

**Narragansett
Town Council**

NARRAGANSETT TOWN COUNCIL



President

Ewa M. Dzwierzynski

President Pro Tem

Jill A. Lawler

Council Members

Susan P. Cicilline Buonanno

Steven J. Ferrandi

Deborah A. Kopech

Town Solicitor

Mark A. Davis, Esq.

REGULAR MEETING AGENDA TUESDAY, SEPTEMBER 3, 2024

7:00 PM

ASSEMBLY ROOM

www.narragansettri.gov

Town Manager

James R. Tierney

Town Clerk

Janet Tarro

This meeting is streamed live on YouTube on the Narragansett Town Council channel <https://www.youtube.com/@narragansetttowncouncil>. There will be no remote participation.

Posted: August 29, 2024

CALL TO ORDER

PLEDGE OF ALLEGIANCE

A. APPROVAL OF MINUTES

A.1 A MOTION TO APPROVE the minutes from the August 5, 2024 work session.

A.2 A MOTION TO APPROVE the minutes from the August 19, 2024 work session.

B. ANNOUNCEMENTS/PRESENTATIONS

B.1 • Town Manager's Update

OPEN FORUM/PUBLIC COMMENT:

The comments of citizens addressing the Council are neither adopted nor endorsed by the body but heard as requested.

NOTE: Public comment will NOT be taken on matters involving open litigation.

RULES: Sign in to speak (back of chambers); state name and address; speak only on topics not on the meeting agenda; 3-minute time limit per speaker/subject matter; and be orderly and respectful.

C. CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine or have been previously reviewed by the Town Council, and will be enacted in one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

C.1 A MOTION TO APPROVE the Fiscal Year (FY) 2024 - 2025 annual service fees for the Fire Department's EMS Patient Care Reporting Software from ImageTrend, Inc. in the amount of \$4,215.03.

C.2 A MOTION TO APPROVE, RATIFY, AND CONFIRM the cost of the field trip to Water Wizz of Cape Cod for summer camp participants, in the total amount of \$2,552.00.

C.3 A MOTION TO APPROVE, RATIFY, AND CONFIRM the purchase of replacement parts for two (2) aeration system blower/mixer assemblies from Newterra, Corporation Inc., in amount of \$2,926.80.

C.4 A MOTION TO APPROVE, RATIFY, AND CONFIRM the purchase of a replacement pump for the Circuit Drive pump station from Carlsen Systems, LLC in the amount of \$7,150.00.

C.5 A MOTION TO APPROVE a request from the RP4 Foundation Inc., to host a cancer awareness walk on May 10, 2025, from 8:30am - 2:00pm, beginning and ending at the West Lot on Anne Hoxsie Lane, subject to State and Local regulations.

NEW BUSINESS

D. FIRE DEPARTMENT

- D.1 A MOTION TO APPROVE the Fire Department's request to hire three (3) Probationary Firefighters as replacements due to recent retirements within the department.
- D.2 A MOTION TO APPROVE the bulk purchasing for equipment/uniforms/training from multiple vendors for the staffing of three (3) new hires for the Fire Department, in an amount not to exceed \$36,000.00.

E. POLICE DEPARTMENT

- E.1 A MOTION TO APPROVE the one (1)-year contract with Flock Group, Inc. for four (4) Automatic License Plate Recognition (ALPR) systems for the Police Department at a cost of \$12,600.00 and AUTHORIZE the Town Manager to sign the agreement after review by the Town Solicitor.
- E.2 A MOTION TO APPROVE the Police Department's request to hire one new Probationary Public Safety Dispatcher/Clerk.

F. PUBLIC WORKS DEPARTMENT

- F.1 A MOTION TO AWARD the bid for the Town Hall Front Entrance Refurbishment project to the lowest bidder, Martone Service Company, Inc. in the amount of \$2,335,221.00 (total base bid - sum total bid price) and APPROVE the Unit Prices submitted for additional and/or deductive work.
- F.2 A MOTION TO APPROVE the contract for Owner's Representative Services for the the Town Hall Front Entrance Refurbishment project with Keough Construction Management in the amount not to exceed \$66,520.00.

G. ENGINEERING DEPARTMENT

- G.1 A MOTION TO APPROVE the purchase and installation of a replacement internal cathodic protection system for the Point Judith Water Tank from Corpro Waterworks, in the amount of \$15,750.00.
- G.2 A MOTION TO APPROVE the purchase of three (3) single user AutoCAD license subscriptions from Zones, LLC, in the amount of \$10,116.00.

H. FINANCE DEPARTMENT

- H.1 A MOTION TO READ, PASS, AND ADOPT as a Second Reading the amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled "Purchasing".

I. HUMAN RESOURCES

- I.1 A MOTION TO INTRODUCE, READ, PASS AND ACCEPT as a First Reading the amendment of Chapter 2 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled "Administration", specifically Article II "Town Council", Section 2-21 entitled "Salary; insurance".

J. TOWN CLERK

- J.1 A MOTION TO APPROVE a Peddler License for Sweet Treats by Selena dba Sweet Treats, subject to state and local regulations.
- J.2 A MOTION TO REAPPOINT Sharon McGreen to the Personnel Appeals Board for a 5-year term to expire on September 1, 2029.

K. TOWN COUNCIL

- K.1 A MOTION TO READ, PASS AND ADOPT as a Second Reading an ordinance in amendment of Chapter 46 "Miscellaneous Offenses", Article II "Unruly Gatherings".

ADJOURNMENT

Note: Interpreters for the hearing impaired can be made available at any meeting provided a request is received a minimum of three (3) business days prior to said meeting.

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024

FROM: Sarah Masson, Deputy Town Clerk

DEPARTMENT: Town Clerk

SUBJECT:

A MOTION TO APPROVE the minutes from the August 5, 2024 work session.

SUGGESTED ACTION:

Approval of minutes as in accordance with state law.

ATTACHMENTS:

[08-05-2024 Work Session Narrow River Dredging.docx](#)

[Town of Narragansett - Dredging of the Narrow River_20240805 Public Working Session_R1.pdf](#)

NARRAGANSETT TOWN COUNCIL

WORK SESSION

AUGUST 5, 2024 MINUTES

A Work Session of the Town Council of the Town of Narragansett was held on Monday, August 5, 2024 at 5:30 PM at the Narragansett Town Hall.

Present: Ewa M. Dzwierzynski, President
Jill A. Lawler, President Pro Tem
Susan Cicilline Buonanno, Member
Steven J. Ferrandi, Member (Arrived at 5:31 PM)
Deborah A. Kopech, Member

Also Present (Foth Infrastructure & Environment LLC):

Scott Skuncik, PE (Ports & Harbors Market Leader)
Mike Campagnone, PE (Technical Lead)
Kaitlyn Cross (Project Manager)
Ethan Bowe (Project Engineer)

Manager Tierney explained that the purpose of the work session was for Foth Engineering to present to the Council and the public three potential options for the dredging of Narrow River. He noted that they have prepared cost estimates for the different options that they will be presenting as well. Additionally, he mentioned that the town is exploring a public/private partnership for the funding of project with people in the community and are currently trying to work out some legal and environmental issues. He then introduced Kaitlyn Cross and Mike Campagnone of Foth Engineering who would be giving the presentation (see attached).

Kaitlyn Cross started off by having the project team introduce themselves. Ms. Cross then gave an overview of who Foth Engineering is highlighting that they are a full-service Engineering, Permitting, and Construction Firm with 29 office locations in the United States with over 700 members. She noted that they are a group of scientists and technical specialists who bring decades of experience in the services required to successfully implement a coastal dredging project.

Ms. Cross stated that Foth Engineering was contracted by the town in 2022 to provide engineering services related to the restoration of the mouth of Narrow River for recreational use. She noted that the mouth of the river is heavily impacted by sedimentation that poses a risk to recreational navigation, wildlife, adjunct property flooding, and reduced tidal flushing. She then reviewed arial photographs of the mouth of the river from April 2010 through May 2024 noting that it stayed relatively stable until 2019 when it started progressing a little farther north and is now almost over to the other side of the river. She then reviewed the work that has been completed to this point which includes the following: site investigation including hydrographic and topographic surveys of the river; preliminary alternatives evaluation; sampling and analysis plan submission, review, approval, and collection; additional site investigation including topographic survey of the Town

Beach; and development of revised dredge and nourishment alternatives. Ms. Cross also stated that samples were taken from the river in October of 2023 and presented to the Council in September of 2024 and were shown to be acceptable for beach placement. The Narrow River Special Area Management Plan that was approved by Rhode Island Coastal Resources Management and NOAA stated that the Narragansett Town Beach would be a logical site for the beach replacement using flood-tidal delta sand. It also determined that the conditions shown in the arial photos from April 2010 were the preferred restoration condition of the Narrows. Ms. Cross explained that when discussing placement of material on a beach there are three different phrases that are used. The berm is the more consistent flat area where recreational activities take place, the slope is the area that tapers into the surf zone, and lastly the implementation of dunes which would protect the beach against storm damage and provide habitat. The nourishment design templates took into consideration berm height and width. She discussed how they determined the recommended berm height of +6 feet of the mean low low water (MLLW) and the minimum berm width of 80 feet. She further noted that the recommendation was not set in stone and could be modified based on recommendations by the Town or anyone else at the meeting.

Foth Engineering developed three dredging alternatives and two nourishments alternatives. Ms. Cross started off by explaining the channel entrance dredging (slide 21) stating it is a requirement of all three alternatives and is necessary to get the construction equipment in and out safely. This will produce about 9,500 cubic feet of material. She noted that all three alternatives include the channel entrance dredging and that all three alternatives are intended to be dredged to -4 feet MLLW plus a one foot over dredge. Alternative one (slide 22) includes the sand bar and the channel entrance and would restore the Narrows to the 2010 conditions as well as remove some additional sediment. It would remove approximately 78,000 cubic yards of material for beneficial reuse on Narragansett Town Beach. Alternative two (slide 23) includes the north and south channel and the channel entrance. This alternative would restore the conditions of the Narrows to the 2010 condition as well as take advantage of some existing deeper water. It would remove approximately 68,400 cubic yards of material for reuse on Narragansett Town Beach. Alternative three (slide 24) includes the south channel and channel entrance only. This alternative would remove approximately 54,200 cubic yards of material for reuse on Narragansett Town Beach. The two replacement alternatives (slide 25) include a half mile stretch of beach from the southwest corner to just past the Canonchet/North Beach Clubhouse. Ms. Cross noted that both alternatives are utilizing a berm with a width of 80 feet and height of +6 feet MLLW with the only difference being the possible use of a dune. The use of a dune would require a minimum of 60,000 cubic yards of material. She explained that just like the dredging alternatives these options can also be modified.

Ms. Cross explained that the next steps would be to select a dredging and nourishment alternative to begin the permitting process. She noted that the permitting process will take approximately 6-8 months. The next dredging window would be in the fall of 2025 through the winter of 2026 to not effect the piping plovers. To stay on this timeline a decision would need to be made within the next 90 days. She further noted that once the permits are issued, they would last approximately three years, and the town will want to cover the most amount of area during that time. The project can be split into manageable pieces over the dredge sessions to make the project more feasible within that time frame.

In response to questions from the Council Ms. Cross and Mr. Campagnone provided the reasons for the variation in costs of the three different alternatives. They noted that the cost estimates were based on the actual cost of similar projects and are established by how much the company can dredge in a day. Potential funding sources were discussed.

Carol Hagan McEntee spoke stating that she recently took Senator Sheldon Whitehouse out on the river so he could see the situation in person. She has also reached out to Senator Jack Reed and State Representative Seth Magaziner to let them know that the town will need assistance with federal funding.

Council President Dzwierzynski stated for the public that the cost range for the three alternatives is \$2,598,000 to \$7,195,000. The alternative were reviewed again at the request of Councilors Kopech and Cicilline Buonanno. Ms. Cross also explained the permitting process between DEM, CRMC, and the Army Core of Engineers.

Council asked if Foth recommends one of the alternatives over the others. Mr. Campagnone explained that the cost of mobilization of the project would be approximately \$1,000,000 no matter which alternative is chosen so he would recommend going with as much dredging as possible. Councilor Cicilline Buonanno stated that this project needs to be done as soon as possible.

Council further discussed the permitting costs and the Beach Carrying Capacity Study. Manager Tierney noted that the Dunes Club has been part of the public/private partnership conversations and that he has not heard back from Senator Reed's office approving or denying any potential grant funding. He further stated that there were questions presented tonight that will need to be answered and will be brought back to the Council for a brief meeting.

Michael Ralph of South River Drive spoke about a pile of rocks that is located just past the dredging area and was wondering if they would be able to be removed.

Tony Colombo of Fernleaf Trail stated that the more time we waste, the more damage will be done noting the Council has the key to get the project under way to protect the environment.

Council President Dzwierzynski explained that to allow time to get ready for the regular meeting at 7:00 PM we would need to adjourn the meeting at 6:30 PM. She noted that anyone who wishes to speak that was not given the opportunity will have the opportunity to do so at the open forum portion of the regular meeting. Meeting adjourned at 6:30 PM.

Attest:



Sarah Masson
Council Clerk Pro Tem

Minutes Accepted as Presented:

Sarah Masson
Council Clerk Pro Tem

A digital format has been made a part of the record for a complete account of the Council meeting.
<https://www.youtube.com/watch?v=cONEuHNtcB8>



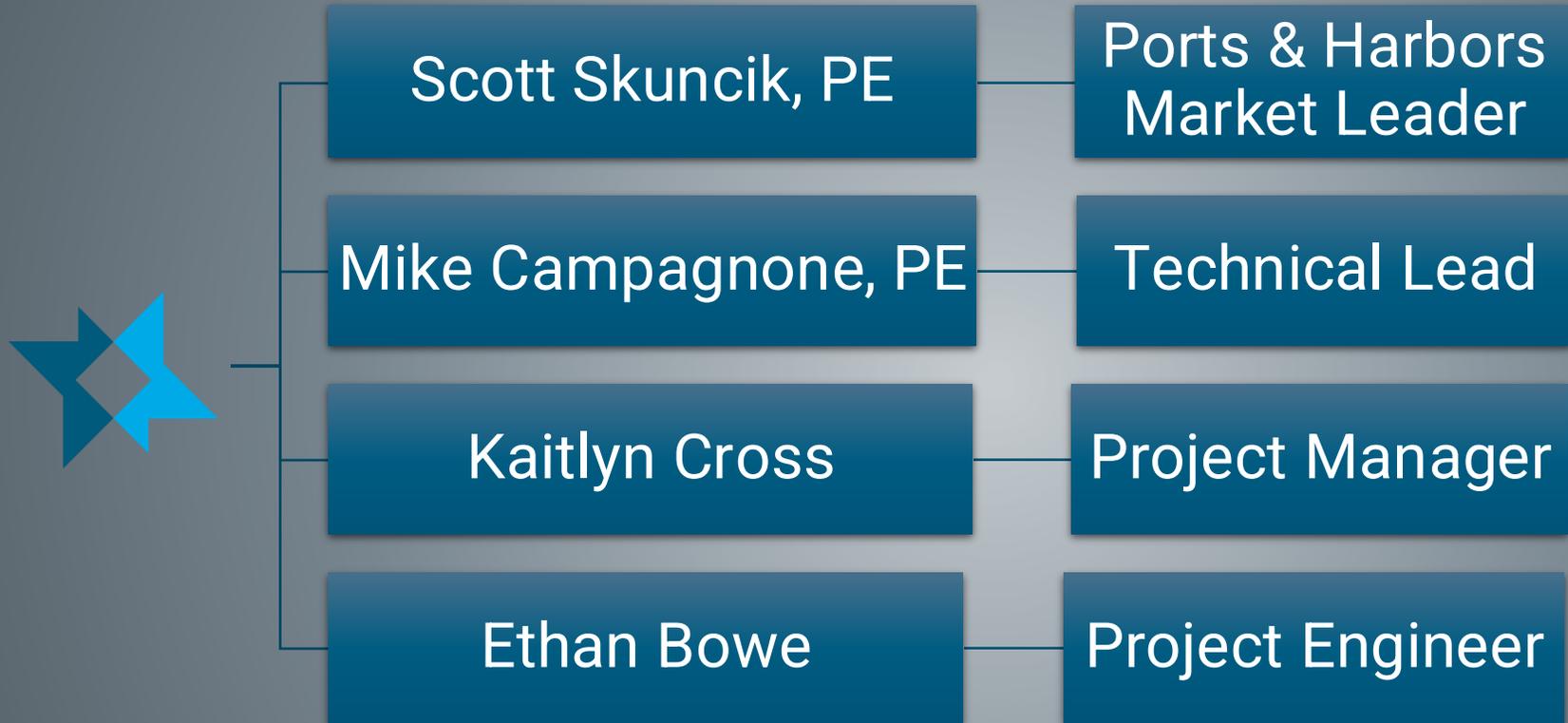
Dredging of the Narrow River

Prepared by:
Foth Infrastructure & Environment, LLC

A presentation to:
Town of Narragansett



Foth Infrastructure & Environment, LLC Team



Who Are We?

- ◆ Full-service Engineering, Permitting, Construction Management Firm.
- ◆ 700+ members in 29 offices throughout the US, including Newport, RI and Marion, MA
- ◆ Foth is comprised of an exceptional group of scientists and technical specialists who bring decades of hands-on experience in the services required to successfully implement a coastal dredging project.
- ◆ Foth's project team brings skilled dredging experience for communities throughout New England and the United States to provide dredging in a safe, cost effective, and environmentally sound manner.



www.foth.com

Project Introduction



- ◆ The Town of Narragansett seeks engineering solutions that enhance recreational boating navigation within the Narrow River while maintaining and preserving critical habitat.
- ◆ At present the mouth of the Narrow River is heavily impacted by sedimentation.
 - This poses a risk to recreational navigation, wildlife, adjunct property flooding, and reduced tidal flushing.



The Narrows

Pettaquamscutt River

Bass Rock

Thule Cove

Old Antgonio





The Narrows

Pettaquamscutt River

Bass Rock

Thule Cove

Old Antgonio

May 2015

Legend







The Narrows

Pettaquamscutt River

Thule Cove

Bass Rock

Old Antgonio



The Narrows

Pettaquamscutt River

Bass Rock

Thule Cove

Old Antgonio



October 2021

Legend



Google Earth

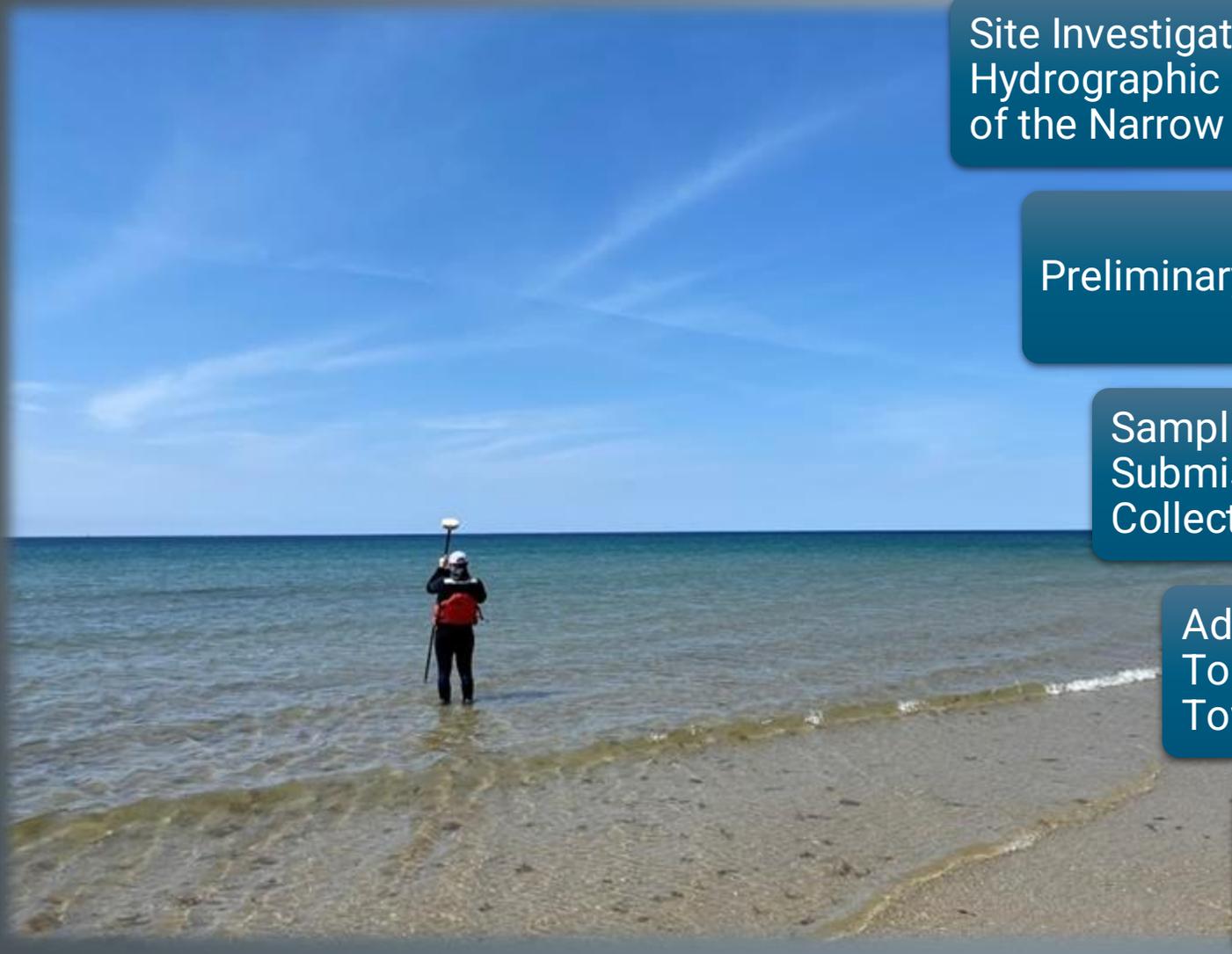
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Work Completed To Date



Site Investigation Including
Hydrographic & Topographic Survey
of the Narrow River

Preliminary Alternatives Evaluation

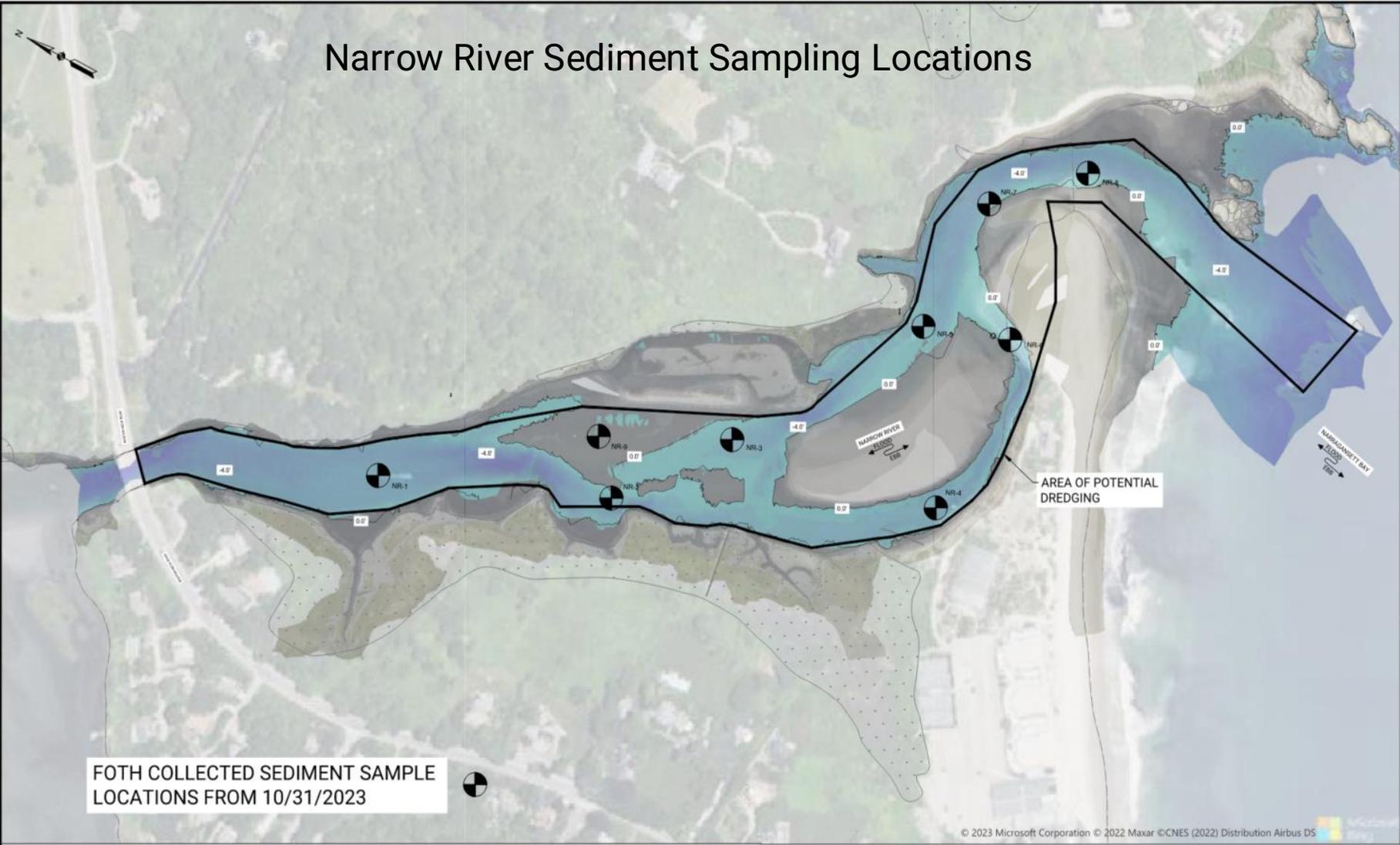
Sampling and Analysis Plan
Submission, Review, Approval, and
Collection

Additional Site Investigation Including
Topographic Survey of Narragansett
Town Beach

Development of Revised Dredge and
Nourishment Alternatives

Sediment Sampling & Analysis

Narrow River Sediment Sampling Locations

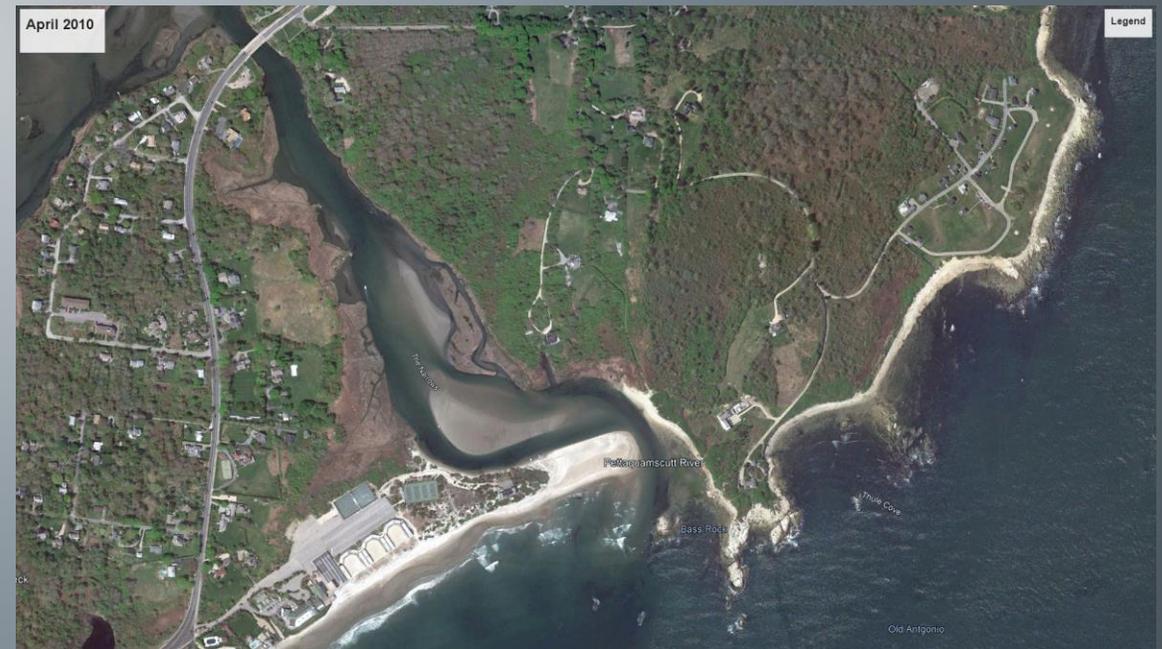


DEM
RHODE ISLAND

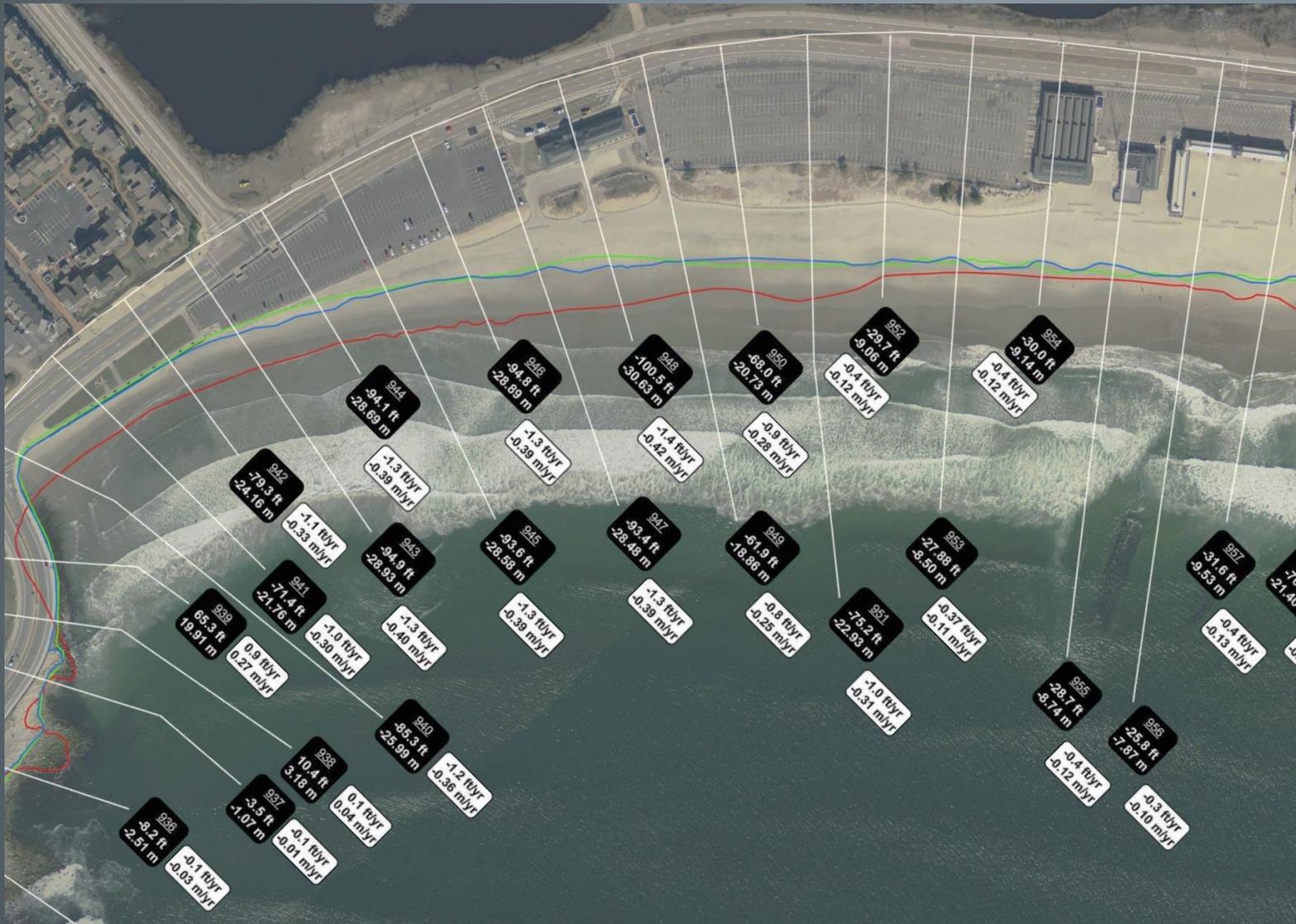


Design Considerations: Narrow River

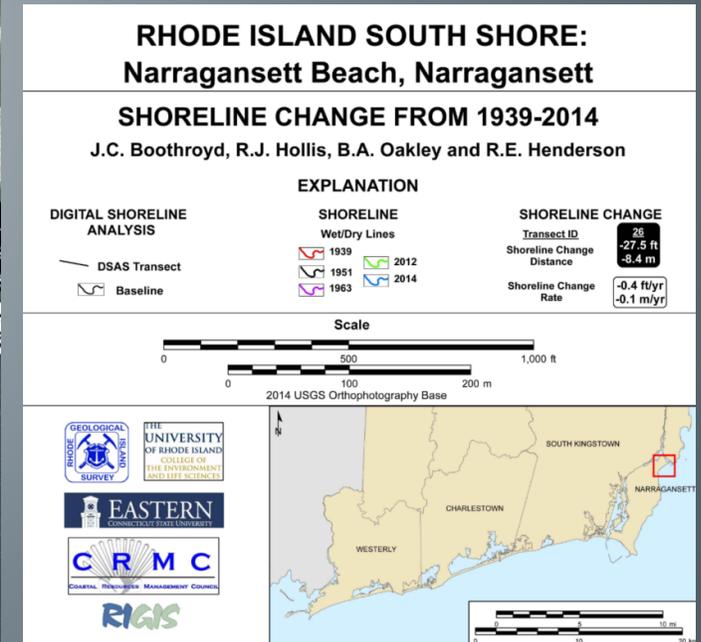
- ◆ Language taken from Narrow River Special Area Management Plan, approved by RI CRMC & NOAA (1999):
 - *“It would not harm the River if its flood-tidal delta was dredged piratically and the sand replaced on the Narragansett Beach. Boat navigation in the lower Narrows would be enhanced and no habitat changes would occur north of the Sprague Bridge, a major choke point. Narragansett Town Beach would be the logical site for beach replacement using flood-tidal delta sand.”*
- ◆ Existing conditions were reviewed over the last 14 years. Conditions shown in the April 2010 aerial were determined to be preferred restoration condition for the Narrows.



Design Considerations: Narragansett Town Beach



Historic Shoreline Change at Narragansett Town Beach



Design Alternatives

- ◆ Three (3) dredge alternatives were developed with two (2) corresponding beach renourishment alternatives

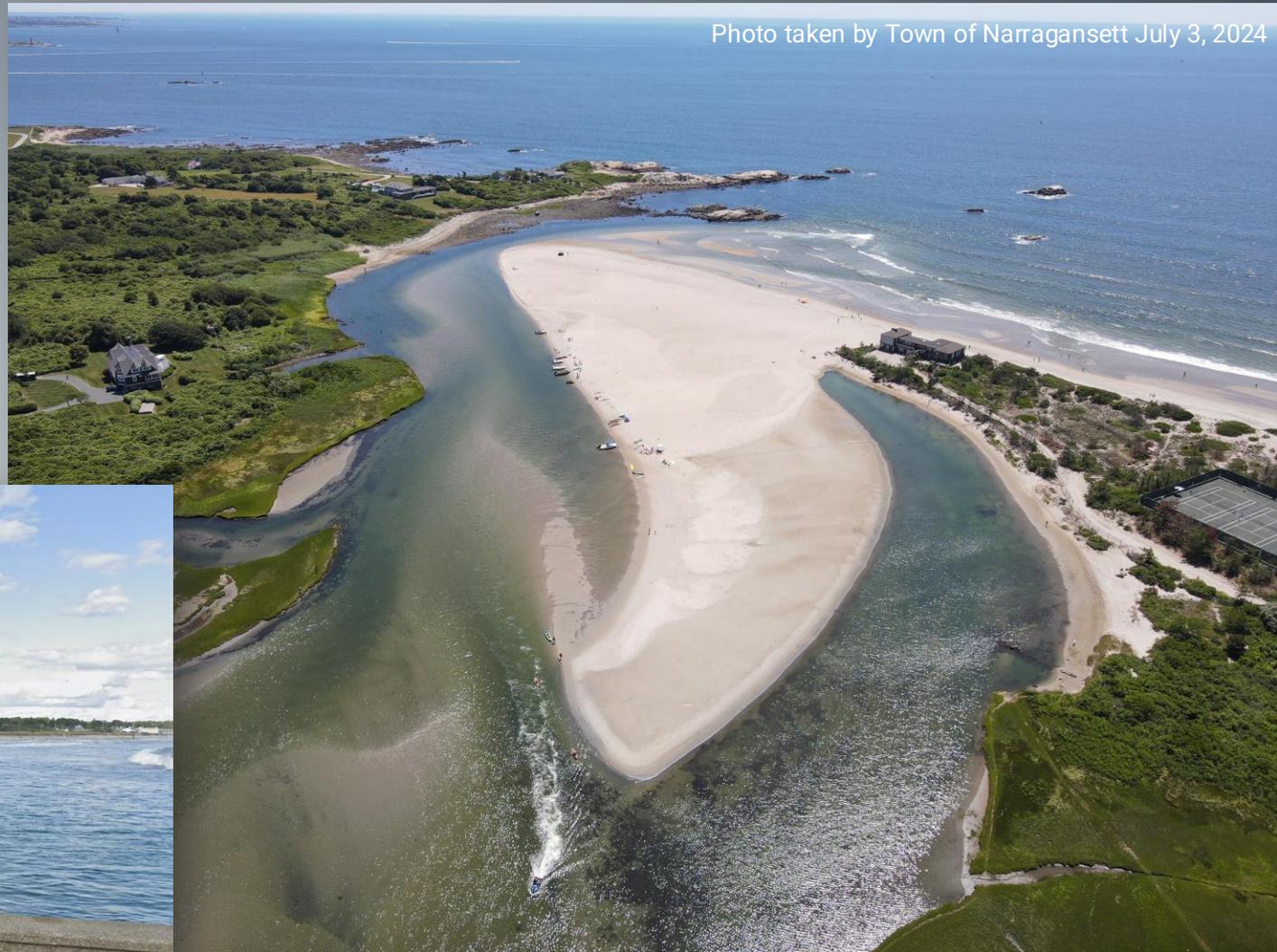


Photo taken by Town of Narragansett July 3, 2024



Photo taken by Google Street View September, 2019

Design Alternatives – Dredging

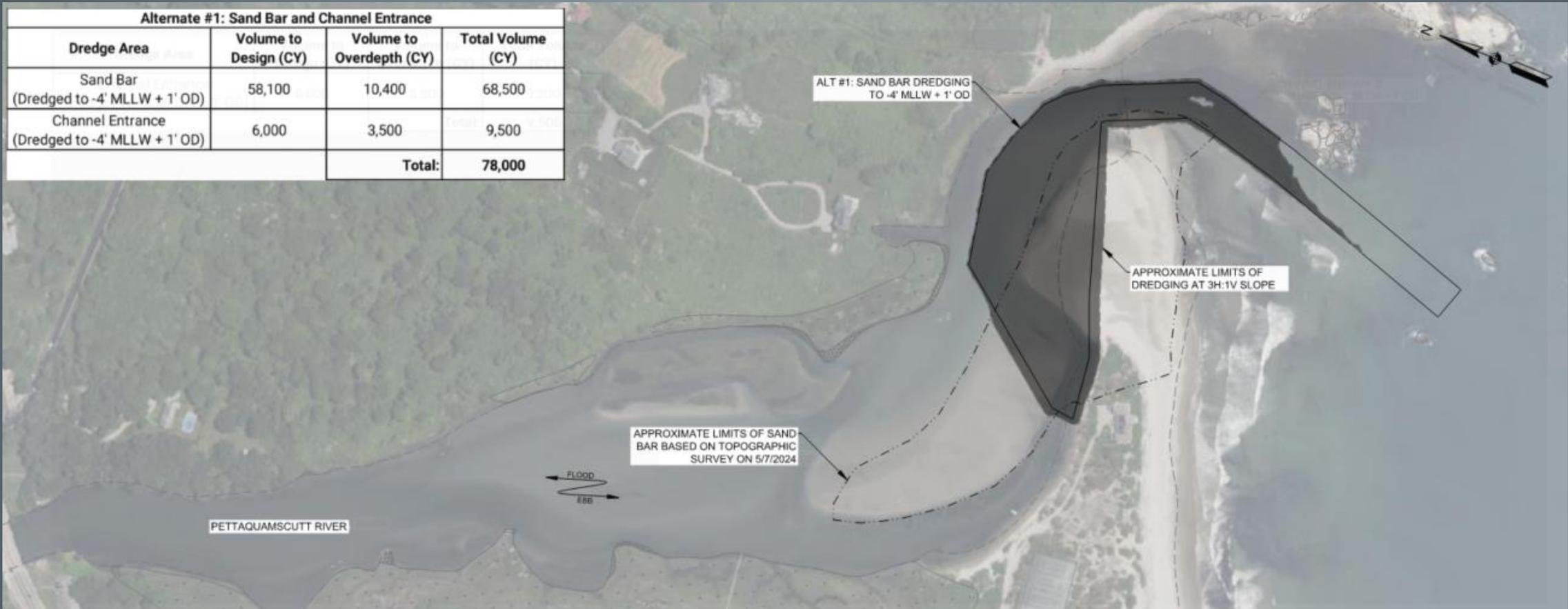
| Dredge Area | Volume to Design (CY) | Volume to Overdepth (CY) | Total Volume (CY) |
|---|-----------------------|--------------------------|-------------------|
| Channel Entrance (Dredged to -4' MLLW + 1' OD) | 6,000 | 3,500 | 9,500 |
| | | Total: | 9,500 |



Channel Entrance

- ◆ Dredging of the channel entrance will be required for all dredge design alternatives in order to allow a contractor adequate depth to get equipment into the work area.

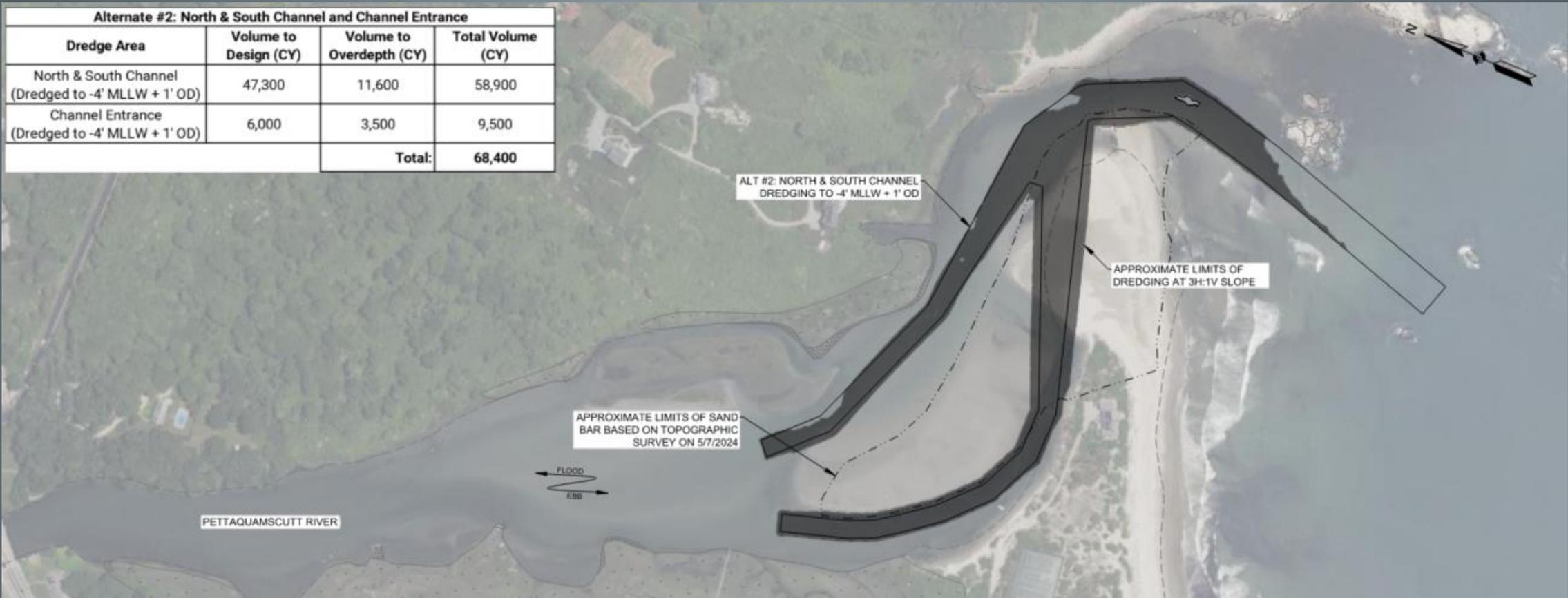
Design Alternatives – Dredging



Dredge Alternative #1: Sand Bar and Channel Entrance

- ◆ Dredging of approximately 78,000 cubic yards (CY) of material to -4.0' MLLW + 1' of Overdepth (OD) for beneficial reuse at Narragansett Town Beach.

Design Alternatives – Dredging



Dredge Alternative #2: North & South Channel and Channel Entrance

- ◆ Dredging of approximately 68,400 cubic yards (CY) of material to -4.0' MLLW + 1' of Overdepth (OD) for beneficial reuse at Narragansett Town Beach.

Design Alternatives – Dredging

| Alternate #3: South Channel Only and Channel Entrance | | | |
|---|-----------------------|--------------------------|-------------------|
| Dredge Area | Volume to Design (CY) | Volume to Overdepth (CY) | Total Volume (CY) |
| South Channel Only (Dredged to -4' MLLW + 1' OD) | 36,900 | 7,800 | 44,700 |
| Channel Entrance (Dredged to -4' MLLW + 1' OD) | 6,000 | 3,500 | 9,500 |
| | | Total: | 54,200 |



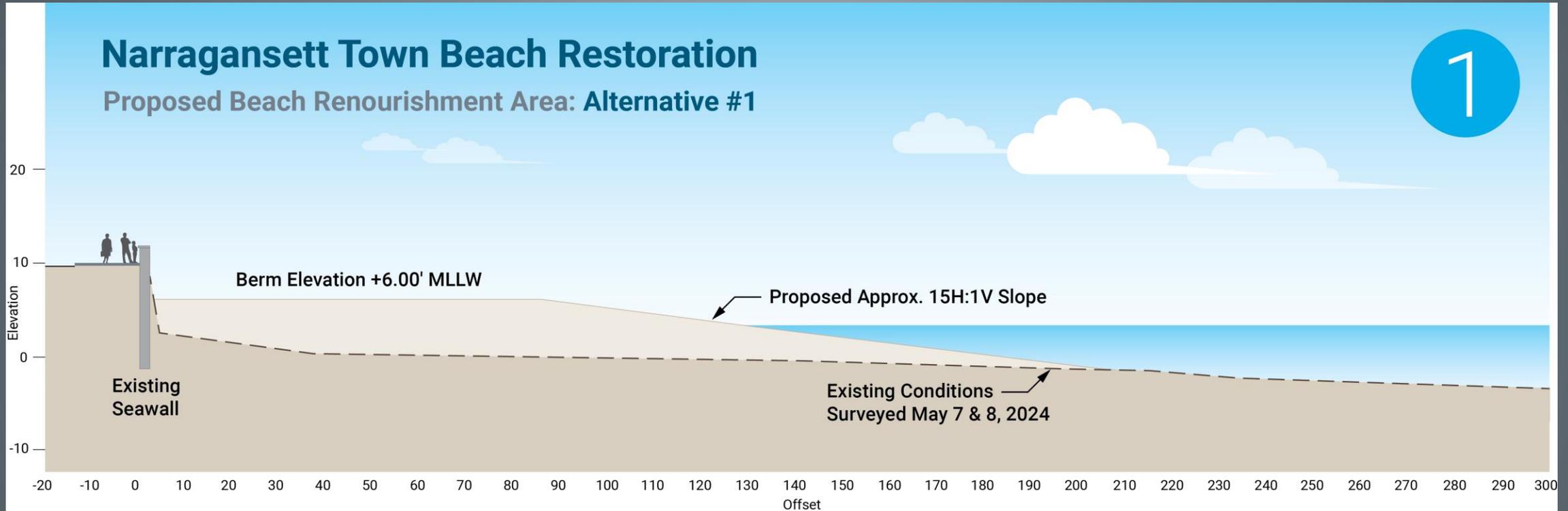
Dredge Alternative #3: South Channel and Channel Entrance

- ◆ Dredging of approximately 54,200 cubic yards (CY) of material to -4.0' MLLW + 1' of Overdepth (OD) for beneficially reuse at Narragansett Town Beach.

Design Alternatives – Nourishment



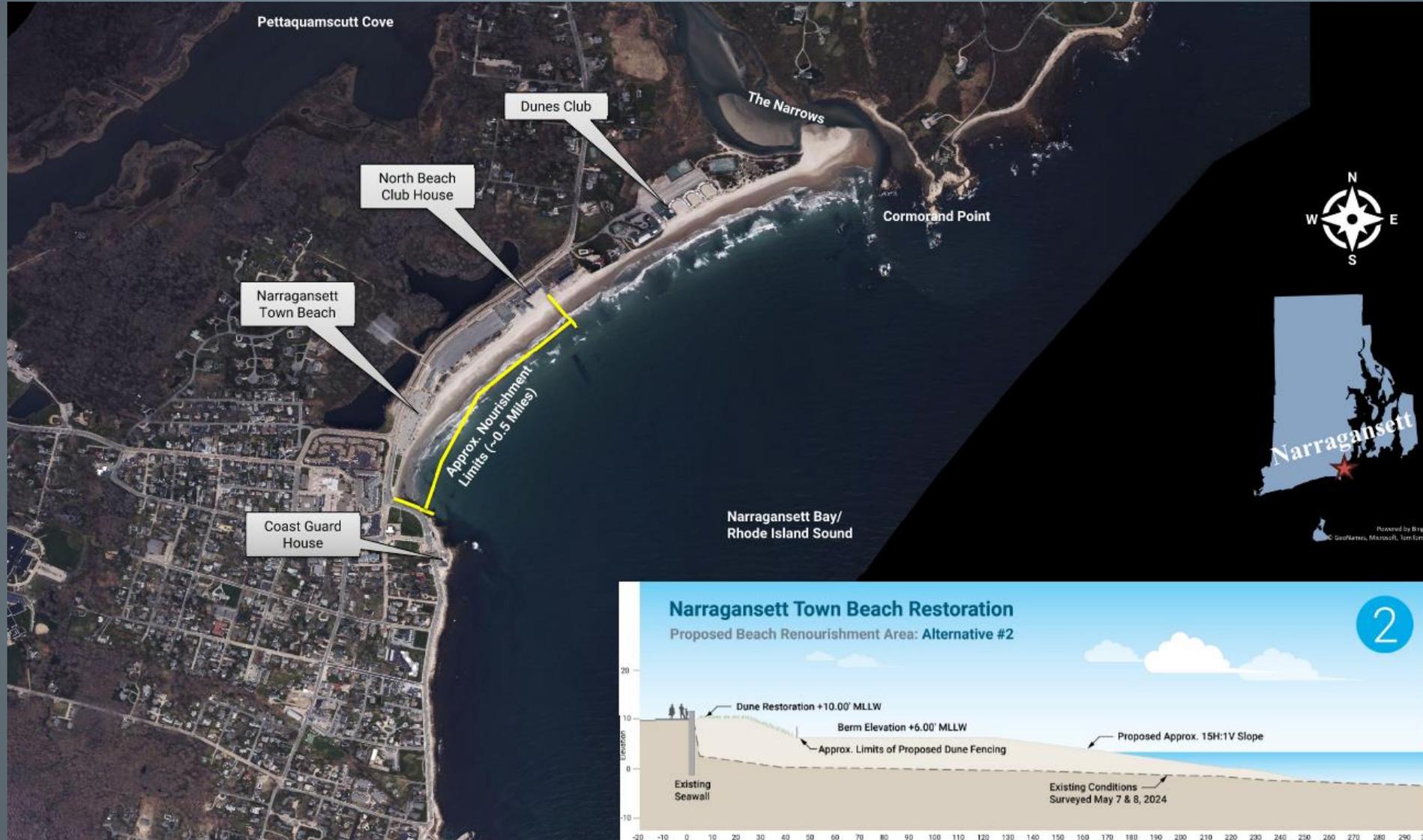
Design Alternatives – Nourishment



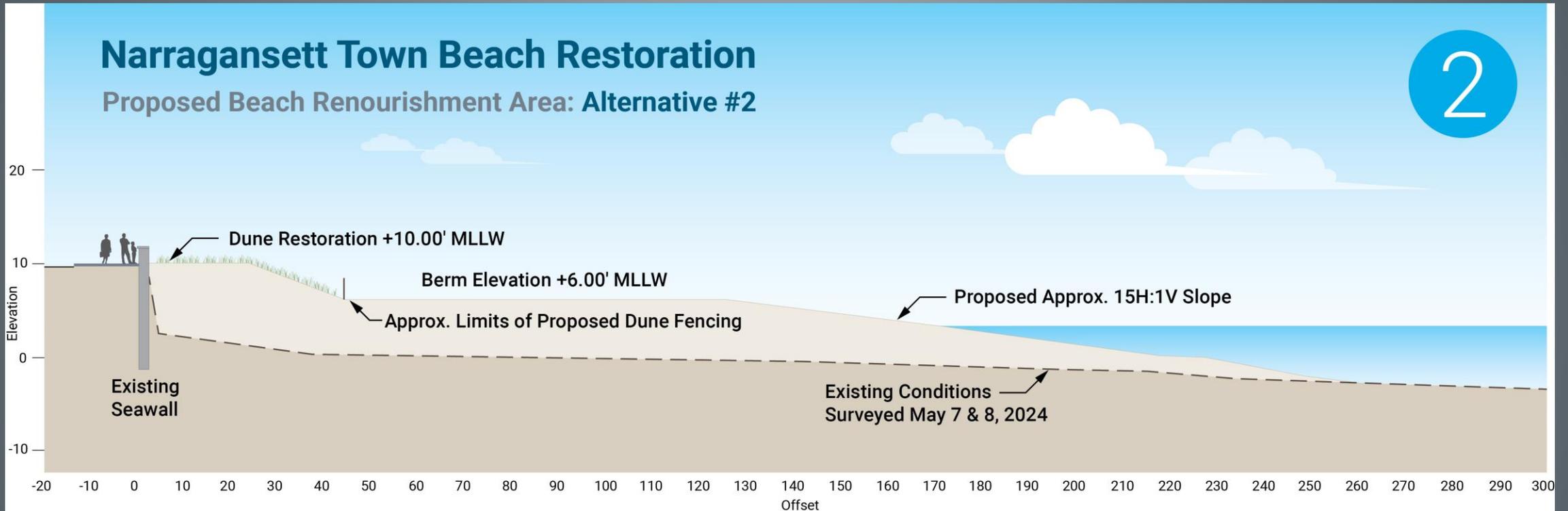
Beach Nourishment Alternative #1

- ◆ Fill capacity of approximately 30,000 CY with minimum of 80-foot-wide berm at an elevation of +6' MLLW.

Design Alternatives – Nourishment



Design Alternatives – Nourishment



Beach Nourishment Alternative #2

- ◆ Fill capacity of approximately 60,000 CY with minimum 20-foot-wide dune at elevation +10' MLLW sloping to a minimum of 80-foot-wide berm at an elevation of +6' MLLW.

Next Steps

- ◆ Select Combined Dredge / Nourishment Alternative
- ◆ Permitting:
 - **Federal Permitting:** United States Army Corps of Engineers (USACE)
 - **State Permitting:** Rhode Island Coastal Resources Management Council (RI CRMC) and Rhode Island Department of Environmental Management (RI DEM)
 - *Approximate permit review timeline: 6-8 months*
- ◆ Secure Funding
- ◆ Construction
- ◆ Anticipated Fall 2025 – Winter 2026



**US Army Corps
of Engineers®**

Questions & Answers

Q & A



foth.com



Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024

FROM: Sarah Masson, Deputy Town Clerk

DEPARTMENT: Town Clerk

SUBJECT:

A MOTION TO APPROVE the minutes from the August 19, 2024 work session.

SUGGESTED ACTION:

Approval of minutes as in accordance with state law.

ATTACHMENTS:

[08-19-2024 Work Session minutes.docx](#)

NARRAGANSETT TOWN COUNCIL

WORK SESSION MEETING

August 19, 2024 MINUTES

A Work Session of the Town Council of the Town of Narragansett was held on Monday, August 19, 2024 at 5:32 PM, at the Narragansett Town Hall.

Present: Ewa Dzwierzynski, President
Jill A. Lawler, President Pro Tem
Steven J. Ferrandi, Member
Deborah A. Kopech, Member
James R. Tierney, Town Manager

Absent: Susan Cicilline Buonanno, Member

Council President Dzwierzynski explained that the purpose of the work session was to interview candidates for an alternate member vacancy on the Zoning and Platting Board of Review. She further explained that the Council members were provided with the names of the candidates on file and had selected three candidates to interview: John Ball, Karen Catuogno, and David Morello.

The candidates answered questions from the Council relative to their interest in the Zoning Board and if they have attended any meetings, familiarity with bulk zoning ordinances, what they see as the biggest challenge in zoning, their opinion on waivers, exemptions and dimensional special permitting and when they should be used, and if they have the time to commit to meetings, hearings, and site visits as a board member.

John Ball gave a brief introduction noting that he has lived in Narragansett since 2018 and currently serves on the Tax Assessment Board of Review. He has worked in the finance industry since 2001 and is currently working for a firm based out of Rye, New York. Mr. Ball has not attended a Zoning Board meeting but thinks his involvement in the Board will allow him to contribute back to the Town and help to maintain its character. His familiarity with bulk zoning is through information from the newspapers and television. He thinks the dynamic between residents and landlords is the biggest challenge in zoning currently, but it is the job of the board to ensure the code and legislation that has been passed are maintained. The use of waivers, exemptions and dimensional special permitting should be used on an exemption basis. He confirmed that he has the time and flexibility in his schedule to meet the requirements of the board.

Karen Catuogno thanked the Council for the opportunity to interview and states she has lived in town for the past 18 years. Currently, she serves as the Vice Chairwoman of the Historic District Commission (HDC), but her term will expire at the end of December. She is proud of the work they have been able to accomplish on the HDC noting the changes on Boon Street and the new historic district. Ms. Catuogno states she is semi-retired and has plenty of time to give in service to the town. She believes her background, education and experience allow her to bring a meaningful set of skills

to the Zoning Board. In response to the Council questions, she states she is willing to resign early from the HDC in order to take over a new appointment. She has attended two Zoning Board meetings for issues that were of interest for her. She has always been interested in towns and development, receiving her Bachelor of Science in Urban Studies. She is familiar with the zoning ordinances and the statewide legislative changes that will have to be incorporated locally. She stated that the board does not make policy but they follow the policy that is dictated by the Council, which she doesn't see as a challenge if the board members are doing their jobs. Allowing waivers, exemptions and dimensional special permitting should be a very small exception to the rule with a very good reason to allow it.

David Morello states he is a life long Rhode Island resident and has been living in Narragansett since 2003. He is a retired real estate developer. In response to Council questions, he states he has been to countless Zoning Board meetings in a professional capacity but not as a resident. He selected this board to volunteer for based on his experience and his ability to work through difficult situations to find a successful solution. He feels that he would bring a different perspective as a developer which might help to find solutions especially in residential development. Although not as familiar with bulk zoning, Mr. Morello is familiar with issues between the state and town regarding set back regulations and housing regulation issues including short term rentals. Regarding any challenges, he states the answer is to follow the zoning regulations; they are not to be broken or adjusted. Any kind of variance would be for a hardship. He confirmed that he has the time to commit to the board, re-emphasized his experience and is sympathetic to the needs of young people and families to have the ability to buy a home here. He does not foresee any conflict of interest since he did mostly commercial development and does not see that type of development available in town.

Council President Dzwierzynski stated that invitations were extended to two other candidates but they were unable to attend the interview. She stated the appointment for this position will be at a future meeting and thanked the candidates for their participation in the interview and willingness to serve in this capacity. The meeting adjourned at 6:01 PM.

Attest:



Jennifer Beck
Council Clerk Pro Tem

Minutes Accepted as Presented:

Sarah Masson
Council Clerk Pro Tem

A digital format has been made a part of the record for a complete account of the Council meeting.
<https://www.youtube.com/watch?v=8H9BUY9ThJo>

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024

FROM: Scott Partington, Fire Chief

DEPARTMENT: Fire Department

SUBJECT:

A MOTION TO APPROVE the Fiscal Year (FY) 2024 - 2025 annual service fees for the Fire Department's EMS Patient Care Reporting Software from ImageTrend, Inc. in the amount of \$4,215.03.

SUGGESTED ACTION:

The annual maintenance fees are for the Computer-Aided Dispatch (CAD) Interface. This software provides the ability to export CAD data from TriTech to the fire department's EMS electronic patient care reporting (ePCR) software, ImageTrend. The interface offers the ability to exchange CAD information across all fire department computers/tablets.

ImageTrend's Elite Field Support module has been cancelled as it is now included with the RI ImageTrend system. The annual fees are for the period of July 1, 2024 – June 30, 2025 in the total amount of \$4,215.03.

In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, the Purchasing Manager has determined this to be a sole source item.

FUNDING SOURCE:

Funding is available in the Fire Department Operating Account #0001521 50320, PC Software/Programs.

ATTACHMENTS:

[Image_Trend_quote_FY24-25.pdf](#)



2024-2025 Quote

Remit To: ImageTrend, Inc.
 20855 Kensington Blvd.
 Lakeville, MN 55044
 Phone: 952-469-1589
 Email: invoices@imagetrend.com

Bill To:
 Narragansett Fire Department
 40 Caswell Street
 Narragansett, RI 02882

Customer Number: 0980
 Today's Date: 8/7/2024
 Terms: Net 30
 Schedule ID: 13975, 20563

| Item Name | Description | Quantity | Unit Price | Total |
|---------------------|------------------|----------|-------------|------------------|
| Elite Field Support | Cancelled | | | Cancelled |
| CAD Integration | Annual | 1 | \$ 4,215.03 | \$ 4,215.03 |

Total: \$ 4,215.03

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Michelle Kershaw, Parks & Recreation Director
DEPARTMENT: Parks and Recreation Department

SUBJECT:

A MOTION TO APPROVE, RATIFY, AND CONFIRM the cost of the field trip to Water Wizz of Cape Cod for summer camp participants, in the total amount of \$2,552.00.

SUGGESTED ACTION:

On Wednesday, July 31, 2024, the Narragansett Parks and Recreation Summer Camp took a field trip to Water Wizz in Cape Cod. Eighty (80) children and staff were originally signed up for this trip for a cost of \$2,320.00 (\$29.00 pp). However, as the trip got closer and after the original Purchase Order (PO 20250304) was approved, the number of registrations increased to 88 children and 14 staff which brought the total estimated cost to \$2,958.00, exceeding the \$2,499.00 threshold required for Council approval. The Town Manager was informed and approved the increase in cost with the understanding that an agenda would be prepared after the field trip for the increase.

On the day of the trip, a total of 88 campers and staff attended the field trip to Water Wizz for a total cost of \$2,552.00.

FUNDING SOURCE:

Funding was available in the Parks and Recreation Operating Account #0001830 50350, Field Trips.

ATTACHMENTS:

[Approval_from_Town_Manager_to_exceed__2499_cost_if_necessary.pdf](#)
[PO_20250304.pdf](#)
[Invoice_from_Water_Wizz__2552.00.pdf](#)

Geraldine Cataldo

From: James R. Tierney
Sent: Wednesday, July 24, 2024 3:13 PM
To: Tyler Hoxsie
Cc: Christine Wilson; Michelle Kershaw; Susan Gallagher; Geraldine Cataldo
Subject: RE: Summer Camp Field Trip

Approved. I understand that that you will need sufficient staff coverage for this group and at this late in the game, it would be inappropriate to exclude some of the youths on such short notice. I also spoke with Michelle and there is sufficient coverage in the budget. Please circle back after the event to provide the actual number. Thank you.

James R. Tierney
Town Manager / Commissioner of Public Safety
Town of Narragansett
25 Fifth Avenue
Narragansett, Rhode Island 02882
E-Mail: jtierney@narragansettri.gov
Office: (401) 782-0654
Fax: (401)789-8765

*"Honesty and transparency make you vulnerable. Be honest and transparent anyway."
-Mother Theresa*

From: Tyler Hoxsie <thoxsie@narragansettri.gov>
Sent: Wednesday, July 24, 2024 1:03 PM
To: James R. Tierney <jtierney@narragansettri.gov>
Cc: Christine Wilson <cwilson@narragansettri.gov>; Michelle Kershaw <mkershaw@narragansettri.gov>; Susan Gallagher <sgallagher@narragansettri.gov>; Geraldine Cataldo <GCataldo@narragansettri.gov>
Subject: Summer Camp Field Trip

Hello Jim,

Next Wednesday, July 31, the Narragansett Parks & Recreation Summer Camp is taking a field trip to Water Wizz in Cape Cod. This summer we have experienced an increase in attendance that we have not seen in over 15 years. The total number of registrations for next week is at 88 plus 14 staff members. Water Wizz does charge for staff. They will be sending over a new confirmation and booking for 102 patrons, which would bring the total cost to \$2,958. There is a chance that not every child that is registered attends and the total may not be that high or over \$2,499, but we need to book for the amount registered in case all do attend.

I am requesting permission to exceed the \$2,499 threshold for council approval with the plan being that Michelle and I will write an agenda to approve, ratify, and confirm for the August 19 Town Council meeting. If there are any questions please let me know and I will be happy to answer them.

Thank you and have a great day,



ORIGINAL

Purchase Order

Fiscal Year 2025

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20250304-00**

BILL TO

TOWN OF NARRAGANSETT
ATTENTION: ACCOUNTS PAYABLE
25 FIFTH AVENUE
NARRAGANSETT, RI 02882

Delivery must be made within doors of specified destination.

RODNEY V

Water Wizz of Cape Cod
1105 Fall River Avenue
Seekonk MA 02771

SEPT TO

Parks & Recreation
170 Clarke Road
Narragansett RI 02882

| Vendor Phone Number | | Vendor Fax Number | | Requisition Number | | Delivery Reference | |
|---------------------|--|-------------------|----------------------|--------------------|---------------------|--------------------|----------------|
| | | | | 25000332 | | | |
| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | | Department/Location | | |
| 07/17/2024 | 6256 | | | | Parks & Recreation | | |
| Item# | Description/Part No. | | | Qty | UOM | Unit Price | Extended Price |
| 1 | Water Wizz 7/31/24 Summer Camp Field Trip to Water Wizz East Wareham, MA 7/31/24 0001830 - 50350 | | | 80.0 | EACH | \$29.000 | \$2,320.00 |
| | | | | | | | \$2,320.00 |

By *Aaron W. Gallagher*
Purchasing Manager

DEPARTMENT COPY

| | |
|------------------|------------|
| Total Ext. Price | \$2,320.00 |
| PO Total | \$2,320.00 |

PO# 20250304



3031 Cranberry Highway | East Wareham, MA 02538 | 508-295-3255

Tyler Hoxsie
Narragansett Parks and Recre
 170 Clarke Rd.
 NARRAGANSETT, RI 02882

Telephone: 4017820668
 Email:

Order/Group Information

Order Number : 26002
 Arrival Date: 07/31/2024
 PO Number (if applicable):

Comments: INVOICE Net30

Thank you for visiting. The following items and payments have been issued or applied to your order. Balance Due will be billed.

| Quantity | Item Code | Description | Each | Total |
|----------|------------|--|-------|----------|
| 88 | GRTKRM0101 | Group General Admission 07/31/2024 | 29.00 | 2,552.00 |
| 2 | GRTKRM0103 | Group Bus Driver Comp Admission 07/31/2024 | 0.00 | 0.00 |

| | | |
|-----------------|----|----------|
| Unissued | 0 | 0.00 |
| Issued | 90 | 2,552.00 |
| Returned | 0 | |
| Taxes | | 0.00 |
| Payments | | 0.00 |
| Balance | | 2,552.00 |

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Jonathan Gerhard, Town Engineer
DEPARTMENT: Engineering Department

SUBJECT:

A MOTION TO APPROVE, RATIFY, AND CONFIRM the purchase of replacement parts for two (2) aeration system blower/mixer assemblies from Newterra, Corporation Inc., in amount of \$2,926.80.

SUGGESTED ACTION:

The vortex shield and support frame for two (2) aeration system/blower mixer assemblies at the Scarborough Wastewater Treatment Facility failed and required replacement. The Wastewater Division obtained the attached quote to purchase replacement equipment from the sole source supplier. The Town Manager granted permission to proceed with this purchase to expedite the order placement and PO number 20250659 was issued. The current Purchasing Policy requires Town Council approval for any purchase exceeding \$2,500.00.

In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, the Purchasing Manager has determined this to be a sole source item.

FUNDING SOURCE:

Funding was available in the Wastewater Enterprise Fund Account #0032 50506, Equipment Maintenance and Repairs.

ATTACHMENTS:

[Sales Quote SQINC-002512.pdf](#)
[Sole source letter Town of Narragansett.pdf](#)
[UBM VORTEX SHILD ASSY 360694.PDF](#)
[Wastewater Aeration Equipment Purchase Approval.pdf](#)
[PO 20250659 Newterra.pdf](#)

Sales Quote



Quote No: SQINC-002512

Date: 08/02/2024
Requested Date: 1/1/0001
Payment Terms: Net 30 days
 Freight Included in price
Ship Method:
Customer Ref:
Valid to: September 2, 2024
Lead Time: 6 to 7 Weeks

Newterra Corporation Inc.
 1555 Coraopolis Heights Road
 Ste. 4100
 Coraopolis , PA 15108

James Feldman

Bill to:
 Narragansett, Town Of
 25 5th Ave
 25 Fifth Ave
 Narragansett, RI 02882-3661
 USA

Sell to:
 Narragansett, Town Of
 25 5th Ave
 25 Fifth Ave
 Narragansett, RI 02882-3661
 US

PHIL RATTENNI
 ktaylor@narragansettri.gov

Ship to:
 Narragansett, Town Of
 WASTEWATER PLANT
 990 Ocean Road
 Narragansett, RI 2882
 USA

CONTACT: PHIL RATTENNI
 PH: 401-788-2562
 EMAIL: prattenni@narragansettri.gov
 QUOTE VALID FOR 30 DAYS
 FREIGHT NOT INCLUDED

| Item | Description | Qty | UOM | Price | Disc% | Tax% | Line Amount Excl. Tax |
|---------------------------|---|-----|-----|----------|-------|------|-----------------------|
| 1 | 5101701 VORTEX SHIELD ASSEMBLY-SOLID POLY SHIELD, SMALL HOUSING MOUNTED | 2 | EA | 2,189.00 | 40 | 0 | 2,626.80 |
| 2 | 99FREIGHTOUT OUTBOUND FREIGHT (Sales) | 1 | EA | 300.00 | 0 | 0 | 300.00 |
| Subtotal | | | | | | | 2,926.80 |
| Tax | | | | | | | 0.00 |
| Total \$ Incl. Tax | | | | | | | 2,926.80 |
| \$USD | | | | | | | |

Please note: There is a 3% administrative charge applied to all payments processed with credit card.

March 16, 2023

*Town of Narragansett
25 Fifth Ave
Narragansett, RI 02282
United States*

Re: Sold Source Equipment & Parts Supplier

To whom it may concern,

Newterra Corporation Inc, is the sole source supplier of equipment and replacement parts for the AIRE-O₂[®] Aspirator Aerator, AIRE-O₂ Triton[®] Process Aerator, and AIRE-O₂[®] Series II Aerator. These parts can be purchased directly from our factory in Chaska, MN. Please contact our Parts Ordering Department at 800-328-8287 or my number at 952-556-5780 for current prices and availability.

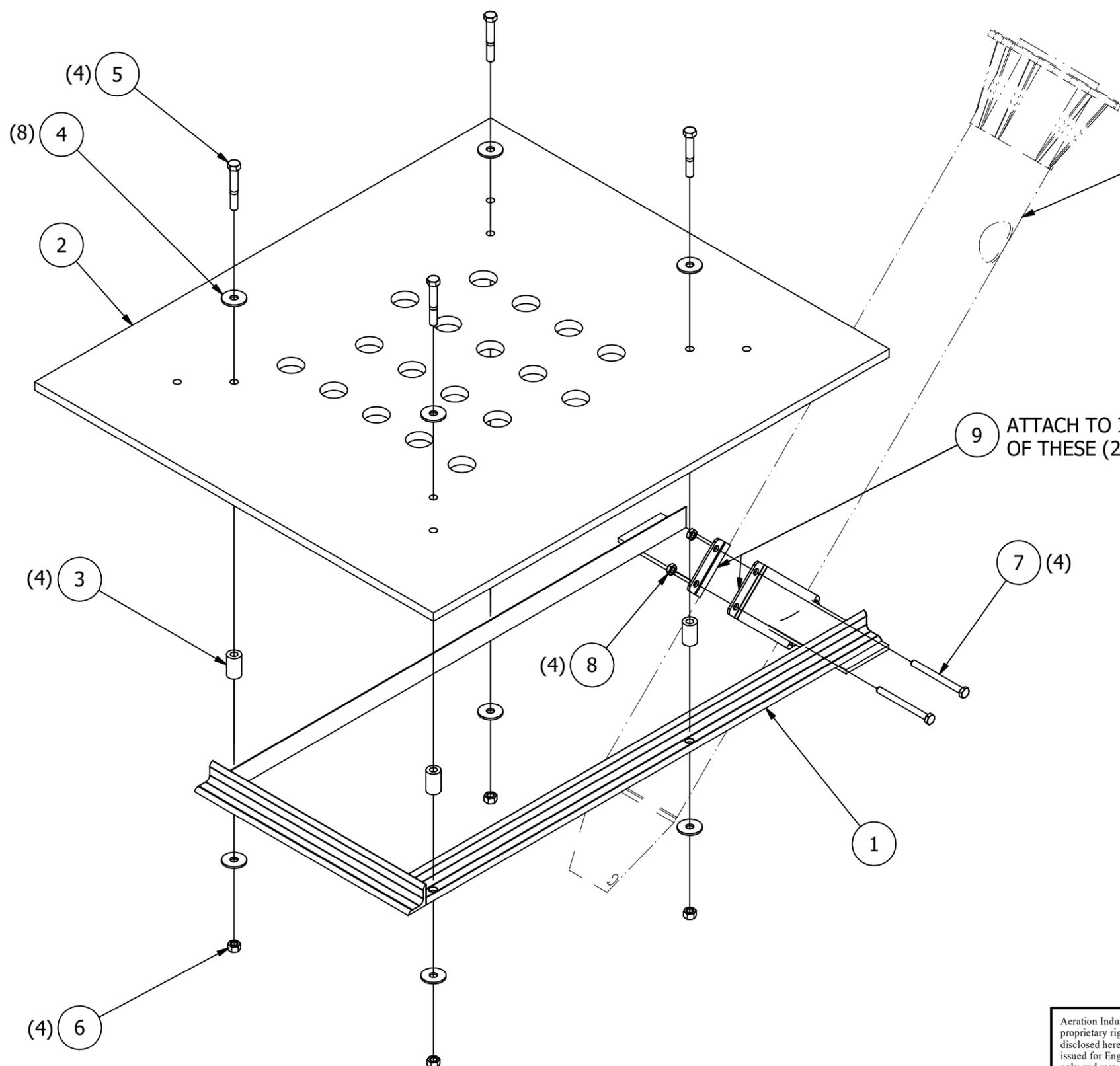
Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

*Mary Kay Jefferson
Life Cycle/Customer Experience
Newterra
4100 Peavey Road
Chaska, MN 55318
952-556-5734 Direct
mjefferson@newterra.com*

-

| REVISION HISTORY | | | | |
|------------------|---------|---|-----|----------|
| REV | ECO NO. | DESCRIPTION | BY | DATE |
| - | 17-2908 | RELEASED FOR PRODUCTION | JFW | 9-12-17 |
| A | 20-3112 | REPLACED ITEM 2 WITH 240077 | JH | 3-12-20 |
| B | 20-3175 | INCREASED QTY. OF ITEMS #7 & #8 TO 4 EACH | JFW | 12-22-20 |
| C | 21-3237 | ITEM #7, 215846 WAS 215801 | JFW | 10-29-21 |



| BILL OF MATERIAL | | | | |
|------------------|----------|--|------|--|
| ITEM | PART NO. | DESCRIPTION | QTY. | |
| 1 | 240-055 | SUPPORT WELDMENT-VORTEX SHIELD | 1 | |
| 2 | 240077 | SOLID POLY VORTEX SHIELD | 1 | |
| 3 | 240076 | SPACER-SOLID POLY VORTEX SHIELD | 4 | |
| 4 | 215-320 | WASHER-FLAT, .375 X .827 O.D. S.S. | 8 | |
| 5 | 215-237 | BOLT-HHCS .375-16UNC X 2.50 LG. S.S. | 4 | |
| 6 | 215-081 | NUT-LOCK HEX .375-16UNC S.S. | 4 | |
| 7 | 215846 | BOLT-HHCS, FULLY THREADED .312-18UNC X 3.50 LG. S.S. | 4 | |
| 8 | 215-102 | NUT-LOCK HEX .312-18UNC S.S. | 4 | |
| 9 | 222013 | RUBBER PAD, 4.50" X 3.0" X 3/8" THK. | 2 | |

Aeration Industries claims proprietary rights to the material disclosed herein. This drawing is issued for Engineering purposes only and may not be used to manufacture anything shown hereon without written permission. C 2011 Aeration Industries Int'l, LLC. All Rights Reserved

DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5-2009 STANDARDS
 DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED
 BREAK ALL SHARP EDGES AND REMOVE BURRS

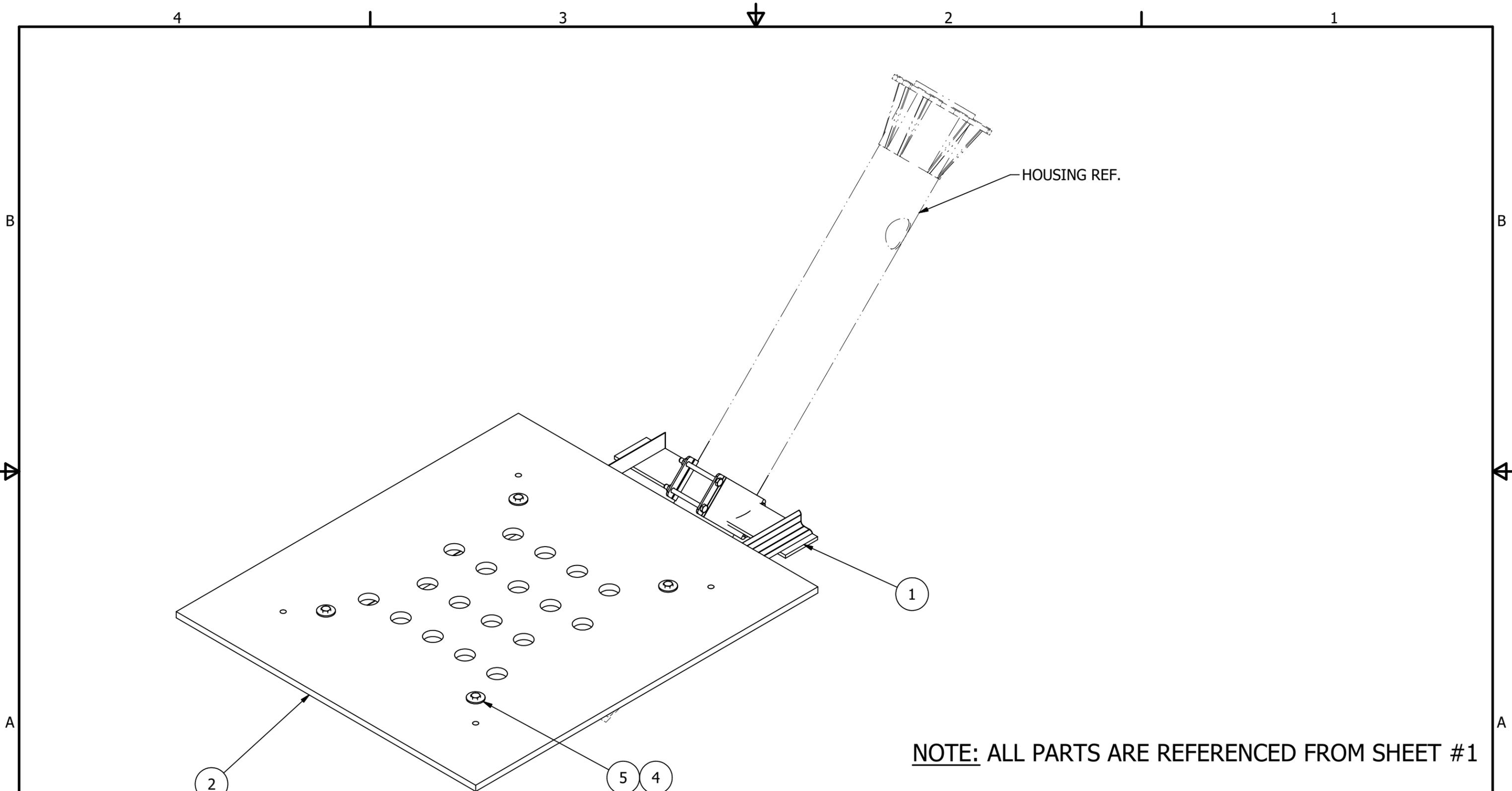
| | | |
|--|------------------|----------------|
| TOLERANCE & FINISH -UNLESS NOTED OTHERWISE- | | |
| FRACTIONS ± 1/32 | ANGLE ± 1° | FINISH 125 |
| WELDMENTS | ONE PLACE ± 0.06 | 2 PLACE ± 0.03 |
| | 3 PLACE ± 0.015 | |
| MACHINED PARTS | ONE PLACE ± 0.03 | 2 PLACE ± 0.01 |
| | 3 PLACE ± 0.005 | |
| DRAWN | DATE | |
| Joe Widman | 9/22/2017 | |
| REVISED | DATE | |

Aeration Industries International, LLC.
 4100 Peavey Rd, Chaska MN 55318 USA. www.airo2.com
 Phone: +1-952-448-6789. Fax: +1-952-448-7293. aii@airo2.com

TITLE
 VORTEX SHIELD ASSEMBLY-SOLID POLY SHIELD, SMALL HOUSING MOUNTED

DRAWING NO. **360694** REV. **C**

SCALE: - SIZE: B 11" X 17" SHEET 1 OF 3



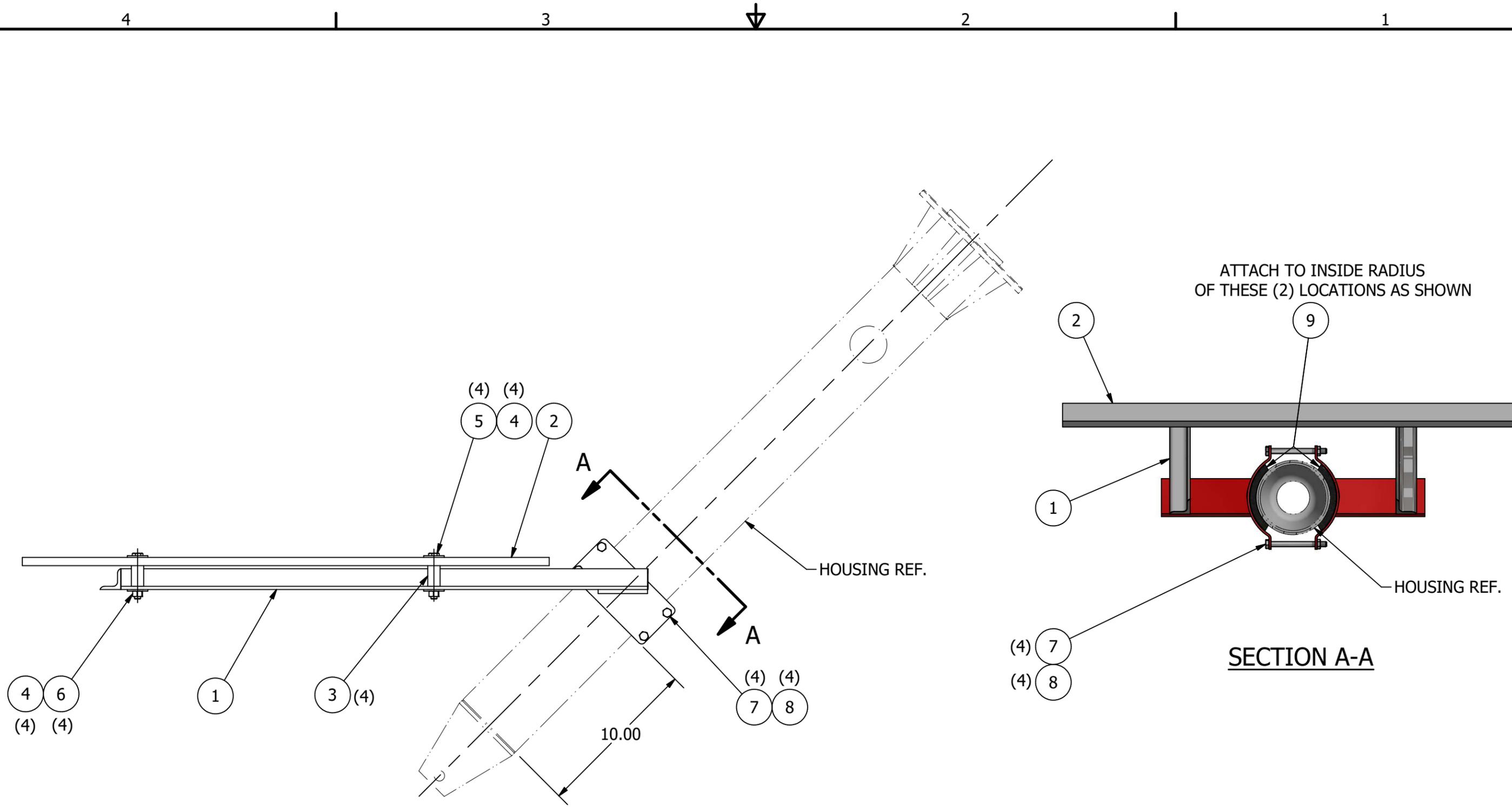
NOTE: ALL PARTS ARE REFERENCED FROM SHEET #1

SHOWN ASSEMBLED

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5-2009 STANDARDS
 DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED
 BREAK ALL SHARP EDGES AND REMOVE BURRS

| | | | | | |
|--|----------------|-----------------------------------|---|--|--|
| TOLERANCE & FINISH -UNLESS NOTED OTHERWISE- | | Aeration Industries International | | Aeration Industries International, LLC. 4100 Peavey Rd, Chaska MN 55318 USA. www.airo2.com Phone: +1-952-448-6789. Fax: +1-952-448-7293. ail@airo2.com | |
| FRACTIONS ± 1/32 | ANGLE ± 1° | FINISH 125 | TITLE | | |
| WELDMENTS | | | VORTEX SHIELD ASSEMBLY-SOLID POLY SHIELD, SMALL HOUSING MOUNTED | | |
| ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015 | DRAWING NO. | | |
| MACHINED PARTS | | | 360694 | | |
| ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005 | REV. C | | |
| DRAWN Joe.Widman | DATE 9/22/2017 | SCALE - | | | |
| REVISED | DATE | SIZE B 11" X 17" | SHEET 2 OF 3 | | |



SIDE VIEW

SECTION A-A

NOTE: ALL PARTS ARE REFERENCED FROM SHEET #1

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5-2009 STANDARDS
 DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED
 BREAK ALL SHARP EDGES AND REMOVE BURRS

| | | | | | |
|--|----------------|-----------------------------------|---|--|--|
| TOLERANCE & FINISH -UNLESS NOTED OTHERWISE- | | Aeration Industries International | | Aeration Industries International, LLC. 4100 Peavey Rd, Chaska MN 55318 USA. www.airo2.com Phone: +1-952-448-6789. Fax: +1-952-448-7293. ail@airo2.com | |
| FRACTIONS ± 1/32 | ANGLE ± 1° | FINISH 125 | TITLE | | |
| WELDMENTS | | | VORTEX SHIELD ASSEMBLY-SOLID POLY SHIELD, SMALL HOUSING MOUNTED | | |
| ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015 | DRAWING NO. | | |
| MACHINED PARTS | | | 360694 | | |
| ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005 | REV. C | | |
| DRAWN Joe.Widman | DATE 9/22/2017 | SCALE | | | |
| REVISED | DATE | SIZE B 11" X 17" | | SHEET 3 OF 3 | |

Jonathan Gerhard

From: James R. Tierney
Sent: Monday, August 5, 2024 1:25 PM
To: Jonathan Gerhard
Cc: Scott Goodinson; Philip Rattenni; Jennifer Lewis; Susan Gallagher
Subject: RE: Wastewater Aeration Equipment Purchase

Approved. Absolutely necessary to be back in service ASAP.

Thank you.

James R. Tierney
Town Manager / Commissioner of Public Safety
Town of Narragansett
25 Fifth Avenue
Narragansett, Rhode Island 02882
E-Mail: jtierney@narragansettri.gov
Office: (401) 782-0654
Fax: (401)789-8765

"Honesty and transparency make you vulnerable. Be honest and transparent anyway."
-Mother Theresa

From: Jonathan Gerhard <jgerhard@narragansettri.gov>
Sent: Monday, August 5, 2024 12:18 PM
To: James R. Tierney <jtierney@narragansettri.gov>
Cc: Scott Goodinson <sgoodinson@narragansettri.gov>; Philip Rattenni <prattenni@narragansettri.gov>; Jennifer Lewis <jlewis@narragansettri.gov>; Susan Gallagher <sgallagher@narragansettri.gov>
Subject: Wastewater Aeration Equipment Purchase

Jim –

We need to purchase replacement parts for two of our aeration system blower/mixer assemblies. Attached is quote for replacement parts sole source letter for the vendor. Cost exceeds \$2,500 and requires Town Council approval. We request your permission to purchase the equipment to expedite delivery and submit to Town Council to approve, ratify and confirm at upcoming meeting.

Thank you for your assistance.

Jon

Jonathan Gerhard, P.E.
Town Engineer
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882
(p) 401-782-0637
(f) 401-782-0669
jgerhard@narragansettri.gov

Purchase Order

Fiscal Year 2025

Page 1 of 1



THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20250659-00**

B
I
L
L
T
O

TOWN OF NARRAGANSETT
ATTENTION: ACCOUNTS PAYABLE
25 FIFTH AVENUE
NARRAGANSETT, RI 02882

Delivery must be made within doors of specified destination.

V
E
N
D
O
R

Newterra Corportaion, Inc.
1555 Coraopolis Heights Road
Suite 4100
Corapolis PA 15108

S
H
I
P
T
O

Wastewater Plant
990 Ocean Road
Narragansett RI 02882

| Vendor Phone Number | | Vendor Fax Number | | Requisition Number | | Delivery Reference | |
|---------------------|---|-------------------|----------------------|--------------------|------|---------------------|----------------|
| | | | | 25000732 | | | |
| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | | | Department/Location | |
| 08/07/2024 | 6031 | | | | | Wastewater Division | |
| Item# | Description/Part No. | | | Qty | UOM | Unit Price | Extended Price |
| | Vortex shield Aeration WWTF | | | | | | |
| | The Above Purchase Order Number Must Appear On All Correspondence, Including Packing Slips and Invoices | | | | | | |
| 1 | Vortex Shield Assembly-solid poly shield small housing mounted 0032 - 50506 | | | 2.0 | EACH | \$2,189.000 | \$4,378.00 |
| | | | | | | \$2,926.80 | |
| | Department will place order. | | | | | | |
| | Sole source vendor. | | | | | | |
| | TM approved to move forward with purchase and then approve, ratify, and confirm with TC. | | | | | | |

By Quon W. Gallagher
Purchasing Manager

ACCOUNTING COPY

| | |
|------------------|---------------------|
| Total Ext. Price | \$4,378.00 |
| Total Discount | NaN |
| Total Freight | \$300.00 |
| PO Total | \$2,926.8155 |

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Jonathan Gerhard, Town Engineer
DEPARTMENT: Engineering Department

SUBJECT:

A MOTION TO APPROVE, RATIFY, AND CONFIRM the purchase of a replacement pump for the Circuit Drive pump station from Carlsen Systems, LLC in the amount of \$7,150.00.

SUGGESTED ACTION:

One (1) of the two (2) pumps at the Circuit Drive pump station failed and required replacement. An identical pump is needed to utilize the existing slide rail and discharge system without piping modifications. The Wastewater Division obtained the attached quote to purchase the replacement pump from the sole source supplier for the original equipment manufacturer. The Town Manager granted permission to proceed with this purchase to expedite the order and PO 20250596 was issued. Current Purchasing Policy requires Town Council approval for any purchase exceeding \$2,500. 00.

In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, the Purchasing Manager has determined this to be a sole source item.

FUNDING SOURCE:

Funding was available in the Wastewater Enterprise Fund Account #0032 50506, Equipment Maintenance and Repairs.

ATTACHMENTS:

[2407-5199 - Quote.pdf](#)
[Carlsen Systems Sole Source - 23-07-25.pdf](#)
[RE_ Circuit Drive Pump Replacement.msg.pdf](#)
[PO 20250596 Carlsen.pdf](#)



41 CROSSROADS PLZ #107
WEST HARTFORD, CT 06117
203-663-1314
WWW.CARLENSYSTEMS.COM

July 31, 2024

Phil Rattenni
Narragansett WWTP

**RE: PIR PE35/2W
2407-5199**

Carlsen Systems is pleased to offer the following quote:

One (1) Sulzer/ABS PIR PE35/2W grinder pumps

- 1 1/4" discharge
- 5.4HP, 230/1/60
- 32 FT of cable
- FM explosion proof

TOTAL PRICE: \$7,150.00

Estimated Delivery: 3-4 weeks

Notes:

- Price includes freight.
- Installation or field wiring of equipment is not included.
- This quote is valid for thirty (30) days from the date above.

If you have any questions, please do not hesitate to call.

Sincerely,

Zach Lamoureux
Carlsen Systems, LLC
401-775-9908



176 AMITY RD. #102
WOODBIDGE, CT 06525
203-663-1314
WWW.CARLENSYSTEMS.COM

Date July 25, 2023

Subject : Sole Source

To Whom it May Concern

The purpose of this letter is to confirm that Carlsen Systems, LLC is the sole Sulzer/ABS authorized sales representative for the Municipal Wastewater Collection and Treatment Markets for the following areas:

- State of Connecticut
- State of Massachusetts
- State of Rhode Island
- State of New Hampshire
- State of Maine
- State of Vermont

Please feel free to contact me if I can provide any additional information.

Sincerely,

Steve Lammey



National Sales- Municipal Wastewater

steve.lammey@sulzer

651-242-0576

Jonathan Gerhard

From: James R. Tierney
Sent: Tuesday, July 30, 2024 9:09 AM
To: Jonathan Gerhard
Cc: Scott Goodinson; Philip Rattenni; Jennifer Lewis; Susan Gallagher
Subject: RE: Circuit Drive Pump Replacement

Both approved. Absolutely necessary to keep this operation going. Thank you .

James R. Tierney
Town Manager / Commissioner of Public Safety
Town of Narragansett
25 Fifth Avenue
Narragansett, Rhode Island 02882
E-Mail: jtierney@narragansettri.gov
Office: (401) 782-0654
Fax: (401)789-8765

*“Honesty and transparency make you vulnerable. Be honest and transparent anyway.”
-Mother Theresa*

From: Jonathan Gerhard <jgerhard@narragansettri.gov>
Sent: Tuesday, July 30, 2024 9:06 AM
To: James R. Tierney <jtierney@narragansettri.gov>
Cc: Scott Goodinson <sgoodinson@narragansettri.gov>; Philip Rattenni <prattenni@narragansettri.gov>; Jennifer Lewis <jlewis@narragansettri.gov>; Susan Gallagher <sgallagher@narragansettri.gov>
Subject: RE: Circuit Drive Pump Replacement

Jim –

I was just informed that we also need to purchase new starter kit for this pump. Waiting on revised quote and expect it will be in \$200 to \$400 range.

Jon

Jonathan Gerhard, P.E.
Town Engineer
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882
(p) 401-782-0637
(f) 401-782-0669
jgerhard@narragansettri.gov

From: Jonathan Gerhard
Sent: Tuesday, July 30, 2024 8:58 AM
To: James R. Tierney <jtierney@narragansettri.gov>
Cc: Scott Goodinson <sgoodinson@narragansettri.gov>; Philip Rattenni <prattenni@narragansettri.gov>; Jennifer Lewis

<jlewis@narragansettri.gov>; Susan Gallagher <sgallagher@narragansettri.gov>

Subject: Circuit Drive Pump Replacement

Jim –

The pump at Circuit has stopped working. Audet came last week to check all electrical parts, unfortunately a new pump is needed.

Identical pump is needed for compatibility with the existing pump support rails and discharge piping connection. Attached is quote for replacement and sole source letter.

Currently there is only one pump in operation at the station. We request permission to proceed with the purchase per the attached quote to obtain the equipment and restore redundant operating reliability to the station as soon as possible and present to Town Council to approve, ratify and confirm at an upcoming meeting. Thank you.

Jon

Jonathan Gerhard, P.E.
Town Engineer
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882
(p) 401-782-0637
(f) 401-782-0669
jgerhard@narragansettri.gov

5



REPRINT

Purchase Order

Fiscal Year 2025

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20250596-00**

BILL TO

TOWN OF NARRAGANSETT
 ATTENTION: ACCOUNTS PAYABLE
 25 FIFTH AVENUE
 NARRAGANSETT, RI 02882

Delivery must be made within doors of specified destination.

VENDOR

Carlsen Systems, LLC
 176 Amity Rd. #102
 Woodbridge CT 06525

SHIP TO

Wastewater Plant
 990 Ocean Road
 Narragansett RI 02882

| Vendor Phone Number | | Vendor Fax Number | | Requisition Number | | Delivery Reference | |
|---------------------|---|-------------------|----------------------|--------------------|---------------------|--------------------|----------------|
| | | | | 25000650 | | Circuit PS | |
| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | | Department/Location | | |
| 08/02/2024 | 4256 | | | | Wastewater Division | | |
| Item# | Description/Part No. | | | Qty | UOM | Unit Price | Extended Price |
| | Emergency/Grinder Pump Circuit PS | | | | | | |
| | The Above Purchase Order Number Must Appear On All Correspondence, Including Packing Slips and Invoices | | | | | | |
| 1 | Sulzer/ABS Model PIR PE35/2W Grinder Pump for Circuit Drive Pump Station with starter 0032 - 50506 \$7,150.00 | | | 1.0 | EACH | \$7,150.000 | \$7,150.00 |
| | Emergency purchase. Town Manager approval attached; to go before TC as "approve, ratify, confirm". Department will place order. Sole source vendor. | | | | | | |

By Quon W. Jolleyter
 Purchasing Manager

ACCOUNTING COPY

| | |
|------------------|-------------|
| Total Ext. Price | \$7,150.00 |
| PO Total | \$7,150.062 |

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Michelle Kershaw, Parks & Recreation Director
DEPARTMENT: Parks and Recreation Department

SUBJECT:

A MOTION TO APPROVE a request from the RP4 Foundation Inc., to host a cancer awareness walk on May 10, 2025, from 8:30am - 2:00pm, beginning and ending at the West Lot on Anne Hoxsie Lane, subject to State and Local regulations.

SUGGESTED ACTION:

The RP4 Foundation Inc., is a nonprofit 501c3 organization founded by Mr. Stuart Pearson in memory of his wife Ruth who passed away from cancer. The foundation is run exclusively for charitable education and scientific purposes promoting the social welfare and general well-being of cancer patients and their families. The foundation is requesting to host their second annual awareness walk to be held on Saturday, May 10, 2025. The walk was first held in May of 2024 and no issues were reported. The West Lot will be the staging area for this event. The walking course will start from the West Lot, crossing over Boston Neck Rd. using the cross walk in front of the South Pavilion, and move south along the eastern sidewalk along Ocean Road to the intersection of South Pier Rd., and then back again. All participants will be given a safety briefing and directions prior to the start of the walk. Food Trucks will be available to participants, and it was suggested that the foundation use Mobile Food Establishment businesses already licensed in town. A Special Event License Permit will be obtained from the Department of Business Regulations and liability insurance in the amount of one million dollars naming the Town of Narragansett as the certificate holder.

ATTACHMENTS:

[Facility_Use_Form_for_2025_RP4_Foundation_Inc._walk.pdf](#)
[Walking_Course_Route.pdf](#)



Narragansett Parks & Recreation

Facility Use Form

170 Clark Road
Narragansett, RI 02882
401-782-0658

Organization (If applicable):

RP4 Foundation Inc.

Contact Person: Stuart Pearson Phone: 401-226-2141 Fax: _____

Email: rp4foundationinc@gmail.com

Time requested must include preparation and cleanup. Facility request is not approved until you receive signed confirmation from the Parks and Recreation Department.

Event: Cancer Awareness Walking Only Event Number of Participants: _____

Dates: May 10, 2025 Start Time: 08:30 End Time: 02:00 PM

Please give a brief description of your event (Please attach further documentation if needed):

Our event is a WALKING EVENT ONLY. All participants will be given a safety briefing and directions prior to the start of the walk. Directions will include use of all sidewalks at all times. Upon approval of this application we will obtain Liability Insurance Policy in the amount of One Million Dollars, naming the Town of Narragansett, RI as the certificate holder. RP4 Foundation Inc. will set up a staging area in the West Lot (across the street from the South Pavilion Town Beach). At this time we are applying for a Special Event License Permit from The Department of Business Regulation with the State of Rhode Island.

| Requested Facility(s) | |
|--|--|
| <input type="checkbox"/> Big Sprague | <input type="checkbox"/> Tennis Building |
| <input type="checkbox"/> Clarke Road | <input type="checkbox"/> Christofaro Park |
| <input type="checkbox"/> Little Sprague | <input type="checkbox"/> George C |
| <input type="checkbox"/> Boon Street | <input checked="" type="checkbox"/> Town Beach |
| <input type="checkbox"/> Eastwood Look | <input type="checkbox"/> Other |
| <input type="checkbox"/> Lights will be needed at the facility I am requesting | |

| Area(s) Requested | |
|---|---|
| <input type="checkbox"/> Baseball Field | <input type="checkbox"/> Basketball Court |
| <input type="checkbox"/> Lower Soccer Field | <input type="checkbox"/> Tennis Court |
| <input type="checkbox"/> Upper Soccer Field | <input type="checkbox"/> Playground Area |

Participation Waiver

In consideration of the use of a Narragansett Parks and Recreation Facility, I hereby waive, release and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me as a result of my use of the reserved facility. This release is intended to discharge in advance the Town of Narragansett, and all of its officers, agents and employees from and against any and all liability arising out of or connected with the use of said facility. It is understood by my signature below that I have agreed that this waiver, release and assumption of risk is to be binding on my heirs, personal representatives, next of kin, spouse and assigns. The signature below indicates the requesting group or individual it is in agreement with all Narragansett Parks and Recreation facility use procedures and the participation waiver. Drones or UAS are not permitted on Town Property without a permit.

Note: Permit may be revoked at any given time by this department

In consideration of the issuance of this permit, the above agrees to pay for any and all damages that may be incurred in connection with use of same.

Fee Due: 0

Signature: Stuart Pearson *Stuart Pearson* Date: 08/13/2024

Director's Signature: M. K. Keishaw *M. K. Keishaw* Date: 8/13/24

Attached is the walking map of the foundation walk

Staff Start Page | Classroom for Keable US History | Narragansett Town Beach to M... | G... am stacks in narragansett ri... | +

← → ↻ 🏠 📍 google.com/maps/dir/Narragansett+Town+Beach,+39+Boston+Neck+Rd,+Narragansett,+RI+02882/Monahan's+Clam+Shack,+190+Ocean+Rd,+Narragansett,+RI+02882/

BSO Staff Start Page // ServicePortal

🍷 Restaurants ☕ Coffee 🛒 Groceries 📅 Things to do 🔍 More

🚗 Best 4 min 21 min 9 min

📍 Narragansett Town Beach, 39 Boston Neck Rd

📍 Monahan's Clam Shack, 190 Ocean Rd, Narragansett, RI

➕ Add destination

Options

📄 Send directions to your phone

| | | |
|-----------------------------|--------|-----------|
| 🚶 via Ocean Rd | 21 min | 1.0 mile |
| 🚶 via Beach St and Ocean Rd | 24 min | 1.1 miles |

All routes are mostly flat

Map data ©2021 United States, Terrain, Imagery, Street View, Labels, Roads, Railways

Oct 12 10:53

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Scott Partington, Fire Chief
DEPARTMENT: Fire Department

SUBJECT:

A MOTION TO APPROVE the Fire Department's request to hire three (3) Probationary Firefighters as replacements due to recent retirements within the department.

SUGGESTED ACTION:

The Fire Department recently had three senior members retire effective as of June 17, 2024. This request for hire will serve to replace those firefighters.

When a firefighter ends employment with the Narragansett Fire Dept. (whether through retirement, illness, disability, termination, or otherwise) a vacancy within the fire department is created and must be filled in order to maintain the necessary minimal operational staffing levels as set forth by the Town and as required within the Collective Bargaining Agreement (per Article III, Section 1). These replacement hires will maintain the current combined operational and administrative staffing levels.

The hiring, training and replacement process of a firefighter is lengthy. A candidate selected from the active established hiring list must first submit to all the necessary medical, psychological and criminal background screenings. Once hired as a “Probationary Firefighter”, they are sent to the next available recruit training class at the RI State Municipal Fire Training Academy in Exeter, RI. The training academy currently conducts between two (2) to four (4) recruit training classes annually; each lasting twelve (12) weeks. Seats for each recruit training class are limited and must be reserved well in advance.

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Scott Partington, Fire Chief
DEPARTMENT: Fire Department

SUBJECT:
A MOTION TO APPROVE the bulk purchasing for equipment/uniforms/training from multiple vendors for the staffing of three (3) new hires for the Fire Department, in an amount not to exceed \$36,000.00.

SUGGESTED ACTION:
The Fire Department needs to purchase uniforms, equipment and training programs related to the staffing of three (3) new hires due to the recently retired members of the department. They include the bulk purchasing of turnout gear (coat, pants, hood, helmet, gloves and boots), station & dress uniforms, bail-out equipment, instructional textbooks, gear rental, and Fire Academy uniform and training program, as follows:

- | | | |
|------------------------------|-------------------------|-------------------|
| • Station & Dress Uniforms | Stillman Uniforms | Total \$2,830.20 |
| • Bail-out Equipment | MES Shipman's | Total \$1,182.99 |
| • Turn Out Gear (FULL) | MES Shipman's | Total \$15,574.29 |
| • Rescue Coats | American Fire Gear | Total \$1,050.00 |
| • Rental Gear 20 weeks | C&S | Total \$3,380.40 |
| • Training & academy uniform | RI Fire Academy | Total \$11,040.00 |
| • Text Books - Fire Academy | Firefighter's Bookstore | Total \$ 735.00 |

FUNDING SOURCE:
Funding is available in the Town's Contingency Budget Account #0001920 50899.

ATTACHMENTS:
[Narragansett Misc PPE Options 8-19-24.pdf](#)
[Narragansett Bail-out Revised \(1\) each 8-19-24.pdf](#)



Quote

Quote # QT1841926
Date 08/19/2024
Expires 10/01/2024
Sales Rep Centracchio, Corey
PO # PArtington
Shipping Method FedEx Ground
Customer Narragansett Fire Dept Station 1 (RI)
Customer # C250199

(860) 442-0678

Bill To

Narragansett Fire Dept (RI)
 40 Caswell St.
 Narragansett RI 02882
 United States

Ship To

Narragansett Fire Dept (RI)
 40 Caswell St.
 Narragansett RI 02882
 United States

| Item | Alt. Item # | Units | Description | QTY | Unit Price | Amount |
|-----------------|-------------|-------|---|-----|------------|------------|
| ULW6R350-Black | | | Lightweight UST-LW traditional styled fiberglass structural fire helmet with ReTrak integrated visor & 6" brass eagle - | 1 | \$377.74 | \$377.74 |
| 3979471-1 | | | BarriAire Gold™ Critical Coverage Hood | 1 | \$113.68 | \$113.68 |
| X2-G-L | | | Dragon Fire X2 Certified NFPA 1971-2018 Edition Structural Glove - Gauntlet Cuff | 1 | \$98.67 | \$98.67 |
| FDXLM80-10-Wide | | | MES/FDX LEATHER BOOT - SERIES 80 - 10 Wide | 1 | \$492.58 | \$492.58 |
| HFRP Tail Coat | | | HFRP Tail Coat | 1 | \$2,103.83 | \$2,103.83 |
| HFRP Tail Pant | | | HFRP Tail Pant | 1 | \$1,784.93 | \$1,784.93 |

SOURCEWELL CONTRACT PRICING AS FOLLOWS : Bullard Helmet 25% Off Current
 MSRP FIRE-DEX Gloves and Boots Hoods 9% off MSRP, Honeywell Turnout gear 5%
 off MSRP
 FREIGHT estimated and quoted at time of order depending on QTY and items ordered

Subtotal \$4,971.43
Shipping Cost \$220.00
Tax Total \$0.00
Total \$5,191.43

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1841926



Quote

Quote # QT1848505
Date 08/19/2024
Expires 10/01/2024
Sales Rep Centracchio, Corey
PO # TBD Judy
Shipping Method FedEx Ground
Customer Narragansett Fire Dept Station 1 (RI)
Customer # C250199

(860) 442-0678

Bill To

Narragansett Fire Dept (RI)
 40 Caswell St.
 Narragansett RI 02882
 United States

Ship To

Narragansett Fire Dept (RI)
 40 Caswell St.
 Narragansett RI 02882
 United States

| Item | Alt. Item # | Units | Description | QTY | Unit Price | Amount |
|---------------|--------------|-------|---|-----|------------|----------|
| HWF4R | | | F4 Descent Device Red | 1 | \$101.49 | \$101.49 |
| HWSAFEDAL | | | SafeD Autolock Carabiner w/ Lanyard Pin | 1 | \$28.99 | \$28.99 |
| EVAC | EP437 | | EP437 Custom EVAC SYSTEMS Evac Superior Pocket Pak (R, Blk, Y) | 1 | \$31.53 | \$31.53 |
| STERLING ROPE | F077ANHLGT15 | | F077ANHLGT15 Custom STERLING ROPE SafeTech 50' w/ Lightning Hook GT | 1 | \$193.32 | \$193.32 |

MES Sourcewell 020124 CMC price structure Rope equipment and accessories.5% Off
Current Price Sheet

Subtotal \$355.33
Shipping Cost \$117.00
Tax Total \$0.00
Total \$472.33

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1848505

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Sean Corrigan, Police Chief
DEPARTMENT: Police Department
SUBJECT:

A MOTION TO APPROVE the one (1)-year contract with Flock Group, Inc. for four (4) Automatic License Plate Recognition (ALPR) systems for the Police Department at a cost of \$12,600.00 and AUTHORIZE the Town Manager to sign the agreement after review by the Town Solicitor.

SUGGESTED ACTION:

This agreement will allow the Police Department to utilize the four (4) ALPRs at pre-determined fixed locations. Flock Group (Flock Safety) will obtain proper permits and install the systems. The contract includes 24/7 monitoring of the equipment and, if necessary, service.

The department has addressed common concerns with ALPR systems through the attached policy. Those policy provisions include:

- A statement of fact that ALPRs take still images of license plates and vehicles and do not record video.
- Requires all data to be deleted after 30 days.
- Clarifies that images captured by the ALPRs are property of the Town and are not for public view.
- The data shall be used for criminal investigations and missing persons only.
- The system is not used for traffic enforcement.
- This system is not facial recognition technology.

By joining the Flock network the Department shall have access to the data of all other departments who deploy Flock cameras in their jurisdiction. Again, this shall only be for criminal investigations and missing persons. The following nearby municipalities currently employ Flock ALPRs:

- Warwick – 10
- Providence – 60
- Cranston – 29

- Pawtucket – 20
- East Providence – 22
- Woonsocket – 15
- Bristol – 4
- Smithfield – 2
- Gloucester – 2
- Tiverton – 2
- Seekonk – 20
- Attleboro – 2
- Fall River – 20
- Groton – 7
- Bellingham – 2
- Franklin – 2

The technology and process offered by Flock Group, Inc. is unique to this vendor. See the attached sole source letter. In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, the Purchasing Manager has determined this to be a sole source item.

FUNDING SOURCE:

Funding is available in the Federal Forfeited Account # 0514 50252, Grant Expenses.

ATTACHMENTS:

[FLOCK SOLE SOURCE LETTER.pdf](#)

[FLOCK QUOTE.pdf](#)

[ALPR POLICY-DRAFT.pdf](#)



Sole Source Letter for Flock Safety® RTCC and ALPR Solution

Flock Safety® is the sole manufacturer, developer, and distributor of the proprietary Flock Safety Falcon® ALPR Camera and FlockOS® Real Time Crime Center integrated solution. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. **Real Time Crime Center Platform:**

- Flock Safety is the only Real-Time-Crime-Center (RTCC) platform that offers its own proprietary ALPR product *and* proprietary RTCC product with native integration from one provider
- FlockOS® is the world's first and only public safety operating system compatible with Flock Safety™ live streaming fixed and Flock Safety PTZ Condor™ camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
- FlockOS® features Flock Safety's unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

2. **Vehicle Fingerprint Technology®:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images

flock safety

from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

- Flock Safety Falcon Flex®: an infrastructure-free, location-flexible license plate reader camera that is easy to self-install. Flock Safety Falcon Flex® ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

3. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

4. Transparency & Ethical Product Design:

- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to “opt-out” of being captured

5. Integrated Audio & Gunshot Detection:

- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

6. Live Video Integration:

- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same

flock safety

Vehicle Fingerprint technology offered on the Flock Safety Falcon® ALPR cameras

- Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
- Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you, 

Garrett Langley CEO, Flock Safety®

Flock Safety + RI - Narragansett PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Brad Cochrane
brad.cochrane@flocksafety.com
7167994357



EXHIBIT A
ORDER FORM

Customer: RI - Narragansett PD
 Legal Entity Name: RI - Narragansett PD
 Accounts Payable Email: rprest@narragansett.ri.gov
 Address: 40 Caswell St Narragansett, Rhode Island 02882

Initial Term: 12 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|----------------------------------|----------|----------|--------------------|
| Flock Safety Platform | | | \$12,000.00 |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon ® | Included | 4 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|--|----------|----------|----------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Existing Infrastructure Implementation Fee | \$150.00 | 4 | \$600.00 |

| | |
|-----------------------------------|-------------|
| Subtotal Year 1: | \$12,600.00 |
| Annual Recurring Subtotal: | \$12,000.00 |
| Estimated Tax: | \$0.00 |
| Contract Total: | \$12,600.00 |

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

| Billing Schedule | Amount (USD) |
|--------------------------------------|--------------|
| Year 1 | |
| At Contract Signing | \$12,600.00 |
| Annual Recurring after Year 1 | \$12,000.00 |
| Contract Total | \$12,600.00 |

*Tax not included

Product and Services Description

| Flock Safety Platform Items | Product Description | Terms |
|-----------------------------|---|---|
| Flock Safety Falcon ® | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |

| One-Time Fees | Service Description |
|---|--|
| Installation on existing infrastructure | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |

FlockOS Features & Description

| FlockOS Features | Description |
|------------------|-------------|
|------------------|-------------|

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: RI - Narragansett PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Narragansett Police Department

40 Caswell Street, Narragansett, RI 02882

ORIGINAL ISSUE

LAST REVISED

NEXT REVIEW

AUTOMATIC LICENSE PLATE READER (ALPR)

01 Purpose

The purpose of this policy is to establish guidelines for authorized department members, regarding the use of Automated License Plate Reader (ALPR) technology.

02 Policy

The policy of the Narragansett Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the general public. As such, the data/images obtained through ALPR technology are for official, law enforcement business and shall only be used consistent with the principles and protocols established in this policy.

03 Definitions

Automated License Plate Reader (ALPR): A device that uses cameras and computer technology to compare digital images to lists of known information of interest

ALPR Operator: Trained Department members who may utilize ALPR system/equipment. ALPR operators may be assigned to any position within the department, and the ALPR Administrator may order the deployment of the ALPR systems for use in various efforts.

ALPR Administrator: The Chief of Police or his designee, serves as the ALPR Administrator for the Department.

Hot List: A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to, NCIC, RIDMV, Local BOLO's, etc.

Vehicles of Interest: Including, but not limited to vehicles which are reported as stolen, display stolen license plates, vehicles linked to missing and/or wanted persons and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.

Detection: Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of the vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR's read.

Hit: Alert from the ALPR system that a scanned license plate number may be in the National Crime

Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violence protective order or terrorist-related activity.

04 Procedures

A. ALPR Administrators

1. The Division Commanders shall be responsible for compliance with the following:
 - a) Only properly trained sworn officers and police dispatchers are allowed access to the ALPR system or to collect ALPR information.
 - b) Ensure that training requirements are completed for authorized users.
 - c) ALPR system monitoring to ensure the security of information and compliance with applicable privacy laws.
2. The ALPR administrators may permit ALPR operators to create custom hot lists, as needed, and restrict the sharing of such lists based on department needs.
3. The ALPR administrators shall provide ALPR operators with specific training in the available features and protocols. (i.e: information updates, information removal, list expirations, etc.) relative to Custom Hot Lists, before authorizing ALPR operators to maintain Custom Hot Lists.
4. The ALPR Administrators shall routinely conduct audits of Customized Hot Lists that have been shared with other ALPR operators to ensure that expired, stale, or otherwise unnecessary information has been removed from the ALPR system by its creator.

B. ALPR Usage Requirements

1. The ALPR system shall only be used for official, law enforcement business.
2. Narragansett Police Department members shall not use or allow others to use toe ALPR system or database records for unauthorized purposes.
3. No Department member shall operate the ALPR system or access the ALPR data without completing Department-approved training.
4. Unless exigent circumstances exist, ALPR Hits (Alerts) alone shall not be a basis for taking police action. ALPR Hits shall be handled in the following manner:
 - a) ALPR Operators shall make every reasonable effort to verify ALPR hits through the Rhode Island Law Enforcement Telecommunications System (RILETS before taking enforcement action that is based solely on an ALPR Hit

- b) Once an ALPR Hit is received, ALPR operators shall confirm that the license plate (and its state of issue, alphanumeric characters & type) from the ALPR Hit matches the license plate of the observed vehicle before law enforcement action is taken
- c) Because an ALPR hit may relate to a vehicle and may not relate to the person operating that vehicle, ALPR operators are reminded that they need reasonable suspicion or probable cause to make an enforcement stop of any vehicle.

C. Authorized/Unauthorized Uses

1. The ALPR system/equipment, and all data collected, is the responsibility of the Narragansett Police Department. Authorized users may only access and use the ALPR system for official, law enforcement business.
2. The following uses of the ALPR system are specifically **PROHIBITED**:
 - a) Use of the ALPR system to record license plates that are not exposed to public view, except when done pursuant to a court order/search warrant. Examples of license plates that are exposed to public view include License plates on vehicles traveling on a public roadway; License plates on private property and visible from a public roadway; license plates on vehicles traveling in a public parking area or business establishment to which the public has access.
 - b) Use of the ALPR system to harass or intimidate any individual or group
 - c) Use of the ALPR system to target or focus on individuals or groups solely because of their race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or any other classification protected by law.
 - d) Use of the ALPR system for any personal purposes.

D. Data Storage and Retention

1. The ALPR vendor (Flock Safety) stores data (data hosting) and ensures proper maintenance and security of data stored in their data towers. The vendor purges this data after thirty (30) days of storage. However, this data shall not preclude the Narragansett Police Department from maintaining any relevant vehicle data obtained from the system on its server or on portable media.
2. ALPR data gathered, stored, or retained by the Smithfield Police Department shall not be sold, accessed, or used for any purpose other than official law enforcement business.
3. The ALPR Administrators shall ensure that systems and processes are in place for the proper collection, storage, and retention of ALPR data.
4. The ALPR Administrators shall ensure that all ALPR data is purged from the server or portable media when it is no longer required as evidence in a criminal or civil action, or subject to discovery requests or lawful requests to produce records.

E. Training

1. The Chief of Police or his designee shall ensure that members receive department-approved training for those authorized to use or access the ALPR system.

F. Audits

1. It shall be the responsibility of the Office of Professional Standards or the Chief's designee to ensure that an audit is conducted of ALPR detection browsing inquiries at least once per month. The department will audit a sampling of the ALPR system utilization from the prior period to verify proper use in accordance with the listed authorized uses. The audit shall randomly select at least 10 detection browsing inquiries conducted by the department employees during the proceeding period and determine if each inquiry meets the requirements established in this policy.

By Order

Chief of Police

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Sean Corrigan, Police Chief
DEPARTMENT: Police Department
SUBJECT:

A MOTION TO APPROVE the Police Department's request to hire one new Probationary Public Safety Dispatcher/Clerk.

SUGGESTED ACTION:

The request to hire one (1) probationary Public Safety Dispatcher/Clerk is due to one retirement in September 2024.

This will allow the staff of Dispatchers to remain at nine (9) civilian employees. This level of staffing allows for a normal rotation of four (4) days on, two (2) days off for all three (3) shifts.

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NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024

FROM: Stephen Daignault, Public Works Director

CO-SPONSOR: Jonathan Gerhard, Town Engineer

DEPARTMENT: Public Works Department

SUBJECT:

A MOTION TO AWARD the bid for the Town Hall Front Entrance Refurbishment project to the lowest bidder, Martone Service Company, Inc. in the amount of \$2,335,221.00 (total base bid - sum total bid price) and APPROVE the Unit Prices submitted for additional and/or deductive work.

SUGGESTED ACTION:

This project is to complete building repairs, renovations, and site improvements for the Narragansett Town Hall, 25 Fifth Avenue, including masonry restoration of all four (4) building elevations; repointing, reconstruction and replacement of damaged brick; installation and/or replacement of control joints and sealants; repairs and/or replacement of deteriorated lintels and associated flashings; replacement of exterior doors on the front and rear of the building; replacement of all windows and louvers with new windows and louvers with improved thermal performance characteristics; construction of new building entrance stairs, walks, and ADA compliant ramps; new site lighting; demolition of existing wheelchair lift and construction of new interior stairs as depicted by the plans and specifications.

The request for bids was advertised in the Narragansett Times, solicited, and posted on the Town of Narragansett and State Purchasing Division websites. Five (5) vendors were solicited and five (5) responded. The attached spreadsheet lists the results from the solicitation. Martone Service Co., Inc. submitted the lowest base bid in the amount of \$2,335,221.00.

The Engineering Department has reviewed the bids and recommends that the Town award the bid to Martone Service Company, Inc. Martone has successfully completed several other building projects for the Town, including the Community Center Building Envelope Improvements, the Scarborough WWTF Administration Building re-roofing, the North Beach Cabana replacement, and the West and South Beach Cabana replacement.

FUNDING SOURCE:

Funding is available through ARPA funds Account #0831 50252, Grant Expenses; Road &

Infrastructure Bond Account #0022 57520, Town Hall Renovations, and EECGB Grant Expenses
Account #0826-50252, Grant Expenses.

ATTACHMENTS:

[B24039 Results for Town Hall Front Entrance Refurbishment.pdf](#)

[B24039 Unit Costs Breakdown for Town Hall Front Entrance Refurbishment.pdf](#)

Town of Narragansett, RI

Town Hall Front Entrance Refurbishment - B24039

DPW and Engineering Department

Bid Opening: Tuesday, July 23, 2024, 11:00 AM

| Vendor | Lump Sum Total | Alternates | Total Bid | Notes |
|---------------------------------------|-----------------|----------------|-----------------|-------|
| Martone Service Company, Inc | \$ 2,335,221.00 | \$ 118,000.00 | \$ 2,453,221.00 | |
| Dubon Masonry and Construction LLC | \$ 2,540,000.00 | \$ 40,000.00 | \$ 2,580,000.00 | |
| Tower Construction Corp | \$ 2,775,000.00 | \$ (10,000.00) | \$ 2,765,000.00 | |
| ADS Construction, Inc | \$ 2,918,000.00 | \$ 7,000.00 | \$ 2,925,000.00 | |
| East Coast Masonry & Restoration, Inc | \$ 3,537,325.00 | \$ 88,000.00 | \$ 3,625,325.00 | |
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| B24039/CW | | | | |
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| Town of Narragansett, RI | | | | | |
|--|----------------------|-------------------|-------------------------|------------|--------------|
| Town Hall Front Entrance Refurbishment - B24039 | | | | | |
| DPW and Engineering Department | | | | | |
| Bid Opening: Tuesday, July 23, 2024, 11:00 AM | | | | | |
| Bid Tabulation Form | | | | | |
| Item | Vendor #1 | Vendor #2 | Vendor #3 | Vendor #4 | Vendor #5 |
| | Dubon Masonry | East Coast | Martone Services | ADS | Tower |
| Brick Masonry Wall Repair | 500.00 | 1,670.00 | 1,300.00 | 1,500.00 | 1,250.00 |
| Wood component replacement | 280.00 | 300.00 | 300.00 | 500.00 | 250.00 |
| Trench Earth Excavation | 300.00 | 1,200.00 | 300.00 | 1,500.00 | 500.00 |
| Bituminous Pavement | 65.00 | 850.00 | 1,100.00 | 500.00 | 1,200.00 |
| Precast Concrete Curbs | 100.00 | 325.00 | 625.00 | 1,200.00 | 550.00 |
| Granite Stone Block Edge | 150.00 | 305.00 | 510.00 | 600.00 | 375.00 |
| Brick Veneer Tuck Pointing Repair | 150.00 | 480.00 | 1,025.00 | 1,100.00 | 900.00 |
| Precast Stone Sill Replacement | 150.00 | 3,500.00 | 700.00 | 750.00 | 550.00 |
| Existing Precast Stone Crack or Stone Spall Repair | 500.00 | 275.00 | 575.00 | 500.00 | 475.00 |
| | | | | | |
| B24039/CW | | | | | |

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NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Stephen Daignault, Public Works Director
CO-SPONSOR: Jonathan Gerhard, Town Engineer
DEPARTMENT: Public Works Department

SUBJECT:

A MOTION TO APPROVE the contract for Owner's Representative Services for the the Town Hall Front Entrance Refurbishment project with Keough Construction Management in the amount not to exceed \$66,520.00.

SUGGESTED ACTION:

The Town Council is considering the construction contract bid award for the Town Hall Front Entrance Refurbishment project under another agenda item at this meeting. Construction administration services are necessary to ensure that the project is constructed in full compliance with the plans and specifications. Engineering and DPW staff do not have the resources or expertise to administer this contract and, due to circumstances revealed during the design and bidding process, we have determined that contracting these services with the design architect cannot be recommended.

Keough Construction Management (KCM) provided owner's representative services for the library renovation project and is a responsible construction management firm. The Town requested a proposal from KCM to provide construction administration services for the Town Hall Front Entrance Refurbishment project, accordingly. We were very satisfied with their work on the library renovation project and expect the same results and level of service for this project. Under the Code of Ordinances, Chapter 70, Section 70-306 (b) (1), professional services contracts are exempt from competitive bidding.

FUNDING SOURCE:

Funding is available in two (2) accounts: ARPA Funds Account #0831 50252, Grant Expenses and Road & Infrastructure Bond Account #0022 57520, Town Hall Renovations.

ATTACHMENTS:

[24-0711_KCM_OPM Services Proposal \(Town Hall Refurbishment\).pdf](#)

July 11, 2024

Jonathan Gerhard
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882

**Re: Owner's Representation Services
Town Hall Refurbishment Construction Administration, Narragansett, RI**

Dear Mr. Gerhard,

KCM Group is pleased to submit our fee proposal for professional owner's representation services for the above referenced project.

Company Profile

At KCM Group, we don't just manage projects; we orchestrate success stories. As a premier provider of Program Management and Owner's Representation services across a diverse array of industries including education, commercial, manufacturing, healthcare, and government, we pride ourselves on being the trusted partners our clients can rely on to navigate the complex landscape of design and construction programs.

Scope of Services

We are pleased to once again have the opportunity to work with the Town of Narragansett and have based the Scope of Services on our understanding of the work shown to be performed within the Narragansett Town Hall Refurbishment drawings dated June 7th, 2024.

KCM outlines the following tasks associated with this project:

1. Review of shop drawings, catalog cuts, product submittals, QA/QC testing results and reports, and other required contractor submittals for conformity with the letter and intent of the contract documents.

2. Review of applications for payment and change orders, and written recommendations for same.
3. Conduct periodic job meetings and site visits to monitor and report on the construction progress, and to provide interpretations as to the letter and intent of the contract documents.
4. Review of certifications, warranties, as built drawings, etc. and assembly of Operation and Maintenance Manual for the Facility (to include copies of all warranties, approved shop drawings, etc.).
5. Manage the General Contractor through the construction process to contract closeout.
6. Conduct site visit prior to expiration of 1-year warranty period to examine and document the contract work and coordinate with General Contractor to complete any necessary warranty repairs or corrective action.

Exclusions

The following items are not included in our fees for services but can be provided as a separate proposal if desired.

- Estimating Services
- Field Management

Fee Proposal

Due to the nature of the onboarding, we recommend a “time and materials” cost with a “not to exceed” amount (without written permission) to provide the Scope of Services outlined above. Assumed duration of the project is 9 months, (39) weeks.

A complete schedule of standard job cost rates is provided on the following page.

| | Hourly Rate | Hours (Est.) | Description | Total Cost |
|-------------------------------------|-------------|--------------|-------------|--------------------|
| Sr. Project Manager Josh Roberts | \$140.00 | 468 | Allowance | \$65,520.00 |
| Subtotal – Professional Services | | | | \$65,520.00 |
| Reimbursable Allowance | | | | \$1,000.00 |
| Total Fee | | | | \$66,520.00 |

We are excited about your consideration of KCM and look forward to working with you.

Sincerely,

KCM GROUP

Daniel Secone

Daniel Secone
 President/Director of Operations

Accepted by:

| |
|---|
| SIGNATURE |
|  |

NAME AND TITLE

Daniel Secone, President

COMPANY

KCM Group

DATE

July 11, 2024

| |
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| SIGNATURE |
| |

NAME AND TITLE

COMPANY

Town of Narragansett

DATE

Standard Job Cost Rates - 2024

The following chart summarizes hourly, weekly, and monthly rates by employee classification.

| | Hourly Rate | Weekly Rate | Monthly Rate |
|--------------------------------------|--------------------|-------------|--------------|
| Principal / Project Executive | \$160.00 | \$6,400.00 | \$27,712.00 |
| Director of Field Operations | \$150.00 | \$6,000.00 | \$25,980.00 |
| Director of Engineering / MEP | \$145.00 | \$5,800.00 | \$25,114.00 |
| Senior Project Manager | \$140.00 | \$5,600.00 | \$24,248.00 |
| Junior Project Manager | \$135.00 | \$5,400.00 | \$23,382.00 |
| Project Manager | \$125.00 | \$5,000.00 | \$21,650.00 |
| Assistant Project Manager | \$110.00 | \$4,400.00 | \$19,052.00 |
| Senior Estimator | \$150.00 | \$6,000.00 | \$25,980.00 |
| Estimator | \$140.00 | \$5,600.00 | \$24,248.00 |
| Scheduler | \$125.00 | \$5,000.00 | \$21,650.00 |
| Senior Field Superintendent | \$125.00 | \$5,000.00 | \$21,650.00 |
| Junior Field Superintendent | \$125.00 | \$5,000.00 | \$21,650.00 |
| MEP Field Superintendent | \$125.00 | \$5,000.00 | \$21,650.00 |
| Site Safety | \$100.00 | \$4,000.00 | \$17,320.00 |
| Administrative - Financial | \$80.00 | \$3,200.00 | \$13,856.00 |
| Consultants, Subcontractors, Vendors | Cost plus 10% OH&P | | |
| Reimbursables | At Cost | | |

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Jonathan Gerhard, Town Engineer
DEPARTMENT: Engineering Department

SUBJECT:

A MOTION TO APPROVE the purchase and installation of a replacement internal cathodic protection system for the Point Judith Water Tank from Corrpro Waterworks, in the amount of \$15,750.00.

SUGGESTED ACTION:

All of the Water Division water tanks are steel construction, and as such subject to corrosion due to an electrical reaction known as electrolysis. The degree of corrosion can be a function of the moisture (obviously a factor in a water storage tank) and the natural electrical current present in a steel/water system. All of our water tanks have passive internal cathodic protection systems to control corrosion. Under this concept, sacrificial anodes (metal that is more electrochemically “active” than the tank walls) are suspended within the tanks, acting as receptors for corrosion. We have the systems inspected and tested by Corrpro annually, to determine the effectiveness of the corrosion control measures.

Over time, these anodes need to be replaced, as they corrode to the point of being ineffective. This typically happens on a 10-15 year cycle. The existing Point Judith system was installed in 2009 and needs to be replaced. As the only way to replace these anodes is when the tanks are empty, we are coordinating this work now with upcoming repairs and modifications to be completed by one of the cellular communication tenants that requires the Point Judith tank to be drained.

The internal cathodic protection systems that are in place in our three (3) tanks were designed and installed by Corrpro. Corrpro also performs our annual inspection and periodic system maintenance. In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, the Purchasing Manager has determined this to be a sole source item.

FUNDING SOURCE:

Funding is available in the Water Enterprise Fund Account #0030 50704, Other Capital Improvements.

ATTACHMENTS:

[Narragansett RI - Quotation RI-21-02.pdf](#)

Tuesday, June 18, 2024

INTERNAL CATHODIC PROTECTION SYSTEM

Town of Narragansett
Narragansett, RI
750,000 Gallon Sphere - Point Judith Road
Corrpro Ref. # RI-21-02

Corrpro Waterworks is pleased to submit the following proposal on the above referenced project.

For this project, Corrpro Waterworks would provide all engineering design, materials, labor, equipment and supervision required for the installation of one cathodic protection (CP) anode system complete, consisting of a horizontally suspended (ice-resistant) PERMANODE anode system. Anode material shall be titanium mixed metal oxide on a buoyant ballasted flexible suspension system. This price is based on **utilizing the existing** rectifier, anode system mounting hardware, conduit(s), associated wiring and two (2) trips to the jobsite. It is expected that the structure shall be completely drained for the initial installation visit, with both water and A.C. available at the time of the second visit for final testing.

Corrpro Waterworks lump sum fee for these described services will be \$15,750.00.

This price includes the removal of the existing anode system.

***All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61.**

This price does not include provisions for 120V/10amp/1 ph/60 Hz AC input to the rectifier (existing).

This price does not include welding of anode support rings (existing).

This price does not include welding of entrance penetration coupling & rectifier mounting hardware (existing).

This price does not include opening/closing of wet manway hatch(s) or tank disinfection.

This proposal is subject in all respects to the Corrpro Standard Terms & Conditions attached as Exhibit A & incorporated into this proposal by reference. In the event of any conflict or inconsistency between the provisions of this proposal and the Corrpro Standard Terms and Conditions, the provisions of this proposal shall prevail to the extent of such conflict or inconsistency. Our Standard Terms & Conditions are also available at www.corrpro.com/Resources/Sales-Terms-Conditions.

Corrpro Waterworks will provide detail drawings and supply the necessary materials to be installed onto the tank. This price is based on a Corrpro Waterworks design with an estimated construction completion time of two (2) days. This quotation shall be considered part of the contract should Corrpro Waterworks be awarded this project. All CP system materials and labor shall be guaranteed for a period of one (1) year by Corrpro's standard warranty. This pricing shall remain valid for a period of 180 days. Invoicing shall be done on a work complete to date basis. Please note that a **five (5) week notice** will be required for scheduling.

We appreciate the opportunity to submit this proposal. Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,
CORRPRO WATERWORKS



Greg Copen
Waterworks Operations

acceptance acknowledgement - please sign & return to
indicate acceptance of this proposal. _____(date)

CORRPRO COMPANIES, INC. STANDARD TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the proposed sale of equipment, supplies, products or materials ("Goods") or the proposed furnishing of labor, with or without the supply of Goods ("Services"), by Corpro Companies, Inc. ("Corpro"), all as further described in Corpro's Proposal or Invoice ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

1. Scope of Agreement; Acceptance. Unless expressly provided otherwise in a master agreement signed by Buyer and an authorized representative of Corpro prior to the date of the Sales Document, the Sales Document, these T&Cs and any other documents expressly identified in the Sales Document as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of the Sales Document or the Agreement by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. The Agreement becomes a valid and binding obligation of Corpro and Buyer on the earlier of: (a) Corpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corpro for the Goods or Services described in the Proposal; (c) Buyer's receipt and acceptance of the Goods or Services, (d) Buyer's payment for the Goods or Services described in the Sales Document, or (e) any other written indication by Buyer of its acceptance of the Agreement.

2. Delivery; Risk of Loss. All shipping dates of Goods and performance dates of Services stated in the Sales Document are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of the Goods shall be EXW (Incoterms 2010) at Corpro's facility stated in the Sales Document. At Buyer's option, Corpro will ship the Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer in the Sales Document. Buyer shall bear all risk of loss or damage to the Goods during transit. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

3. Inspection and Acceptance. Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods or Services). Buyer shall hold any non-conforming Goods for Corpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods or Services within ten (10) days after the earlier to occur of receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively (a) establish Buyer's acceptance of the Goods or Services, (b) release Corpro from any and all liability therefor, and (c) waive Buyer's right to seek damages or other remedies for any non-conforming Goods or Services subject to Section 8 below. Buyer shall bear the expenses of inspection under all circumstances.

4. Payment Terms. Terms of sale are net thirty (30) days from date of invoice, unless otherwise stated in the Agreement. Time is of the essence with respect to all payments. Any amount not received by Corpro when due shall bear interest at the rate of one and one-half percent (1½%) per month (eighteen percent (18% annually), or the maximum rate of interest that applicable law allows, whichever is greater, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise in the Agreement, the prices stated in the Agreement and all payments due to Corpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment or performance (either complete or partial), Buyer does not meet Corpro's credit approval or Corpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corpro may either (a) delay or postpone delivery of Goods or

performance of Services, (b) terminate the Agreement, or (c) request payment in full or other security satisfactory to Corpro from Buyer prior to shipment of the Goods or performance of the Services.

5. Taxes; Permits and Fees; Laws. Unless expressly stated otherwise in the Agreement, the price for the Goods furnished or Services performed by Corpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corpro with documentation acceptable to Corpro of any exemptions claimed from Taxes prior to invoicing. In the event Corpro is required to pay any Taxes not previously paid to Corpro, Buyer shall reimburse Corpro. Unless stated otherwise in the Agreement, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corpro are and their subsequent installation and use are in accordance with applicable laws, ordinances and building codes. Corpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Corpro's attention.

6. Specifications. Buyer warrants that any documents, drawings, designs or specifications furnished to Corpro by Buyer or any party acting on behalf of, or under direction of, Buyer (collectively, "Specifications") are complete, accurate and may be reasonably relied on by Corpro. Corpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

7. Change Orders. Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term of the Agreement, may only be made by Buyer and Corpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on (a) change in the material term of the Agreement, and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corpro, Corpro, at its sole discretion, shall either (i) accept the Change Order, (ii) reject the Change Order and continue performance under the existing Agreement, or (iii) terminate the Agreement. In the event that Corpro elects (ii) above, Buyer shall have the option to terminate the Agreement.

8. Warranties. "Warranty Period" means (a) for Services and Goods installed as part of the Services, the one (1) year period beginning the date the applicable Services are substantially completed; and (b) for Goods not installed as part of any Services, the ninety (90) day period beginning with the date of shipment from Corpro. The providing of warranty service does not extend or restart a new Warranty Period. Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations in this Agreement, each Service has been performed in accordance with applicable specifications and procedures for such Service, and, if applicable, Goods will be free from defect in materials and workmanship. Notwithstanding anything in this Agreement to the contrary, Corpro's warranty liability shall in no event exceed the amount paid for the original defective Goods or Services. Any claim not received by Corpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Goods or Services if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) in the case of Goods or Services, not been paid for in full.

9. Warranty Limitations. The Goods warranty applies only to (a) Goods manufactured solely by Corpro ("Corpro Products"), and (b) components of cathodic protection systems installed as part of the Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent extended to Buyer by such other parties. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corpro's sole option: 1) re-performing such Corpro Service(s), 2) performing additional Service(s), or 3) providing a refund or credit equivalent to the decreased value of the Service(s). Corpro's obligation to honor its warranty on defective Corpro Products is in all cases limited to, at Corpro's sole option: 1) repair or replacement of the defective Corpro Product or component thereof, or 2) providing a cash refund or credit equivalent to the decreased value of the Corpro Products. Replaced Corpro Products shall become the property of Corpro, if Corpro so elects. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. ALL WARRANTIES ARE IN LIEU OF AND CORRPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS OR SERVICES. **IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR SERVICES, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW.** THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED. Corpro does not warrant that the use or sale of the Goods will not infringe on any U.S. or other patents covering the product itself of the use thereof in combination with other products or the operation of any process.

10. Reliance on Buyer's Representations. Corpro shall be entitled to rely on representations made by or on behalf of Buyer that all conditions necessary for the proper installation or performance of the Goods or Services or Corpro Products have been satisfied, except to the extent Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Buyer to satisfy such conditions, Buyer's failure to advise of existing site conditions affecting the Goods or Services (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by Buyer.

11. Technical Assistance. At Buyer's request, Corpro may, in its discretion, furnish technical assistance and information with respect to the Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE GOODS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

12. Confidentiality. All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corpro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corpro's confidential and proprietary information to any third parties, or use

Corpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

13. Force Majeure. If Corpro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure, then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corpro's costs. "Force Majeure" means circumstances beyond Corpro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes not within Corpro's control, whether foreseeable or not. If Corpro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corpro may allocate its viable supply among any or all purchasers on such basis as Corpro may deem fair and practical, without liability for any failure of performance which may result therefrom.

14. Default; Termination. If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corpro, then Corpro may, on five (5) days' written notice to Buyer, declare Buyer to be in default and Corpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corpro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corpro declares a default under this Paragraph 14, or (b) if the Agreement is terminated for any reason other than default by Corpro, Buyer agrees to pay Corpro for any (i) Services performed and Goods installed or delivered to date of termination, (ii) Goods ordered which cannot be terminated, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead or profit on costs.

15. Hazardous Material. Corpro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corpro discovers hazardous material, Corpro will promptly notify Buyer. Corpro is not obligated to commence or continue providing Services until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corpro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corpro is entitled to an equitable adjustment in both the Agreement's price and the time for performance. In no event shall Corpro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

16. Release of Liability for Buried Pipelines. If necessary for the performance of Services, Corpro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least seventy-two (72) hours prior to commencing Services on site. Corpro will also attempt to locate any buried metallic piping prior to commencing Services on the site. Buyer will provide Corpro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least three (3) days in advance of the date Corpro is to commence Services at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corpro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corpro's performance of the Services, including any such damages caused by the negligence of Corpro or its employees. In addition, Buyer will indemnify and hold Corpro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

17. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

18. Insurance. Corpro shall maintain the following insurance policies and limits: commercial general liability insurance with limits of \$2,000,000 per occurrence/\$4,000,000 per-project aggregate, automobile liability with combined single limits of \$2,000,000 per occurrence, workers' compensation/employer's liability with limits of \$1,000,000/\$1,000,000/\$1,000,000, contractor's pollution liability with \$5,000,000 per pollution event and professional liability with \$5,000,000 limits. Such insurance shall be subject to the coverage provisions, limitations of liability, and other terms and conditions contained in the applicable policies. Buyer agrees to waive any rights of subrogation against Corpro on behalf of itself and its insurers. Upon written request Corpro will provide to Buyer a certificate evidencing such insurance.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER AGREES THAT ANY RECOURSE AGAINST CORRPRO UNDER THIS AGREEMENT OR RELATED TO CORRPRO'S PROVISION OF GOODS OR SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO CORRPRO UNDER THIS AGREEMENT. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

20. Governing Law; Venue; Dispute Resolution. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Texas (USA), excluding any conflicts of laws principles which would direct application of the substantive law of another jurisdiction. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be finally settled in the district court for the Southern District of Texas or the Harris County District Court, both located in Houston, Texas. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. Neither the UNCITRAL Convention on Contracts for the International Sale of Goods nor the UNIDROIT Principals of International Commercial Contracts (last version published as of the date of this Agreement) shall apply to the validity, construction and performance of this Agreement.

21. Export Compliance. Corpro's Goods or Services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

22. Order of Precedence; Notice. If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the provisions of the documents will control in the following order: (a) provisions stated in the Sales Document; (b) these T&Cs; and (c) any other contract documents. All notices

and communications required by this Agreement shall be delivered, in writing, to the Corpro address stated on the Sales Document.

23. Interpretation. Corpro and Buyer acknowledge this Agreement represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corpro.

This **WARRANTY CERTIFICATE** is provided to the purchaser of Corrpro's products and/or services and is subject to Corrpro's terms and conditions applicable to such sale.

WARRANTY ON CORRPRO SERVICES

Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, each Corrpro Service has been performed in accordance with Corrpro's applicable specifications, procedures, and directions for such Corrpro Service. As used in this warranty, "Corrpro Service" means service provided by Corrpro, its employees, and authorized subcontractors.

WARRANTY ON CORRPRO PRODUCTS

Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, Corrpro Products will be free from defect in materials and workmanship. As used in this warranty, "Corrpro Products" means only (a) products manufactured solely by Corrpro and (b) components of cathodic protection systems installed as part of Corrpro Services. Except as stated in the preceding sentence, Corrpro does not warrant products manufactured or supplied by other parties, and purchaser shall be entitled to rely on the warranties, if any, only to the extent extended to purchaser by such other parties.

WARRANTY PERIOD

"Warranty Period" means (a) for Corrpro Services and Corrpro Products installed as part of Corrpro Services, the one (1) year period beginning the date the applicable Corrpro Services are completed; and (b) for Corrpro Products not installed as part of Corrpro Services, the ninety (90) day period beginning with the date of shipment from Corrpro. The providing of Warranty Service does not extend or restart a new Warranty Period.

WARRANTY SERVICE

Claims arising out of the above warranties must be made in writing and delivered to the Corrpro location which provided the Corrpro Services or Corrpro Products, or if such location has moved, to its new location or to Corrpro's headquarters. As a condition to Corrpro's obligations herein, the claimant must provide the warranty certificate and original invoice applicable to such Corrpro Product or Corrpro Service and shall set forth the specific circumstances of the claim in reasonable detail. Any claim not made within the applicable Warranty Period shall be conclusively deemed waived by claimant.

Corrpro's obligation to honor its warranty on defective Corrpro Services is in all cases limited to, at Corrpro's sole option: 1) re-performing such Corrpro Service, 2) performing additional Corrpro Service, or 3) providing a refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corrpro Service.

CORRPRO COMPANIES, INC. WARRANTY CERTIFICATE

Corrpro's obligation to honor its warranty on defective Corrpro Products is in all cases limited to, at Corrpro's sole option: 1) repair or replacement of the defective Corrpro Product or component thereof, or 2) providing a cash refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corrpro Product. Replaced Corrpro Products shall become the property of Corrpro. Corrpro shall not be liable for any expense incurred by purchaser in order to remedy any warranted defect.

RELIANCE ON PURCHASER'S REPRESENTATIONS

Corrpro shall be entitled to rely on representations made by or on behalf of Purchaser that all conditions necessary for the proper installation or performance of Corrpro Products, systems, materials, components and Corrpro Services have been satisfied, except to the extent Corrpro is specifically contracted to make such determination. Corrpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Purchaser to satisfy such conditions, Purchaser's failure to advise of existing site conditions affecting the work (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corrpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by purchaser.

DAMAGE AND SUBSEQUENT EVENTS

Corrpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Corrpro Services or Corrpro Products if the Corrpro Products, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: 1) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corrpro's written consent; 2) been damaged or abused; 3) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or 4) in the case of Corrpro Products or Corrpro Services, not been paid for in full.

NO RELIANCE ON OTHER STATEMENTS

This warranty is the sole warranty offered by Corrpro. No statement or affirmation by or on behalf of Corrpro by words or actions other than as set forth herein shall constitute a warranty, and Purchaser shall not be entitled to rely on any oral or written statement including those of any employee,

agent, or representative of Corrpro as being part of the terms and conditions of this warranty or of doing business unless such statement is in writing signed by a vice president of Corrpro.

RISK ALLOCATION

Corrpro does not represent, warrant, or otherwise guarantee that any product, material, or system sold is failure proof. Corrpro does not insure results and the prices charged reflect that an allocation of risk is being made. It is the responsibility of purchaser to maintain such insurance as is required under the circumstances.

LIMITATION OF LIABILITY/SOLE REMEDY

THE WARRANTIES PROVIDED ABOVE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER AND SELLER EXPRESSLY AGREE THAT THIS WARRANTY SHALL SERVE AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED BY CORRPRO, ITS EMPLOYEES OR AUTHORIZED SUBCONTRACTORS. IN NO EVENT WILL CORRPRO BE LIABLE TO PURCHASER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR, EXCEPT AS PROVIDED HEREIN, SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR OPPORTUNITIES) ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS OR SERVICES SUPPLIED, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THE WARRANTIES CONTAINED HEREIN, OR PRODUCTS, MATERIALS, OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR HEREIN OR IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THE WARRANTY PROVIDED HEREIN SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

corrpro[®]
An Aegion Company

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Jonathan Gerhard, Town Engineer
DEPARTMENT: Engineering Department

SUBJECT:

A MOTION TO APPROVE the purchase of three (3) single user AutoCAD license subscriptions from Zones, LLC, in the amount of \$10,116.00.

SUGGESTED ACTION:

Engineering Division staff prepare, maintain and update various drawings, plans, and maps in AutoCAD digital format for the Water, Wastewater, Public Works, and other Town departments. We updated the AutoCAD software in 2021 so that Engineering staff could continue to maintain the Town's plans, maps and digital drawing systems and the software manufacturer, Autodesk, employs a subscription based platform that is renewed on an annual basis. The IT Department obtained the attached quote from Zones to provide three (3) license subscriptions for the Engineering Division computer work stations for the period from 8/26/24 to 8/25/25.

This purchase is through the National Cooperative Purchasing Alliance (NCPA) contract # REG14 RFP 01-50. Participation by the town in this national cooperative procurement contract gives the town large buying power.

FUNDING SOURCE:

Funding is available in the Engineering Operating Account #0001600 50320, PC Software/Programs, Wastewater Enterprise Fund Account #0032 50320, PC Software/Programs, and Water Enterprise Fund Account #0030 50320, PC Software/Programs.

ATTACHMENTS:

[Zones_Quote_K2305493.pdf](#)

ZONES™

7/29/2024

Bill To:
TOWN OF NARRAGANSETT
25 FIFTH AVENUE
NARRAGANSETT, RI 02882
Phone : (401) 789-1044

Ship To:
DANIEL HOLLAND
TOWN OF NARRAGANSETT
25 FIFTH AVENUE
NARRAGANSETT, RI 02882
USA

Account # 0071064000
Quote : K2305493
PO# :

Software prices subject to change
Hardware quotes are valid for 7 business days
Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 737040
DALLAS TX 75373-7040

**PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES LLC ACCOUNT MANAGER
VIA FAX OR EMAIL**

Phil Olsen
Account Manager
Phone:253-205-3057

Email:Phillip.Olsen@zones.com

| Item # | Qty. | Mfr. Name | Description | Manufacturers Part # | Unit Price | Total |
|---------------------|------|-----------------|---|----------------------|------------|-------------|
| O 00162805 SPO N | 3 | ZONES INC (ITD) | Architecture Engineering & Construction Collection Renewal Non-returnable item | O 00162805 SPO | \$3,372.00 | \$10,116.00 |
| | | | 8/26/2024-8/25/2025 | | | |

ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

Sub-Total: \$10,116.00

Estimated Sales Tax: \$0.00

Electronic Delivery: \$0.00

Grand Total: \$10,116.00

Visit us on the web: <http://www.zones.com>

**FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE ! CONTACT
LEASING@ZONES.COM FOR MORE INFORMATION !**

ZONES LLC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



CERTIFIED
as an NMBC
**MINORITY BUSINESS
ENTERPRISE**
by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

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NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Christine Wilson, Finance Director
CO-SPONSOR: Susan Gallagher, Purchasing Manager
DEPARTMENT: Finance Department

SUBJECT:

A MOTION TO READ, PASS, AND ADOPT as a Second Reading the amendment of Chapter 70 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled "Purchasing".

SUGGESTED ACTION:

The Ordinance Amendments are specifically to Sec. 70-306 entitled "Procedures", Sec. 70-330 entitled " Requisitions for sole source purchases", Sec. 70-331 entitled "Maintenance contracts based upon sole source determination", and Sec. 70-334 entitled "Emergency purchases". The changes noted are introduced to ensure compliance with Charter amendments and to increase purchasing levels to be more in-line with current pricing and State/Federal regulations.

FUNDING SOURCE:

N/A

ATTACHMENTS:

[ARTICLE_IV.____PURCHASING Ordinance 2nd_Reading.docx](#)

TOWN OF NARRAGANSETT

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 70 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED "TAXATION & FINANCE"

It is ordained by the Town Council of the Town of Narragansett as follows:

Section 1: Article IV, (Purchasing), Division 2 (Purchases) of Chapter 70 of the Code of Ordinances of the Town of Narragansett, entitled "Taxation & Finance", is amended as follows:

Sec. 70-306. Procedures.

- (a) *Generally.* The purchasing agent or other person making purchases of goods, wares or merchandise for the town before making any such purchase or entering into a contract for the same, shall undertake the following procedure:
- (1) Any purchase or contract of under \$5,000.00 shall require the approval of the town manager. Bids or quotations shall not be required prior to such awards.
 - (2) Any purchase or contract between \$5,000.00 and \$9,999.00 shall require the approval of the town manager. The purchasing agent shall obtain three telephone quotations prior to such awards.
 - (3) Any purchase or contract between \$10,000.00 and \$19,999.00 shall require the approval of the town manager. The purchasing agent shall obtain three written quotations prior to such awards.
 - (4) Any purchase or contract of \$20,000.00 or more shall be awarded to the lowest responsible bidder as selected by the town council. The purchasing agent shall advertise for the solicitation of sealed bids in a local newspaper prior to such awards.
 - (5) The town council and the school committee shall retain the right to reject any or all bids and, in its discretion, to direct the resolicitation of bids.
- (b) *Professional services contracts.*
- (1) Contracts for architectural, engineering and other similar professional services shall be excepted from the competitive bidding process and shall be awarded on the basis of professional qualifications, experience and the ability to satisfactorily complete the work within time and budget constraints. The purchasing agent shall maintain a list of qualified professionals and shall solicit proposals from this list.
 - (2) Contracts for professional services of less than \$20,000.00 shall be made by the town manager and contracts for such services in the sum of \$20,000.00 or more shall require the approval of the town council.

Section 2: Article IV, (Purchasing), Division 3 (Sole Source Purchases) of Chapter 70 of the Code of Ordinances of the Town of Narragansett, entitled “Taxation & Finance”, is amended as follows:

Sec. 70-330. Requisitions for sole source purchases.

Because certain manufactures may not be either a sole source of obtaining an item nor offer the most competitive price, departments shall submit requisitions for sole source purchases in excess of \$10,000.00 unless specifically delegated such authority by regulation or by the purchasing agency.

Sec. 70-331. Maintenance contracts based upon sole source determination.

Maintenance contracts based on sole source determination shall be subject to the following:

- (1) Annual maintenance contracts shall require approval by the office of purchases.
- (2) All multiyear contracts shall require approval by the office of purchases.
- (3) To achieve better pricing, when the total amount for all contracts with the same supplier exceeds \$5,000.00, the department shall submit a single purchase requisition consolidating all requirements.

Sec. 70-334. Emergency purchases.

In accordance with procedures established by the purchasing agent, authorized officials in user departments shall be permitted to react quickly to critical situations when the cost for a remedy or repair is in excess of \$5,000.00, and there is not sufficient time to undertake a public, formal or informal bidding process.

Section 3: This ordinance shall take effect upon its final passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the 19th day of August, 2024.

Second reading, read, passed and adopted in the Town Council meeting legally assembled the _____ day of _____, 2024.

ATTEST:

Sarah Masson
Deputy Town Clerk

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NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024

FROM: Patty Roosa, Town Manager Executive Assistant/ Human Resources Manager

DEPARTMENT: Town Council

SUBJECT:

A MOTION TO INTRODUCE, READ, PASS AND ACCEPT as a First Reading the amendment of Chapter 2 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled "Administration", specifically Article II "Town Council", Section 2-21 entitled "Salary; insurance".

SUGGESTED ACTION:

Currently the Narragansett Code of Ordinances requires that the members of the town council shall be entitled to an annual salary of \$2,100.00. In January 2024, the Rhode Island League of Cities and Towns sent out a survey to their members in which they received 19 responses including the Town of Narragansett's. The last time an amendment was made to this section of the ordinance was in 2007 to include membership in the town's Delta Dental group health plan. Considering the increased number of meetings, cost of living increases and numerous time-consuming issues, as well as reviewing the comparable survey, I am recommending that the annual salary be increased to \$6,000.00 for Town Council members and \$7,200.00 for the Town Council President. This change would take effective July 1, 2025.

FUNDING SOURCE:

General Town Council Salaries: 0001100-50102

ATTACHMENTS:

[Ordinance Amendment Town Council Salary Sec 2-21 1st reading.docx](#)

TOWN OF NARRAGANSETT

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 2 OF THE CODE OF ORDINANCES
OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED
“ADMINISTRATION”

*(Only the following sections would be amended and any text not cited remains unchanged.
Text deletions are ~~crossed out~~; Text additions are underlined)*

It is ordained by the Town Council of the Town of Narragansett as follows:

Section 1: Article II, (Town Council), Section 2-21 (Salary; insurance) of Chapter 2 of the Code of Ordinances of the Town of Narragansett, entitled “Administration”, is amended as follows:

Sec. 2-21. – Salary; insurance.

The President of the town council shall be entitled to an annual salary of \$7,200.00. All other
Members of the town council shall be entitled to an annual salary of ~~\$2,100.00~~ \$6,000.00.
Members of the town council shall be entitled to membership in a town group health coverage
plan, including Delta Dental, and to a town group term life insurance policy in the amount of
\$10,000.00. The cost shall be borne by the individual members.

Section 2: This ordinance shall take effect on July 1, 2025, and all other ordinances or parts of
ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the ____ day of
_____, 2024.

Second reading, read, passed and adopted in the Town Council meeting legally assembled the
____ day of _____, 2024.

ATTEST:

Sarah Masson
Deputy Town Clerk

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NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Sarah Masson, Deputy Town Clerk
DEPARTMENT: Town Clerk

SUBJECT:

A MOTION TO APPROVE a Peddler License for Sweet Treats by Selena dba Sweet Treats, subject to state and local regulations.

SUGGESTED ACTION:

Selena Lavoie, owner of Sweet Treats by Selena dba Sweet Treats, is requesting a Peddler License to participate in events held in Narragansett selling baked goods. In accordance with Town Ordinance Chapter 14, Article XI, Section 14-367, a license is required. Such license must be applied for and approved by the Town Council.

The number of peddler licenses issued in the town is limited to six (6) licenses according to Article XI, Sec. 14-371 of the Town Ordinance. This would be the second Peddler License issued. There are no applications on the waiting list.

ATTACHMENTS:

[Sweet Treats Application](#)



GBL-24-23

General Business

Licenses

Status: Active

Submitted On: 8/15/2024

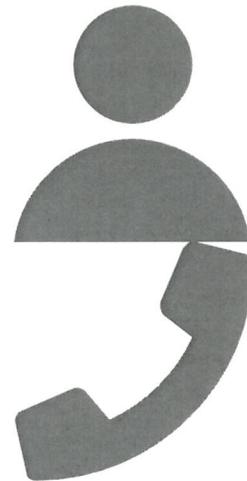
Primary Location

7 WAYLAND TRAIL
NARRAGANSETT, RI 02882

Owner

LAVOIE, ROBERT D LAVOIE,
SELENA S T/E
7 WAYLAND TRAIL
NARRAGANSETT, RI 02882

Applicant



Selena
Lavoie

401-662-
7440

* sweettreatsnarr@gmail.com



7
Wayland
Trail

Narragansett, Rhode Island
02882

License Application

Annual License*

New

Type of License

Victualler

Holiday Sales

Additional Hours

Dance/Entertainment

Pool Table

Peddler

Trailer Park/Campground

Theater

Laundry/Dry Cleaners

Game Room

Hotel/Motel

Rooming House

Mechanical/Electronic Amusement

Sunday Parking

Marina

Solider and Sailor

Itinerant Vendor

Second Hand Metal Establishment

Private Detective

Bath House

Owner Details

Owner/Corp Name*

Sweet Treats by Selena

Owner/Corp/LLC Address*

7 Wayland Trail

Owner Phone Number *

4016627440

Has the APPLICANT or any of the principals, partners, officers, or stockholders ever been convicted of a crime or misdemeanor? *

No

Residence of applicant for last five years*

7 wayland trail Narragansett, Ri

Business Details

D/B/A*

Sweet Treats

Business Address*

7 Wayland Trail

Unit #

Type of Business*

baked goods

Business Phone Number*

4016627440

After Hours Emergency Phone Number:*

4016627440

Mail to Address*

same as above

Galilee Special District*

No

Incorporation Type

Individual

State Incorporated

RI

Date of Incorporation

08/01/2023

Hours of Operation

Dates of operation (if seasonal)

Are the premises owned or leased? *

Owned

List names, addresses for all officers, directors and partners along with titles and term expiration (if applicable)

Seating Capacity

Occupancy in accordance with Fire Code

0

0

Peddler Section

Vehicle Registration#

Vehicle Year

WS921

2024

Vehicle Model

Vehicle Body Type

kia

soul

Vehicle Color

Vehicle Gross Weight

blue

2802

Vehicle Weight

Nature of Advertising Proposed

2802

on site

Type of Merchandise

baked treats

Applicant Affidavit

I hereby certify that the above statements are true to the best of my knowledge and belief. By checking this box, I agree that I have the authority to act on behalf of the business. I agree to abide by all local, state and federal ordinances, regulations, and laws that govern this application. Please acknowledge this statement by checking the box.*



Applicant Name*

selena lavoie

Title of Applicant

owner

Date Signed*

08/15/2024

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Sarah Masson, Deputy Town Clerk
DEPARTMENT: Town Clerk

SUBJECT:

A MOTION TO REAPPOINT Sharon McGreen to the Personnel Appeals Board for a 5-year term to expire on September 1, 2029.

SUGGESTED ACTION:

The Narragansett Personnel Appeal Board conducts administrative hearings and is the final authority at the Town level for appeals from personnel on employment matters. The Personnel Appeal Board is comprised of five (5) members, including one (1) member of the Town Council and four (4) members who are electors of the Town. This board meets as required.

Requesting and eligible for reappointment is Sharon McGreen (1 term). There are no other applications on file.

According to the Council rules, no person shall be appointed to serve concurrently on more than one commission, committee or board created by the Town Council, with the exception of ad hoc commissions, committees or boards, or dual appointments required by charter, ordinance or resolution.

If at the end of a board member's term, a replacement cannot be found, the Town Council may appoint the board member for a single term. Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.

ATTACHMENTS:

[Personnel Appeals Board Roster](#)

[Personnel Appeals Board Details](#)

[Rules for Commissions Committees Boards Amended 04-03-2023](#)

Personnel Appeals Board

Board Roster

Sharon McGreen

1st Term Sep 02, 2019 - Sep 01, 2024

Appointing Authority Town Council

Position Member 4

Office/Role Member

Voting Member Yes

Appointed Date Mar 02, 2020

Steven J. Ferrandi

1st Term Nov 08, 2022 - Nov 05, 2024

Appointing Authority Town Council

Position Town Council Rep

Office/Role Council Rep

Voting Member Yes

Appointed Date Dec 19, 2022

Joseph Notarantonio

3rd Term Sep 02, 2020 - Sep 01, 2025

Appointing Authority Town Council

Position Member 2

Office/Role Member

Voting Member Yes

Appointed Date Jan 03, 2022

Thomas Hines

1st Term Sep 02, 2020 - Sep 01, 2025

Appointing Authority Town Council

Position Member 3

Office/Role Member

Voting Member Yes

Appointed Date Jan 03, 2022

□ **John Kennedy**

4th Term Sep 02, 2022 - Sep 01, 2027

Appointing Authority Town Council

Position Member 1

Office/Role Chair

Voting Member Yes

Appointed Date Sep 19, 2022

□ Narragansett, RI

Personnel Appeals Board

Board Details

The Narragansett Personnel Appeal Board conducts administrative hearings and is the final appeal authority at the Town level for appeals from personnel on employment matters. The Personnel Appeal Board has subpoena power to compel presence of witnesses or evidence at personnel appeal hearings. Unless otherwise specified in any applicable collective bargaining agreement, the board shall render a written decision within 45 days from the receipt of an appeal. This time may be extended by agreement of the parties to an appeal with the consent of the board.

The Personnel Appeal Board is comprised of five (5) members, including one (1) member of the Town Council and four (4) members who are electors of the Town.

Overview

- **Size** 5 Seats
- **Term Length** 5 Year
- **Term Limit** Varies

Additional

Meeting Time

Meets as required.

TOWN OF NARRAGANSETT
Town Hall • 25 Fifth Avenue • Narragansett, RI 02882
Tel. (401) 789-1044 Fax (401) 783-9637
narragansettri.gov

TOWN OF NARRAGANSETT
RULES FOR COMMISSION, COMMITTEE AND BOARD
APPOINTMENTS

I. SELECTION PROCESS OF MEMBERS

1. As authorized by the Town Council, the Town Clerk shall advertise once a year in a local newspaper, the commissions, committees, and boards that will have upcoming appointments. When a vacancy occurs it will be placed on the Town's website.
2. Upon receipt of an application, the Town Clerk shall date stamp it and retain the original.
3. The application shall remain on file for a period of two (2) years from the date received. The Town Clerk will contact applicant after the two-year period to seek availability and interest. The Town Clerk will forward all applications on file for an open board when a vacancy becomes available on that particular committee, commission or board to the Town Council and to the Town Manager.
4. All new vacancies on the Planning or Zoning Boards will require that the Town Council interview those candidates. Individuals currently serving on these Boards need not be interviewed when applying for reappointment to a successive term on the same Board. However, an attendance record will be included to the agenda item for those individuals wishing consideration for reappointment.
5. The Town Council motion to appoint a candidate to a particular committee, commission or board, shall have the names of each applicant candidate listed on the summary.
6. A written staff recommendation may be submitted to the council through the Town Manager.

7. All applications received shall be available for public review to the extent under law, in the office of the Town Clerk.
8. The mission for each board, commission or committee shall be available in the office of the Town Clerk and on the town's website.

II. REQUIREMENTS AND RULES FOR MEMBERSHIP

1. Applications for the various commissions, committees and boards shall be available on the Town's website.
2. Only applications received before the scheduled appointment date shall be considered for appointment.
3. The Town Clerk shall notify individuals whose terms are about to expire, to determine if that individual wishes to be considered for reappointment and shall contact the Chair for an attendance report. Members are reappointed at the discretion of the Town Council.
4. Membership on a board, committee or commission shall be limited to two consecutive terms, with a one term hiatus before a member can be eligible to serve on the same board, committee or commission again. Any terms served as an alternate member will not count toward term limits. Members of boards, committee or commissions may serve the second term consecutively if appointed.
5. No person shall be appointed to serve concurrently on more than one commission, committee, or board created by the Town Council, with the exception of Ad Hoc commissions, committees or boards, or dual appointments required by Charter, Ordinance or Resolution. Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.
6. Individuals wishing to be considered for reappointment shall notify the Town Clerk prior to the expiration of the date.
7. The chairperson of each commission, committee or board shall submit each January an *Annual Report* including an attendance record, to the Town Clerk.
8. When any member of a commission, committee or board is absent for (3)

- consecutive meetings, the Chairperson shall notify the Town Clerk, who shall in turn notify the Town Council for direction. Should the Chairperson recognize any other attendance deficiencies, the Town Clerk shall be notified, who shall in turn notify the Town Council for direction.
9. Any appointee who is absent without cause for three (3) consecutive meetings may be subject to removal by the Town Council.
 10. The applicant shall comply with all State Laws and Regulations, as well as Ethics Commission requirements for appointees.
 11. The applicant shall be a full-time resident and elector in the town to be considered for an appointment to the Planning Board, Pension Board and Zoning Board Review.
 12. No current member of the Town Council is permitted to serve as an officer for any board, committee, or commission.
 13. All town commissions, committees, and boards, including those solely advisory in nature, shall keep written minutes of all their meetings and shall adhere to RIGL § 42-46-7, “The minutes shall include, but need not be limited to: (1) The date, time, and place of the meeting; (2) The members of the public body recorded as either present or absent; (3) A record by individual members of any vote taken; and (4) Any other information relevant to the business of the public body that any member of the public body requests be included or reflected in the minutes.” The minutes shall be public records and unofficial minutes shall be available to the public at the office of the public body within thirty-five (35) days of the meeting or at the next regularly scheduled meeting, except where the disclosure would be inconsistent with §§ 42-46-4 and 42-46-5 or where the public body by majority vote extends the time period for the filing of the minutes and publicly states the reason.

III. APPOINTMENT REVIEW PROCESS

1. The Town Council shall review each application and may invite specific candidates to an interview with the Council prior to a regularly scheduled meeting or work session. Candidates interviewed by the Town Council will be sent a letter of appreciation by the Town Clerk.

2. When making a nomination, the Council member making the recommendation will verbally outline reasons for the nomination.

Adopted February 1, 2010

Amended 11-15-10

Amended 11-18-13

Amended 11-21-16

Amended 02-06-17

Amended 08-06-18

Amended 10-04-21

Amended 10-17-22

Amended 04-03-23

Item Cover Page

NARRAGANSETT TOWN COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2024
FROM: Jill A. Lawler, President Pro Tem
DEPARTMENT: Town Council

SUBJECT:

A MOTION TO READ, PASS AND ADOPT as a Second Reading an ordinance in amendment of Chapter 46 "Miscellaneous Offenses", Article II "Unruly Gatherings".

SUGGESTED ACTION:

The Town's ordinance for unruly gatherings, first offense, currently results in the issuance of an orange sticker. The suggested change to this ordinance will provide law enforcement another 'tool in their toolbox' when assessing the severity of unruly gatherings. This change would give the Municipal Court the discretion to order community service for the first offense and a fine of \$500.00 to each person or persons in violation of this section.

In order to be consistent with the Town's short-term rental ordinance for "serious offense", a second nuisance violation shall result in the revocation of the rental registration certificate for the following year.

The first reading of this ordinance was held at the August 19, 2024 Town Council meeting.

ATTACHMENTS:

[Ordinance Amendments- Fines for unruly gatherings REVISED 2nd reading.docx](#)

TOWN OF NARRAGANSETT

CHAPTER _____

AN ORDINANCE IN AMENDMENT OF CHAPTER 46 “MISCELLANEOUS OFFENSES” OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT

It is ordained by the Town Council of the Town of Narragansett as follows:

Section 1: That Chapter 46 “Miscellaneous Offenses”, Article II entitled “Unruly Gatherings” be amended as follows:

Sec. 46-32. – Notice of unruly gathering; posting, mailing.

- (a) When the police department intervenes at a gathering which constitutes a nuisance under this article, the premises at which such nuisance occurred shall be posted with a notice stating that the intervention of the police has been necessitated as a result of public nuisance under this article caused by an event at the premises and the date of the police intervention for the cited nuisance and shall result in the joint and several liability of those identified in section 46-34.
- (b) In regards to academic year rentals, any notice posted between September 1 and May 31 of any year shall remain posted until May 31. In regards to year round rentals, any notice posted during the lease term shall remain posted until the lease term expiration date. In regards to short term rentals, please refer to Chapter 14, Article XVII ‘Short-Term Rentals’.
- (c) The residents and owner of such property shall be jointly responsible for ensuring that such notice is not removed or defaced and it shall be a Code violation carrying a penalty of a minimum, mandatory \$100.00 fine in addition to any other penalties which may be due under this section if such notice is removed, obscured or defaced, provided, however, that the residents of the premises or sponsor of the event, if present, shall be consulted as to the location in which such notice is posted in order to achieve both the security of the notice and its prominent display.

Sec. 46-33. Mailing of notice to property owner.

Notice of intervention shall also be mailed to any property owner on the Town of Narragansett property tax assessment records and shall advise the property owner that an intervention occurred as set forth in section 46-32(a) and as a result penalties associated with such intervention will be imposed as set forth below.

Sec. 46-34. Persons liable for a response to gathering constituting a public nuisance.

- (a) If the police department is required to respond to a gathering constituting a public nuisance on the premises, the following persons shall be jointly and severally liable for penalties pursuant to section 46-35:

- (1) The person or persons who own the property where the gathering constituting a public nuisance took place.
- (2) The person or persons residing on or otherwise in control of the property where such gathering took place.
- (3) All person or persons who organized or sponsored such gathering.
- (4) All persons attending such gatherings who engage in any activity resulting in the public nuisance.

Sec. 46-35. – Penalties for violation.

- (a) It shall be a Code violation punishable as follows when intervention at a location to abate a gathering constituting a public nuisance occurs:
 - (1) For a first offense the Municipal Court may impose a fine of \$500.00 to any person who organized and/or attended the gathering and/or any person residing at the premise and shall impose a fine of \$500.00 to the record owner(s); and
 - (2) For a second offense the Municipal Court shall impose a \$500.00 fine on each person residing at the premises and the record owner(s) and shall revoke the record owner’s rental registration certificate for the following rental year.
- (b) In addition to the above, the municipal court shall be authorized to order the person or persons in violation to perform community service. For a first intervention, ordering community service shall be discretionary. For a second intervention, the municipal court shall, in addition to the monetary penalty set forth above, order the person or persons in violation to perform not less than 25 hours of community service.

Section 2: This ordinance shall take effect upon passage, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read, and passed in the Town Council meeting legally assembled the 19th day of August, 2024.

Second reading, read, passed, and adopted in the Town Council meeting legally assembled the ___day of September, 2024.

ATTEST:

Sarah Masson
Council Clerk Pro Tem