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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2026

A N A C T

RELATING TO THE NORTH TIVERTON FIRE DISTRICT

Introduced By: Senator Walter S. Felag

Date Introduced: May 29, 2026

Referred To: Senate Housing & Municipal Government

It is enacted by the General Assembly as follows:

1 SECTION 1. The act, passed at the January session, 1926, approved April 23, 1926,
2 entitled "An Act to Incorporate the North Tiverton Fire District and to Furnish a Supply of Water
3 to the Town of Tiverton," as amended by chapter 1117 of the public laws, 1927, by chapter 971 of
4 the public laws, 1940, by chapter 1828 of the public laws, 1947, by an act passed at the January
5 session, 1948, approved April 15, 1948, by chapter 2815 of the public laws, 1951, by an act passed
6 at the January session, 1956, approved March 30, 1956, by the acts and resolves of 1975, by chapter
7 7 of the public laws of 1982, and by chapter 32 of the public laws, 1993, and by chapter 42 of the
8 public laws, 2002, is hereby further amended to read in full as follows:

9 Section 1. (a) All that portion of the town of Tiverton except the area described in
10 subsection (b) hereof is hereby incorporated into the existing North Tiverton Fire District.

11 (b) Beginning at a point in the easterly shoreline of Mount Hope Bay, said point being
12 located where the westerly extension of the southerly line of Carey Lane intersects with the easterly
13 shoreline of Mount Hope Bay, thence southerly along the easterly shoreline of Mount Hope Bay to
14 a point where the easterly shoreline of Mount Hope Bay becomes the northerly shoreline of
15 Nannaquaket Pond, thence easterly along the northerly shoreline of Nannaquaket Pond to the
16 westerly line of Main Road, thence southerly along the westerly line of Main Road to a point where
17 the westerly line of Main Road intersects the easterly shoreline of Nannaquaket Pond, thence
18 southerly along the easterly shoreline of Nannaquaket Pond to a point where the easterly shoreline
19 of Nannaquaket Pond intersects with the southerly line of Lot 28 as shown on Plan Book 19, Page

1 70, thence easterly along the southerly line of Lot 28 a distance of 544± feet to a point in the
2 westerly line of Main Road, thence northeasterly, across Main Road to a point in the easterly line
3 of Main Road, said point being the intersection of the easterly line of Main Road with the southerly
4 line of Bulgarmarsh Road, thence easterly along the southerly line of Bulgarmarsh Road to the
5 point of intersection of the southerly line of Bulgarmarsh Road with the westerly line of Susan
6 Lane, thence southerly along westerly line of Susan Lane a distance of 410± feet to the southerly
7 end of Susan Lane, thence easterly along the southerly end of Susan Lane and the general extension
8 thereof a distance of 1,150± feet to a point, thence northerly along a line running through the
9 easterly end of Lucy Ave a distance of 420± feet to a point, thence easterly a distance of 233± feet
10 to a point in the west line of Lot 5 as shown on Plan Book 11, Page 45, thence southerly along the
11 west line of Lot 5 a distance of 172± feet to the southwesterly corner of Lot 5, thence easterly along
12 the south line of Lot 5 a distance of 215± feet to the southeasterly corner of Lot 5, thence northerly
13 along the easterly line of Lot 5 a distance of 169± feet to the southwesterly corner of the "New Lot"
14 shown on Plan Book 12, Page 47, thence easterly along the south line of the "New Lot" a distance
15 of 150± feet, thence northerly along the east line of the "New Lot" a distance of 158± feet to the
16 south line of Bulgarmarsh Road, thence easterly along the south line of Bulgarmarsh Road a
17 distance of 292± feet to the northwesterly corner of Lot B as shown on Plan Book 16, Page 83,
18 thence southerly along the west line of Lot B 110± feet to a point, thence easterly along the south
19 line of Lot B and Lot A and the extension thereof a distance of 466± feet to a point in the east line
20 of a 55' foot wide right-of-way as shown on Plan Book 18, Page 103, thence southerly along the
21 east line of the 55' foot wide right-of-way a distance of 96± feet to the southwesterly corner of
22 "Land of Alfred J. Brownell, Jr. and Sheila M. Cook" as shown on said plan, thence easterly a
23 distance of 200± feet to the southeasterly corner of "Land of Wellington T. & Anne M. Brownell",
24 thence northerly a distance of 105± feet to the southwesterly corner of "Land of Michael P. Raposa
25 & Sherry L. Blanchette", thence easterly a distance of 250± feet to a point in the westerly line of
26 "Land of Norman J. Helger", thence southerly a distance of 105± ft to the southwest corner of
27 "Land of Norman J. Helger", thence easterly along the south line of "Land of Norman J. Helger" a
28 distance of 165± feet, thence northerly along the east line of "Land of Norman J. Helger" and "Land
29 of Alfred J. Brownell, Jr.," a distance of 250± feet to a point in the southerly line of Bulgarmarsh
30 Road, thence easterly along the southerly line of Bulgarmarsh Road a distance of 3,660± feet to the
31 northwesterly corner of Lot 1 on Plan Book 18, Page 51, thence southerly along Lots 1, 4, 5 and 8
32 a distance 1,305± feet to the southwest corner of Lot 8, thence easterly a distance of 382± feet to
33 the southeasterly corner of Lot 7, thence northerly along the east line of Lots 7, 6, 3 and 2 a distance
34 of 1,088± feet to the southwesterly corner of "Parcel A" as shown on Plan Book Page 18, Page 15,

1 thence easterly along the southerly line of "Parcel A" a distance of 133± feet to the southeasterly
2 corner of "Parcel A", thence northerly along the easterly line of "Parcel A" a distance of 232± feet
3 to the southerly line of Bulgarmarsh Road, thence easterly along the southerly line of Bulgarmarsh
4 Road a distance 127± feet to the northeasterly corner of "Parcel B", thence southerly along the
5 easterly line of "Parcel B" a distance of 290± feet to the southwesterly corner of "Parcel A" as
6 shown on Plan Book 15, Page 46, thence easterly along the southerly line of "Parcel A" a distance
7 of 171± feet to the southeasterly corner of "Parcel A", thence southerly along the easterly line of
8 "Parcel B" a distance of 128± feet to a point, thence easterly a distance of 180± feet to a point in
9 the west line of Plan Book 17, Page 88, thence northerly in the west line of Plan Book 17, Page 88,
10 a distance of 400± feet to the southerly line of Bulgarmarsh Road, thence easterly along the
11 southerly line of Bulgarmarsh Road a distance of 485± feet to the northeasterly corner of Lot 1,
12 thence southerly a distance of 154± feet to the northwesterly corner of "Land of James Gravance"
13 as shown on Plan Book 17, Page 37, thence easterly along the northerly line of "Land of James
14 Gravance" a distance of 237± feet, thence southerly along the easterly line of the "Land of James
15 Gravance" a distance of 105± feet, thence easterly along the southerly line of "Land of Brenda
16 Faria" a distance of 134± feet, thence northerly along the easterly line of "Land of Brenda Faria" a
17 distance of 114± feet to a point in the southerly line of "Land of Joseph Alvernas", thence easterly
18 along the southerly line of "Land of Joseph Alvernas" a distance of 73± feet to a point in the
19 westerly line of "Land of Brayton Road", thence easterly (crossing "Land of Brayton Road") to a
20 point in the easterly line of "Land of Brayton Road", said point being located 125± feet south of
21 the southerly line of Bulgarmarsh Road, thence easterly a distance of 325± feet to a point, thence
22 southerly a distance of 175± feet to a point, thence easterly a distance of 750± feet to a point in the
23 westerly line of "Parcel B" as shown on Plan Book 15, Page 38, thence northerly a distance of 79±
24 feet to the northwesterly corner of "Parcel B", thence easterly along the northerly line of "Parcel
25 B" a distance of 367± feet to the westerly line of a private right-of-way, thence in a northeasterly
26 direction (and crossing said right-of-way) a distance of 57± feet to the northwesterly corner of
27 "Parcel A", thence easterly along the northerly line of "Parcel A" a distance of 216± feet to the
28 northeasterly corner of "Parcel A", thence northerly a distance of 52± feet to the southerly line of
29 Bulgarmarsh Road, thence easterly along the southerly line of Bulgarmarsh Road a distance of
30 430± feet to a point, thence southerly a distance of 300± feet to a point, thence easterly a distance
31 of 185± feet to a point in the westerly line of "Parcel 1" as shown on Plan Book 18, Page 19, thence
32 southerly along the westerly line of "Parcel 1" a distance of 93± feet to the southwesterly of "Parcel
33 1", thence easterly in the southerly line of "Parcel 1" a distance of 62± feet to the southeasterly
34 corner of "Parcel 1", thence northerly along the easterly line of "Parcel 1" a distance of 415± feet

1 to a point in the southerly line of Bulgarmarsh Road, thence easterly along the southerly line of
2 Bulgarmarsh Road a distance of 209± feet to a point where the southerly extension of the easterly
3 line of Quintal Drive intersects the southerly line of Bulgarmarsh Road, thence northerly along the
4 extension of the easterly line of Quintal Drive to a point in the northerly line of Bulgarmarsh Road,
5 thence easterly and southeasterly along the northerly line of Bulgarmarsh Road a distance of 337±
6 feet to a point where the northerly line of Bulgarmarsh Road intersects with the easterly line of
7 Eight Rod Way, thence northerly along the easterly line of said Eight Rod Way a distance of 1,420±
8 feet to the westerly shoreline of Stafford Pond, thence northerly along the westerly shoreline of
9 Stafford Pond a distance of 890± feet to a point where the southerly line of land described in Deed
10 Book 710 at Page 152 intersects with the westerly shoreline of Stafford Pond, thence southwesterly
11 along the southerly line of land described in Deed Book 710 at Page 152 a distance of 895± feet to
12 the southwesterly corner of land described in Deed Book 710 at Page 152, thence northerly along
13 the westerly line of land described in Deed Book 710 at Page 152 a distance of 375± feet to the
14 northwesterly corner of land described in Deed Book 710 at Page 152, thence westerly a distance
15 of 215± feet to the southeasterly corner of "Area A" as shown on Plan Book 19, Page 136, thence
16 westerly along the southerly line of "Area A" a distance of 1,300± feet (by estimation) to the
17 southwesterly corner of "Area A", thence southerly along the southerly extension of the westerly
18 line of "Area A" a distance of 256± feet to the point of intersection with the easterly extension of
19 the northerly line of Plan Book 12, Page 40, thence westerly and crossing North Brayton Road a
20 distance of 411± feet to a point in the westerly line of North Brayton Road, said point being the
21 northeasterly corner of Lot 6 as shown on Plan Book 12, Page 40, thence westerly along the
22 northerly boundary of Lots 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, Lot A and Lot 34 a
23 distance of 1,979± feet to the northwesterly corner of Lot 34, thence southwesterly a distance of
24 839± feet to the northeasterly corner of Lot 44 as shown on Plan Book 13, Page 58, thence
25 southwesterly along the northerly line of Lot 44 and 45 a distance of 356± feet to the northwesterly
26 corner of Lot 45, thence southerly along the westerly line of Lots 46, 47, 48 along the westerly end
27 of Holly Circle, and along the westerly line of Lot 49 a total distance 791± feet to a point in the
28 northerly line of Lot 52, thence westerly along the northerly line of Lot 52 a distance of 273± feet
29 to a point, thence southerly along the westerly line of Lot 52 a distance of 329± feet to the
30 northeasterly corner of "Parcel A" as shown on Plan Book 15, Page 62, thence westerly along the
31 northerly line of "Parcel A" and "Parcel C" a distance of 790± feet to the northwesterly corner of
32 "Parcel C", thence southerly along the westerly line of "Parcel C" a distance of 459± feet to a point
33 in the northerly line of Bulgarmarsh Road, thence westerly along the northerly line of Bulgarmarsh
34 Road a distance of 292± feet to the point of intersection of the northerly line of Bulgarmarsh Road

1 with the easterly line of Fish Road, thence westerly along the northerly line of Bulgarmarsh Road
2 a distance of 132± feet to a point in the westerly line of Fish Road, thence northerly along the
3 westerly line of Fish Road a distance of 283± feet to the northeasterly corner of Lot C on Plan Book
4 17, Page 80, thence westerly along the northerly line of Lot C a distance of 115± feet to a point,
5 thence southerly along the westerly line of Lot C a distance of 32± feet to the northeasterly corner
6 of Lot D, thence westerly along the northerly line of Lot D, E and F a distance of 480± feet to the
7 northeasterly corner of Lot 3 as shown on Plan Book 18, Page 24, thence westerly along the
8 northerly line of Lot 3 a distance of 154± feet to the northwesterly corner of Lot 3, thence southerly
9 along the westerly line of Lot 3 a distance of 267± feet to a point in the northerly line of
10 Bulgarmarsh Road, thence westerly along the northerly line of Bulgarmarsh Road a distance of
11 349± feet to the southwest corner of Lot 1, thence northerly along the westerly line of Lot 1 a
12 distance of 272± feet to a point in the southerly line of Lot 4, thence westerly along the southerly
13 line of Lot 4 a distance of 169± feet to a point in the easterly line of Lot 2 as shown on Plan Book
14 17, Page 76, thence northerly along the easterly line of Lot 2, 3 and 4 a distance of 660± feet to the
15 northeasterly corner of Lot 4, thence westerly along the northerly line of Lot 4 and 5 a distance of
16 447± feet to a point in the easterly line of Lot 8 as shown on Plan Book 21, Page 93, thence northerly
17 along the easterly line of Lot 8 and 9 a distance of 616± feet to the northeasterly corner of Lot 10,
18 thence westerly along the northerly line of Lot 10 and 12, a future road extension, and a drainage
19 maintenance easement, a total distance of 743± feet to a point in the easterly line of Lot 13, thence
20 northerly along the easterly line of Lot 13 a distance of 237± feet to a point, thence easterly along
21 the southerly line of Lot 13 a distance of 332± feet to a point, thence northerly along the easterly
22 line of Lot 13 a distance of 182± feet to the northeasterly corner of Lot 13, thence westerly along
23 the northerly line of Lot 13 and the general extension thereof a distance of 1,866± feet to a point
24 adjacent to the southeasterly corner of the "London Meadow" as shown on Plan Book 13, Page 47,
25 thence northerly, crossing Sin and Flesh Brook, and running along the easterly line of the "London
26 Meadow" a distance of 411± feet to the northeasterly corner of the "London Meadow", thence
27 westerly a distance of 1,018± feet to the southwest corner of the 67.68 acre parcel of land shown
28 on said plan, thence northerly a distance of 505± feet to the southeasterly corner of the 9.41 acre
29 parcel of land shown on said plan, thence westerly along the southerly line of the 9.41 acre parcel
30 of land a distance of 630± feet to a point, thence northerly a distance of 680± feet to the
31 northeasterly corner of land "Land of N/F Virginia McKay" as shown on said plan, thence westerly
32 along the northerly line of "Land of N/F Virginia McKay" a distance of 440± feet to the
33 southeasterly corner of the "Proposed Conservation Easement" as shown on Plan Book 20, Page
34 65, thence northerly a distance of 560± feet to the northeasterly corner of the "Proposed

1 Conservation Easement", thence easterly a distance of 384± feet the southeasterly corner of "First
2 Lot" as shown on Plan Book 22, Page 91, thence northerly a distance of 139± feet to the
3 northeasterly of the "First Lot", thence westerly a distance of 215± feet to the southeasterly corner
4 of the "Second Lot", thence northerly 331± feet to the northeasterly corner of the "Second Lot",
5 thence westerly along the northerly line of the "Second Lot" a distance of 135± feet to a point,
6 thence northerly a distance of 806± feet to the southeasterly corner of "Parcel A" as shown on Plan
7 Book 22, Page 32, thence northerly along the easterly line of "Parcel A" a distance of 329± feet to
8 the northeasterly corner of "Parcel A", thence easterly along the northerly line of "Parcel B" a
9 distance of 493± feet to the southeasterly corner of Lot 15 as shown on Plan Book 18 Page 17,
10 thence northerly along the easterly line of Lot 15, 16, 17, 18, 19, 20, a 50' foot road, Lot 22 and Lot
11 24 and the northerly extension thereof a total distance of 1,694± feet to a point in the southerly line
12 of Plan Book 18 Page 129, thence easterly along the southerly line of Plan Book 18 Page 129 a
13 distance of 221± feet to the southeasterly corner of Lot 36 as shown on Plan Book 18 Page 129,
14 thence northerly along the easterly line of Lot 36, 37 and 38 a distance of 560± feet to a point in
15 the southerly line of Silver Beech Road, thence westerly along the southerly line of Silver Beech
16 Road a distance of 243± feet to the point of intersection of the southerly line of Silver Beech Road
17 with the southerly line of Sakonnet Ridge Drive, thence northwesterly a distance of 50± feet to the
18 point of intersection of the northerly line of Silver Beech Road with the northerly line of West
19 Ridge Drive, thence easterly along the northerly line of Silver Beech Road, a distance of 111± feet
20 to the southeasterly corner of Lot 12, thence northerly along the easterly line of Lot 12 a distance
21 of 121± feet to a point, thence northwesterly along the easterly line of Lot 12 a distance of 169±
22 feet to a point, thence westerly along the northerly line of Lot 12 a distance of 102± feet to the
23 northwesterly corner of Lot 12, thence northerly along the easterly line of Lot 11 a distance of 150±
24 feet to the northeasterly corner of Lot 11, thence westerly along the northerly line of Lot 11, 10,
25 and 9 a distance of 739± feet to the northwesterly corner of Lot 9, thence continuing westerly in
26 the same general direction as the preceding course a distance of 295± feet in the easterly line of
27 State Highway Route 24, thence northwesterly along the southerly line of Route 24 a distance of
28 122± feet to a point, thence northerly along the southerly line of Route 24 a distance of 117± feet
29 to a point, thence northeasterly along the southerly line of Route 24 a distance of 233± feet to a
30 point, said point being located a distance of 500' feet easterly of the easterly line of Main Road,
31 thence northerly along a line parallel with and 500' feet easterly of the easterly line of Main Road
32 a distance of 1,840± feet to a point in the northerly line of Souza Road, thence northerly along a
33 line parallel with and 500' feet easterly of the easterly line of Main Road a distance of 510± feet to
34 a point in the northerly line of "Parcel H-1" as shown on Plan Book 16 Page 122, thence westerly

1 along the northerly line of "Parcel H-1" and the general westerly extension thereof, a distance of
2 554± feet to a point in the easterly line of Main Road, thence westerly, across Main Road, to the
3 point of intersection of the westerly line of Main Road with the southerly line of Carey Lane, thence
4 westerly along the southerly line of Carey Lane and the extension thereof a distance of 650± feet
5 to a point located easterly of Building #71 Starboard Drive, thence southerly a distance of 120±
6 feet to a point located adjacent to and southeasterly of the southeasterly corner of Building #71
7 Starboard Drive, thence westerly a distance of 85± feet to a point located adjacent to and
8 southwesterly of Building #71 Starboard Drive, thence northerly a distance of 160± feet to a point
9 in the westerly extension of the southerly line of Carey Lane, said point being located westerly of
10 the west line of Building #71 Starboard Drive, thence westerly along the westerly extension of the
11 southerly line of Carey Lane a distance of 315± feet to a point located adjacent to and southeasterly
12 of Building #79-87 Waters Edge, thence northwesterly a distance of 245± feet to a point located
13 adjacent to and northeasterly of Building #79-87 Waters Edge, thence southwesterly a distance of
14 135± feet to a point located adjacent to and northwesterly of Building #79-87 Waters Edge, thence
15 southeasterly a distance of 135± feet to a point in the westerly extension of the southerly line of
16 Carey Lane, said point be adjacent to the southwesterly corner of Building #79-87 Waters Edge,
17 thence westerly along the westerly extension of the southerly line of Carey Lane a distance of 530±
18 feet to the point of beginning. The perimeter boundary of the Stone Bridge Fire District containing
19 an approximate area of 1,200± acres of land.

20 (c) Said district may have a common seal, sue and be sued, and enjoy the other powers
21 generally incident to a corporation.

22 Section 2. The owner of any house, building, tenement or estate, situated in said town of
23 Tiverton, shall be liable for the payment of the price, rent or rate fixed by said district for the use
24 of water furnished by it to the owner or occupants of any such house, building, tenement, or estate,
25 and such price, rent or rates for water so furnished from time to time upon written order of the
26 owner shall be a lien upon such house, building, tenement, and estate in the same way and manner
27 as taxes lawfully assessed on real estate are liens, and if not paid as and when required by said
28 district, the same shall be collectible in the same manner as taxes assessed upon real estate.

29 In case of nonpayment of any water rates, charges and penalties established and required
30 to be paid to said district for water supplied or used by the owner, tenant or occupant of any house,
31 building, tenement or estate, said district is hereby authorized and empowered by its agents and
32 servants to enter such house, building, tenement or estate, and to then and there shut off the water
33 therefrom as and when it may deem advisable, and said district shall not thereafter be compelled to
34 again supply water to the owner, tenant or occupant of such house, building, tenement or estate,

1 until all unpaid charges and penalties due and unpaid to said district shall have been paid in full.
2 Payments of water rates, charges or penalties shall first be applied to any arrearage of taxes.

3 Section 3. An elector of said district, as used in this act, shall mean a person who (1) is
4 eligible to vote at a Tiverton financial town meeting; (2) resides in said district; and (3) owns real
5 property in said district to which water is furnished by said district or which abuts a street in which
6 an active water main of said district is located.

7 Section 4. The annual meeting of said district shall be held on the first Tuesday in June in
8 every year. The polls for the election of the several officers named in section 5 hereof shall be open
9 at such time and place as shall be determined and advertised by the administrative board.

10 Special meetings of said district shall be called by the clerk upon order of the administrative
11 board or upon written application of at least seventy-five electors. It shall be the duty of the clerk
12 to fix a suitable place for the holding of all meetings, and to give notice of each meeting, both
13 annual and special, by posting such notice in at least ten public places within said district, and
14 publish such notice in a newspaper of general circulation, at least seven days before the meeting,
15 and such notice shall contain a statement of the time and place when and where a meeting will be
16 held for the purpose of correcting and canvassing the voting list to be used at any such annual or
17 special meeting, and it shall be the duty of the assessors of taxes of said district to canvass and
18 correct said voting list in the same manner, as near as may be, as is provided by law for boards of
19 canvassers. No vote except upon an adjournment, or in the annual election of officers, shall be
20 taken at any meeting of said district unless at least thirty electors are present at such meeting.

21 Section 5. The electors of said district shall, at the annual meeting held the first Tuesday in
22 June, 1948, elect a moderator to serve for one (1) year, a district clerk to serve for two (2) years, a
23 tax collector to serve for two (2) years, a treasurer to serve for one (1) year, one (1) tax assessor to
24 serve for two (2) years, and two (2) tax assessors to serve each for one (1) year, and until their
25 successors are elected and qualified, whose duties and powers shall be within said district, such as
26 like officers of towns in this state have in their respective towns, proper for such district. Thereafter
27 in sequence at the annual elections held the first Tuesday in June, with the exception of one (1)
28 assessor who shall hold office for one (1) year, their respective successors shall be chosen for terms
29 of two (2) years and shall hold office until their successors are elected and qualified. Two (2)
30 additional tax assessors will be elected at the annual meeting held in June, 2003. One (1) such tax
31 assessor shall be elected for a two (2) year term and the second tax assessor shall be elected for a
32 one (1) year term, and they shall be elected to alternate two (2) year terms thereafter. Such
33 additional tax assessors must be electors, provided that they reside in that portion of said district
34 that was part of the Tiverton Water Authority area and that is furnished with water by said district

1 or to any part of such area that may be furnished with water, from time to time, in the future as the
2 furnishing of water is extended by said district. Effective with the annual meeting of 2005, the two
3 (2) additional tax assessor positions may be held by any elector.

4 Effective following the annual meeting of 2026, the number of tax assessors serving on the
5 administrative board shall be reduced to four (4). The reduction of tax assessor positions shall only
6 be effective through the resignation of a duly elected tax assessor during their elected term, such
7 that if any elected tax assessor shall voluntarily resign their position as tax assessor during their
8 elected term, such position shall not be filled and the number of tax assessors to be elected at the
9 next annual meeting shall be reduced until such time as there are only four (4) tax assessors.

10 Such officers shall constitute the administrative board, and the duties of such board shall
11 be such as are prescribed in this act, and are defined by the bylaws of said district. Any vacancy
12 that may occur in any of the forenamed offices between annual meetings shall be filled by some
13 person to be chosen by the other members of the administrative board to hold such office until the
14 next annual meeting. The electors of said district may at any meeting adopt and ordain such bylaws,
15 and from time to time rescind or amend the same, as they shall deem necessary and proper for the
16 purpose of this act and not repugnant thereto, and not inconsistent with any other law, and may
17 appoint such committees as they may deem necessary, and may fix compensation of all officers,
18 agents, employees and committees of the district.

19 Section 6. Said district is hereby authorized to obtain and maintain for said district a supply
20 of water for the extinguishing of fire, and for distribution to the inhabitants of said district as it
21 deems proper and as circumstances permit, in the sole discretion of said district, for domestic use
22 and for other purposes, and may obtain such water by the establishment of its own works, or by
23 contracting therefore with some other person or corporation within or without the state or in such
24 other manner as to said district may seem necessary and proper, and is not inconsistent with law. If
25 said district shall undertake to distribute the water so obtained, it shall have the exclusive right
26 thereto, and may maintain an action against any person for using the same without the consent of
27 said district, and may regulate the distribution and use of said water within and without said district,
28 and from time to time fix the price for the use thereof, and the owner of any tenement shall be liable
29 for the payment of the price of rent for the use of the water distributed to such premises. Said district
30 may establish such public hydrants in such public places as it may see fit and prescribe for what
31 purposes the same shall be used, all of which it may change in its discretion.

32 Said district and its employees shall have access to all pipes, meters, outside registers,
33 valves, and regulators for the purpose of normal maintenance or inspection and if access is not
34 made available for this purpose said district shall have the right, after notice by certified mail, to

1 shut off water to the property.

2 For the purposes of this act the electors of said district shall have and enjoy all the authority
3 and power conferred upon the electors of any town, and the administrative board of said district
4 shall have and enjoy all the authority and power conferred upon the town council of any town, by
5 the provisions of chapter 179 of the general laws, entitled "Of Municipal Water Supply", and of all
6 acts in amendment thereof and in addition thereto, and when exercising such power and authority
7 shall be subject to all the duties and liabilities imposed by said chapter and acts upon towns and
8 town councils, respectively.

9 Upon taking any private property or interest therein, said district shall deposit in the
10 superior court, for the payment of compensation on account of the property, or interest, so taken,
11 such sum as the court shall determine to be amply sufficient to satisfy the claims of all persons
12 interested in the property (and the court may, in its discretion, take evidence to determine the sum
13 to be deposited) and the use of such funds for such purpose shall be a fixed obligation of said district
14 to the extent required for such purpose; the full faith and credit of said district shall be deemed
15 pledged to pay such compensation as may be awarded or agreed upon; and the treasurer shall pay
16 the seller from any funds available therefor, which shall include, but shall not be limited to, the
17 funds so deposited. Upon application of said district, the court may refund to said district any money
18 on deposit which is determined to be in excess of the amount needed.

19 Written notice shall be given to the interested party personally or left at his/her last and
20 usual place of abode in this state with some person living there. If the party is absent from the state
21 and has no last and usual place of abode therein occupied by any such person, the notice shall be
22 left with the person, if any, in charge of or having possession of the land involved and another copy
23 shall be mailed to the address of the absent party if the same is known to the officer or person
24 making the service.

25 If any property or right is taken in which an infant or other person not capable in law to act
26 in his/her own behalf is interested, the superior court may appoint a guardian ad litem for such
27 infant or other person if such infant or other person is not represented in Rhode Island by a guardian
28 or conservator. Any guardian ad litem or guardian or conservator, may, with the approval of the
29 superior court, agree with said district on the compensation to be paid and, upon receipt of the same,
30 release to said district all claims for damages on behalf of the infant or other incapacitated person.

31 Section 7. Said district may within and without said district, and within the limits of said
32 town of Tiverton, and if without said district with the consent of said town, drive, lay, make,
33 construct and maintain pipes, aqueducts, conduits, machinery or other equipment or appliance or
34 authorize the same to be done, and regulate the use thereof. And for the purposes aforesaid, said

1 district may carry any works to be constructed, or authorized to be constructed by it, over any
2 highway, turnpike, railroad or street, in such manner as not to permanently obstruct or impede
3 travel thereon; and may enter upon and dig up any highway, turnpike, road or street for the purpose
4 of laying down pipes or building aqueducts, or upon or beneath the surface thereof, or for the
5 purpose of repairing the same, and if in the course of such making, constructing, or repairing any
6 pipe, conduit or other structure lawfully located in such highway, turnpike, road or street is
7 damaged, or in the location of such pipe, conduit or other structure is changed, said district shall
8 reimburse the owner of such pipe, conduit or other structure for such damage, or for the expense of
9 such change of location. Said district shall restore any highway, turnpike, road or street so dug up,
10 to meet current Department of Public Works regulations. All pipes, conduits, aqueducts, machinery,
11 implements, equipment, appliances and all other property of said district used by said district for
12 the purposes provided for by this act, shall be exempt from all taxes for state, town, or district
13 purposes.

14 Section 8. The electors of said district, at any meeting of said district, shall have the power
15 to order such taxes, and provide for assessing and collecting the same, on district property owners
16 for the purpose of obtaining and maintaining a supply of water and distributing the same throughout
17 the town of Tiverton for the extinguishing of fire (including the installation and maintenance of fire
18 hydrants), power, domestic and other uses; and for establishing and maintaining and constructing
19 water works, driving wells, and operating the same, and purchasing and leasing real estate, and
20 other property and property rights necessary for a water supply, and laying and maintaining pipes,
21 conduits, aqueducts and other structures connected therewith, and purchasing implements,
22 machinery and other appliances; and for the payment of the current expenses of said district; the
23 payment of such officers, employees and other agents as they are authorized to elect, appoint or
24 otherwise choose under this act; also for the payment of any indebtedness that has been or may be
25 incurred by said district; and such taxes so ordered shall be assessed by the assessors of said district
26 on the electors and the property therein according to the last valuation made by the assessors of the
27 town next previous to said assessment, adding however any taxable property which may have been
28 omitted by said town assessors or afterwards acquired, and in all cases where the town assessors
29 have included property without said district in one valuation, the assessors of said district shall
30 make an equitable valuation of that portion of said property lying within said district; and in the
31 assessing and collecting of said taxes proceedings shall be had by officers of said district as near as
32 may be, as required to be had by the corresponding officers of towns in assessing and collecting
33 town taxes for the said district shall, for the purpose of collecting taxes assessed by said district,
34 have the same powers and authority as are now by law conferred on collectors of taxes for towns

1 in this state. Said district may provide for such deduction from tax assessed against any person if
2 paid by an appointed time, or for such penalty by way of percentage on tax if not paid at the
3 appointed time, not exceeding twelve percent per annum, as they shall deem necessary to insure
4 punctual payment. Except as otherwise provided, no such tax shall be assessed unless the
5 proposition to impose the same shall have been approved by a majority of the electors voting
6 thereon.

7 Section 9. (a) Said district is hereby empowered, in addition to authority previously
8 granted, to borrow money and issue from time to time under its corporate name and seal or a
9 facsimile of such seal, bonds, notes or other evidence of indebtedness (hereinafter called "bonds")
10 for the purposes of carrying out the provisions of this act.

11 The bonds of each issue may be issued in the form of serial bonds or term bonds or a
12 combination thereof and shall be payable either by maturity of principal in the case of serial bonds
13 or by mandatory serial redemption in the case of term bonds, in annual installment of principal, the
14 first installment to be not later than three (3) years and the last installment not later than fifty (50)
15 years after the date of the bonds. For each issue the amounts payable in the several years for
16 principal and interest combined shall be as nearly equal as it is practicable to make them in the
17 opinion of the administrative board or in the alternative in accordance with a schedule providing a
18 more rapid amortization of principal. Sections 5.1 and 5.2 of chapter 12 of title 45 of the general
19 laws shall apply to any such bonds.

20 (b) The bonds shall be signed by the district treasurer and by the manual or facsimile
21 signature of the moderator and shall be issued and sold at not less than par and accrued interest in
22 such amounts as the administrative board may authorize. The manner of sale, denominations,
23 maturities, interest rates and other terms, conditions and details of any bonds or notes issued under
24 this act may be fixed by the proceedings of said district authorizing the issue or by separate
25 resolution of said district or, to the extent provisions for these matters are not so made, they may
26 be fixed by the administrative board. Interest coupons (if any) shall bear the facsimile signature of
27 the district treasurer. The proceeds derived from the sale of the bonds shall be delivered to the
28 district treasurer, and such proceeds exclusive of premiums and accrued interest shall be expended
29 (A) for the purpose of (i) purchasing and leasing land and other property and property rights
30 necessary for fire or water supply purposes, (ii) erecting, purchasing and leasing a building or
31 buildings necessary for fire or water supply purposes, (iii) obtaining and maintaining a supply of
32 water and distributing the same to the district as determined by the administrative board in its
33 discretion, (iv) establishing and maintaining and constructing water works, (v) driving wells, (vi)
34 laying and maintaining pipes, conduits, aqueducts and other structures connected therewith, (vii)

1 purchasing implements, machinery, fire apparatus and other appliances, and (viii) operating
2 expense; or (B) in payment of the principal of or interest on temporary notes issued under paragraph
3 (c); or (C) in repayment of advances under paragraph (d). No purchaser of any bonds or notes under
4 this act shall be in any way responsible for the proper application of the proceeds derived from the
5 sale thereof.

6 (c) The administrative board may authorize the issue from time to time of interest bearing
7 or discounted notes in anticipation of the issue of bonds authorized under paragraph (b) in or in
8 anticipation of the receipt of federal or state aid for the purposes of this act. The amount of original
9 notes issued in anticipation of bonds may not exceed the amount of bonds authorized under
10 paragraph (a) and the amount of original notes issued in anticipation of federal or state aid may not
11 exceed the amount of available federal or state aid as estimated by the district treasurer. The
12 temporary notes issued hereunder shall be signed by the district treasurer and by the moderator and
13 shall be payable within three (3) years from their respective dates, but the principal of and interest
14 on notes issued for a shorter period may be renewed or paid from time to time by the issue of other
15 notes hereunder, provided the period from the date of an original note to the maturity of any note
16 issued to renew or pay the same debt or the interest thereon shall not exceed three (3) years.

17 (d) Pending any authorization or issue of bonds hereunder or pending or in lieu of any
18 authorization or issue of notes hereunder, the district treasurer, with the approval of the
19 administrative board, may, to the extent that bonds or notes may be issued hereunder, apply funds
20 in the treasury of said district to the purposes specified in paragraph (b), such advances to be repaid
21 without interest from the proceeds of bonds or notes subsequently issued or from the proceeds of
22 applicable federal or state assistance or from other available funds.

23 (e) Any proceeds of bonds or notes issued hereunder or of any applicable federal or state
24 assistance, pending their expenditure, may be deposited or invested by the district treasurer in
25 demand deposits, time deposits or savings deposits in banks which are members of the Federal
26 Deposit Insurance Corporation or in obligations issued or guaranteed by the United States of
27 America or by any agency or instrumentality thereof or as may be provided in any other applicable
28 law of the state of Rhode Island.

29 (f) Any accrued interest received upon the sale of bonds or notes hereunder shall be applied
30 to the payment of the first interest due thereon. Any premiums arising from the sale of bonds or
31 notes hereunder shall, in the discretion of the district treasurer, be applied to the cost preparing,
32 issuing and marketing bonds or notes hereunder, to the extent not otherwise provided, to the
33 payment of the cost of the project being financed by the bonds, to the payment of the principal of
34 or interest on bonds or notes issued hereunder or to any one or more of the foregoing. The cost of

1 preparing, issuing and marketing bonds or notes hereunder may also, in the discretion of the district
2 treasurer, be met from bond or note proceeds exclusive of premium and accrued interest or from
3 other moneys available therefor. Any balance of bond or note proceeds remaining after payment of
4 the cost of the project being financed by the bonds and the cost of preparing, issuing and marketing
5 bonds or notes hereunder shall be applied to the payment of the principal of or interest on bonds or
6 notes issued hereunder. Any earnings or net profit realized from the deposit or investment or funds
7 hereunder shall upon receipt be added to and dealt with as part of the revenues of said district from
8 property taxes or water rates. In exercising any discretion under this section, the district treasurer
9 shall be governed by any instructions adopted by resolution of the administrative board.

10 (g) Said district shall annually appropriate a sum sufficient to pay the principal and interest
11 coming due within the year on bonds and notes issued hereunder to the extent that monies therefor
12 are not otherwise provided. If such sum is not appropriated, it shall nevertheless be added to the
13 annual tax levy. In order to provide such sum in each year and notwithstanding any provision of
14 law to the contrary, all taxable property in said district shall be subject to ad valorem taxation by
15 said district without limitation as to rate or amount.

16 (h) Any bonds or notes issued under the provisions of this act and coupons on any bonds,
17 if properly executed by officers of said district in office on the date of execution, shall be valid and
18 binding according to their terms notwithstanding that before the delivery thereof and payment
19 therefor any or all of such officers shall for any reason have ceased to hold office.

20 (i) In addition to the bonds and notes authorized in paragraphs (a) and (c) of this section,
21 said district is hereby empowered to borrow from time to time in each financial year in anticipation
22 of the receipt of the proceeds of the annual tax due or to become due in said financial year upon the
23 ratable property within said district, and in anticipation of the receipt of the then uncollected
24 proceeds of the annual tax for the next preceding financial year, an amount which, together with
25 any money borrowed in anticipation of taxes in any prior year which may remain unpaid, shall not
26 exceed eighty percent (80%) of the tax levy of the then current financial year or which, if no tax
27 levy shall then have been made, shall not exceed eighty percent (80%) of the tax levy of the next
28 preceding financial year, the money to be borrowed to be used and expended for the payment of
29 the current liabilities and expenses of said district, and to authorize its treasurer to issue, with the
30 approval of the administrative board, its interest bearing or discounted notes therefor. Notes issued
31 pursuant to this paragraph shall be signed by the district treasurer and the moderator and shall be
32 made payable not later than one year from their dates, but may be renewed or paid by the issue of
33 new notes payable not later than one year from the date of the original notes so renewed or paid.
34 Said district shall assess and levy a tax in each financial year sufficient to provide funds for payment

1 of all outstanding notes theretofore issued in anticipation of taxes of prior financial years.

2 (j) Notwithstanding any provision of law to the contrary, any bonds or notes issued by said
3 district hereunder, their transfer, and the income thereon (including any profits made on the sale
4 thereof) shall at all times be exempt from taxation by the state of Rhode Island or any subdivision
5 thereof other than estate and succession taxes.

6 SECTION 2. This act shall take effect upon approval of this amendment by the electors of
7 the North Tiverton fire district.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO THE NORTH TIVERTON FIRE DISTRICT

1 This act would amend the act which incorporated the North Tiverton fire district and
2 reduces the number of tax assessors, subsequent to any voluntary resignations, from six (6) to four
3 (4) after the annual 2026 meeting.

4 This act would take effect upon approval of this amendment by the electors of the North
5 Tiverton fire district.

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