



**NARRAGANSETT TOWN COUNCIL  
REGULAR MEETING  
AGENDA  
FEBRUARY 18, 2020  
7:30 PM**

Posted 02-13-2020

Narragansett Town Hall  
25 Fifth Avenue  
Narragansett, RI 02882  
(401) 789-1044  
www.narragansettri.gov

**NARRAGANSETT  
TOWN COUNCIL**

President  
Matthew M. Mannix

President Pro Tem  
Jill A. Lawler

Members  
Richard M. Lema  
Patrick W. Murray  
Jesse Pugh

Town Manager  
James R. Tierney

Town Clerk  
Theresa C. Donovan, CMC

Town Solicitor  
Mark A. Davis, Esq.

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF MINUTES:**

**ANNOUNCEMENTS/PRESENTATIONS:**

**PUBLIC HEARING/DECISION – 8:00 PM:**

A [MOTION](#) TO SCHEDULE a public hearing for amendment to Narragansett's Code of Ordinances addressing recreational vehicles in residential zoning districts.

- A MOTION TO REFER the draft ordinance to the Planning Board for review and recommendation.

**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 by 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.*

1. A [MOTION](#) TO APPROVE the Beach Security Camera Replacement Project with LAN-TEL Communications, Inc., in the amount of \$4,128.00.
2. A [MOTION](#) TO APPROVE the installation of emergency exit signs at the Community Center, to be completed by E.W. Audet & Sons, Inc., utilizing the General Electrical Services contract, in the amount of \$4,906.42.
3. A [MOTION](#) TO AWARD the request from the Parks and Recreation Department to enter into a performance contract with Tramps Like Us (Managed by Digital Design Services) to perform during the 2020 Endless Summer Festival on September 26, 2020 at the Town Beach for the amount of \$7,600.00.
4. A [MOTION](#) TO APPROVE the request from the Parks and Recreation Department to waive the fee for the use of the Clarke Center on August 8 & 9, 2020 to VFW Post 2812 Kelly Gazzo and Disabled American Veterans.
5. A [MOTION](#) TO APPROVE, RATIFY AND CONFIRM the emergency repairs to the generator and rental of a loaner generator for the Public Safety Building from The Lightship Group, LLC, in the amount of \$4,250.00.
6. A [MOTION](#) TO GRANT permission to Kevin Zupkus and Coastal Modular Homes of RI to transport a modular home through Narragansett to 32 Anglers Court, Plat M, Lot 177-17, on or around April 1, 2020, subject to local and state regulations.
7. A [MOTION](#) TO GRANT permission to David Avedisian and Coastal Modular Homes of RI to transport a modular home through Narragansett to 16 North View Road, Plat Y-1, Lot 211, on or around April 1, 2020, subject to local and state regulations.
8. A [MOTION](#) TO APPROVE modifications to the existing Water Division master meter chamber at the North Kingstown wholesale purchase connection on Boston Neck Road by George Sherman Sand & Gravel Co., Inc. in the amount of \$9,100.00.
9. A [MOTION](#) TO AWARD the bid for Security System Program and Design Services to Grist Security Consulting, Inc. at their quoted hourly rates for a one-year period, ending February 18, 2021.

**OLD BUSINESS:**

**NEW BUSINESS:**

**POLICE DEPARTMENT**

10. A [MOTION](#) TO READ, PASS AND ADOPT as a second reading a resolution amending the Official List of Parking Restrictions and Regulations in the Town of Narragansett in accordance with the Narragansett Code of Ordinances to restrict parking on Algonquin Road.
11. A [MOTION](#) TO APPROVE the purchase of five (5) new Motorola portable radios and fifteen (15) radio batteries for the Police Department from Motorola Solutions, in the amount of \$15,702.30.

**PUBLIC WORKS DEPARTMENT**

12. A [MOTION](#) TO WAIVE its current policy and AUTHORIZE the use of the Building Renovation, Restoration, and Reconstruction Services Contract with Abcore Restoration Company, Inc. to complete building improvements at the Towers, in the amount of \$74,280.00.

## **ENGINEERING DEPARTMENT**

13. A [MOTION](#) TO APPROVE the Purchase of Sewer Pipeline Inspection Data Conversion and Annual Software License for the Wastewater Division from WinCan LLC in the amount of \$13,218.00.
14. A [MOTION](#) TO APPROVE, RATIFY, AND CONFIRM the purchase of one (1) replacement pump for the Congdon Street pump station from Grundfos CBS Inc. in the amount of \$12,439.00.

## **PARKS AND RECREATION DEPARTMENT**

15. A [MOTION](#) TO APPROVE the request from the American Diabetes Association to conduct a cycling fundraiser “Tour de Cure” to be held on Saturday October 3, 2020 from 7:00 am to 3:00 pm, subject to state and local regulations.
16. A [MOTION](#) TO APPROVE the twenty-five year lease agreement for the Windmill Building on Clarke Road with the Narragansett Historical Society subject to state and local regulations.
17. A [MOTION](#) TO APPROVE and AUTHORIZE the Narrow River Preservation Association to install a webcam receiver on the Narrow River Kayak Office Building subject to state and local regulations.

## **TOWN COUNCIL**

18. A [MOTION](#) TO ALLOCATE \$10,000 to VFW Post 916 in Wakefield, Rhode Island to support its efforts on behalf of Narragansett’s military veterans.
19. A [MOTION](#) TO APPOINT one (1) member from the Town Council to serve on the negotiations team for collective bargaining with the American Federation of State, County & Municipal Employees Rhode Island Council 94 Local 1179.
20. A [MOTION](#) TO APPOINT one (1) member from the Town Council to serve on the negotiations team for collective bargaining with the Rhode Island Laborers’ District Council Local 1033.
21. A [MOTION](#) TO ADOPT a Resolution Opposing the TCI Gas Tax and the Transportation and Climate Initiative.
22. A [MOTION](#) TO APPROVE a Resolution in Support of Legislation to Establish an Ocean State Climate Adaptation and Resilience Fund (OSCAR).

## **OPEN FORUM/PUBLIC COMMENT:**

*Please conduct yourself in an orderly and respectful fashion. The comments of citizens accessing this portion of our meeting are neither adopted nor endorsed by this body, but are heard as requested.*

## **EXECUTIVE SESSION:**

## **ADJOURNMENT:**

Note: Documentation (if any) for items listed on this Agenda is available for public inspection, a minimum of 24 hours prior to the meeting, at any time during regular business hours at Town Clerk’s Office, 25 Fifth Avenue, Narragansett, RI 02882. 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.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

CC: \_\_\_\_\_

Amend No. \_\_\_\_\_

Date Prepared: 02/11/20  
Council Meeting Date: 02/18/20

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**TO:** Honorable Town Council

**FROM:** Councilmember Jesse Pugh & Councilmember Patrick Murray

**PREPARED BY:** Councilmember Jesse Pugh

**SUBJECT:** To Schedule a public hearing for amendment to Narragansett's Code of Ordinances addressing recreational vehicles in residential zoning districts.

**RECOMMENDATION:** That the Town Council SCHEDULE A PUBLIC HEARING to consider a text amendment to the Section 7.13 of the Zoning Ordinance of the Town of Narragansett, - Parking or Storage of Commercial or Recreational Vehicles.

That the Town Council REFER THE DRAFT ORDINANCE to the Planning Board for review and recommendation.

**SUMMARY:** In the past several months the Zoning Officer, Tony Santilli has received many calls regarding the placement, and size of campers being stored in residential zones around Town. In doing site visits Tony realized that many of the vehicles are larger than the town permits in the ordinance. After researching this topic Staff has learned that the average size of campers has increased. Modern, 5th wheel campers and Class A Motorhomes can extend up to 44 feet in length and get as tall as 14.8 feet including roof top mechanical hardware.

The proposed amendment would increase the maximum size for recreational vehicles and equipment to 15 feet in height and not more than 44 feet in length.

**ATTACHMENTS:**

1. 7.13 text-amendments.doc

**CURRENT ORDINANCE LANGUAGE:) (Yellow Shows Amendments)**

(b.) *Major recreation vehicles and equipment.* In any residential zone, the parking or storage of major recreation vehicles and equipment, including travel trailers, pickup campers or coaches, motorized dwellings, tent trailers, boats, boat trailers, and similar equipment, must comply with the following regulations, with the exception of mobile homes pursuant to [section 7.2](#) of this ordinance:

- (1) Not more than one travel trailer, pickup camper or coach, motorized dwelling, tent trailer, or boat trailer may be parked or stored. Any such equipment shall be no more ~~than nine feet in height,~~ **than 15 feet in height and not more than 44 feet in length**
- (2) No major recreation vehicle, or equipment, while parked or stored, shall be used for living, sleeping, or housekeeping purposes; **except in compliance with section 7.2(b).**
- (3) The storage of derelict or irreparably damaged major recreational vehicles, equipment or boats is prohibited in all residential zones;
- (4) Outside storage of boats with accessory trailer or cradle shall in addition conform to the following requirements:
  - a. Storage of boats or vessels in excess of ~~32~~ **44** feet in length is prohibited on residential lots.
  - b. Storage of boats shall wherever possible take place in rear or side yard areas except where terrain, topography or existing site features render such storage impractical.
  - c. Boats shall be set back a distance at least equal to one-third the side, rear or front yard dimension specified in [section 6.4](#) of this ordinance, except that no boat or portion thereof shall be stored within four feet of an adjoining side or rear lot line or 15 feet from a front lot line.
  - d. Storage of boats 16 feet or less is exempted from the provisions of this section.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 1**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** January 28, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** James R. Tierney, Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Beach Security Camera Replacement Project

**RECOMMENDATION:**

That the Town Council approves the Beach Security Camera Replacement Project with LAN-TEL Communications, Inc., in the amount of \$4,128.00.

**SUMMARY:**

This project will replace three (3) old axis external cameras that are not working for the security system in the cabana area of the Town beach. This system will work with our existing DVR (digital video recorder) system. The quoted price includes equipment and installation any necessary hardware, cabling, and licensing. Grist Security Consulting Inc. (the awarded vendor for Security System Design Services) consulted on this project and conducted a full review of the beach. The various installed cameras have created a security system that has deterred crime and vandalism as well as given those investigating any such incidents the ability to identify with some certainty those involved.

LAN-TEL Communications, Inc. holds the State of Massachusetts #MA ITC71 contract for security, surveillance, and monitoring/access control systems. This competitive bid and award was executed under the Massachusetts General Laws.

Funding is available in the Beach Enterprise Fund Operating Account # 0034 50610, Other Improvements.

**ATTACHMENTS:**

1. Quote from LAN-TEL, dated January 23, 2020.



**LAN-TEL Communications, Inc.**

1400 Providence Highway

Building #3, Suite 3100

Norwood, MA 02062

Phone: 781.551.8599

Fax: 781.551.8667

[www.lan-tel.com](http://www.lan-tel.com)

Date: **January 23, 2020**

To: **Dan Holland**  
Town of Narragansett  
25 Fifth Ave  
Narragansett, RI 02882  
[dholland@narragansettri.gov](mailto:dholland@narragansettri.gov)

From: **Ed Donnelly**  
LAN-TEL Communications, Inc.  
Phone: (617) 869-9471  
Fax: (781) 551-8667  
[edonnelly@lan-tel.com](mailto:edonnelly@lan-tel.com)

Re: **Narragansett Cabana Project**  
LAN-TEL Proposal # 20-010742

Thank you for the opportunity to present LAN-TEL Communications, Inc.'s quote for the Integrated Security System for the above-referenced project.

Our quote is based upon Mike Boudreau's service call. I am hopeful you will find our response to reflect our understanding and interpretation of the security scope and financial offer is within budget allocation.

If you have any questions, please call me at (617)869-9471 or e-mail me at [edonnelly@lan-tel.com](mailto:edonnelly@lan-tel.com). I look forward to reviewing our proposal with you.

Regards,  
Ed Donnelly

*Connecting & Protecting the Future*  
Structured Cabling • Integrated Security • IT Infrastructure • AV



### Scope of Work

The Scope of work includes the following:

LAN-TEL Communications to provide an install a (3) new AXIS P3375-VE as recommended by Axis to your existing Video system at the Narragansett Town Hall. These cameras will replace the old Axis cameras that are not working

Qty:	Manufacturer:	Part Number:	Description:
3	Axis	P3375-VE	Network Camera

LAN-TEL Communications, Inc.'s quote to supply all labor, materials, project management:

Material: \$ 3,088.00

Labor: \$ 1,040.00

Total: \$ 4,128.00



### **About LAN-TEL Communications, Inc.**

LAN-TEL is the industry leader and trusted provider of structured cabling systems, integrated public safety and security solutions and IT infrastructure services. For more than 25 years, LAN-TEL has offered an unparalleled level of client service, support and innovative technologies to New England's largest corporations, buildings and municipalities.

### **Decades of Telecommunications Experience**

LAN-TEL has been providing telecommunication wiring services to customers in New England since 1991. Our team of experienced technicians and project managers are trained and certified to install and maintain all low voltage solutions; from traditional copper-based infrastructure to cutting-edge fiber solutions. The LAN-TEL team brings expertise throughout every phase of your project. LAN-TEL is an active member of the Building Industry Consulting Services International (BICSI) and is qualified and certified to build and test to current Electronic Industries Alliance (EIA), and Telecommunications Industry Association (TIA) standards. Our team of Registered Communications Distribution Designers (RCDD), Project Managers, and Engineers ensure your network infrastructure will utilize the latest design/installation techniques and comply with all state/local licensing requirements and building codes.

### **Security Teams Trusted by Top Law Enforcement**

LAN-TEL is New England's relied upon security system provider, having provided hundreds of wireless video security system installations throughout New England. In our Norwood headquarters prefab department's special IP Lab, technicians efficiently customize security cameras and switches to precise specifications for New England's largest Police Departments, Corporations, schools and clients. All security cameras undergo thorough pretesting prior to being delivered and installed on-site. LAN-TEL technicians provide reliable installations and maintenance of systems in a variety of field conditions, 24-7, whenever the call comes in.

### **Unmatched IT Infrastructure Services**

LAN-TEL offers IT Infrastructure solutions from a talented team of experienced professionals. LAN-TEL Communications' IT infrastructure group provides end-to-end solutions; from the physical cabling, to data center infrastructure, and full integration of security systems. LAN-TEL Communications is a one-stop shop for all your IT infrastructure needs. As your most trusted adviser, LAN-TEL Communications has partnered with the best-of-breed IT hardware and software providers to offer the latest solutions.

*Connecting & Protecting the Future*

Structured Cabling • Integrated Security • IT Infrastructure • A/V

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 2**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** January 30, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** James R. Tierney, Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Community Center Emergency Light Replacement

**RECOMMENDATION:**

That the Town Council approves the installation of emergency exit signs at the Community Center, to be completed by E.W. Audet & Sons, Inc., utilizing the General Electrical Services contract, in the amount of \$4,906.42.

**SUMMARY:**

With the renovation to the exterior of the Community Center just completed, the interior emergency lighting and existing exits signs that were installed in 1990 were recently inspected and found to be outdated and malfunctioning. The installation of these new LED emergency exit signs will bring the building emergency lighting up to code and provide patron safety and liability for emergency situations within the entire two floor building.

E.W. Audet & Sons, Inc. holds the current contract for General Electric Services (awarded by Town Council on February 4, 2019) and was contacted to provide a quote. Their proposal is inclusive of all materials and labor. The current Town Council policy on these contracts requires Town Council approval for all work orders that exceed \$4,000.00.

Funding is available in the Parks Capital Projects Account # 00200810 57025, Building Renovation.

**ATTACHMENTS:**

1. Quotation from E.W. Audet & Sons, Inc., dated January 29, 2020
2. Solicitation spreadsheet for General Electrical Services bid, January 15, 2019.

EW AUDET & SONS, INC  
 COST PROPOSAL

DATE:  
 01 29 20

OWNER: TOWN OF NARRAGANSETT  
 PROJECT: COMMUNITY CENTER EXIT  
 LIGHT REPLACEMENT  
 REPAIRS  
 BY GEORGE ROBERT

NOTE: QUOTE GOOD 60 DAYS

QUANTITY	MATERIAL DESCRIPTION	MATERIAL UNIT COST	EXTEND ED COST	LABOR HOURS
3	AC DC EXIT SIGNS WITH TWO LED HEADS	55.00	165.00	
16	AC DC EXIT SIGNS	21.00	336.00	
5	POWER PACKS WITH 2 HEADS LED TO POWER REMOTE LED LIGHTS	115.00	575.00	
19	REMOTE HEADS LED	30.00	570.00	
250	12/2 MC CABLE	0.38	95.00	
25	4X4X 2 1/8 BOXES	1.00	25.00	
12	4X4 BLANKS	0.30	3.60	
	LABOR HOURS	0.00	0.00	32.0
1	PERMIT ADA ONLY	5.00	5.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
	DIRECT MATERIALS		1,774.60	
	MISCELLANEOUS MATERIALS	4.00%	70.98	
	SUBTOTAL MATERIALS		1,845.58	
	OVERHEAD & PROFIT	15.00%	276.84	
	LABOR	\$87.00	2,784.00	32.00
	SUPERVISION (WORKING FOREMAN)	\$0.00	0.00	
	SUB TOTAL		4,906.42	
	BOND (IF REQUIRED)	0.00%	0.00	
	TOTAL		<u>4,906.42</u>	

Town of Narragansett, RI  
 General Electrical Services, B19018  
 All Departments  
 Bid Opening - January 15, 2019 - 11:00 am

	Vendor 1	Vendor 2
	Effluent Electric & Controls, LLC	E.W. Audet & Sons, Inc.
	Price	Price
<b>1. Regular Service - 10 day response</b>		
a. Master Electrician - per hour	\$75.00	\$95.00
b. Journeyman Electrician - per hour	No Bid	\$87.00
c. Apprentice - per hour	No Bid	\$66.00
<b>2. Emergency Serv/Reg hrs- 2 hr resp</b>		
a. Master Electrician - per hour	\$87.50	\$100.00
b. Journeyman Electrician - per hour	No Bid	\$89.00
c. Apprentice - per hour	No Bid	\$70.00
<b>3. Emergency Serv/N/W/Hol- 2 hr resp</b>		
a. Master Electrician - per hour	\$127.50	\$178.00
b. Journeyman Electrician - per hour	No Bid	\$155.00
c. Apprentice - per hour	No Bid	\$115.00
<b>4. Mark-up for parts and materials</b>		
shall not exceed (in %)	10%	15%
<b>5. Mark-up for equipment</b>		
shall not exceed (in %)	12.5%	15%
Sg B19018		

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 3**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** January 30, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** James R. Tierney, Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Performance Contract with "Tramps Like Us"

**RECOMMENDATION:**

That the Town Council approves the request from the Parks and Recreation Department to enter into a performance contract with Tramps Like Us (Managed by Digital Design Services) to perform during the 2020 Endless Summer Festival on September 26, 2020 at the Town Beach for the amount of \$7,600.00.

**SUMMARY:**

This performance by Tramps Like Us, a Bruce Springsteen Tribute Band from New York and New Jersey concludes the activities of the Endless Summer Festival scheduled for Saturday September 26, 2020 (rain date of Sunday September 27, 2020). They are scheduled to perform on Saturday from 2:30 pm to 5:30 pm and are sponsored by the Narragansett Lions Club, the Parks and Recreation Department and the Narragansett Chamber of Commerce. As with the success of the 2019 Endless Summer Festival, several thousand people are expected to enjoy the concert during the three (3) hour music show on the beach with a parking fee of \$10.00 and general admission fee of \$5.00 per person. After paying for the entertainment and miscellaneous expenses for the festival, all proceeds will be split by the Parks and Recreation Department and the Narragansett Lions Club. The Parks and Recreation Department will direct all revenue into the "Parks and Recreation Trust Account". Proceeds for the Narragansett Lions Club will go towards their charitable contributions account.

Funding is available in the Parks Trust Account #0510 49035 and will be reimbursed with proceeds from the concert and festival activities and sponsors.

**ATTACHMENTS:**

1. Tramps Like Us/Digital Design Services performance contract.

# CONTRACT

Contract - Page 1 of 3

This Agreement made as of January 16, 2020 by and between the parties identified below.

In consideration for the following covenants, conditions, and promises, the Purchaser identified below agrees to hire the below-identified Artist to perform services for an engagement and the Artist agrees to provide such performance services, based upon the following terms and conditions contained in this contract and rider and Purchaser agrees to adhere to the terms and conditions contained herein.

This agreement for performance services is entered into by the musician(s) known as:

**Tramps Like Us**

\_\_\_\_\_  
(now referred to as **ARTIST**)

and employer known as

**Steve Wright – Parks and Recreation Director, Narragansett , RI**

\_\_\_\_\_  
(now referred to as **PURCHASER**)

Purchaser hires Artist and Artist shall perform services based upon the terms and conditions set forth in this contract.

Names of musicians

**Mark Salore**

\_\_\_\_\_  
**Ken Hope**

\_\_\_\_\_  
**Tom LaRocca**

\_\_\_\_\_  
**Marty Matelli**

\_\_\_\_\_  
**Jonathan Sanborn**



**RIDER to Contract dated** January 16, 2020

**Between:** Tramps Like Us and Steve Wright

**Additional Terms and Conditions:**

**Load In** - The load in time to performance area for band and P.A. equipment on the date of performance shall be at: 12:00pm

**Sound Check** - The set up and sound check time with full access to stage and P.A. equipment on the date of performance shall be at: 1:30 PM

**Transcription** - No performance and/or this performance shall not be recorded, video taped, reproduced, transmitted or disseminated in or from the place of engagement in any manner or by any means whatsoever in the absence of specified written agreement with the Artist.

**Insurance** - Purchaser agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of Artist on the premises of Purchaser or at such other location where Purchaser directs Artist to perform. Purchaser agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of Purchaser or Artist while Artist is rendering the contracted services except for claims arising from Artist's willful misconduct or gross negligence.

**Staging & Stage Covering** - Minimum stage dimensions will be no less than 24 feet wide and 16 feet deep on a secure footing. For outside shows, the purchaser will insure that all backline and front of house equipment and instruments are completely covered in event of any unfavorable weather conditions, including and not limited to, hi temperatures and direct sunlight. In the event of inclement weather, if stage and equipment covering are not provided, the Artist can decide to suspend or cancel the performance. Purchaser will pay Artist, the full guaranteed fee.

**Cancellation** - In the event that Purchaser cancels any performance less than Ten (10) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, one-half of the guaranteed fee. In the event that Purchaser cancels any performance less than four (4) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, the full guaranteed fee agreed to be paid for such performance. The agreement that Artist perform is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control. Purchaser will pay Artist in full if for any reason a cancelation is made after the Artist has began its commute to the place of engagement or if the Artist has already arrived to the place of engagement. If either (a) Purchaser cancels at any time prior to six weeks before the date of such performance, or (b) Artist cancels at any time or fails to arrive at the place of engagement, then Artist shall promptly refund the deposit to Purchaser.

**Independent Covenants** - Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independent of any of the other rights and obligations set forth herein.

**Disputes** - In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney's fees and costs by the losing party.

**Power Requirements** - Purchaser shall make arrangements to provide adequate AC power to operate band and PA equipment. **A total of 6 – 20amp** circuits. Two AC power distribution boxes (one on each side of the stage) each containing no less than 4 female Edison outlets, each connected to a twenty amp circuit breaker. These requirements must be met to insure a smooth and proper operation of all equipment and to avoid any power failures or interruptions.

**Front of House PA System** - The PA/Sound system which will be provided by either the Purchaser or Artist as agreed to in page 2 of this contract are to meet the following minimum specs:

- Minimum 24 channel mixing console with standard processing, effects and equalization modules.
- Minimum left + right Line Array Systems speaker system with each side consisting of 4 – 18" sub woofers & 2 Line Array's per side. (*Total amount of speakers to be determined by size of venue*) or Three way tri-amp PA Systems with a minimum of 15,000 watts front of house power and 6,000 watts of stage monitor power.
- A minimum of 4 - 2 way stage floor monitors with 6 independent mix capability.
- A minimum of 14 Shure Beta SM57's or Beta SM58 microphones or equivalent, 6 direct boxes, all cabling and microphone stands.
- Qualified Sound Engineer fully capable of setting up and running the above equipment.
- 1 - Shure QLXD complete system (transmitter and receiver) for saxophone with Shure Beta 98H microphone.
- 3 - Shure PSM 900 Personal in wireless ear monitor system.

**Lighting** - which will be provided by either the Purchaser or Artist must be adequate enough to illuminate entire stage area (Front & Rear) with multiple color light choices and must be equipped and connected to a controller board for full control over lighting. A follow spot is also required with a minimum of a 600 watt light and operator during the show.

**If Purchaser has agreed to provide Front of House, PA/Sound system, a detailed equipment and specification list be supplied to and approved by to the Artist.**

IN WITNESS WHEREOF, the parties hereto have executed this Rider on the date and year first above written.

X \_\_\_\_\_  
Signature of Signatory for Artist

X \_\_\_\_\_  
Signature of Purchaser (or agent thereof)

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 4**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** January 30, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** James R. Tierney, Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**SUBJECT:** Cook Out for VFW Post 2812 at Clarke Center

**RECOMMENDATION:**

That the Town Council approves the request from the Parks and Recreation Department to waive the fee for the use of the Clarke Center on August 8 & 9, 2020 to VFW Post 2812 Kelly Gazzo and Disabled American Veterans.

**SUMMARY:**

VFW and Disabled American Veterans Post 2812 Kelly Gazzo are conducting a fundraiser at the Stop and Shop in Narragansett on August 8 and August 9, 2020. The post will be rotating shifts at Stop and Shop and are looking for a location where volunteers can have a place that is nearby for a rest break, refreshments and a cookout during this two day fundraiser. Parks and Recreation staff will be available to assist in access to the building.

**ATTACHMENTS:**

1. Facility Use Form



# Narragansett Parks & Recreation

## Facility Use Form

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

Organization (If applicable):

VFW / DAV

Contact Person: Robert ARICO Phone: 401-595-2424 Fax: \_\_\_\_\_

Email: rrico151@pp@aol.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: Cook Out Number of Participants: 10-12

Dates: 8 Aug + 9 Aug 2020 Start Time: 0800 AM End Time: 5:00 PM

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

Our organization VFW Post 2812 Kelley GAZZERRA is having a Fund Raiser at Stop + Shop in Narragansett R.I. ON 8 + 9 August 2020. We will be rotating shifts at Stop + Shop. This facility at Parks + Recreation would provide a place for BREAK, refreshments, and cookout. Between shifts,  
Thank You.

### Requested Facility(s)

- Big Sprague Center Clarke Road
- Tennis Building
- Little Sprague
- Christofaro Park
- Boon Street
- George C
- Eastwood Look
- Town Beach
- Other
- Lights will be needed at the facility I am requesting

### Area(s) Requested

- Baseball Field
- Basketball Court
- Lower Soccer Field
- Tennis Court
- Upper Soccer Field
- 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: 0.00

Signature: Robert C. Arico Date: 19 Jan 2020

Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 5**

**Amend No. \_\_\_\_\_**

**Date Prepared:** January 31, 2020  
**Council Meeting Date:** February 18, 2020

---

**TO:** James Tierney, Town Manager

**FROM:** Sean Corrigan, Police Chief

**PREPARED BY:** Susan W. Gallagher, Purchasing Manager

**SUBJECT:** Emergency Generator Repairs and Rental at Public Safety Building

**RECOMMENDATION:**

That the Town Council approves, ratifies and confirms the emergency repairs to the generator and rental of a loaner generator for the Public Safety Building from The Lightship Group, LLC, in the amount of \$4,250.00.

**SUMMARY:**

On January 22, 2020, the generator at the Public Safety Building failed and needed to be repaired. A rental generator was needed while the generator was being repaired off-site (new radiator was needed). The Town Manager approved the emergency work and Purchase Order #20203267 was issued for the rental and repairs.

The Lightship Group, LLC was awarded the bid for Generator Service Contract by the Town Council on April 3, 2017 and this contract was extended for an additional two (2) year period on January 22, 2019.

Funding is available in the Police Department Operating Account #0001511 50506, Equipment Maintenance & Repairs.

**ATTACHMENTS:**

1. Purchase Order 20203267
2. Quotation from the Lightship Group, LLC for generator rental dated January 22, 2020
3. Quotation from the Lightship Group, LLC for repairs dated January 23, 2020.



# Purchase Order

Fiscal Year 2020

Page 1 of 1

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

Purchase Order # **20203267-01**

BILL TO

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

Questions? Call Purchasing (401) 782-0644

Delivery must be made within doors of specified destination.

VENDOR

The Lightship Group, LLC  
PO Box 1470  
Wickford RI 02852

SHIP TO

Police Department  
40 Caswell Street  
Narragansett RI 02882

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
401-294-3341		401-295-5484		20003609			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
01/22/2020	778					Police Department	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Slips And Bills Of Lading						
1	Weekly (7 days) Rental of 100ke Generator to be used while Public Safety Bldg's generator is being repaired.			1.0	EACH	\$1,300.000	\$1,300.00
2	Emergency repairs of radiator on Kohler 100RZG Generator. Quote includes 12 hrs @ \$100/hr, Rebuilt radiator @ \$1500 and Belt Tensioner @ \$250.			2950.0	EACH	\$1.000	\$2,950.00

By Quon W. Gallagher  
Purchasing Manager

VENDOR COPY

Total Ext. Price	\$4,250.00
PO Total	\$4,250.00



The Lightship Group, LLC  
 P.O. Box 1470  
 North Kingstown, Rhode Island 02852  
 (401) 294-3341 Phone  
 (401) 294-3415 Fax

**\*\*\* QUOTE \*\*\***

**Customer:**

Narragansett, Town of  
 Attn: Stacy Croy

Date: January 22, 2020  
 Contact: Stacy Croy  
[scroy@narragansett.ri.gov](mailto:scroy@narragansett.ri.gov)

The Lightship Group, LLC is please to provide you with a quote for Rental of 100ke Generator.

<b><u>Rental:</u></b>	Weekly (7 days)	\$	800.00
<b><u>Hook-up &amp; Haulaway:</u></b>		\$	500.00

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**TOTAL PRICE OF QUOTE** \$ 1,300.00

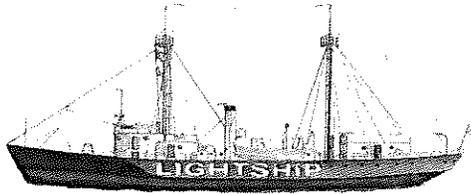
**NOTE**

If our proposal is to your satisfaction, please confirm by providing a Purchase Order at your earliest convenience so that we may proceed accordingly.

If Applicable please provide RI Tax Exempt Certificate

The Lightship Group Accepts the following credit cards for payment with a 3% processing fee.





The Lightship Group, LLC  
 P.O. Box 1470  
 North Kingstown, Rhode Island 02852  
 (401) 294-3341 Phone  
 (401) 294-3415 Fax

**\*\*\* QUOTE \*\*\***

**Customer:**

Narragansett, Town of  
 Attn: Stacy Croy

Date: January 23, 2020  
 Contact: Stacy Croy  
[scroy@narragansett.ri.gov](mailto:scroy@narragansett.ri.gov)

The Lightship Group, LLC is please to provide you with a quote for Repairs on Kohler 100RZG Generator.

**Labor to remove and reinstall radiator**

12.00 Hours @	\$100.00 ST	\$	1,200.00
---------------	-------------	----	----------

**Rebuilt Radiator (SubCotractor)**

\$	1,500.00
----	----------

**Parts:**

Belt Tensioner	\$	250.00
----------------	----	--------

---

<b>TOTAL PRICE OF QUOTE</b>	<b>\$</b>	<b>2,950.00</b>
-----------------------------	-----------	-----------------

**NOTE**

If our proposal is to your satisfaction, please confirm by providing a Purchase Order at your earliest convenience so that we may proceed accordingly.

If Applicable please provide RI Tax Exempt Certificate

The Lightship Group Accepts the following credit cards for payment with a 3% processing fee.



**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 6**

**Amend No. \_\_\_\_\_**

**Date Prepared:** February 3, 2020  
**Council Meeting Date:** February 18, 2020

---

**TO:** James R. Tierney, Town Manager

**FROM:** Theresa C. Donovan, CMC, Town Clerk

**SUBJECT:** Request to Transport a Modular Home through Narragansett  
to 32 Anglers Court, Plat M, Lot 177-17

**RECOMMENDATION:**

That the Town Council grants permission to Kevin Zupkus and Coastal Modular Homes of RI to transport a modular home through Narragansett to 32 Anglers Court, Plat M, Lot 177-17, on or around April 1, 2020, subject to local and state regulations.

**SUMMARY:**

Property owner Kevin Zupkus and Coastal Modular Homes of RI, through David Zoglio, are seeking permission to transport and deliver a modular home to 32 Anglers Court in Narragansett on April 1, 2020. The house will be set the following day, April 2, 2020.

**ATTACHMENTS:**

1. Request letter with map of route
2. Building Permit

'20 FEB 5 AM 11:01

Kevin Zupkus  
190 Bronson Drive  
Middlebury, CT. 06762  
k.zupkus@snet.net  
203-592-4064 (Cell)

February 3, 2020

Ms. Theresa Donovan  
Town Clerk  
Town of Narragansett  
25 Fifth Avenue  
Narragansett, RI 02882

RE: 32 Anglers Court, Assessor's Plat M, Lot 177-17

Dear Ms. Theresa Donovan

I am asking for approval to move a modular home on four carriers through town on April 1, 2020 via the map route attached (pdf file in email also sent via mail) The house will be set on the following day April 2, 2020 at 32 Anglers Court.

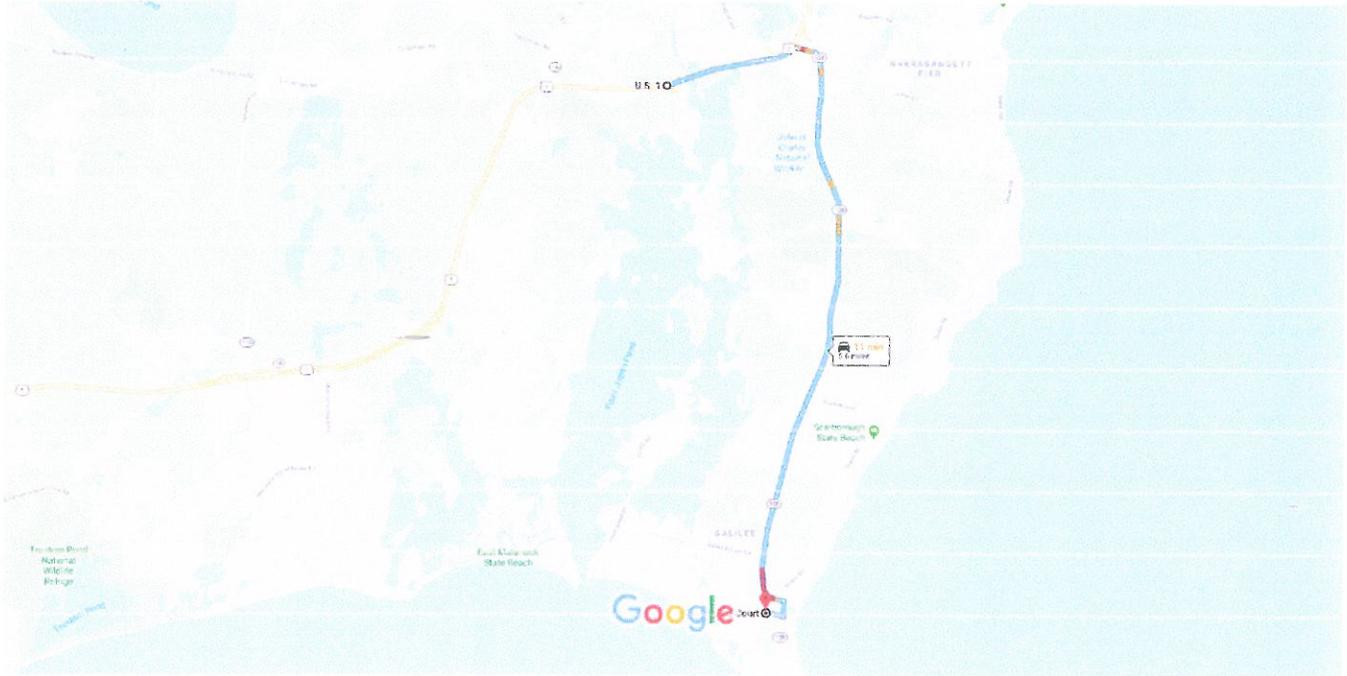
Sincerely,

  
Kevin Zupkus



US-1, South Kingstown, RI 02879 to 32 Anglers Ct, Narragansett, RI 02882

Drive 5.6 miles, 11 min



Map data ©2020 2000 ft

via RI-108 S

11 min

Fastest route, despite the usual traffic

5.6 miles

Explore 32 Anglers Ct

Restaurants Hotels Gas stations Parking Lots More

**Building Permit**

**B-19-961**

Status: Active

Submitted: Oct 17, 2019

**Applicant**

David Zoglio  
4015565698  
dave@coastalmod.com

**Location**

32 ANGLERS COURT  
NARRAGANSETT, RI 02882

**Building Permit General Information**

**Job Number/Name** (applicants may utilize this optional field to label this application with their own identifier)

41858 M-177-17

**Type of Improvement**

New Structure

**Structure Type** (for ADA fees)

One or Two Family Dwelling Unit

**Commercial or Residential?**

Residential

**Living Space** (square feet)

3383

**Will building contain dwelling units?**

Yes

**Description of Work**

Demo existing home and construct new 4 bed modular home on existing foundation

**Estimated cost of Labor and Materials**

100000

**Is there a business at this property?**

No

**Are you adding or modifying fire alarms, sprinklers, or any other equipments/materials related to fire safety?**

No

**Ownership**

Private (Taxable)

**Principal Type of Construction**

5B

**Zoning District**

R 10

**Rehab Code?**

No

**Code Edition**

SBC-2 2013 1 & 2 Family Dwelling

**Sewage Disposal**

Public

**Water Supply**

Public

**After successful inspection(s), will this permit produce a Certificate of Occupancy or Letter of Completion?**

Certificate of Occupancy

**Who is submitting this application?**

General Contractor

**General Contractor Affidavit**

By checking this box as the General Contractor and typing my name, I intend to electronically affix my signature, indicating that I have read, understand and affirm this attestation.

true

Typed name of person making attestation (Please also check the box in the next section to enter your credentials)

David Zoglio

**General Contractor (registered with the RI Contractors Registration and Licensing Board)**

<b>GC Name</b> DAVID A ZOGLIO	<b>GC Address</b> 532 BIG WATER RD WAKEFIELD RI 02879
<b>GC Phone #</b> (401) 792-9159	<b>GC Email Address</b> dave@coastalmod.com
<b>GC Company Name</b> COASTAL MODULAR HOMES OF RI	<b>GC License/Registration Number</b> 43313
<b>GC License/Registration Category</b> Residential	<b>GC License/Registration Description</b> General Contractor
<b>GC License/Registration Active</b> 1	<b>GC License/Registration Issue Date</b> 09/10/2019
<b>GC License/Registration Expiration Date</b> 09/01/2021	

**Architect/Engineer Details (if applicable)**

Check here to search for and select the registered professional that will serve as Architect/Engineer for this project

--

**Asbestos/Lead/Radon Contractor Details (if applicable)**

Check here to search for and select the registered Asbestos/Lead/Radon professional for this project

--

**Use of Structure**

**RESIDENTIAL Proposed Use**

1&2 Family Detached

If Other or Mixed/Multiple Uses, Please Specifiy:

--

**NON-RESIDENTIAL Proposed Use**

--

Check here if there is a change of use

--

**Use and Maximum Load of Each Floor**

**Residential Building Information**

**Single Family or Multi-Family?**

Single Family

**Total Number of Half Bathrooms**

0

**Total Number of Full Bathrooms**

3

**Total Number of Bedrooms**

4

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC:** 7

**Amend No.** \_\_\_\_\_

**Date Prepared:** February 7, 2020  
**Council Meeting Date:** February 18, 2020

---

**TO:** James R. Tierney, Town Manager

**FROM:** Theresa C. Donovan, CMC, Town Clerk

**SUBJECT:** Request to Transport a Modular Home through Narragansett  
to 16 North View Road, Plat Y-1, Lot 211

**RECOMMENDATION:**

That the Town Council grants permission to David Avedisian and Coastal Modular Homes of RI to transport a modular home through Narragansett to 16 North View Road, Plat Y-1, Lot 211, on or around April 1, 2020, subject to local and state regulations.

**SUMMARY:**

Property owner David Avedisian and Coastal Modular Homes of RI, through David A. Zoglio, are seeking permission to transport and deliver a modular home to 16 North View Road in Narragansett on April 1, 2020. The house will be set the following day, April 2, 2020.

**ATTACHMENTS:**

1. Request letter with map of route
2. Building Permit

David Avedisian  
87 Woodward Ave  
Narragansett RI 02882  
401-862-9708

February 2, 2020

Mrs. Donovan  
Town Clerk  
Town Of Narragansett  
25 Fifth Ave  
Narragansett RI 02882

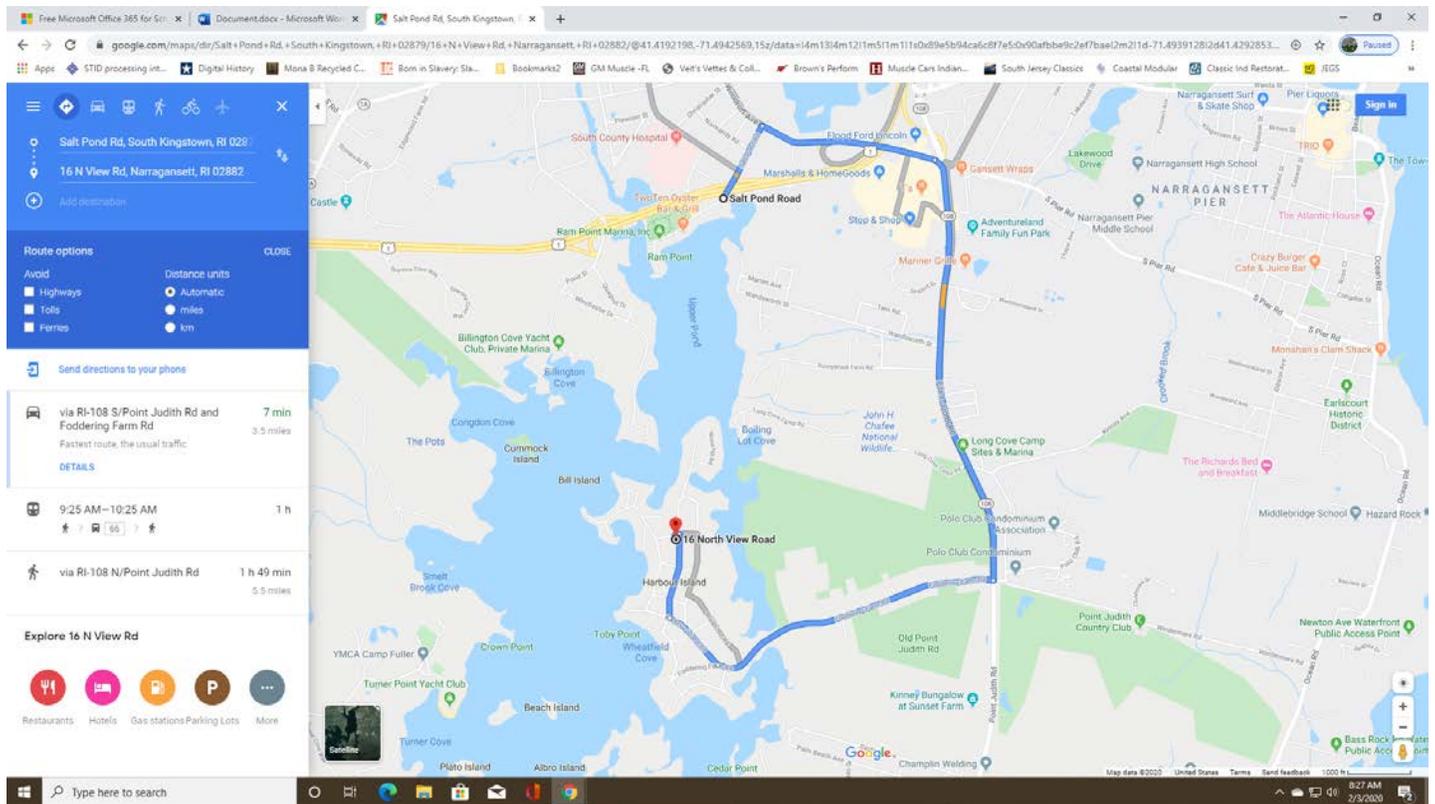
RE: 16 North View Road, Assessor's Plat Y-1 Lot 211

Dear Mrs. Donovan:

I am asking for approval to move a modular home on two carriers through town on April 1, 2020 via map route below. The House will be set the following day, April 2, 2020 at 16 North View Road.

Sincerely,

David Avedisian





# BUILDING PERMIT

PERMIT #: **B-19-745**  
PROJECT #:  
PROJECT NAME:  
PROJECT COST: **275000**

THIS IS TO CERTIFY THAT RI CONTRACTOR	NAME: <b>DAVID A ZOGLIO</b> COMPANY: <b>COASTAL MODULAR HOMES OF RI</b> ADDRESS: <b>532 BIG WATER RD WAKEFIELD RI 02879</b> IF PROPERTY OWNER, INDICATE HERE: <b>No, a general contractor will be hired</b>	REGISTRATION/LICENSE INFO: LICENSE TYPE: <b>General Contractor</b> BCRB: <b>43313</b>
IS PERMITTED TO PERFORM THE FOLLOWING SCOPE OF WORK	<b>construct new 4 bed single family dwelling at 18 North View Road modular home</b>	
ADDITIONAL REMARKS		
AT SITE LOCATION	ADDRESS: <b>16 NORTH VIEW ROAD</b> <b>NARRAGANSETT, RI 02882</b>	PLAT/MAP - LOT/BLOCK - FILE/PARCEL: <b>Y-1-211</b> AREA: <b>0.21</b> ZONING: <b>R-20</b> BUILDING CLASSIFICATION: USE/OCCUPANCY:
OWNER/AGENCY	NAME: <b>AVEDISIAN, DAVID</b> ADDRESS: <b>87 WOODWARD AVENUE</b> <b>NARRAGANSETT, RI</b>	

provided that the person accepting this Permit shall in every respect confirm to the terms of the application on file in this office and to the provisions of the Statutes and Ordinances relating to the Zoning, Construction, Alteration, and Maintenance of Buildings in the municipality and shall begin work on said building by (within SIX MONTHS from the date of issuance of this permit) hereof and prosecute the work thereon to a speedy Completion.

Any person who shall violate any of the Statutes and Ordinances relating to Zoning, Construction, Alteration, and Maintenance in the municipality shall be punished by penalties imposed by the State Building Code and Local Zoning Ordinances.

Anthony L. Santilli Jr.  
BUILDING/ZONING OFFICIAL  
DATE: February 05, 2020

Work shall not proceed until the inspector has approved the various stages of construction.

This is an e-permit. To learn more, scan this barcode or visit [narragansettri.viewpointcloud.com/#!/records/20377](http://narragansettri.viewpointcloud.com/#!/records/20377)



**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 8**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** February 4, 2020  
**Council Meeting Date:** February 18, 2020

---

**TO:** James Tierney, Town Manager  
**FROM:** Jonathan Gerhard, P.E., Town Engineer  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Master Meter Chamber Access Modification for Water Division

**RECOMMENDATION:**

That the Town Council approves modifications to the existing Water Division master meter chamber at the North Kingstown wholesale purchase connection on Boston Neck Road by George Sherman Sand & Gravel Co., Inc. in the amount of \$9,100.00.

**SUMMARY:**

Water Division personnel must periodically enter below-grade master meter chambers to perform water system operation, inspection and maintenance activities. The opening in the top slab of the meter chamber at the North Kingstown purchase connection on Boston Neck Road is 24" diameter, which constricts personnel entry and compromises safe access to the below-grade confined space. The Water Division obtained the attached proposal in the amount of \$9,100.00 from Sherman to enlarge the access opening to improve accessibility and safety for this facility.

George Sherman Sand & Gravel, Co., Inc., holds the Miscellaneous Repair and Construction Contract for utility and general site work, which includes installing new water services. The most recent contract extension with Sherman was approved by the Town Council on January 6, 2020 (valid through December 18, 2020). The current Town Council policy on these contracts requires Town Council approval for all work orders that exceed \$4,000.00.

Funding is available in the Water Enterprise Fund Operating Account, 0030 50656, Master Meter Replacement.

**ATTACHMENTS:**

1. George Sherman Sand & Gravel, Co., Inc. Proposal dated January 27, 2020
2. Aluminum hatch manufacturer's detail drawing.

GEORGE SHERMAN SAND & GRAVEL CO., INC.

881 Curtis Corner Road

Wakefield, RI 02879

401-789-6304 FAX 401-789-8140

Email – [GSherman-sg@verizon.net](mailto:GSherman-sg@verizon.net)

## PROPOSAL

January 27, 2020

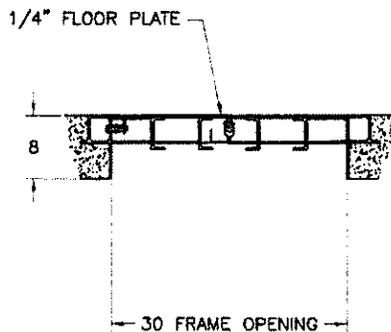
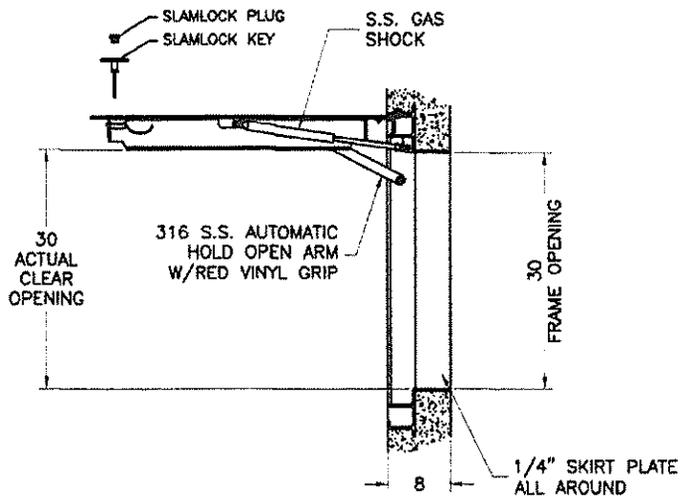
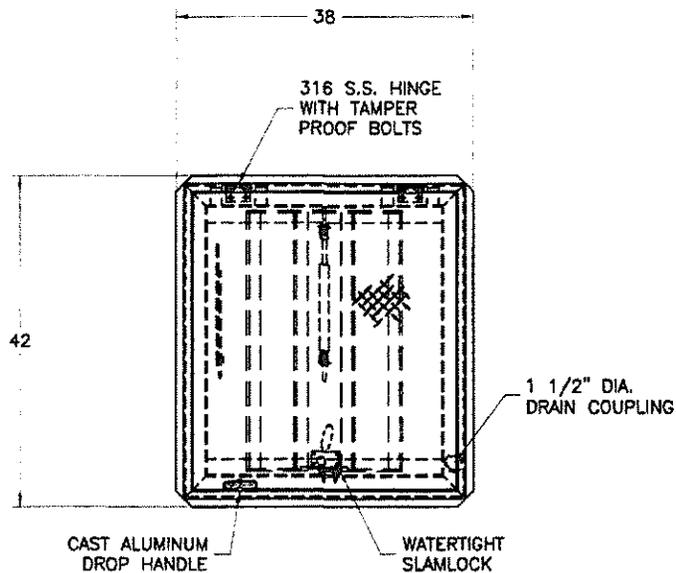
Town of Narragansett Water

North End Meter Pit – Modify access for safety:

Saw cut top of tank, anchoring to prevent concrete from falling inside tank, install precast concrete 4'x 4' riser, 30" in height with steps and a 30"x 30" hatch encased in the top, the hatch is aluminum H-20, with lock. A 3" hole in riser for sump pump piping and attach riser to the existing concrete tank.

Excavate and place recycled asphalt for parking area.

Price \$9100.00



**SELECTED FEATURES**

1. S.S GAS SHOCKS
2. SLAMLOCK
3. SKIRT FOR 8" DEEP SLAB
4. BITUMINOUS COATING

**NOTES**

1. MATERIAL: ALUMINUM
2. FINISH: MILL
3. LOADING: DESIGNED FOR AASHTO H-20 WHEEL LOADS WITH MAX DEFL OF 1/150 OF THE SPAN DESIGNED FOR OCCASIONAL TRAFFIC ONLY.
4. 316 SS NUTS & BOLTS
5. AREA OF FRAME IN CONTACT WITH CONCRETE TO BE PAINTED WITH BITUMINOUS COATING
6. APPROX HATCH WT: 131.53 LBS

**ODOR REDUCTION GASKET/CUSHION**



1/4" EXTRUDED TROUGH SECTION W/INTEGRAL CONT. ANCHOR FLANGE & GROOVE FOR GASKET/CUSHION  
 FRAME MAT'L: ALUMINUM 6063-T5

**FRAME DETAIL**

**NOTE:**  
 AS AN AUTOMATED DRAWING, THE DESIGN HAS NOT BEEN REVIEWED BY USFF ENGINEERING AND IS THEREFORE TO BE USED FOR REFERENCE ONLY. USFF RESERVES THE RIGHT TO ADJUST DIMENSIONS TO INSURE ADHERENCE TO CUSTOMER REQUIREMENTS AND PROPER OPERATION OF THE PRODUCT.

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INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5M

BREAK ALL SHARP CORNERS & EDGES TO 0.01

**TOLERANCES UNLESS OTHERWISE SPECIFIED FRACTIONAL**

INCHES = ± 1/16  
 1/16 = ± 1/32  
 1/32 = ± 1/64

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**U.S.F. FABRICATION INC.**

HIALEAH, FL

**HATCH THS 30 X 30 ALUM**

OWN. BY:	BOB	SCALE:	1:24	SHEET:	1 OF 1	DATE:	11/01/18
CHK. BY:	BOB	DWG #	1000112476	SHEET SIZE:	A	REV:	0

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 9**

**Amend No. \_\_\_\_\_**

**Date Prepared:** February 4, 2020  
**Council Meeting Date:** February 18, 2020

---

**TO:** James Tierney, Town Manager  
**FROM:** Daniel Holland, Information Technology Manager  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Award of bid - Security System Program & Design Services

**RECOMMENDATION:**

That the Town Council awards the bid for Security System Program and Design Services to Grist Security Consulting, Inc. at their quoted hourly rates for a one-year period, ending February 18, 2021.

**SUMMARY:**

The Town currently owns, operates, and maintains security system components, including door access controls, electronic gates/key fobs, CCTV, and alarms, at many Town buildings and properties. In order to maintain all of this equipment, we solicit two separate bids. This bid is for the Program and Design Services component and the other bid is for the Maintenance and Improvement Services (the actual installation and repair of the hardware and software).

This bid includes hourly rates for various trades needed for the program and design of the security systems. This RFP was qualification-based with seventy-five (75) percent assigned to firm experience and qualifications, and twenty-five (25) percent assigned to pricing. The contract period is February 19, 2020 – February 18, 2021.

The request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Four (4) vendors were solicited and six (6) responded. The attached spreadsheet lists the results from the solicitation.

After review of the proposals by the Information Technology, Community Development, and Parks and Recreation/Beach departments, it is our recommendation to award the contract to Grist Security Consulting, Inc. Grist scored the highest and had the lowest hourly rates. There is no fixed contract value for this award; this service contract will be used on an “as-need” basis for system maintenance and upgrades, emergency repairs, and design of system improvements. Any single project with a value that exceeds \$4,000.00 will require Town Council approval.

Funding is available in each department’s respective operating or capital projects account.

**ATTACHMENTS:**

1. October 23, 2019 solicitation spreadsheet for bid opening.

Town of Narragansett, RI  
 Security System Program and Design Services, B20009  
 All Departments

Bid Opening - Wednesday, October 23, 2019 - 11:00 am

Qualifications Based Selection Process (price worth maximum of 25 points)

Item	Vendor 1 Good Harbor Techmark Prices	Vendor 2 Iparametrics, LLC Prices	Vendor 3 Wynne & Associates, Inc. Prices	Vendor 4 Convergent Tech. Design Group, Inc. Prices	Vendor 5 Grist Security Consulting, Inc. Prices
<b>1. Regular Service -</b>					
a. Principal - per hour	\$110.00	\$195.00	\$90.00	\$196.00	\$90.00
b. Project Manager - per hour	\$110.00	\$175.00	\$90.00	\$165.00	\$75.00
c. Security Consultant - per hour	\$60.00	\$150.00	\$90.00	\$146.00	\$75.00
d. - per hour	See bid for	See bid for	See bid for	See bid for	See bid for
e. - per hour	others	others	others	others	others
f. - per hour					
<b>2. Response Time for regular hours:</b>					
	Same business day	Within 24 hours	24 hours	immediate	Within 2 hours
Sg B20009					



**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC:** 10  
**Amend No.** \_\_\_\_\_

**Date Prepared:** February 6, 2020  
**Council Meeting Date:** February 18, 2020

---

**TO:** Honorable Town Council  
**FROM:** Sean Corrigan, Police Chief  
**SUBJECT:** Parking – Algonquin Road

**RECOMMENDATION:**

That the Town Council READ, PASS, and ADOPT as a second reading a resolution amending the Official List of Parking Restrictions and Regulations in the Town of Narragansett in accordance with the Narragansett Code of Ordinances to restrict parking on Algonquin Road.

**SUMMARY:**

The Vice President of the Shore Club complained to the Town Manager's office of a traffic safety concern on Algonquin Road. The complainant stated that at the top of Algonquin Road near Boston Neck Road there are a number of rental houses and the residents park on both sides of Algonquin Road. The complainant contended that these parking patterns make it difficult for vehicles, including emergency vehicles, coming in and out of Algonquin Road to safely navigate the roadway. The complaint was forwarded to the Narragansett Police Department and subsequently assigned to the NPD Traffic Safety Workgroup to study the issue. The workgroup concurred with the complainant and recommended a parking restriction be put in place for the south side of Algonquin Road from Boston Neck Road to 100 Algonquin Road (see attached map with restriction area highlighted). The complainant was given a parking petition form in order to provide the Town Council with feedback on community support for a parking restriction on one side of the road. The complainant obtained (27) twenty-seven signatures from residences of the Shore Club properties (see attached).

As in accordance to Chapter 74 Traffic and Vehicles, Sec. 74-35. - Specific streets parking regulations, subsection (b), all amendments to the list of parking restrictions and regulations on specific streets shall be made by resolution of the town council; provided, however, that no such resolution shall be adopted at the meeting at which it is introduced but shall, rather, be referred to a subsequent regular or special meeting at least seven days thereafter for a vote.

This proposed resolution was introduced, read and passed as a first reading by the Town Council on February 3, 2020.

**ATTACHMENTS:**

1. Proposed Resolution
2. Map of proposed restriction on Algonquin Road
3. Parking Petition for Algonquin Road

**A RESOLUTION AMENDING THE OFFICIAL LIST OF PARKING RESTRICTIONS  
AND REGULATIONS IN THE TOWN OF NARRAGANSETT  
IN ACCORDANCE WITH THE NARRAGANSETT CODE OF ORDINANCES**

WHEREAS, Chapter 74, Article II, Section 74-35 of the Code of Ordinances of the Town of Narragansett, provides a procedure to amend the parking restrictions and regulations on specific streets in the Town of Narragansett; and

WHEREAS, the Town Staff has recommended, in accordance with Section 74-35, that the parking restrictions be regulated for Algonquin Road;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Narragansett that the parking restrictions and regulations on specific streets as required by Section 74-35 are hereby amended as follows for the road listed below:

Algonquin Road          No Parking on the south side from Boston Neck Road to 100 Algonquin Road.

First reading, read and passed in the Town Council meeting legally assembled the 3<sup>rd</sup> day of February 2020.

Second reading, read, passed and adopted in the Town Council meeting legally assembled the      day of February 2020.

ATTEST:

TOWN OF NARRAGANSETT

Theresa C. Donovan, CMC  
Town Clerk

Matthew M. Mannix  
Town Council President



Catarina's Italian Village

Bayscape Landscaping & Nursery

Infinitickets.Com

Kley's Homemade Ice Cream

Select a location

PETITION TO THE NARRAGANSETT TOWN COUNCIL

We, the undersigned Narragansett residents, petition the Town Council to amend the "Ordinance in Regard to Parking Restrictions on Public Highways in The Town of Narragansett", specifically Section 11, and impose parking restrictions on Algonquin Road. (Parking prohibited on the south side from Boston Neck Road to the Shore Club at 100 Algonquin Road)

PRINTED NAME	SIGNATURE	STREET ADDRESS
Jay Dedrick		100 Algonquin Rd #12
Todd Fusco		100 Algonquin Rd #13
Bob Gunning		100 Algonquin Rd #9
Joe Lauducci		100 Algonquin Rd #14
Lisa Lauducci		100 Algonquin Rd #14
Wendy Fagan		" #30
KEVIN HORAN		" #30
Nancy Ryan		" #18
Ward Barry		" #18
MARY VERSTECK		" #19
Karen Barber		" #19
Karen Harton		100 Algonquin Rd. #23
P. MORSE		#27
Tom Cauchon		#18
Joe Sincera		100 Algonquin rd #2
Jacklyn Dedrick		100 Algonquin Rd. Unit 12
Dawn Fusco		100 Algonquin Rd Unit #13
Maureen Collins		100 Algonquin Rd Unit 26
Angelo Collins		100 Algonquin Rd Unit 26
Mark Conner		100 Algonquin unit 32
Karen Conner		100 Algonquin unit 32
ERICK ZOESCH		100 Algonquin unit 28
Sara Mattis		100 Algonquin unit 28
CLARE A. JENNINGS		100 Algonquin Unit #17
JAMES COGAN		100 Algonquin unit #17
Patrick Dwyer		100 Algonquin unit #18
Carrie Bokar		100 Algonquin #29

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 11**

**Amend No. \_\_\_\_\_**

**Date Prepared:** January 28, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** James Tierney, Town Manager  
**FROM:** Sean Corrigan, Police Chief  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Purchase of Motorola Portable Radios & Batteries

**RECOMMENDATION:**

That the Town Council approves the purchase of five (5) new Motorola portable radios and fifteen (15) radio batteries for the Police Department from Motorola Solutions, in the amount of \$15,702.30.

**SUMMARY:**

The new portable police radios are necessary as older model portable radios are being discontinued and will no longer be supported by Motorola as of 2019. The batteries are needed for the new radios and as backup stock for other radios.

The Police Department is budgeted to annually replace old radios and batteries.

The Town will be purchasing these items pursuant to the State of Rhode Island Master Price Agreement (MPA) #395. The original bid award was by the State of Rhode Island, Office of Purchasing.

Funding is available in the Police Administration Capital Projects Account # 00200190 57071, Equipment Replacement.

**ATTACHMENTS:**

1. Quotes #496338 (for one radio) & 496339 from Motorola Solutions dated Jan. 6, 2020.



**MOTOROLA SOLUTIONS**

Quote Number: QU0000496338

Effective: 06 JAN 2020

Effective To: 05 FEB 2020

**Bill-To:**

NARRAGANSETT POLICE DEPT, TOWN OF  
25 FIFTH AVE  
NARRAGANSETT, RI 02882  
United States

**Attention:**

Name: Chief Corrigan  
Email: corrigan@narragansettri.gov

**Sales Contact:**

Name: Jon Lamoureux  
Email: Jon.Lamoureux@motorolasolutions.com  
Phone: 16176992749

Contract Number: NASPO ValuePoint  
Freight terms: FOB Destination  
Payment terms: CREDIT CARD PAY METHOD

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORTABLE	\$1,963.00	\$1,432.99	\$1,432.99
1a	1	QA04865AA	ADD: TWO KNOB CONFIGURATION	-	-	-
1b	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.65	\$3.65
1c	1	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570.00	\$1,146.10	\$1,146.10
1d	1	H885BK	ADD: 3Y ESSENTIAL SERVICE	\$90.00	\$90.00	\$90.00
<del>2</del>	<del>1</del>	<del>NNTN8120BK</del>	<del>BATT IMPRES LHON 2009T</del>	<del>\$117.00</del>	<del>\$85.41</del>	<del>\$85.41</del>
3	1	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$76.00	\$55.48	\$55.48
4	1	NMN6271A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION	\$325.00	\$237.25	\$237.25

**Total Quote in USD**

~~\$3,050.38~~  
#2,965.47  
X5

1. Terms subject to ITT57 as modified by the clarifications and terms/conditions. For a full list of terms/conditions please contact you Motorola representative.

2. PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

3. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.



**MOTOROLA SOLUTIONS**

Quote Number: QU0000496339

Effective: 06 JAN 2020

Effective To: 05 FEB 2020

**Bill-To:**

NARRAGANSETT POLICE DEPT, TOWN OF  
25 FIFTH AVE  
NARRAGANSETT, RI 02882  
United States

**Attention:**

**Name:** Chief Corrigan  
**Email:** corrigan@narragansettri.gov

**Sales Contact:**

**Name:** Jon Lamoureux  
**Email:** Jon.Lamoureux@motorolasolutions.com  
**Phone:** 16176992749

**Contract Number:** NASPO ValuePoint  
**Freight terms:** FOB Destination  
**Payment terms:** CREDIT CARD PAY METHOD

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	15	PMNN4454AR	BATT LIION IP54 2750T	\$94.00	\$58.33	\$874.95

**Total Quote in USD** **\$874.95**

**THIS QUOTE IS BASED ON THE FOLLOWING:**

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 12**

**Amend No. \_\_\_\_\_**

**Date Prepared:** February 4, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** James Tierney, Town Manager

**FROM:** Michael DiCicco, Director of Public Works  
David Ousterhout, Towers Committee Chair

**PREPARED BY:** Susan W. Gallagher, Purchasing Manager

**SUBJECT:** Building Improvements at the Towers

**RECOMMENDATION:**

That the Town Council waives its current policy and authorizes the use of the Building Renovation, Restoration, and Reconstruction Services Contract with Abcore Restoration Company, Inc. to complete building improvements at the Towers, in the amount of \$74,280.00.

**SUMMARY:**

The Towers Committee has identified a number of improvements related to entrance and egress from the facility including: protection of the balcony doors during severe weather events, installation of additional handrails, improved lighting, finished floors, walls and ceilings in the east tower stairway and a new ceiling and lighting in the west tower first floor lobby. Additional details are provided in the attached estimate dated December 16, 2019 from Abcore Restoration Company, Inc. The Towers Committee reviewed and approved the attached scope of work and cost estimate at their January 28, 2020 meeting.

In accordance with the 2019-2022 Towers Management & Operations Plan presented to the Town Council, the Towers Committee must receive Town Council approval for all major capital improvement work.

In accordance with the Town Council's policy, this contract may be used with Council approval for work up to \$50,000 in value. As the proposed project cost exceeds \$50,000, the Town Council will need to waive that policy. Abcore is currently under contract with the Town (Town Council approved the contract extension on October 7, 2019) for Building Renovation, Restoration, and Reconstruction Services.

Funding is available in the Towers Capital Projects Account # 0504 50704, Other Capital Improvement.

**ATTACHMENTS:**

1. Abcore Restoration Company, Inc., estimate dated December 16, 2019
2. Town Council Agenda Item (October 7, 2019) for contract extension with Abcore.

Phone (401) 952-5857  
 Fax (401) 782-2578

abcore@cox.net  
 www.abcorerestoration.com

ABCORE RESTORATION  
 COMPANY, INC.

2 SECLUDED DRIVE  
 NARRAGANSETT, RI  
 02882

# Estimate

Date	Estimate #
12/16/2019	10

Name / Address		Project
Town of Narragansett 25 Fifth Avenue Narragansett, RI 02882		Exit Enhancement
Description	Qty	Total
Narragansett Towers		
West lobby first floor Remove drop ceiling enclosure and obsolete boiler ductwork New ceiling with additional lighting		3,960.00
Main entrance brass rail per code		3,180.00
West doorway light fixture exterior		240.00
Emergency exit enhancement East tower: Railing Steel rail exterior wall first - third floor Includes custom radiused fabrication and installation		9,810.00
Lighting: Two fixtures, three levels, six total with three-way switching		1,420.00
Treads: Apply non-skid aggregate		1,840.00
Exit Doorway: Remove 28" doorway, enlarge masonry opening Rebuild masonry opening to accommodate new doorway with steel lintel Install 36" doorway Includes all necessary shoring and temporary support Masonry and door installation panel hardware and closer		22,860.00
Ceilings: First and Second Floor Levels Includes all necessary framing and plastering		6,640.00
Flooring: Install rubber flooring first and second floor levels		6,480.00
Balcony Doors: Roll shutters at the three double french doors Aluminum automated Custom color		17,850.00
<b>Total</b>		<b>\$74,280.00</b>

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

CC: 20  
Amend No. \_\_\_\_\_

Date Prepared: September 19, 2019  
Council Meeting Date: October 7, 2019

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**TO:** James Tierney, Town Manager  
**FROM:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Contract Extension – Building Renovation, Restoration, and Reconstruction Services

**RECOMMENDATION:**

That the Town Council approves a one-year contract extension for Building Renovation, Restoration, and Reconstruction Services with Abcore Restoration Company, Inc. at the revised bid prices (hourly rates) to comply with State Prevailing Wages, under the same terms and conditions as the original bid.

**SUMMARY:**

This contract covers specialty projects and buildings of historical or other noteworthy significance (like the Towers) at a flat rate per hour and at a maximum defined mark-up for parts and materials throughout the duration of the contract. The time period of this extension is May 21, 2019 – May 20, 2020. All projects initiated under this contract with a value exceeding \$4,000.00 require prior Town Council authorization. In addition, work under this contract will be limited to a value of less than \$50,000.00 unless further Town Council approval has been granted.

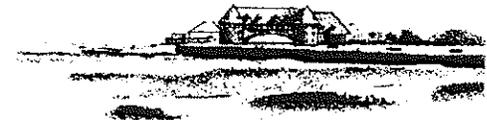
Town Council awarded the original bid to Abcore Restoration Company, Inc. on May 21, 2018. The vendor has offered to extend their contract under the same terms and conditions for a one-year period. Please see the attached spreadsheet showing the original bid results.

Abcore's hourly rates for Carpentry, Painting, Flooring, Roofing, and Masonry must be increased to meet the State of RI's prevailing wage requirements, revised as of September 6, 2019. These revised rates are noted on the attached contract extension letter.

Funding is available in the respective departmental operating account for building maintenance and repair or in the appropriate capital projects account.

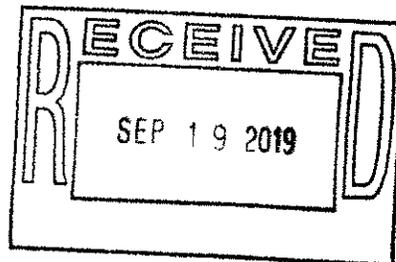
**ATTACHMENTS:**

1. September 9, 2019 letter of extension, signed by Abcore
2. April 27, 2018 solicitation spreadsheet for bid opening.



Town of Narragansett

Finance Department • 25 Fifth Avenue • Narragansett, RI 02882-3699  
Tel. (401) 782-0644 TDD (401) 782-0610 Fax (401) 788-2555



September 9, 2019

Abcore Restoration Company, Inc.  
Attention: Keith Lescarbeau, President/Owner  
2 Secluded Drive  
Narragansett, RI 02882

RE: Bid Extension – Building Renovation, Restoration, and Reconstruction Services

Dear Keith:

The Narragansett Town Council awarded the original referenced bid on May 21, 2018 for a one-year period, ending May 20, 2019. In the contract documents, there is an option to renew the bid annually upon agreement between the vendor and the Town. This optional one-year extension will be from May 21, 2019 through May 20, 2020 with slight increases in the hourly rates to meet the State Prevailing Wages (see below\*) and at the same contract terms. This extension requires both your agreement and ours.

The Town of Narragansett would like to extend this contract for one year, pending Town Council approval and receipt of your renewed Cert. of Insurance. Please indicate below with your signature as to whether you are in agreement with or would like to decline this extension. After you have indicated your choice, please return this letter to me.

Thank you for your cooperation in this matter.

Keith Lescarbeau  
(Company Name)

hereby agrees to an extension of the contract for the period through May 20, 2020.

ABCORE Restoration Co INC  
(Signature)

9/16/19  
(Date)

Or

\_\_\_\_\_  
(Company Name)

hereby declines an extension of the contract for the period through May 20, 2020.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\*\*New rates through May 20, 2020 to meet prevailing wages:

- Carpentry - \$65.58
- Painting - \$56.42
- Flooring - \$65.58
- Roofing - \$64.21
- Masonry - \$68.00

Sincerely,

A handwritten signature in black ink that reads "Susan W. Gallagher". The signature is written in a cursive style with a large, looping initial 'S'.

Susan W. Gallagher, MBA  
Purchasing Manager

SG/L20008

Town of Narragansett, RI  
 Building Renovation, Restoration, & Reconstruction Services, B18031  
 All Departments

Bid Opening - Friday, April 27, 2018 - 11:00 am

	Vendor 1	Vendor 2
	Martone	Abcore
	Service Co., Inc.	Restoration Co., Inc.
	Price	Price
<b>1. Regular Service - 10 day response</b>		
a. Carpentry - per hour	\$73.00	\$62.43
b. Painting - per hour	\$68.00	\$53.17
c. Flooring - per hour	\$73.00	62.43
d. Roofing - per hour	\$70.00	\$59.87
e. Masonry - per hour	\$70.00	\$52.70
<b>2. Emergency Serv/Reg hours</b>		
a. Carpentry - per hour	\$73.00	\$62.43
b. Painting - per hour	\$68.00	\$53.17
c. Flooring - per hour	\$73.00	62.43
d. Roofing - per hour	\$70.00	\$59.87
e. Masonry - per hour	\$70.00	\$52.70
Response Time	2-4 hours	1 hour
<b>3. Emergency Serv/Nights/Week/Hol</b>		
a. Carpentry - per hour	\$105.00	\$62.43
b. Painting - per hour	\$101.00	\$53.17
c. Flooring - per hour	\$103.00	62.43
d. Roofing - per hour	\$105.00	\$59.87
e. Masonry - per hour	\$103.00	\$52.70
Response Time	2-4 hours	1 hour
<b>4. Mark-up for parts &amp; materials (%)</b>	8%	0.0%
<b>5. Mark-up for equipment (%)</b>	7%	0.0%

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 13**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** February 4, 2020  
**Council Meeting Date:** February 18, 2020

---

**TO:** James Tierney, Town Manager  
**FROM:** Jonathan Gerhard, P.E., Town Engineer  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Sewer Inspection Software & Data Conversion for Wastewater Division

**RECOMMENDATION:**

That the Town Council approves the Purchase of Sewer Pipeline Inspection Data Conversion and Annual Software License for the Wastewater Division from WinCan LLC in the amount of \$13,218.00.

**SUMMARY:**

The Wastewater Division has a database of inspections performed on the Town's gravity sewers. Wastewater and Engineering Division staff periodically need to access the inspection data, which includes detailed information on the condition of the inspected sewers and records of the inspections. The existing WinCan database is not compatible with current computer operating systems and must be maintained on an antiquated computer station that no longer has software support. The host computer is a stand-alone unit that cannot be connected to the Town network due to the operating system incompatibility. This isolation limits the ability of staff to access data and reproduce inspection information when necessary, and prevents the data from being backed on the Town's servers. The database must be converted for compatibility with current computer systems so that we can utilize the inspection data more efficiently and maintain necessary backup and security features. The IT Department obtained the attached quote from the WinCan to convert the data to the current software format and secure a network license to utilize the software.

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

Funding is available in the Wastewater Enterprise Fund Operating Account #0032 50320, PC Software/Programs.

**ATTACHMENTS:**

1. WinCan Quote E181218888 dated 01/14/2020.



# WinCan

# Software Quote

WinCan LLC.  
 300 Cedar Ridge Dr.  
 Suite 308  
 Pittsburgh, PA 15205  
 Office Phone: (412)489-6229  
 sales.us@wincan.com

Software Quote Number: E181218888  
 Software Quote Date: 01/14/2020  
 Payment Terms: Due On Receipt  
 Software Quote Amount: 13,218.00  
 Created By: Tim Mallon

**Bill To**  
 Town of Narragansett  
 25 Fifth Ave  
 Narragansett, RI 02882  
 dholland@narragansettri.gov

**Ship To**  
 Town of Narragansett  
 25 Fifth Ave  
 Narragansett, RI 02882  
 dholland@narragansettri.gov

Item #	Item Name	Quantity	Unit Price	Total
VX-OFFICE-3-NET-SUB	ANNUAL 3 User WinCan VX Office Network License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	1.00	3,268.00	3,268.00
1121	Data Conversion Estimated Cost for Data Conversion from V7 to VX *need to review V7 Data	1.00	9,950.00	9,950.00

Total Quantity: 2.00

Subtotal: \$ 13,218.00  
**Software Quote Amount \$ 13,218.00**

### Terms & Conditions:

This proposal may be withdrawn if not accepted within the period shown below. All software and hardware remains the property of the seller until sum stated above is paid in full. Shipping, handling, and any applicable sales tax will be added to your invoice(s). Charges for software licenses, hardware, and support agreements are due upon our receipt of your order. Training charges are payable in advance.

Returns must be authorized in advance and must be completed within 45 days. Returns may be subject to a restocking fee. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified. This quote is valid 60 days from the Software Quote Date above unless noted otherwise by the seller. The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 14**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** February 4, 2020  
**Council Meeting Date:** February 18, 2020

---

**TO:** James Tierney, Town Manager  
**FROM:** Jonathan Gerhard, P.E., Town Engineer  
**PREPARED BY:** Susan W. Gallagher, Purchasing Manager  
**SUBJECT:** Replacement Pump for Congdon Street Pump Station

**RECOMMENDATION:**

That the Town Council approves, ratifies and confirms the purchase of one (1) replacement pump for the Congdon Street pump station from Grundfos CBS Inc. in the amount of \$12,439.00.

**SUMMARY:**

One of the two pumps at our Congdon Street wastewater pump station is inoperable and the Wastewater Division obtained the attached quote for a pump to replace the failed equipment from Grundfos CBS Inc. through David F. Sullivan & Associates, Inc., the sole source vendor for this pump. We are limited to one operating pump at this station until the replacement is installed and would need to utilize a vac truck or septage hauler to shuttle wastewater or employ the emergency gravity bypass pipeline to transfer wastewater from the station to the discharge location if the working pump fails. The identical pump must be ordered so that extensive piping modifications are not required to install the replacement unit. The equipment has a long (approximately 6 months) lead time, therefore the Town Manager approved the emergency equipment purchase for \$12,439.00. The Wastewater Division will install the replacement equipment upon receipt.

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

Funding is available in the Wastewater Enterprise Fund Operating Account #0032 50628, Pump Station Repairs.

**ATTACHMENTS:**

1. Email with Town Manager approval
2. Quote from Grundfos CBS Inc.
3. Sole source letter from Grundfos CBS Inc./David F. Sullivan & Associates, Inc.

## Jonathan Gerhard

---

**From:** Jim Tierney  
**Sent:** Monday, February 3, 2020 4:38 PM  
**To:** Jonathan Gerhard  
**Cc:** Jennifer Lewis; Susan Gallagher  
**Subject:** Re: Jan 2020 Update: Congdon Street Pump Station

Approved.

Sent from my iPhone

On Jan 31, 2020, at 3:54 PM, Jonathan Gerhard <[jgerhard@narragansettri.gov](mailto:jgerhard@narragansettri.gov)> wrote:

Jim --

We need to replace a pump at the Congdon Street Pump Station. We need to use the same make and model pump so that it will fit into the existing piping, so this will be a sole source vendor purchase. The equipment has a very long lead time so we are requesting your approval to proceed with purchase order now and we will follow up with the Town Council to approve, ratify and confirm. Please advise if this procurement can proceed accordingly. Thx.

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](mailto:jgerhard@narragansettri.gov)

**From:** Scott Goodinson <[ssgoodinson@narragansettri.gov](mailto:ssgoodinson@narragansettri.gov)>  
**Sent:** Friday, January 17, 2020 1:23 PM  
**To:** Jennifer Lewis <[jlewis@narragansettri.gov](mailto:jlewis@narragansettri.gov)>; Jonathan Gerhard <[jgerhard@narragansettri.gov](mailto:jgerhard@narragansettri.gov)>  
**Cc:** Jeffrey Chapdelaine <[jchapdelaine@narragansettri.gov](mailto:jchapdelaine@narragansettri.gov)>  
**Subject:** FW: Jan 2020 Update: Congdon Street Pump Station  
**Importance:** High

Jenn & Jon,

Here is the quote for the pump needed at the Congdon PS we discussed.  
It has a very long lead time so I wanted to get things going.

Thanks,  
Scott

**From:** Tim Bezler [<mailto:timbezler@att.net>]  
**Sent:** Friday, January 17, 2020 10:44 AM

# Quotation 1004035645

Account/customer number: 0600008826  
External reference: SO 9809789

Tim Bezler  
David F. Sullivan & Associates, Inc  
19 Batchelder Rd  
SEABROOK NH 03874  
USA

**GRUNDFOS** 

**Grundfos CBS Inc.**

902 Koomey Road  
Brookshire, TX  
77423a

Tel.: 1-844-994-2850  
[www.grundfos.us](http://www.grundfos.us)

Date : 8/21/19  
Valid to: 1/24/20

Dear Tim Bezler

We appreciate the opportunity to provide the following quotation for your consideration. The equipment offered is based on our interpretation of the information provided in your inquiry.

This offer is based on Grundfos standard terms and conditions of sale. Grundfos product standard warranty terms also apply, unless otherwise noted. A copy of the Grundfos Terms and conditions of sale as well as a product warranty can be obtained upon request.

Please do not hesitate to contact us if we can offer additional assistance.

Please either provided a copy of this quotation or reference the quotation number located at the top of this document should this quote become an order.

Best regards,  
**Juho Venaelaenen**

---

**IMPORTANT**

Thank you for your inquiry **1004035645**, please place order via Extranet, or EDI if ALL part numbers are provided , otherwise please continue to submit via email.

**CONTACT:**

**Creator:** Juho Venaelaenen  
**Email:** [quoterequest-wu@sales.grundfos.com](mailto:quoterequest-wu@sales.grundfos.com)  
**Tel :** 1-844-994-2850

**Sales Rep:** Michael Ciacciarella  
**Email:** [mciacciarella@grundfos.com](mailto:mciacciarella@grundfos.com)

**Website:** [www.grundfos.us](http://www.grundfos.us)  
**Product Information:** [Grundfos Product Center](#)

# Quotation 1004035645



Account/customer number: 0600008826  
External reference: SO 9809789

NOTE: Click the product code (article in blue) for more information in the Grundfos Product Center.

Pos	Product		Qty	Unit List Price	Total List Price
10	<b>YEOMANS 6260 MODEL 4207-1Y</b>	Est. time to shipping: <b>24 - 26 weeks</b> Replacement for 9809789  Pricing includes: - Pump with following options: - Stainless steel wear rings - Type 21 double mechanical seal - C/Cer faces - Dead end filter kit - Pump pedestal & Suction elbow - Motor pedestal - Coupling - Motor: 3HP,4P,230V/1/60Hz,TEFC,184TC - Freight	1	12,439.00	12,439.00

Total List (USD) without options and alternatives:				<b>12,439.00</b>
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Validity of the quotation: 1/24/20

# Quotation 1004035645

Account/customer number: 0600008826

External reference: SO 9809789



September 26, 2019

David F. Sullivan & Associates, Inc.  
19 Batchelder Road, Suite 28  
Seabrook, NH 03874  
Attn: Mr. David F. Sullivan

Re: Territory Sole-Source

To whom it may concern:

David F. Sullivan & Associates, Inc. Is the sole Authorized Distributor in the Municipal market for Grundfos Water Utility, Inc. (Yeomans Chicago Corporation -YCC) which Includes the Yeomans, Morris, Chicago Product brands and Grundfos Wastewater Products in the following areas:

In the entire state of: Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire and Maine.

Please note that Grundfos purchased the Yeomans Chicago Corporation (YCC) in 2008.

Please feel free to contact me with any questions.

Sincerely,



Robert G. Montenegro  
Executive Vice President

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 15**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** January 28, 2020  
**Council Meeting Date:** February 18, 2020

---

**TO:** James R. Tierney, Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**SUBJECT:** The American Diabetes Association "Tour de Cure"

**RECOMMENDATION:**

That the Town Council approves the request from the American Diabetes Association to conduct a cycling fundraiser "Tour de Cure" to be held on Saturday October 3, 2020 from 7:00 am to 3:00 pm, subject to state and local regulations.

**SUMMARY:**

The American Diabetes Association is requesting permission to conduct their annual cycling fundraiser "Tour de Cure" on Saturday October 3, 2020 from 7:00 am to 3:00 pm. Portions of this cycling fundraiser event have been held in Narragansett for over twenty years. This fall event will have five different routes all starting and ending at Scarborough State Beach, Sand Hill Cove Road Narragansett, RI with various lengths as per the attached course description passing through North Kingstown, South Kingstown, Charlestown, Westerly and Narragansett. All five routes extend into the town of Narragansett, the 5K, 15mile, 32mile, 63 mile, and 100 mile route. Police, Fire and Public Works Departments have approved this event. Narragansett Police will be hired for traffic control. A certificate of Liability Insurance naming the Town of Narragansett as "additionally insured" will be provided prior to the event.

**ATTACHMENTS:**

1. Application for Special Use

**TOWN OF NARRAGANSETT DEPARTMENT  
OF PARKS AND RECREATION  
170 Clarke Road, Narragansett, RI 02882  
www.narragansettri.gov**

**APPLICATION FOR SPECIAL USE**

**ROAD RACE/WALK-A-THON**

TODAY'S DATE 1/14/2020

**Ninety [90] DAYS IN ADVANCE IS REQUIRED FOR ALL APPROVALS.**

1. NAME OF APPLICANT Charlotte Carter
2. ORGANIZATION American Diabetes Association
3. ADDRESS 260 Cochetuate Road Framingham, MA 01701  
E-MAIL mnetto@diabetes.org
4. TELEPHONE ( ) 401-351-0498 x3440
5. NATURE OF EVENT Cycling / 5k / walk
6. DATE REQUESTED 10/3/2020
7. TIME: 7AM - 3PM
8. SITES, AREA, BUILDING REQUESTED Town Roads
9. COURSE LAYOUT See attached maps  
MAP OF COMPLETE COURSE ROUTE MUST BE ATTACHED.
10. WHO WILL PARTICIPATE IN THE RACE It is a ride, not a race. Participants are supporters of the ADA
11. NUMBER OF PARTICIPANTS 400 SPECTATORS 100
12. WILL THERE BE ANY VOLUNTEERS? Yes IF YES, HOW MANY 100
13. WILL PARTICIPANTS OBTAIN ACCESS BY:
  - CAR(ESTIMATE NUMBER) 300
  - BUS(ESTIMATE NUMBER OF PASSENGERS) \_\_\_\_\_
14. DESCRIBE IN DETAIL ANY SPECIAL SERVICES REQUESTED We would like permission to utilize your roads for this event. In addition we would be placing signage at turns and marking the routes.
15. WILL THERE BE ANY ADVERTISING USED? Yes IF YES, WHAT TYPE Social Media accounts, email distribution
16. WOULD YOU LIKE THIS EVENT ADVERTISED ON OUR WEB SITE? Yes, please. Thank you!
17. ANY VENDORS PROVIDING SERVICES? Yes IF YES, NO GOODS FOR SALE  
UNLESS APPROVED IN WRITING AS PART OF THIS APPLICATION.
18. IS ADDITIONAL FIRST AID NEEDED? No

- LIABILITY INSURANCE CERTIFICATES CO-NAMING THE TOWN OF NARRAGANSETT WILL BE REQUIRED IN THE MINIMUM AMOUNT OF \$1,000,000.
- VOLUNTEERS AND OR APPLICANTS REPRESENTATIVES WILL NOT BE ALLOWED TO DIRECT TRAFFIC WITHIN TOWN ROADS UNLESS SPECIFICALLY APPROVED BY THE NARRAGANSETT POLICE DEPARTMENT.
- ALL TRASH AND LITTER MUST BE PICKED UP BEFORE LEAVING THE AREA. TRASH RECEPTACLES ARE NOT PROVIDED.
- APPLICATIONS NOT SIGNED AND DATED WILL BE RETURNED.
- NO ALCOHOLIC BEVERAGES ALLOWED.
- APPLICANT IS RESPONSIBLE FOR ALL DAMAGE WHICH MAY HAVE BEEN CAUSED BY THIS EVENT.
- APPLICANT IS RESPONSIBLE FOR ANY HOURLY COSTS FOR TOWN EMPLOYEES REQUIRED FOR THE RACE; POLICE DETAILS, FIRE, EMS, PUBLIC WORKS EMPLOYEES, PARK EMPLOYEES, ETC.
- ALL APPLICATIONS MUST BE SCHEDULED FOR REVIEW AND APPROVAL BY THE NARRAGANSETT TOWN COUNCIL. THE COUNCIL MEETS THE 1<sup>ST</sup> AND 3<sup>RD</sup> MONDAY OF EVERY MONTH.
- IF STATE ROADS ARE INCLUDED WITHIN THE RACE COURSE, THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION APPROVAL IS REQUIRED.
- ATTACHEMENTS REQUIRED:
  1. RACE COURSE MAP
  2. INSURANCE CERTIFICATE NAMING THE TOWN OF NARRAGANSETT AS ADDITIONAL INSURED

### CONDITIONS OF APPLICATION ACCEPTED

RACE EVENT & DATE: Ocean State Tour de Cure 10/3/2020

DocuSigned by:  
Charlotte M. Carter DATE 2020 January 15  
89F661F6FA9242B...

**Conditions of Application Accepted [APPLICANT]**

  Accept  Denied DATE 11/27/20  
**Parks Director**

Pen Email  Accept  Denied DATE 11/17/20  
**Public Works Director**

Pen Email  Accept  Denied DATE 11/21/20  
**Police Chief**  
*w/ DETAILS  
PRE MEETINGS*

Pen Email  Accept  Denied DATE 11/17/20  
**Fire Chief**

\_\_\_\_\_  Accept  Denied DATE \_\_\_\_\_  
**Town Manager**

\_\_\_\_\_  Accept  Denied DATE \_\_\_\_\_  
**Town Council**

**Town of Narragansett**  
Department Parks and Recreation  
170 Clarke Road, Narragansett, RI 02882  
[www.narragansettri.gov](http://www.narragansettri.gov)

Phone # (401) 782-0658 Fax # (401) 788-2553

Email form to [recreation@narragansettri.gov](mailto:recreation@narragansettri.gov)



**Our Mission** is to prevent and cure diabetes and to improve the lives of all people affected by diabetes.

**2020 OCEAN STATE  
TOUR DE CURE  
VOLUNTEER PLANNING  
COMMITTEE**

*Rich Kerbel*

*John Drohan*

*Eric Hudson*

*John Keenan*

*Leslie LeBlanc*

*Kathi Masi*

*Ally White*

*Nancy Frazier*

*Jamie O'Brien*

*Michele Shannon*

*Yanni Saratsis*

*Aimee Bowater*

Tuesday, January 17, 2020

Dear People of Narragansett,

On Saturday, October 3, 2020 the American Diabetes Association would like to host the Ocean State Tour de Cure - our annual one-day bicycling fundraising event. All routes begin and end at the Scarborough South Beach in Narragansett. Funds raised from this event support the Association's mission: *to prevent and cure diabetes and to improve the lives of all people affected by diabetes.*

**The Ocean State Tour de Cure is a fully-supported ride, not a race.** All participants are required to sign waivers, wear helmets and follow the rules of the road. In addition, they are all briefed multiple times leading up to, and the morning of the event on bicycle safety and Tour de Cure safety protocol. All routes will be clearly marked and we will have HAM radio operators, medical volunteers, and support vehicles to provide additional safety for our riders.

The ride begins at 7:00 am and we expect the last rider to have completed the course by 3:00 pm. We have five ride route length options (5K, 15Mi, 32Mi, 63Mi, and 100Mi). All of our routes pass through Narragansett. The five routes have a staggered start, so although we expect up to 400 riders, they will not all be leaving Scarborough at the same time. At no time will more than 100 riders leave Scarborough at once. The start times are 7am, 8am, 9am, and 10:30am. For your convenience, I have enclosed this year's route maps, which are subject to change due to road work. Electronic versions of our maps can be found on our website at [www.diabetes.org/oceanstatetourdecure](http://www.diabetes.org/oceanstatetourdecure) and will be updated to reflect any revisions that may occur in the months leading up to the ride.

With the permission of the town, we would like to mark all routes with temporary paint three weeks prior to the event. All routes will be clearly marked in advance of the ride and we will utilize plastic signs to mark routes on the day of the ride. All participants are required to wear helmets and follow the rules of the road. We will have volunteer support vehicles staffed with medical volunteers to help provide additional safety to our participants. As usual, our staff and volunteers will make sure all areas are cleaned of all Tour de Cure materials when we leave.

I will be in touch with you in April to follow-up on any changes that have been made to our routes. At that time, I provide a copy of our General Liability coverage for the event. If Narragansett would like to request an additional Certificate of Insurance listing the town as an Additional Insured, please let me know, so that I can complete that request. **If there are any special permits or applications that are needed for our event, please reach out to me as soon as possible.**

Please contact me at (401) 351-0498 ext. 3440 or by email at [mnetto@diabetes.org](mailto:mnetto@diabetes.org) with any questions or concerns you may have before the event.

Your support of Tour de Cure and the American Diabetes Association is greatly appreciated, and we are looking forward to working with you this year.

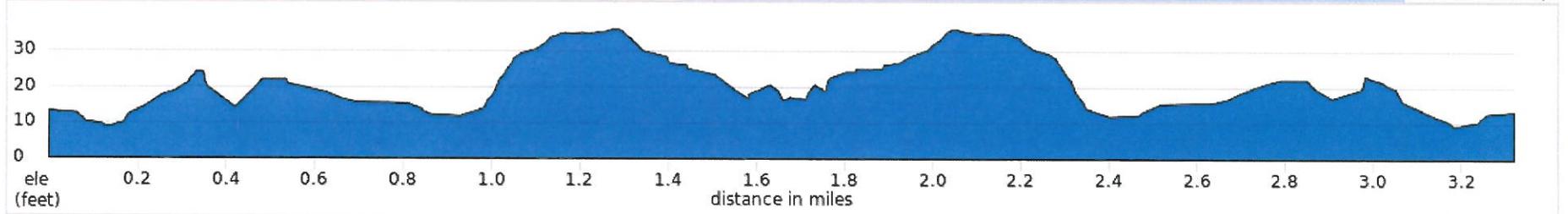
Sincerely,  
**Matthew Netto**  
*Associate Director, Event Production*  
[mnetto@diabetes.org](mailto:mnetto@diabetes.org)  
(617) 482-4580 ext. 3440

**Diabetes Information**  
1.800.DIABETES  
(1.800.342.2383)  
[www.diabetes.org](http://www.diabetes.org)

# 2020 OSTDC 5K FUN RUN/WALK



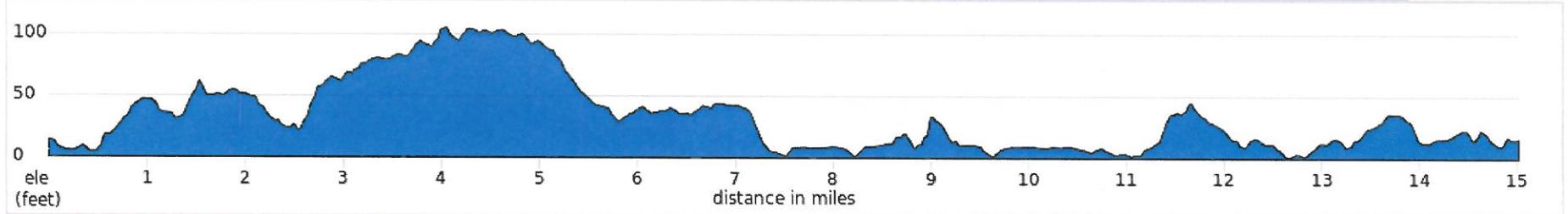
3.3 miles, + 89 / - 88 feet



# OSTDC 2020 15 Mile Route Final



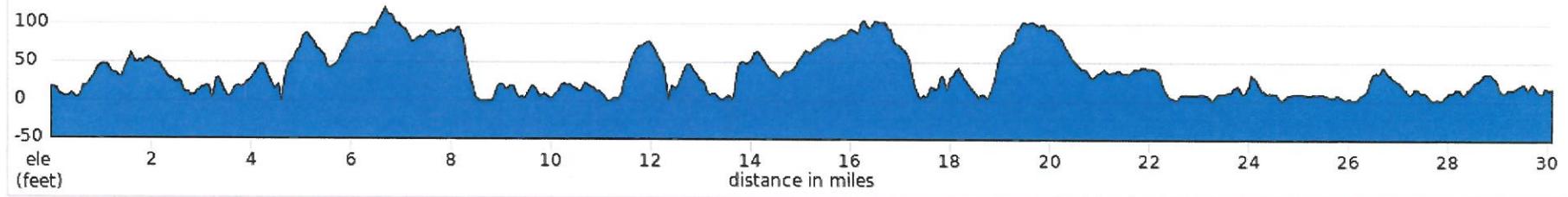
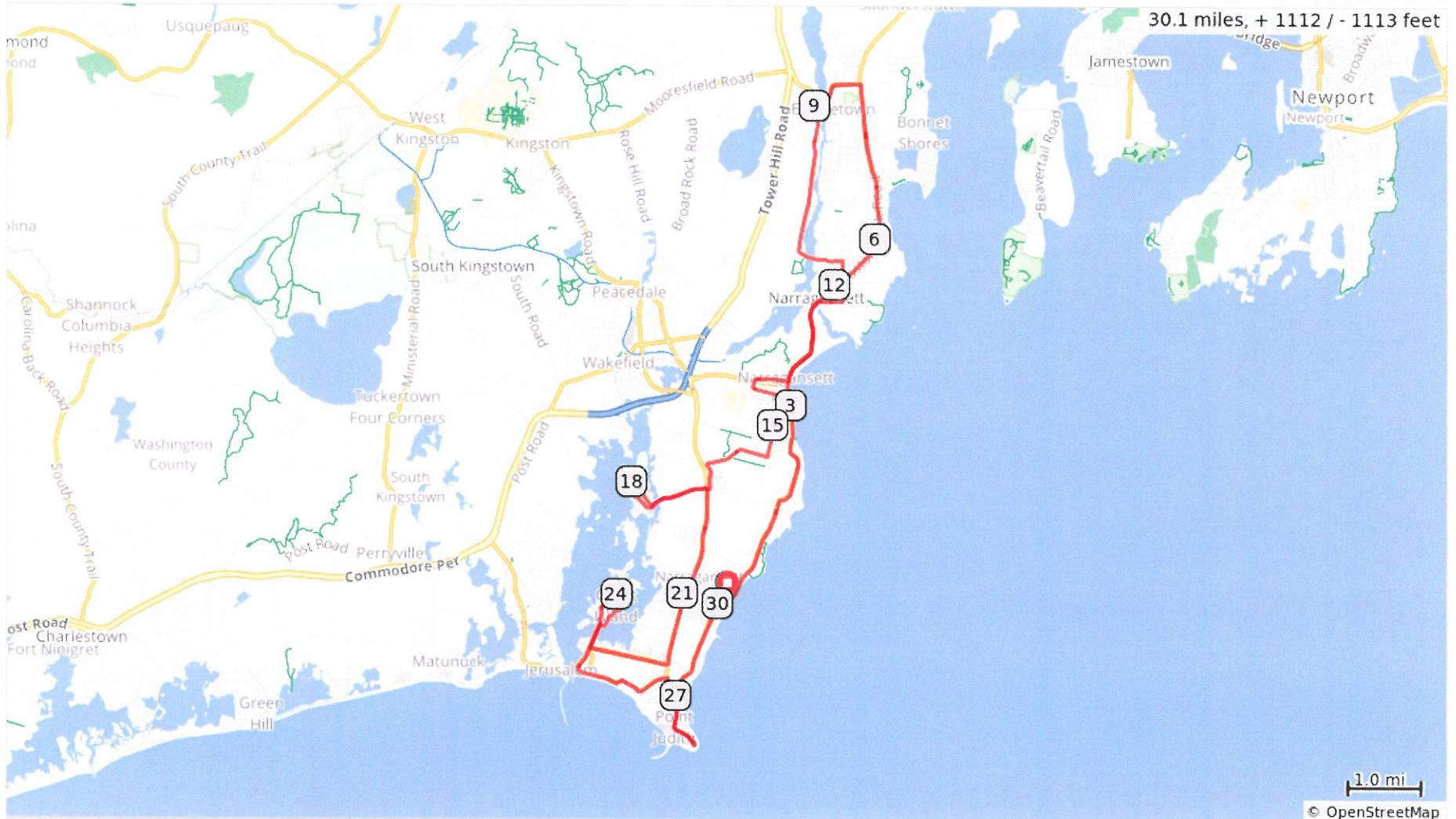
15.0 miles, + 400 / - 398 feet



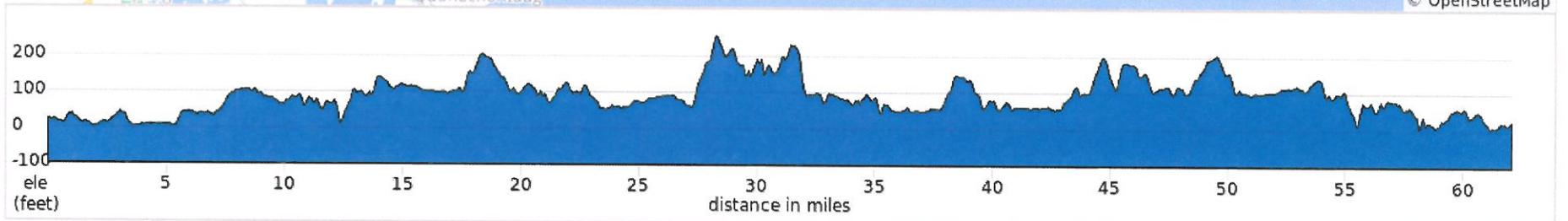
# OSTDC 2020 30 Mile Route Final



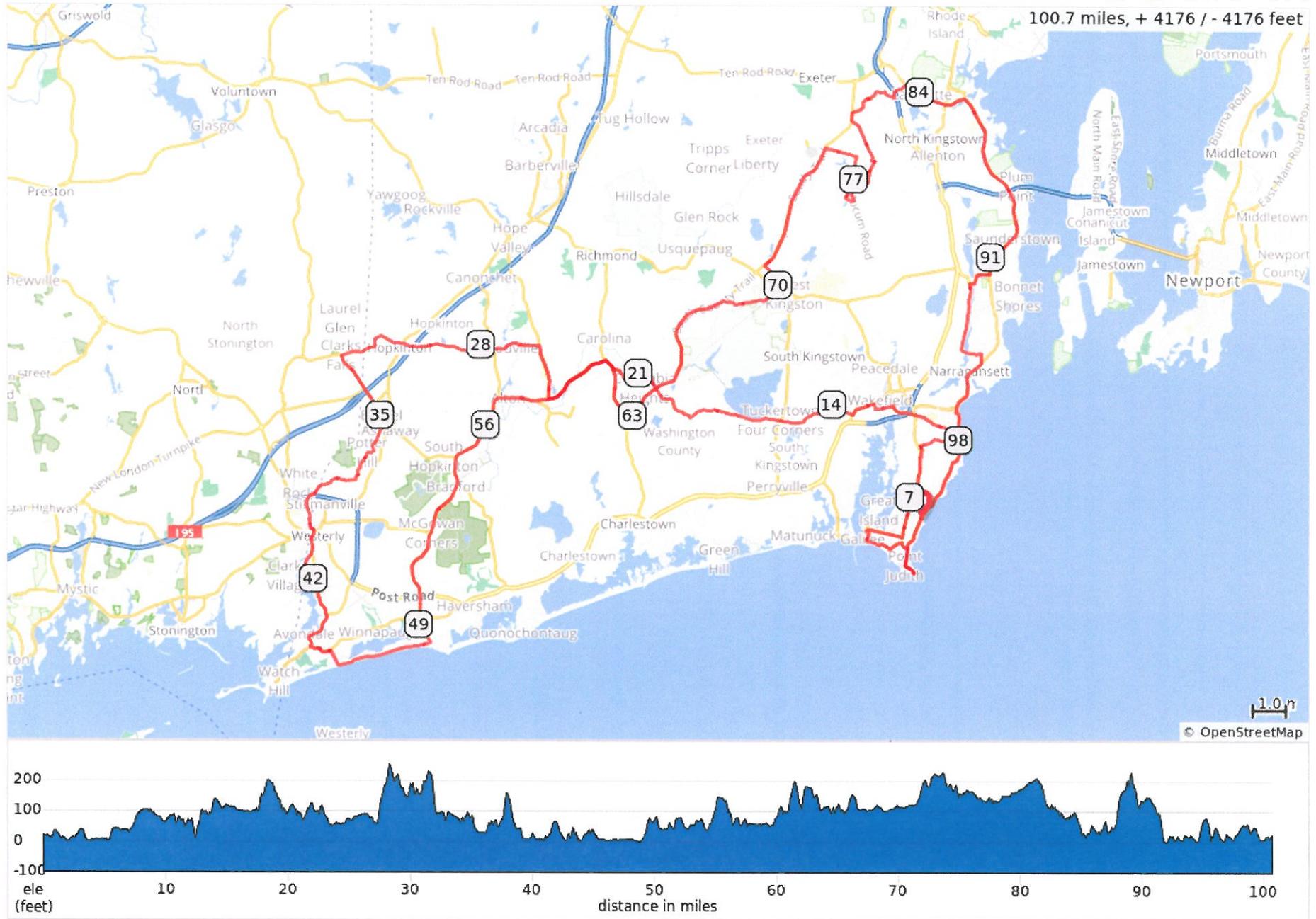
30.1 miles, + 1112 / - 1113 feet



# OSTDC 2020 Metric Century Final



# OSTDC 2020 100 Mile Route Final



**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 16**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** January 31, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** James R. Tierney, Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**SUBJECT:** Windmill Building Lease Agreement

**RECOMMENDATION:**

That the Town Council approves the twenty-five year lease agreement for the Windmill Building on Clarke Road with the Narragansett Historical Society subject to state and local regulations.

**SUMMARY:**

The Narragansett Historical Society is a non-profit organization founded in 1978, and is the town's only organization committed to preserving the rich history of Narragansett, Rhode Island. The organization documents the history of important structures, organizes tours of historic structures and serves as an expert resource for researchers.

The Windmill Building shall be used exclusively as a non-profit historian society dedicated to collection, preservation, educational displays, and interpretation of the information and artifacts of life in Narragansett, Rhode Island. The facilities and programs provided by the LESSEE shall comply with Section 504 of the Federal Rehabilitation Act of 1973 and shall be accessible to the handicapped.

On January 13, 2020 the Narragansett Recreation Advisory Board voted to approve the draft lease in concept for the lease of the Windmill Building to the Narragansett Historical Society. [Final version was not available at the time.] The Narragansett Parks and Recreation Department is in full support of this lease and welcomes the Narragansett Historical Society if approved as tenants to the Clarke Road Property.

Mark Davis has reviewed, edited and approved this lease.

**ATTACHMENTS:**

1. Windmill Building Lease Agreement
2. Exhibit A-1
3. Exhibit A-2

## **WINDMILL BUILDING LEASE AGREEMENT**

THIS WINDMILL BUILDING LEASE AGREEMENT (“Lease”) is entered into this 1<sup>st</sup> day of March 2020, by and between the Town of Narragansett (“LESSOR”) and the Narragansett Historical Society, a non-profit organized and existing under the State of Rhode Island (“LESSEE”).

### **WITNESSETH**

That the LESSOR does hereby demise and lease unto the LESSEE that certain parcel of real estate commonly known as the Windmill Building and attached structures on Clarke Road (V-34), Narragansett, County of Washington, State of Rhode Island, (“Premises”) which are more particularly described in Exhibits “A-1, A-2” attached.

TO HAVE AND TO HOLD said Premises, with all rights, privileges, use and occupancy and the appurtenances thereto, unto and to the use of the LESSEE for twenty-five (25) years, term commencing March 1, 2020, and terminating February 28, 2045, with a twenty-five (25) year renewal option upon the following covenants and conditions. The option to renew shall be exercised by the LESSEE giving to the LESSOR notice of its intention to renew the Lease at least one (1) year prior to the expiration of the initial term and any option term of this Lease. LESSEE’S exercise of this option is subject to the approval and agreement of LESSOR by a vote of the Town Council. The terms and conditions of the Lease during the option term shall be the same as contained in this Lease except that there shall be no option to renew; provided, however, the parties hereto may by mutual agreement extend this Lease for a further term.

1. **USE:** The Premises shall be used exclusively as a non-profit historical society dedicated to the collection, preservation, educational displays, and interpretation of the information and artifacts of life in Narragansett, Rhode Island. The facilities and programs provided by the LESSEE shall comply with Section 504 of the Federal Rehabilitation Act of 1973 and shall be accessible to the handicapped.
2. **STRUCTURES:** The LESSEE shall retain full use of the Premises. LESSEE shall comply with all applicable provisions of building and housing codes materially affecting health and safety, including but not limited to the obligation to maintain adequate smoke detectors in the Premises. LESSEE shall keep the Premises as clean and safe as its condition permits; use in a reasonable manner all electrical, plumbing, sanitary, heating and other facilities and appliances in the Premises; require patrons of the Premises to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of the adjoining premises; refrain from allowing the use of any part of the Premises in a manner such as would violate any local, State or Federal rule, regulation, ordinances or law.
3. **SPECIAL EVENTS:** The LESSOR acknowledges that, subject to LESSOR'S prior written approval, the LESSEE may hold non-profit special events which may require the use of additional areas within the adjacent town-owned property.
4. **GROUND:** LESSOR shall be responsible for normal grounds maintenance during the term of this Lease. Without limiting the generality of the foregoing language, this shall include maintaining the lawns, shrubbery, and gardens in the same manner it maintains other Narragansett Town properties. Designated parking areas can be shared by both LESSOR and LESSEE.

5. **SUBLEASE AND ASSIGNMENTS:** The LESSEE shall not have the right to sublease the whole or any part of the Premises, nor shall the LESSEE have the right to assign or transfer the whole or portion of this Lease without the prior written consent of the LESSOR. LESSEE shall have the right to allow vendors for a fee to exhibit for a period of less than ten (10) days to craftsmen or other similar persons for meetings, displays, exhibits and the sale of the craftsmen's products during fairs or similar events, provided all local, State and Federal rules, regulations, procedures, ordinances and laws are complied with.
6. **RENT:** The LESSEE shall pay unto the LESSOR a rental fee of twenty-five dollars (\$25.00) for the twenty-five (25) years term of this Lease. The annual rental fee shall be payable in payments of ONE DOLLAR (\$1.00) on or before the 1<sup>st</sup> day of March. The LESSEE, upon paying the rent and performing on its part, the agreements herein contained, may peaceably hold and enjoy the Premises during the term of this Lease without any lawful let or hindrance by the LESSOR, or any person claiming by, through or under it.
7. **PRIOR TERMINATION:** In the event the LESSEE shall fail to pay the annual installment of rent within fifteen (15) days subsequent to the first day of each and every year a one hundred dollar (\$100) late fee shall be due, and if such failure shall continue for more than five (5) days after written demand has been given by the LESSOR to the LESSEE, or in case of failure on the part of the LESSEE to perform all the covenants and agreements contained in this Lease, and such failure shall continue for more than twenty-one (21) days after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the failure to perform, each of which shall be

deemed a default, the LESSOR shall be at liberty to declare this Lease at an end and to commence an action for eviction pursuant to the R.I. General Laws, Sections 34-18-1 et.seq. The failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms or conditions of this Lease or to exercise any option of the LESSOR herein contained, will not be construed as a waiver of such term, conditions, agreement or option. The receipt by the LESSOR of rent with knowledge of the breach or nonperformance of any term, condition or agreement will not be deemed to be a waiver of such breach or nonperformance. The receipt by the LESSOR of rent after giving of any notice required to be given to the LESSEE by law or by the terms of this Lease will not in any way effect the operation of such notice.

8. **FAILUE TO REMOVE PROPERTY AND FIXTURES:** If upon termination of this Lease, or if the LESSEE moves out or is dispossessed, the LESSEE fails to remove within thirty (30) days after such termination, moving out, dispossession, or expiration, all furniture, fixtures, or other property, such remaining furniture, fixtures or other tangible property shall be deemed abandoned by the LESSEE and shall become the property of the LESSOR.
9. **UTILITIES:** LESSEE agrees to contract for and pay when due all utility services, including water, sewer, telephone, cable, and electricity for the Premises.
10. **LAWS:** The LESSEE shall comply with all laws, ordinances, rules, regulations, order and requirements of the Federal, State and Local Governments and LESSOR, including but not limited to any building codes now in effect or hereinafter enacted.

11. **MAINTENANCE OF THE PREMISES:** The LESSEE shall keep the Premises and any building, structure or other appurtenance thereon, clean and in good repair during the term of this Lease, ordinary wear and tear thereof, damage by fire, and other unavoidable casualty excepted, provided that the LESSEE shall obtain and maintain the insurance specified herein, and at the expiration or sooner termination of this Lease, the LESSEE will quietly and peaceably surrender up possession of the Premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and other unavoidable casualty excepted. The LESSEE shall be responsible for and repair, at its own expense, all damage caused by LESSEE, LESSEE'S negligence or by the negligence of LESSEE'S agents, employees, servants, invitees or visitors to the Premises, said damage to be repaired to the satisfaction of the LESSOR. The LESSOR may, upon two (2) days' notice, unless such notice is impracticable or in the case of an emergency, enter to view and inspect the Premises and any building, structure or other appurtenances thereon and to order such repairs as may be considered reasonably necessary.

(a) In the event the LESSEE desires to make any alterations to the existing Premises; buildings, parking lot, water system, electrical circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of Parks and Recreation or his designee. If approved, all expenses pertaining thereto shall be the responsibility of the LESSEE.

12. **ACCESS TO THE WINDMILL BUILDING(S):** Access to the Premises shall be from the adjacent parking lot off Clarke Road and presently used by the Department of Parks and Recreation.

13. **PUBLIC ACCESS:** Public use and public access to the Premises will be available to the public during Narragansett Historical Society operating hours.
14. **INSPECTIONS:** The Director of Parks and Recreation or authorized representative of the Town of Narragansett reserves the right to inspect the Premises any time without advance notice for the sole purpose of reviewing the grounds, facilities and contents to meet any and all health and safety regulations.
15. **INSURANCE:** (a) **Liability:** The LESSEE shall obtain and maintain throughout the operation of this Lease, general liability insurance running to the benefit of both the LESSOR and the LESSEE in the sum of TWO MILLION DOLLARS AND 00/100 (\$2,000,000.00) aggregate, which shall include bodily injury, death and property damage. LESSEE shall be required to increase its general liability insurance limits, to an amount solely satisfactory to LESSOR, when it conducts any large scale events on the property or when it permits weddings or other events on the property that serve alcoholic beverages. All special events conducted by LESSEE must be first brought to the attention of the office of the Narragansett Parks and Recreation Department for insurance review and approval prior to the event being scheduled.
- (b) **Fire and Extended Coverage Insurance:** The LESSEE shall obtain and maintain throughout the operation of this lease, personal property insurance for all personal property on the Premises. LESSOR assumes no responsibility for personal property of the LESSEE on the Premises.

(c) Certificates: LESSEE shall provide LESSOR with certificates of all insurance Specified above with proof of payment of the premium(s) therefore at the commencement of the term of this lease and annually on or before March 1<sup>st</sup> of each year of this Lease and as LESSOR may otherwise reasonably request. Said certificates shall name LESSOR as an additional insured on the policy and shall cover the entire scope of LESSEE'S use of the Premises. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of such insurance in Rhode Island.

16. **SIGNS**: LESSEE may erect signage advertising the Narragansett Historical Society and events to be held therein at the intersection of Clarke Road & Ocean Road and also at the intersection of Point Judith Road and Clarke Road. All other traffic signs, business signs and advertising signs of any particular brand or commodity may not be posted, except as may be approved in writing by the Director of Parks and Recreation or his designee. All signs must be in conformance with the town zoning ordinances.
17. **SNOW REMOVAL**: LESSOR will be responsible for snow removal. The LESSOR is responsible for removal of the snow on steps and walkways of the Premises as staff and time are available after a storm.
18. **LEAD PAINT DISCLOSURE**: LESSEE hereby acknowledges that the LESSOR has disclosed the probable existence of lead-based paint and or lead-based paint related hazard on the Premises. LESSEE has received and read a copy of a federally approved Pamphlet on lead poisoning protection and signed the "Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards" form.

19. **NOTICES:** All notices required to be given by the LESSEE to the LESSOR shall be addressed in writing to the Town Manager of the Town of Narragansett, 25 Fifth Avenue, Narragansett, RI 02882, with copies of such notices to be sent to the Director of the Department of Parks and Recreation, 170 Clarke Road, Narragansett, RI under which the property is managed and any notices from the LESSOR to the LESSEE shall be addressed to or to such other addresses as the parties hereto may respectively designate by notice in writing.
20. **INDEMNITY:** LESSEE hereby agrees that LESSEE shall, at all times, defend, and save, hold harmless and indemnify the LESSOR, its agents, servants and employees against and from: (1) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE'S agents, employees, servants, invitees or visitors: (2) all claims, including bodily injury and death, loss, costs, damage or expenses, including attorney's fees arising out of or from any accident, incident, or occurrence in any way connected to the use in, on or about the Premises by LESSEE, or by LESSEE'S agents, employees, servants, invitees or visitors, or arising out of or from any act of negligence of the LESSEE, or of the LESSEE'S agents, employees, servants, invitees or visitors; and (3) all claims, including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this Lease.
21. **APPROVAL:** This Lease shall be effective only subsequent to its approval by the Narragansett Town Council as designated below.

22. **ENTIRE AGREEMENT:** This Lease sets forth the entire understanding of the parties and supersedes any and all prior agreements, representations, arrangements, and understandings between the parties.

23. **APPLICABLE LAW:** This Lease and all rights and obligations hereunder shall be governed by the laws of the Town of Narragansett and State of Rhode Island.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

LESSEE:

\_\_\_\_\_

\_\_\_\_\_  
Narragansett Historical Society  
President, Board of Directors

WITNESS:

LESSOR:

Town of Narragansett

\_\_\_\_\_

By: \_\_\_\_\_  
Town Manager

APPROVED AS TO TERMS  
AND CONDITIONS:

Date Approved: \_\_\_\_\_  
Narragansett Town Council

APPROVED AS TO  
SUBSTANCE:

\_\_\_\_\_  
Town Solicitor





					Project			 <b>ENGINEERING DEPARTMENT</b> 25 FIFTH AVENUE NARRAGANSETT, RI 02882				
					PARKS & RECREATION LEASE AGREEMENT						DEPARTMENTAL SECTION - Tel No. (401) 782-0637 Fax No. (401) 782-0669	
					Drawing Title			Designi/Survey by	Drawn by	Checked by		
					EXHIBIT "A" AERIAL PLAN			NAME (Date)	GB	SW		
								Drawing No.				
								<b>Drawing No. 2 of 2</b>				
Rev	Revision Details	Date	Amended by	Approved by	Date	01-31-2020	Scale	1"=80'	SURVEY	NAME	DESIGN	WORKING DRAWING
									FEASABILITY		BID	AS-BUILT

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: \_\_\_\_\_ 17 \_\_\_\_\_  
Amend No. \_\_\_\_\_**

**Date Prepared:** February 6, 2020  
**Council Meeting Date:** February 18, 2020

---

**TO:** James R. Tierney, Town Manager  
**FROM:** Steve Wright, Director Parks and Recreation  
**SUBJECT:** Osprey Cam Receiver at Middlebridge

**RECOMMENDATION:**

That the Town Council approves and authorizes the Narrow River Preservation Association to install a webcam receiver on the Narrow River Kayak Office Building subject to state and local regulations.

**SUMMARY:**

Narrow River Preservation Association (NRPA) runs an osprey education program for local fourth graders. In 2019 NRPA reached more than 325 students at Narragansett Elementary School. Importantly, this program is a free service from NRPA. Last year, NRPA and Narrow River Land Trust (NRLT) installed a platform for an osprey nest at Garrison House Acres, a property protected by NRLT and were thrilled when a young pair of osprey made the nest their home.

This year, NRPA recently raised more than \$5,000 to fund a live webcam on the nest. NRPA believes that this will engage the public, especially local youth, and will offer a tremendous resource for both teachers and students to follow the osprey's summer life cycle and daily interactions with the environment. Throughout the year, the webcam will capture a compelling and ever changing view of the Narrow River landscape. To show the video online, the camera mounted on the nest must connect to the internet. The most reliable way to do this is to place a small radio transmitter at the nest site that send a signal to a nearby receiver at a site that has internet and power. The transmitter and receiver must have a clear line-of-site to connect properly. The setup for the receiver site is very simple. NRPA would mount a small receiver disc on the outside of the Narrow River Kayak Office Building. The disc is white and 7.44" in diameter.

Jason Considine, owner of Narrow River Kayaks LLC, is in support of the plan. NRPA will cover some of NRK's internet and electricity costs going forward as the camera will use a significant amount of internet bandwidth and a small amount of power. The Paddle Sports Concession contract with Narrow River Kayaks LLC runs through December 31, 2022 with an optional three year extension through 2025.

Funding is not required for this project. The Town of Narragansett will not be responsible for the installation, repair, maintenance and operation of this cam receiver.

**ATTACHMENTS:**

1. Two photos of a cam receiver





**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: \_\_\_\_\_ 18 \_\_\_\_\_  
Amend No. \_\_\_\_\_**

**Date Prepared:** February 6, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** Narragansett Town Council

**FROM:** Town Council Member Richard Lema

**SUBJECT:** A MOTION to ALLOCATE \$10,000 to VFW Post 916 in Wakefield, Rhode Island to support its efforts on behalf of Narragansett's military veterans.

**RECOMMENDATION:**

Representatives of Narragansett's war veterans have requested that the Town Council consider a grant to VFW Post 916, High St., Wakefield. Over the last couple years, under the leadership of Post Commander Joe "Tiger" Patrick, a great effort to rehabilitate and remake that Post into a Washington County Veteran Service Center has been underway. Last year's grant was used to renovate the lower floor of the Post to make it and the bathroom's handicapped accessible. Veteran and Veteran family usage of the Post has more than tripled on a monthly basis and continues to grow. The Post hosts a Veteran Service Officer visit each month to assist veterans and family members with claims relating to VA benefits earned by their service and other Veterans groups are meeting at the Post regularly. Many of the veterans serviced by that Post are Narragansett residents.

They are requesting a grant of \$10,000 for renovations to redo the floors upstairs in the main hall as the current wooden floor is from the 1930's and is buckled and bowed due to the building shifting over the years.

On behalf of these veterans, I respectfully ask that the Town Council consider granting funds to the VFW Post 916 in Wakefield. Funding for this grant will come from the Town's Contingency Fund.

**ATTACHMENTS:**

1. Letter from VFW Post 916



February 5, 2020

RE Grant for VFW Post 916 Fiscal Year 2020-2021

Dear Narragansett Town Council Members,

Thank you for your grant last year of \$10,000. It was very impactful to our VFW Post. We were able to renovate the lower floor of our post including making it handicapped accessible including the bathrooms. Veteran and Veteran family usage of the building has more than tripled on a monthly basis and growing. We have other Veteran groups meeting at the Post Bldg now and we are hosting a Veteran Service Officer visit each month to assist veterans and family members with claims relating to VA benefits earned by their service.

Narragansett has a strong history of Military service and today there are just under 700 Veterans (536) and widows of Veterans (145) who claim tax relief based on Military service. Narragansett also has at least one Gold Star family. Last year there were 11,000 residents who paid taxes to Narragansett (2019). That's about 15% of Narragansett tax paying residents are receiving Veteran relief on their town taxes.

We have 120 members of our VFW Post, and 28 are Narragansett residents. They range in age 34 to 84. We are also recruiting URI Students who are VFW qualified who live in Narragansett year round.

We are approaching the Narragansett Town Council for one more grant in the amount of \$10,000. We desperately need to redo the floors upstairs in the main hall as it's an old wood floor, from the 1930's that has many places it buckled and bowed due to the Bldg shifting over the years. This will be the last major capital expense we should face for a decade or so. Materials for the floor exceed \$10,000, but we will once again have the Carpenters Union doing the installation for us. They did much of the renovation on the first floor for us as part of their community service out reach.

We are hopeful to raise the rest of the funds needed to finish the upstairs from other grants from local organizations and towns. There are over almost 3,000 Veterans in Washington County, all tax payers and eligible for support thru our VFW Post Bldg we rebranding the Washington County Veteran's Resource Center.

Thank you,

Joe "Tiger" Patrick II  
CDR VFW Post 916

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 19**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** February 11, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** Honorable Town Council

**FROM:** Matthew M. Mannix, Council President

**SUBJECT:** Appointment of Negotiations Team for Collective Bargaining with the American Federation of State, County & Municipal Employees Rhode Island Council 94 Local 1179

**RECOMMENDATION:**

That the Town Council appoints one (1) member from the Town Council to serve on the negotiations team for collective bargaining with the American Federation of State, County & Municipal Employees Rhode Island Council 94 Local 1179.

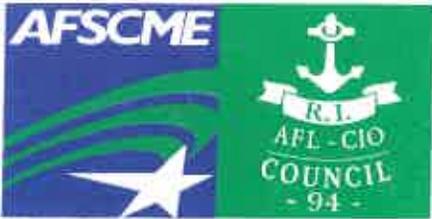
**SUMMARY:**

The Town of Narragansett has received a request from the American Federation of State, County & Municipal Employees Rhode Island Council 94 Local 1179 to engage in collective bargaining. The current contract expires on June 30, 2020.

In addition to the one (1) Town Council member, the negotiating team will consist of the Town Manager, Human Resources Manager, Finance Director and Town Solicitor.

**ATTACHMENTS:**

1. Letter from the American Federation of State, County & Municipal Employees Rhode Island Council 94 Local 1179



**We Make Rhode Island Happen**

**AFSCME Rhode Island Council 94**  
*American Federation of State, County & Municipal Employees, AFL-CIO*

1179 Charles Street, North Providence, RI 02904  
Phone: (401) 724-5900 • Fax: (401) 724-2080 • [www.riCouncil94.org](http://www.riCouncil94.org)

February 6, 2020

Hon. Matthew Mannix  
President  
Narragansett Town Hall  
25 Fifth Avenue  
Narragansett, RI 02882

Re: Request for negotiation/bargaining

Dear President Mannix:

Rhode Island Council 94, AFSCME on behalf of Local 1179, Narragansett Town Employees, hereby requests negotiation or bargaining on a successor collective bargaining agreement.

Please contact me so we can schedule mutually agreeable times and locations to begin negotiations.

Sincerely,

James A. Cenerini  
Senior Staff Representative

C: Monica Tutko, President, Local 1179, RI Council 94, AFSCME  
Alexis Santoro, Executive Director, RI Council 94 AFSCME  
✓ James Tierney, Town Manager

Certified mail – Return receipt requested: 7017 1070 0000 6169 3833



**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 20**  
**Amend No. \_\_\_\_\_**

**Date Prepared:** February 12, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** Honorable Town Council

**FROM:** Matthew M. Mannix, Council President

**SUBJECT:** Appointment of Negotiations Team for Collective Bargaining with the Rhode Island Laborers' District Council Local 1033

**RECOMMENDATION:**

That the Town Council appoints one (1) member from the Town Council to serve on the negotiations team for collective bargaining with the Rhode Island Laborers' District Council Local 1033.

**SUMMARY:**

The Town of Narragansett has received a request from the Rhode Island Laborers' District Council Local 1033 to engage in collective bargaining. The current contract expires on June 30, 2020.

In addition to the one (1) Town Council member, the negotiating team will consist of the Town Manager, Human Resources Manager, Finance Director and Town Solicitor.

**ATTACHMENTS:**

1. Letter from the Rhode Island Laborers' District Council Local 1033.



# Rhode Island Laborers' District Council

January 30, 2020

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. James Tierney, Town Manager  
TOWN OF NARRAGANSETT  
25 Fifth Avenue  
Narragansett, RI 02882

RE: Agreement between the Town of Narragansett and the Rhode Island Laborers' District Council on behalf of Local Union 1033.

Dear Mr. Tierney:

Pursuant to Article XXV of the Agreement now in existence between the Town of Narragansett and the Rhode Island Laborers' District Council on behalf of Local Union 1033 notice is hereby given that the Union elects to extend that Agreement on June 30, 2020 and begin negotiations for a successor Agreement.

I would appreciate an immediate response in order that we may set a date, time and place for a meeting to begin negotiations.

Sincerely,

MICHAEL F. SABITONI  
Business Manager

MFS/gmsa

cc: Ronald R. Coia, Business Manager, Local Union 1033

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

**CC: 21**

**Amend No. \_\_\_\_\_**

**Date Prepared:** February 11, 2020  
**Council Meeting Date:** February 18, 2020

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**TO:** Honorable Town Council

**FROM:** Town Council Member Patrick W. Murray

**SUBJECT:** Resolution Opposing the TCI Gas Tax and the Transportation and Climate Initiative

**RECOMMENDATION:**

A MOTION TO ADOPT a Resolution Opposing the TCI Gas Tax and the Transportation and Climate Initiative.

**SUMMARY:**

**ATTACHMENTS:**

1. Proposed resolution

# TOWN OF NARAGANSETT RHODE ISLAND

## RESOLUTION OF THE NARRAGANSETT TOWN COUNCIL

### OPPOSING THE TCI GAS TAX AND THE TRANSPORTATION AND CLIMATE INITIATIVE

The Town of Narragansett adopts a resolution opposing the TCI gas tax and the Transportation and Climate Initiative as follows:

**WHEREAS**, Governor Raimondo is advocating for the state of Rhode Island to join a multi-state compact called the Transportation & Climate Initiative (TCI), a RhodeMapRI-type regional cap-and-trade scheme that would impose a carbon tax on gasoline. Enabling legislation is expected in the 2020 General Assembly Session;

**WHEREAS**, the TCI gas tax is expected to initially raise the cost of regular and diesel fuel at the pump by 17 cents per gallon on our town's families and businesses and then gradually increase over the years;

**WHEREAS**, TCI seeks to punish Ocean State motorists for using their autos and vehicles in the normal course of living their lives or in operating their businesses by making the cost of fuel so expensive that citizens will be forced to drive less often;

**WHEREAS**, for all municipalities, like Narragansett, the TCI Gas Tax will result in increased costs for the use of its city and town trucks and vehicles, putting even more upward pressure on local property taxes;

**WHEREAS**, TCI's own memorandum states, even without its proposed gas tax, that regional greenhouse-gas emissions are expected naturally to be reduced by about 20% over the next 10 years due to existing technological innovations and fossil-fuel regulations;

**WHEREAS**, the high costs imposed by TCI would only add about another 5% reduction in carbon-based gases, which according to multiple research reports will result in no measurable decline in global temperatures;

**WHEREAS**, by joining the TCI compact, Rhode Island would be ceding its taxing sovereignty to an out-of-state shadow government, comprised of unelected ideologues, who would be granted the power to further increase the price of fuel in our state without any approval by our own duly elected officials;

**WHEREAS**, Rhode Island is already participating in another cap-and-trade system carbon tax system on electricity, the Regional Greenhouse Gas Initiative (RGGI), which studies have shown to have unnecessarily raised residential and commercial electric bills without any corresponding

reduction in greenhouse gas emissions, and to have weakened the economies of participating states;

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Narragansett hereby calls on all Senators and Representatives representing our town, as well as the entire General Assembly, to reject the expected TCI legislation or any other legislation that would force Rhode Islanders to pay artificially increased prices for fuel or energy.

Adopted this **[number]** day of **[Month]**, 2020.

**WHERETO** the following bear witness:

Signed:

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**[Name]**

**[Position]**

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**[Name]**

**[Position]**

**[Add as necessary.]**

**TOWN OF NARRAGANSETT  
COUNCIL COMMUNICATION**

CC: 22

Amend No. \_\_\_\_\_

Date Prepared: 02/11/20  
Council Meeting Date: 02/18/20

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**TO:** Honorable Town Council

**FROM:** Councilmember Jesse Pugh

**PREPARED BY:** Councilmember Jesse Pugh

**SUBJECT:** A Resolution in Support of Legislation to Establish an Ocean State Climate Adaptation and Resilience Fund (OSCAR)

**RECOMMENDATION:** A MOTION TO APPROVE a Resolution in Support of Legislation to Establish an Ocean State Climate Adaptation and Resilience Fund (OSCAR)

**SUMMARY:** Senate Bill 2194 and House Bill 7165 are currently being discussed at the statehouse. These bills seek to establish the Ocean State Climate Adaptation and Resilience Fund (The "OSCAR" Fund). If passed these bills would create a dedicated, long-term source of grant funds to enable cities and towns to implement projects that adapt infrastructure on public lands to the impacts of climate change.

The attached resolution is in support of this legislation.

**ATTACHMENTS:**

1. OSCAR-resolution-2020.doc
2. OSCAR-FAQs.pdf

RESOLUTION  
TOWN OF NARRAGANSETT, RHODE ISLAND

**A Resolution in Support of Legislation to Establish an  
Ocean State Climate Adaptation and Resilience Fund (OSCAR)**

WHEREAS, the impacts of climate change upon Rhode Island's built and natural environments are wide-ranging, discernible and documented, and, in many cases growing in severity and include sea level rise, coastal erosion, flooding and storm surge;

WHEREAS, climate change has and will continue to pose significant risks for state and municipal infrastructure and our environment, public health, welfare, and economic well-being;

WHEREAS, providing areas for coastal habitats to migrate inland and restoring river and stream floodplains are essential to protecting and preserving wildlife.

WHEREAS, public access to the shoreline will be threatened by sea level rise and erosion;

WHEREAS, Rhode Island's infrastructure is at risk and cities and towns, along with the state, must begin to plan and implement projects that adapt infrastructure on public lands to the impacts of climate change, including sea level rise, coastal erosion, flooding and storm surge;

WHEREAS, adaptation projects will reduce the vulnerability of low-lying infrastructure on public land through measures that include removal and relocation of infrastructure, restoration of river and stream floodplains, including regrading of banks, revegetation, acquisition of that land necessary to maintain public access, and redesigning, resizing and replacing culverts and bridge spans at existing wetland crossings.

WHEREAS, reducing the vulnerability of our infrastructure is vital to the economic prosperity and quality of life of the citizens of the state; and,

WHEREAS, the state of Rhode Island and its cities and towns need a dedicated, long-term source of funding to fund projects that reduce vulnerable infrastructure and protect or enhance coastal or riverine habitats in response to climate change impacts.

THEREFORE, BE IT RESOLVED, that the Narragansett Town Council supports passage of Senate Bill 2194 and House Bill 7165, Ocean State Climate Adaptation and Resilience Fund legislation by the RI General Assembly.

February 18<sup>th</sup>, 2020



## Ocean State Climate Adaptation and Resilience Fund The “OSCAR” Fund

S 2194 (Sen. Lynch Prata) / H 7165 (Rep. Vella-Wilkinson)

Co-Sponsors: Sens. Pearson, Euer, Valverde, Coyne; Reps. Shekarchi, Bennett, Handy, Ruggiero

### Frequently Asked Questions

#### 1. **What is the purpose of the fund and how will the funds be used?**

The purpose of OSCAR is to create a dedicated, long-term source of grant funds to enable cities and towns to implement projects that adapt infrastructure on public lands to the impacts of climate change.

#### 2. **Where will the money come from?**

The OSCAR fund would be funded via a five-cents-per-barrel fee on petroleum products imported into Rhode Island by ship. This is an appropriate way to fund climate adaptation projects because the burning of petroleum products has directly contributed to the climate change problem.

#### 3. **How much money will be available?**

OSCAR would generate approximately \$1,900,000 each year. No match is required for cities and towns. However, the OSCAR funds could be used *as match* to obtain additional federal funding for adaptation projects, meaning that the net impacts of the OSCAR fund will likely be many times larger than \$1,900,000. (Potential sources of federal matching funds include the National Oceanic and Atmospheric Administration, the National Fish and Wildlife Foundation, and other future Congressional appropriations.)

#### 4. **How will Rhode Islanders be affected by the fee?**

If the petroleum industry decides to pass the fee onto consumers, the impacts would be roughly 1/10<sup>th</sup> of a penny per gallon. This means you would pay one additional cent if you put 10 gallons of gas in your car; or an additional quarter if you purchase 250 gallons of home heating oil.

It's also worth noting that some of the petroleum products delivered through Rhode Island ports are ultimately sold in southeastern Massachusetts and Connecticut, so the fee would be spread throughout the region, not just throughout the state.

#### 5. **Will petroleum companies move their imports to other ports as a result of this fee?**

This is highly unlikely. There are a variety of factors that affect where petroleum products are shipped, and it would be much easier for importers to simply pass the cost onto consumers than change their shipping practices. The alternative of shipping to other ports and then trucking those products to Rhode Island is likely inefficient.

#### 6. **How else might this fee affect Rhode Island's economy?**

The OSCAR fund will benefit Rhode Island's economy by making coastal and riverine infrastructure more resilient to the impacts of climate change. OSCAR funds can be used to leverage additional federal funding, and those dollars will be spent in state on projects that will help employ local engineering and construction firms.

For more information, contact Jed Thorp, Advocacy Coordinator, at [jthorp@savebay.org](mailto:jthorp@savebay.org) or 401-272-3540 x113.