exceed state and town building code requirements.

Once begun, the project will be completed in a timely fashion

Option to reduce costs.

- Windows. Contractor grade windows are cheaper, but do not operate as smoothly, and are not as weather tight.
- Doors. Steel doors with wood jambs are chenper, but would require maintenance.
- Walls 2" x 4" construction would save initial cost, but would not allow for R-19 insulation.
- Insulation. I could also reduce the thickness, and cost, of both the floor and coiling insulations.
- HVAC. Electric baseboard heat, and an in-wall air conditioner, could be installed, but you would lose some floor and wall space, and not have the same consistency and efficiency of heating and cooling.



الأرمني تسترج فأطانه والأ

December 11, 2015

14. In which line item is the construction of the administrative office included.

RESPONSE:

The cost for the construction of the administrative office is being capitalized. The depreciation expense in the amount of \$1,575 has been included the total rate year depreciation cost.

December 11, 2015

5. Plea	se provide copies of insur	rance policies.	
RES	PONSE:		
See	attached.		
Prep	oared by David G Bebyr	n CPA	



The Company issuing this policy is indicated below:
OBI National Insurance Company
*
150 Royall Street
Canton, MA 02021

Producer Name and Address: (3859161) CHATTERTON INSURANCE, INC.

* A Stock Company

COMMERCIAL MARINE PACKAGE

Policy Number 15JH54845

New

Insured Name and Address:

A & R MARINE CORP.

DBA PRUDENCE AND BAY ISLAND TRANSPORT
PO BOX 1017

BRISTOL, RI 02809-0902

at place of Issuance FROM: August 01, 2015

TO: August 01, 2016

PO BOX 1146

Schedule of Locations:

Policy Period 12:01 AM

See Schedule of Locations Attached

Description of Covered Operations:

PAWTUCKET, RI 02862-1146

Passenger Vessel Operator

Coverage Section	Coverage Part		Covered / Not Covered	Premium
SECTION I - Commercia	Marine Liability			
Part I	Marine General Liability		Covered	\$1,000
Part II	Protection & Indemnity		Covered	\$5,235
Part III	Bailee Liability		Not Covered	
Part IV	Limited Pollution Liability		Covered	Included
SECTION II - Hull Physic	al Damage			
Part I	Hull Physical Damage		Covered	\$10,638
Part II	Hull Builders Risk		Not Covered	
SECTION III - Property P	hysical Damage			
Part I	Piers, Wharves & Docks		Not Covered	
Part II	Mobile Equipment		Not Covered	
Part III	Fixed Marine Property		Not Covered	
Part IV	Pollution Physical Damage		Not Covered	
		PREMIUM		\$16,873
		TERRORISM	Not Covered	
		STATE SURCHARGE		
PREMIUM	PAYABLE Direct Bill	TOTAL		\$16,873.00

SUBJECT TO CONDITIONS OF FORMS ATTACHED HERETO.

LIMITS OF LIABILITY, AMOUNTS OF INSURANCE, AND DEDUCTIBLES AS PER THE DECLARATION PAGES.

Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING PROVISIONS AND STIPULATIONS AND THOSE HEREINAFTER STATED, WHICH ARE HEREBY MADE A PART OF THIS POLICY TOGETHER WITH OTHER SUCH PROVISIONS, STIPULATIONS AND AGREEMENTS AS MAY BE ADDED HERETO, AS PROVIDED IN THIS POLICY.

IN WITNESS WHEREOF, this Company has caused this Policy to be executed below, but this Policy shall not be vaild unless countersigned by a duly authorized representative of the Company.

Christiphe / feny Secretary

President

Countersigned by this date 08/11/2015

Authorized Representative

3 0 3859161 08/11/2015 JEC CPW PR 1.000

Subtotal Premium \$1,000 Endorsements Subtotal Endorsements Included Total Marine GL Premium \$1,000 Note: Hull/P&I Policy # J5JH54652. COVERAGE PART II - PROTECTION & INDEMNITY Vessel "Herbert C. Bonner" / 1970 / 120' / Steel Ferry 2 \$3,23' Subtotal Vessel Premium \$3,23' Endorsements Crew Coverage Subtotal Endorsements \$2,000 Subtotal Endorsements \$2,000 Navigation Area The waters of Narragansett Bay and Rhode Island Sound not to exceed twenty-five (25) miles from the nearest point of land. Note: Deductible: \$1,000BI/\$25,000PD. Passenger Warranty: One Hundred Porty Nine (149). COVERAGE PART IV - LIMITED POLLUTION LIABILITY Coverage A - Premises & Mobile Equipment Coverage B - Watercraft - Owned Coverage C - Watercraft in Care Custody or Control Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$1,000,000	•	SUPPLEMEN	TAL DECLARATI	ONS	***	Premium
Coverage Parts					ES	
Products-Completed Operations Aggregate Limit \$1,000,000 General Aggregate (other than Prod./Comp Ops) \$2,000,000 Medical Payments Limit of Insurance \$50,000 Combined Single Liability Deductible \$1,000 Combined Single Liability Deductible \$1,000 Combined Single Liability Deductible \$1,000 Coverage PART I - MAKINE GENERAL LIABILITY Rating Class Rating Basis Est Amount Rate Passenger Vessel Gross Receipts If Any 0.00% Flat Premium \$1,000 Subtotal Premium \$1,000 Findorsements Findorsements Subtotal Endorsements Included Total Marine GL Premium \$1,000 Mote: Hull/P&I Policy \$ J5JH54652. COVERAGE PART II - PROTECTION & INDEMNITY Vessel Subtotal Endorsements \$2,000 Subtotal Endorsements \$3,233 Subtotal Endorsements \$2,000 Subtotal En						
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Note: Hull/P&I Policy # J5JH54652. COVERAGE PART II - PROTECTION & INDEMNITY Vessel "Herbert C. Bonner" / 1970 / 120' / Steel Ferry Subtotal Vessel Premium \$3,23! Endorsements Crew Coverage Subtotal Endorsements Total P&I Premium Navigation Area The waters of Narragansett Bay and Rhode Island Sound not to exceed twenty-five (25) miles from the nearest point of land. Note: Deductible: \$1,000BI/\$25,000PD. Passenger Warranty: One Hundred Forty Nine (149). COVERAGE PART IV - LIMITED POLLUTION LIABILITY Coverage A - Premises & Mobile Equipment Coverage B - Watercraft - Owned Coverage C - Watercraft in Care Custody or Control Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$1,000,000 Total Pollution Premium Include SECTION II DECLARATIONS	Endorsements			Chi	htotal Endongomenta	Tmaludad
Note: Hull/P&I Policy # J5JH54652. COVERAGE PART II - PROTECTION & INDEMNITY Vessel "Herbert C. Bonner" / 1970 / 120' / Steel Ferry Subtotal Vessel Premium \$3,23! Endorsements Crew Coverage Subtotal Endorsements Total P&I Premium \$5,23! Navigation Area The waters of Narragansett Bay and Rhode Island Sound not to exceed twenty-five (25) miles from the nearest point of land. Note: Deductible: \$1,000BI/\$25,000PD. Passenger Warranty: One Hundred Forty Nine (149). COVERAGE PART IV - LIMITED FOLLUTION LIABILITY Coverage A - Premises & Mobile Equipment Coverage B - Watercraft - Owned Coverage Covered Coverage C - Watercraft in Care Custody or Control Not Covered Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$1,000,000 Total Pollution Premium Include SECTION II DECLARATIONS						
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Endorsements Crew Coverage Subtotal Endorsements \$2,000 Total P&I Premium Navigation Area The waters of Narragansett Bay and Rhode Island Sound not to exceed twenty-five (25) miles from the nearest point of land. Note: Deductible: \$1,000BI/\$25,000PD. Passenger Warranty: One Hundred Forty Nine (149). COVERAGE PART IV - LIMITED POLLUTION LIABILITY Coverage A - Premises & Mobile Equipment Coverage B - Watercraft - Owned Coverage C - Watercraft in Care Custody or Control Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$1,000,000 Total Pollution Premium Include SECTION II DECLARATIONS		er" / 1970 / 120' / s	Steel Ferry	•	# of Crew 2	\$3,,235
Subtotal Endorsements \$2,000 Total P&I Premium Navigation Area The waters of Narragansett Bay and Rhode Island Sound not to exceed twenty-five (25) miles from the nearest point of land. Note: Deductible: \$1,000BI/\$25,000PD. Passenger Warranty: One Hundred Forty Nine (149). COVERAGE PART IV - LIMITED POLLUTION LIABILITY Coverage A - Premises & Mobile Equipment Coverage B - Watercraft - Owned Coverage C - Watercraft in Care Custody or Control Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$1,000,000 Total Pollution Premium Include SECTION II DECLARATIONS				Subt	otal Vessel Premium	\$3,235
Navigation Area The waters of Narragansett Bay and Rhode Island Sound not to exceed twenty-five (25) miles from the nearest point of land. Note: Deductible: \$1,000BI/\$25,000PD. Passenger Warranty: One Hundred Forty Nine (149). COVERAGE PART IV - LIMITED POLLUTION LIABILITY Coverage A - Premises & Mobile Equipment Coverage B - Watercraft - Owned Coverage C - Watercraft in Care Custody or Control Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$1,000,000 Total Pollution Premium Include SECTION II DECLARATIONS						\$2,000
Navigation Area The waters of Narragansett Bay and Rhode Island Sound not to exceed twenty-five (25) miles from the nearest point of land. Note: Deductible: \$1,000BI/\$25,000PD. Passenger Warranty: One Hundred Forty Nine (149). COVERAGE PART IV - LIMITED POLLUTION LIABILITY Coverage A - Premises & Mobile Equipment Coverage B - Watercraft - Owned Coverage C - Watercraft in Care Custody or Control Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$1,000,000 Total Pollution Premium Include SECTION II DECLARATIONS				Su	btotal Endorsements	\$2,000
The waters of Narragansett Bay and Rhode Island Sound not to exceed twenty-five (25) miles from the nearest point of land. Note: Deductible: \$1,000BI/\$25,000PD. Passenger Warranty: One Hundred Forty Nine (149). COVERAGE PART IV - LIMITED POLLUTION LIABILITY Coverage A - Premises & Mobile Equipment Not Covered Coverage B - Watercraft - Owned Coverage C - Watercraft in Care Custody or Control Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$1,000,000 Total Pollution Premium Include SECTION II DECLARATIONS	Marriantian Aran				Total P&I Premium	\$5,235
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Coverage B - Watercraft - Owned Coverage C - Watercraft in Care Custody or Control Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$1,000,000 Total Pollution Premium Include SECTION II DECLARATIONS		COVERAGE PART	r IV - LIMITED I	POLLUTION LIA	BILITY	
Total Pollution Premium Include SECTION II DECLARATIONS	Coverage B - Watero	craft - Owned			Covered	Included
SECTION II DECLARATIONS	Pollution Limit of	Liability - Sub-Limi	it of Combined :	Single Limit	\$1,000,000	
				Tota	al Pollution Premium	Included
HOLD INIDICAL Drange COVERNME						

Policy: J5JH54845

SUPPLEMENTAL DECLARATIONS Premium				
	T. NIIIOTONI D			
COVERAGE PART I - HU	LL PHISICAL DAMAGE			
Description of Vessel(s):	Amt Insured &			
Vessel "Herbert C. Bonner" / 1970 / 120' / Steel Ferry	Deductible Agreed Value \$25,000 \$575,000	Rate 1.85	\$10,638	
nersere of bonner , 15.0 , 120 , beeck felly	Subtotal Vessel		\$10,638	
	Suptotal Vessel	Fremrum	210,630	
Navigation Area The waters of Narragansett Bay and Rhode Island S (25) miles from the nearest point of land.	ound not to exceed twenty-	five		
	Total Hull	Premium	\$10,638	

•		***		
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			3	
			=	
				
	•			

Page 1 of 1

SCHEDULE OF LOCATIONS

Loc Address

- 1 THAMES STREET DOCK BRISTOL, RI 02809
- 2 NARRAGANSETT AVE., PRUDENCE ISLAND PORTSMOUTH, RI 02872

SCHEDULE OF FORMS

IMU 0001 01 07	COMMERCIAL MARINE PACKAGE DECLARATIONS
IMU 0004 01 07	SCHEDULE OF LOCATIONS
IMU 0005 01 07	
IMU 0008 01 07	SUPPLEMENTAL DECLARATIONS
	SCHEDULE OF FORMS
IMU 0011 01 07	MARINE GENERAL LIABILITY INSURING CONDITIONS
IMU 0012 01 07	PROTECTION & INDEMNITY INSURING CONDITIONS
IMU 0019 11 07	LIMITED POLLUTION LIABILITY INSURING CONDITIONS
IMU 0031 05 08	HILL DEVELOR DAY OF THE PROPERTY OF THE PROPER
IMU 0061 01 07	HULL PHYSICAL DAMAGE INSURING CONDITIONS
	GENERAL EXCLUSIONS FROM COVERAGE
IMU 0071 01 07	GENERAL CONDITIONS FOR COVERAGE
IMU 0112 01 07	CREW ENDORSEMENT
IMU 0123 12 07	PROTECTION & INDEMNITY OCCURRENCE LIMIT
IMU 0311 01 07	COMPLIED OF THE TOTAL TO
IMU 0312 01 07	COMBINED SINGLE LIMITS OF INSURANCE
	COMBINED SINGLE DEDUCTIBLE
IMU 0411 04 08	SR & CC / VANDALISM LIMITATION
	, and the state of

COMMERCIAL MARINE PACKAGE INTRODUCTION

The Commercial Marine Package (CMP) is a collection of different kinds of coverage. The Declaration pages indicate which Coverage Parts are provided in this Policy, together with the limits of liability, deductibles, schedules of property and insured locations. Only those Coverage Parts for which the word "Covered" is indicated and a premium is shown on the Declarations, will be provided under the Policy.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declaration, and any other person or organization qualifying as an Insured under this policy. The words "we", "us", "our" and "underwriter" refer to the Company providing this insurance.

The liability co	versages available through this CMD at our ordinary day.			
Coverage Part	verages available through this CMP, at our option, are designated under Section I as the following s:			
Section I	Commercial Marine Liability Part I – Marine General Liability Part II – Vessel Protection & Indemnity Part III – Bailee Liability Part IV – Limited Pollution Liability			
The Hull Physi	cal Damage coverages Under Section II available through this Policy, at our option, are:			
Section II	Hull Physical Damage Part I – Vessel Hull Part II – Hull Builders' Risk			
The Property F	hysical Damage coverages Under Section III available through this Policy, at our option, are:			
Section III	Property Physical Damage Part I – Piers, Wharves and Docks Part II – Mobile Equipment Part III – Marine Property Part IV – Limited Pollution Coverage			
provisions, tog	overage Parts is subject to its own terms, conditions, exclusions and endorsements. These ether with the Declarations for the particular Coverage Part, should be read carefully since they, s, duties, limitations and what is and is not covered.			
the Coverage F	e provisions for each Coverage Part, there are General Exclusions from Coverage applicable to all Parts (unless specifically noted otherwise). These General Exclusions from Coverage are set forth f this Policy designated:			
Section IV	General Exclusions from Coverage (Applicable to All Coverage Sections and Parts)			
There are also General Conditions of Coverage which apply to all the Coverage Parts (unless specifically not otherwise) in addition to the provisions of each Coverage Part. These General Conditions of Coverage are forth in the section of this Policy designated:				
Section V	General Conditions of Coverage (Applicable to All Coverage Sections and Parts)			
The General Ex they determine selected under	sclusions (Section IV) and the General Conditions (Section V) should also be read carefully, since rights, duties, limitations and what is and is not covered with respect to all the Coverage Parts this Policy.			

SCHEDULE OF NON-POLICY FORMS

IMU 0501 01 07 IMU 0503 10 13

COMMERCIAL MARINE PACKAGE INTRODUCTION OCEAN MARINE INSURANCE CLAIMS INFORMATION

Date: September 15, 2015 Policy Number: 0000072807

Policy Information Page

NCCI Carrier Code: 30325

A & R Marine Corp. and A & R Account Holder:

Marine Construction, Inc.

Agent Number:

00065

Prudence & Bay Islands Transport

Agent Name:

Chatterton Insurance Inc

855 Narragansett Avenue

Prudence Island, RI 02872-4314

Agent Address:

PO Box 1146

Pawtucket, RI 02862-1146

Phone:

(401) 722-6010

Named Insured:

Address:

A & R Marine Corp. and A & R Marine Construction,

Dec Type: Amended Group

Affiliation:

Endorsement Reason Add Classification Code Change Payroll Amount

Add Named Insured Change Pay Plan

Transaction Date: 09/15/2015

		X 4 44 14 15 44 44 44 44 44 44 44 44 44 44 44 44 44	CLOIL EXECUTE ON TO MO XU
Policy Number	Endorsement Effective Date	Endorsement Expiration Date	Account Number
0000072807	09/19/2015	09/19/2016	20502587

Policy Period

From	То	
09/19/2015	09/19/2016	12:01 a.m. standard time at address of named insured

3

- A. Workers' Compensation Insurance: Part one applies to the Workers' Compensation law of Rhode Island.
- B. Employers' Liability Insurance: Part two applies to work in Rhode Island. The limits of our liability are:

BODILY INJURY BY ACCIDENT	\$500,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	\$500,000	POLICY LIMIT
BODILY INJURY BY DISEASE	\$500,000	EACH EMPLOYEE

C. Endorsements & Schedules:

- Charles	Endorsement	Endorsement	Endorsement	Endorsement
NAME OF TAXABLE PARTY.	WC 00 04 21D -	BE 00 00 40 - OFAC	BE_00_00_06 - Officers and	WC_00_04_22B - Terrorism
CASSAGE I	Catastrophe (Other than	Trade Sanctions Notice and	Other Exclusion	Risk Insurance Program
THE STATE OF	Certified Acts of Terrorism)	Endorsement	Endorsement	Reauthorization Act
20000000	Premium Endorsement			Disclosure Endorsement



Policy Name: A & R Marine Corp. and A & R Marine Construction, Inc.

Policy Number: 0000072807

Classifications & Rates: The premium for this policy will be determined by our manual of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit and premium surcharge as allowed by law. There might be additional codes associated with this policy than those listed here. An Extension of Information Page (BE_00_00_14B), might be included if there are additional codes.

Premium	Class	Description	Class Type	Estimated Payroll	Rate	Estimated Premium
09/19/15	7380	Drivers, chauffeurs and their helpers NOC-commercial	Standard	\$86,500	6.84	\$5,917
09/19/16	8810	Clerical office employees NOC	Standard	\$25,068	.24	\$60

Policy Name: A & R Marine Corp. and A & R Marine Construction, Inc.

Policy Number: 0000072807

Premium Detail:

Manual Premium	\$5,977.00
Waiver of Subrogation Charge	\$.00
Employers' Liability Increased Limits:	
.008 effective 09/19/15 to 09/19/16	\$48.00
EL Increased Limits Balance to Minimum Premium	\$27.00
Manual Premium Sub-Total	\$6,052.00
Experience Modification:	
1.00 effective 09/19/15 to 09/19/16	\$.00
Modified Premium Sub-Total	\$6,052.00
Adjustments to Manual Premium	,
- Scheduled Credit/Debit of .00%	\$.00
- Loss Free Credit of 0%	\$.00
- Miscellaneous Credit of 0%	\$.00
- Balance to Minimum Premium	\$.00
Standard Premium Sub-Total	\$6,052.00
Adjustments to Standard Premium	
- Premium Discount	\$.00
- Expense Constant	\$215.00
- Miscellaneous Premium Adjustment	\$.00
- TRIEA/TRIPRA:	
1% of payroll effective 09/19/15 to 09/19/16	\$13.00
- DTEC/Catastrophe (other than certified acts of terrorism):	
1% of payroll effective 09/19/15 to 09/19/16	\$13.00
Estimated Annual Premium	\$6,293.00
Additional Premium	\$5,937.00

Other locations, endorsements, insureds, and/or classifications, if any, are shown on extension pages of this Information Page.

Changes to a Pay As You Go policy will adjust the net rate and future payments. You will not be invoiced separately.

Policy Number:

0000072807

Transaction Date: 09/15/2015

Insured:

A & R Marine Corp. and A & R Marine Construction, Inc.

Policy Period:

09/19/2015-09/19/2016

Account Number: 20502587

Extension of Policy Information Page

Additional Policy Endorsements

Endorsement

BE 00 00 01 - WC and Employers Liability Policy



Policy Number:

0000072807

Transaction Date: 09/15/2015

Insured:

A & R Marine Corp. and A & R Marine Construction, Inc.

Policy Period:

09/19/2015-09/19/2016

Account Number: 20502587

Extension of Policy Information Page

Additional Named Insureds

Additional Named Insureds

PRUDENCE & BAY ISLANDS TRANSPORT



Policy Number:

0000072807

Transaction Date: 09/15/2015

Insured:

A & R Marine Corp. and A & R Marine Construction, Inc.

Insured: A & R Marine Corp. and O9/19/2015-09/19/2016

Account Number: 20502587

Extension of Policy Information Page

Risk Locations

Risk Location Name	Risk Location Address
A & R Marine Corp. and A & R Marine Construction,	P.O. Box 1017, Bristol, RI 028090902
Inc.	



Insured:

A & R Marine Corp. and A & R Marine Construction, Inc.

Account Number:

20502587

Transaction Date:

09/15/2015

Policy Number:

0000072807

Policy Period: 09/19/2015-Endorsement Expiration Date: 09/19/2016

09/19/2015-09/19/2016

Date: September 15, 2015

Payment Plan:

Endorsement Effective Date: 09/19/2015

2 11,3 222 222 22 22 22

Endorsement Reason:

Add Classification Code

Six-Payment Plan

Installment Schedule

Previous Amount	\$6,293
Installment Fees	\$25
Changed Amount	\$0
Revised Amount	\$6,318

Installments:

Install. Due Date	Previous	Installment Fee	Changed	Revised
	\$1,573.25	\$.00	\$.00	\$1,573.25
09/19/2015				
	\$943.95	\$5.00	\$.00	\$948.95
10/19/2015				
	\$943.95	\$5.00	\$.00	\$948.95
11/19/2015				
	\$943.95	\$5.00	\$.00	\$948.95
12/19/2015				22122
	\$943.95	\$5.00	\$.00	\$948.95
01/19/2016				
	\$943.95	\$5.00	\$.00	\$948.95
02/19/2016				<u> </u>



December 11, 2015

16. Please indicate whether the proposed return on equity was based on any factors other than Interstate Navigation Company's settled return. If not, why not?

RESPONSE:

The proposed rate of return on equity was only based upon Interstate Navigation's return on equity. The reason for this is there are no other regulated ferry companies that are comparable to Interstate or A&R. A&R considered hiring a cost of capital witness (which would have increased the rate case expense and would have been more expensive for the ratepayers) but decided to utilize the rate already approved for Interstate.

December 11, 2015

17. Why did A&R choose not to perform a fully allocated cost of service study in this initial filing rather than filing for an across-the-board rate increase?

RESPONSE:

Timing. A&R Marine Corp. (A&R) just completed its first year of service in September of 2015 and had been operating at a loss under the rates previously approved for the Island's former ferry provider (Prudence Ferry Inc.) in Docket #2090. These old rates have been in effect since June 8, 1993. These rates are inadequate to cover the current operations, and A&R had to file a rate case as soon as possible in order to get new rates into effect by the summer of 2016. In order to file as quickly as possible, A&R opted to simplify the case by proposing to spread the increase across the board for its first rate case.

December 11, 2015

18. Please provide supporting documentation for \$60,944 of Vessel Maintenance in the Rate Year.

RESPONSE:

The rate year vessel maintenance was based upon \$14,400 for oil changes, yearly amortization of U.S. Coast Guard re-certification in the amount of \$26,500, \$10,000 for general maintenance to the M/V Herbert C. Bonner and \$10,000 for general maintenance to the M/V Prudence Ferry. Regarding the re-certification by the U.S. Coast Guard, both vessels must be hauled every two years in dry-dock or on a railway, to conduct a costly audio gauge of the steel structure and perform other inspections. The cost to repair of any deficiencies they find would have to be covered by the \$10,000 for each boat for general maintenance and repairs. The estimated cost every two years for the recertification is \$40,310 for the M/V Herbert C. Bonner and \$12,805 for general maintenance to the M/V Prudence Ferry.

December 11, 2015

19. Please itemize the costs in the line item entitled "Entertainment."

RESPONSE:

This only included the cost for one business meeting.

December 11, 2015

20. Please itemize the costs in the line item entitled "Professional Fees."

RESPONSE:

The professional fees included \$298 paid to Coastal Documentation, \$850 paid to the Advantec Consulting and \$26 paid to the US Coast Guard.

December 11, 2015

21. Please itemize the costs in the line item entitled "Crew Expenses."

RESPONSE:

The crew expense included \$498 for CPR training, \$935 for employee drug testing and \$775 for uniform expenses.

December 11, 2015

22. Please explain the type of Advertising and Promotion to be undertaken in the Rate Year.

RESPONSE:

The only advertising and promotion expense for the Rate Year is to maintain the company's website.

December 11, 2015

23. Has A&R performed any analysis of whether there will be reduced usage from various customer classes (i.e., adult, vehicle, freight) related to a doubling of rates?

RESPONSE:

No. However, due to requests from island residents, A&R subsequently has submitted supplemental testimony and proposed a Prudence Islander year round Resident discount rates.

December 11, 2015

24. How often during the Test Year was vehicle capacity at 100% with no standby space available?

RESPONSE:

Attached is a schedule detailing the capacity of each run during the Test Year.

				Doc	kside	Anal	ysis - De	partir	ıg	ALL (, 2014 october 1	- Octob	er 9,	2015 October I	2014	Sun	October 1:	2, 2014
		4						NAC AND			į			%Bkd		Time	3	Ves		%Bkd
		electronic						and the second			1		Time	1			80.53%			5.26%
		National						washing.			1		5:45AM				68.42%		8:30AM	
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and the second s	ancourte	HB 6:00PM 47.37%	(July page 178)	

December 11, 2015

25. Was any freight study undertaken during the Test Year?

RESPONSE:

No. Please see the response to Data request No. 17 above.

December 11, 2015

26. Which revenues were not impacted by the proposed rate increase?

RESPONSE:

Charter revenues and the postal contract revenues were not impacted by the proposed increase.

December 11, 2015

27. Please provide an itemization of the Intangible Assets included in A&R's 2014 Annual Report.

RESPONSE:

The intangible asset was comprised of only the unamortized balance of the company's startup costs. These costs covered various costs for accounting, legal, appraisers, computer consultants and other costs not capitalized in a fixed assets but which were expensed before operations began in September of 2014.

December 11, 2015

28. Please provide the dimensions, date of construction, builder, carrying capacities, means of propulsion, and (if possible) photographs of the company's vessels.

RESPONSE:

M/V Herbert C. Bonner:

Dimensions: 120' x 40' Year built: 1970

Builder: New Bern Shipyard Carrying Capacity: 150 passengers, 20 vehicles

Propulsion: (3) Detroit 6-71 Diesel Engines (714 hp total)

See attached photographs.

M/V Prudence Ferry

Dimensions: 64' x 35' Year Built: 1985

Builder: Blount Boats, Inc. Carrying Capacity: 150 passengers, 8 vehicles Propulsion: (1) Detroit 12v-71 (450 hp)

See attached photographs.

M/V Herbert C. Bonner:







M/V Prudence Ferry:





December 11, 2015

29. Please provide and itemization of the rate year utilities of \$6,458.

RESPONSE:

The entire balance is the cost of electricity which was paid to only one vendor (National Grid).

December 11, 2015

30.	Does the	company	expect to	pay	any	municipal	tax	expense	to any	town	where	it
		s infrastru						_	•			

RESPONSE:

No tax bills have been issued to A&R at this time.