PLEDGE OF ALLEGIANCE TO THE FLAG

CITIZEN’S FORUM: (Speakers must sign in with the City Clerk). The Citizen’s Forum period shall be no longer than fifteen minutes, and citizens may address the Council on one subject only and for no longer than three minutes. Issues to be discussed shall not include matters to be considered or discussed as part of the regular council agenda and must be related to substantive city business. No comments regarding personnel or job performance are allowed.

COUNCIL LIAISON UPDATES

1. CONSENT CALENDAR.
   (The Consent Calendar is approved in its entirety unless the Council removes an item for discussion. All licenses are granted subject to compliance with ordinances #31-80 and #98-40.)
   a. Minutes of the meeting held on September 14, 2016 (Approve)
   b. Special Event Licenses:
      1. Paul Hafner, Jr., d/b/a Brian “Red Dog” Conners Wiffleball Tournament, Morton Park; October 2, 2016 from 8:00 a.m. to 5:00 p.m.
      2. Sail Newport, Inc., d/b/a Sail For Hope/Fundraising Regatta, Newport Shipyard; October 15, 2016 from 3:00 p.m. to 7:00 p.m.
      3. Newport Waterfront Landing, Inc., d/b/a The Landing Seafood Fest, 30 Bowen’s Wharf; October 15 & 16, 2016 from 12:00 p.m. to 8:00 p.m.
      4. Newport County Chamber of Commerce, d/b/a Women In Business After Hours, The Elms, Bellevue Ave.; October 19, 2016 from 6:00 p.m. to 8:00 p.m.
      5. Thomas P. Whitacker, d/b/a New England Wrap Up Car Show, Easton’s Beach Parking Lot; October 23, 2016 from 9:00 a.m. to 4:00 p.m.
      6. Newport County Chamber of Commerce, d/b/a Annual Cocktail Celebration & Silent Auction, Rosecliff, Bellevue Avenue; November 4, 2016 from 6:30 p.m. to 10:00 p.m.
      7. St. Joseph’s Church, d/b/a Harvest Festival, St. Joseph’s Church Hall; November 5, 2016 from 9:30 a.m. to 3:00 p.m.
      8. Beechwood Foundation Inc. Marley Bridges Theatre Co., d/b/a Mystery at the Museum: Deck the Halls with Murderous Folly, Newport Art Museum, 76 Bellevue Ave.; 11/5/16, 11/12/16, 11/19/16, 11/26/16, 12/3/16, 12/10/16, 12/17/16 & 12/31/16 from 7:00 p.m. to 8:30 p.m.
      9. Michelle Leys, d/b/a My Best Friend’s Closet Consignment Sale, The Elks Lodge, 141 Pelham St.; 11/10/16 from 5:00 p.m. to 8:00 p.m., 11/11/16 from 10:00 a.m. to 7:00 p.m., 11/12/16 from 10:00 a.m. to 5:00 p.m. and 11/16/16 from 10:00 a.m. to 3:00 p.m.
      10. Salve Regina University, d/b/a Salve Regina University 40th Annual Governor’s Ball, Ochre Court, 100 Ochre Point Ave.; December 3, 2016 from 9:00 p.m. to 1:00 a.m.
      11. Lucy’s Hearth, d/b/a Lucy’s Hearth Designer Wreath & Bake Sale, Easton’s Beach Rotunda; December 3, 2016 from 9:00 a.m. to noon
   c. Holiday Selling License, New, NSG Apparel America, LLC, d/b/a North Sails, 172 Thames St.
   d. Holiday Selling License, New, Gregory R. Verdon, d/b/a Highhopes, 38 Broadway
   e. Resignation of J. Niko Merritt from the Newport Prevention Coalition (Receive with regret)
   f. Communication from Aquidneck Island Planning Commission, re: Grant for Clean Water Partnership US EPA Funds $1M “Island Waters” Program (Receive)
   g. Communication from Newport Prevention Coalition, re: Regional Prevention Task Forces (Receive)
      • Letter of Support from the Newport City Council
      • Letter of Support from Portsmouth Prevention Coalition

LICENSES & PERMITS

COMMUNICATIONS AND PETITIONS

2. Communication from Buddy Croft, Executive Director, RI Turnpike & Bridge Authority, re: briefing on the upcoming project on the Newport Bridge
3. **APPOINTMENTS TO BOARDS AND COMMISSIONS**

   Note: Vacancies currently or soon will exist on the following Boards and Commissions:

   **Historic Cemetery Advisory Commission**

   **Appointments/Reappointments**
   - Janet Parkinson
   - Lewis Keen
   - Theresa G. Stokes

4. **RESOLUTIONS**

   4. Decorative Street Light Policy - J. McLaughlin, N. Neville
   5. Creating a park at the site of the Naval Hospital property - J. McLaughlin, N. Neville
   6. Requesting the RI General Assembly to Amend RI General Law 42-46, entitled, “Open Meetings,” to allow members of Municipal Advisory Boards and Working Groups to participate in meetings via Video Conferencing under certain circumstances - N. Neville

5. **ORDINANCES**

   **COMMUNICATIONS FROM THE CITY MANAGER**

   7. Action Item #5570/16 re: National Grid Petition – West Extension Street – New Pole
   8. Action Item #5571/16 re: Group Purchasing Agreements – Renewal (w/accompanying resolution)
   9. Action Item #5572/16 re: Show Cause Hearing – Shop on Thames, LLC, d/b/a The Shop on Thames – Violation of the General Laws of Rhode Island and Codified Ordinances of the City of Newport - Failure to Meet the Conditions of the City Council in Granting of Victualing License: Failure to Pay Renewal Fees (Plus Penalties) for said Victualing License and Failure to Receive Clearance from the Newport Tax Collector
   10. Action Item #5573/16 re: Award of Bid – Pavement Markings 2016 (w/accompanying resolution)
   11. Action Item #5574/16 re: Award of Bid - SCADA Instrument System Maintenance and Related Support (w/accompanying resolution)
   12. Action Item #5575/16 re: Amendment #2 - Contract #16-009 Engineering Services for Lawton Valley 2 MG Water Tank Project (w/accompanying resolution)
   13. Action Item #5576/16 re: Proposal Award - Engineering Design Services for Hillside Avenue Green Infrastructure Demonstration Project (w/accompanying resolution)

6. **ADJOURN AS COUNCIL AND CONVENE AS BOARD OF LICENSE COMMISSIONERS**

   **BOARD OF LICENSE COMMISSIONERS**

   **CONSENT CALENDAR**

   1. Class F-1 Daily Liquor License, Sail Newport, Inc., d/b/a Sail for Hope/Fundraising Regatta, Newport Shipyard; October 15, 2016 from 3:00 p.m. to 7:00 p.m.
   2. Class F-1 Daily Liquor License, Seamen’s Church Institute, d/b/a Landing Seafood Fest, 30 Bowen’s Wharf; October 15 & 16, 2016 from 12:00 p.m. to 8:00 p.m.

   **ADJOURN**

   Laura C. Swistak
   City Clerk

September 21, 2016
CITY OF NEWPORT  
MINUTES OF THE COUNCIL MEETING  
SEPTEMBER 14, 2016

The following items of business, filed with the City Clerk, came under the Rules of the Council at its regular meeting held on September 14, 2016 at 6:30 p.m.

The MAYOR called the meeting to order at 6:30 p.m.

The CITY CLERK called the roll, and the following members were present:

LYNN UNDERWOOD CEGLIE
JOHN F. FLOREZ
JUSTIN S. MCLAUGHLIN

JEANNE-MARIE NAPOLITANO
MARCO T. CAMACHO
KATHRYN E. LEONARD

ABSENT
NAOMI NEVILLE

CITIZEN’S FORUM

COUNCIL LIAISON UPDATES

MAYOR NAPOLITANO gave an update on the Sister City trip to Imperia Italy.

1. **CONSENT CALENDAR.** (THE CONSENT CALENDAR IS APPROVED IN ITS ENTIRETY UNLESS THE COUNCIL REMOVES AN ITEM FOR DISCUSSION. ALL LICENSES ARE GRANTED SUBJECT TO COMPLIANCE WITH ORDINANCES #31-80 AND #98-40.)

   a. Minutes of the meetings held on July 27, 2016 and August 10, 2016  
      (Approve)

   b. Special Event Licenses:

      1. Mission LLC, d/b/a “Mission Art & Beer”, 29 Marlborough St.; September 18, 2016 from 6:00 p.m. to Midnight

      2. Newport Festa Italiana, d/b/a Newport Festa Italiana; Meatball Cookoff (9/29/2016) @ King Senior Center from 6:00 p.m. to 8:00 p.m.; (10/8/2016) @ Touro Park from 10:00 a.m. to 4:00 p.m.;  
         (10/10/16) Annual Columbus Day Parade from 12:00 noon to 1:30 p.m.  
         (route attached)

         - Communication from The Newport Festa Italiana Committee, re: requesting permission to place banners in Touro Park advertising the festival and permission to hold the annual Columbus Day Parade

   **REMOVED**

   3. Broadway Merchants Association, d/b/a Broadway Street Fair, Equality Park to Washington Square; October 8, 2016 from noon to 6:00
COUNCILOR LEONARD made a motion to approve the license subject to the Police and Fire Department approvals. Seconded by COUNCILOR CAMACHO and VOTED UNANIMOUSLY.

4. The Rev'd Anne Marie Richards, d/b/a Trinity Church Pumpkin Patch, One Queen Anne Square; October 8-31, 2016; Saturdays and Sundays 10:00 a.m. to 6:00 p.m., and Monday through Friday from 12:00 p.m. to 6:00 p.m.

5. Friends of Ballard Park, d/b/a Halloween Costume Parade & Dance Party, Ballard Park Quarry Meadow; October 15, 2016 from 12:00 p.m. to 4:00 p.m.

6. Butler Basketball Club, d/b/a Butler Basketball Club Fundraiser, Easton's Beach Rotunda; October 20, 2016 from 6:30 p.m. to 10:00 p.m.

7. Fort Adams Trust, d/b/a Fortress of Nightmares: Haunted House, Fort Adams State Park; October 21-23, 2016, and October 28-30, 2016 from 7:00 p.m. to 10:00 p.m.

8. Child & Family Services of Newport County, d/b/a Taste of Newport, The Hotel Viking; October 30, 2016 from 5:00 p.m. to 8:00 p.m.

c. Banner Request, Salve Regina University, permission to hang one banner from October 21 through 24, 2016 between the Red Parrott Restaurant and Midtown Oyster Bar to celebrate Fall Festival Weekend

d. Holiday Selling License, New, P Rodgers LLC, d/b/a Verde Design, 162 Broadway, Unit 3

e. Private Detective License, Renewal, Kevin P. Sullivan, d/b/a KPS Investigations and Constable Services, LLC, 33 Beacon Hill Rd.

f. 2015 Annual Report, Trust & Investment Commission (Receive)

g. Communication from CRMC, re: Proposed Amendments to the Coastal Resources Management Program-Management Procedures-Section 4.2 Information Requirements, Application Forms and Fees (Receive)

h. Resignation of Ben Ellcome from the Newport Prevention Coalition (Receive with regret)

**LICENSES & PERMITS**
2. **APPOINTMENTS TO BOARDS AND COMMISSIONS**

**Note:** Vacancies currently or soon will exist on the following Boards and Commissions: Accessibility Advisory Committee, Ad Hoc Committee on Waste Water and Storm Water Improvements, Affirmative Action Commission, Beach Commission, Charter Review Commission, Finance Review Committee, Harbor Walk Commission, Historic Cemetery Advisory Commission, Historic District Commission, Hospitality Commission, Tree and OpenSpace Commission, Zoning Board

**Appointments**

*Discover Newport Board of Directors* - Marco T. Camacho

MAYOR NAPOLITANO moved to appoint Marco T. Camacho to the Discover Newport Board of Directors. Seconded by COUNCILOR LEONARD and VOTED UNANIMOUSLY.

*Reappointment of Brewer Rowe*

MAYOR NAPOLITANO moved to reappoint Brewer Rowe to the Discover Newport Board of Directors. Seconded by COUNCILOR LEONARD and VOTED UNANIMOUSLY.

**RESOLUTIONS**

3. Recognizing the Recipients of the 2016 Doris Duke Historic Preservation Awards

COUNCILOR MCLAUGHLIN introduced the resolution and moved for its passage. Seconded by COUNCILOR CAMACHO. Margot McIwain Nishimura, Deputy Director, Newport Restoration Foundation, accepted the Resolution and thanked the Council and the City for their continued support.

4. Requesting the City donate $2500 toward the funeral expenses of Ramon Arroyo - J. Florez

MAYOR NAPOLITANO introduced the resolution and moved for its passage. Seconded by COUNCILOR FLOREZ and VOTED UNANIMOUSLY.

**ORDINANCES**

5. Amending Chapter 10.24, entitled "Parking Restrictions on Specific Streets," to add that parking be prohibited on both sides of Parker Avenue (between Weld Court and Sylvan Street) and both sides of Clay Street (Second Reading)

MAYOR NAPOLITANO introduced the ordinance and moved for its passage on Second Reading. Seconded by COUNCILOR CEGLIE and VOTED UNANIMOUSLY.
COMMUNICATIONS FROM THE CITY MANAGER

6. Action Item #5569/16 re: Award of Bid – Road Materials (w/accompanying resolution)

COUNCILOR CAMACHO introduced the communication and moved the accompanying resolution be adopted. Seconded by COUNCILOR MCLAUGHLIN and VOTED UNANIMOUSLY.

ADJOURN AS COUNCIL AND CONVENE AS BOARD OF LICENSE COMMISSIONERS

BOARD OF LICENSE COMMISSIONERS

CONSENT CALENDAR

ADJOURN - 6:45 p.m.

Laura C. Swistak
City Clerk

September 7, 2016
APPLICATION FOR A SPECIAL EVENT LICENSE

City of Newport, Rhode Island

DATE: 9/19/16  9-28-16

EVENT TITLE/TYPE: Brief "Red Dog" Corners With McCall Tournament

LOCATION OF EVENT: Morton Park

Date(s) of Event: 10/2/16

Hours of Event: 8-5 pm

Holder of Event & DBA: Paul Hafner Jr

Signature of Holder of Event: [signature]

Printed Name: Paul Hafner Jr
E-mail address: paul.hafner.jr@gmail.com

Address of Holder of Event: 31 Livingston Pl

Business Telephone: 401-855-582 Residence Telephone: 401-855-0582

Is Organization Non-Profit? No Is Organization Religious? No

Is there a charge for admission? Yes

Is event to be on City, State, or Private Property? Yes

Name of Property Owner of Event Site: City of Newport

Signature of Property Owner: See Attached

Printed Name of Property Owner: [signature]

Will Event be Indoors or Outdoors? Yes (If outdoors, a Plan must be attached.)

Will Trash Barrels & Pick-up be provided? Yes
If Outdoors, will toilet facilities be provided?  Yes

If so, location of toilet facilities: (Include on plan)

Will a tent be erected?  No  COPY OF TENT PERMIT MUST BE ATTACHED.
(Include on plan)

Expected Attendance:  40  Seating Capacity:

Is parking available:  Yes  For how many vehicles?

CONCERT  No  Is staging or platform required?  Amplification?

List types of musical instruments:

DANCE  DEEJAY  Amplification:

SPORTING EVENT  Yes  Type:  [insert]
Set-up Dates (Sporting events only):  10/2/16 (Same Day)

PLAY  If yes, what type:

CARNIVAL  CIRCUS  Will there be animals?  Name of animal:
If yes, types of animals:

SHOW OR EXHIBITION:  Type:

OTHER (describe)

Are required approvals attached, e.g., State, Recreation Dept.?

Is a street closing being requested?  No

Will food be prepared on the premises?  No

If so, is Health Dept. Inspection Approval attached?
Will LIQUOR be served? [X]

If yes, will you be applying for a Class F or F-1 Liquor License? [ ]

If not, will another's license be used? [ ]

If so, whose? [ ]

Will there be gambling, e.g., bingo, raffle, etc.? [ ]

Do you have State Police Approval? [ ]

List Names of Vendors [N/A]

Item to be Furnished [ ]

For Retail Sales – Have you completed a “Promoter’s Application For Permit to Operate a Show or Event” with RI Division of Taxation? (Contact No.: 222-2957)

FIREWORKS

Do you or the pyrotechnic have Newport Fire Marshal approval? [ ]

Location from where fireworks will be shot: [ ]

Time fireworks will begin: [ ] Duration: [ ]

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained. If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor's expense.

ROAD RACE, WALK-A-THON, ETC. On Roadway(s) [ ] On Sidewalk(s) [ ]

Has notification been made to residents along the route? [ ]

Have temporary signs been posted? [ ] (Signs must be removed by the following day.)

SPECIFIC ROUTE: [ ]
Morton Park
Newport, RI 02840

Google Maps  Morton Park

Wiffleball Tournament Oct. 2

3 Fields
Porta John
City of Newport, Rhode Island
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: 9/12/16

EVENT TITLE/TYPE: Sail for Hope / Fundraising Regatta

LOCATION OF EVENT: Newport Shipyard - 1 Washington Street

Date(s) of Event: October 15, 2016

Hours of Event: 3pm - 7pm

Holder of Event & DBA: Sail Newport, Inc.

Signature of Holder of Event: [Signature]

Printed Name: Katie Barker
E-mail address: Katie.Barker@sailnewport.org
Title: Events Manager

Address of Holder of Event: 60 Fort Adams Drive, Newport

Business Telephone: 401-846-1983
Residence Telephone:

Is Organization Non-Profit? Yes
Is Organization Religious? No

Is there a charge for admission? Yes

Is event to be on City, State, or Private Property? Private Property

Name of Property Owner of Event Site: ELI DANA, Newport Shipyard

Signature of Property Owner: [Signature]

Printed Name of Property Owner: ELI DANA

Will Event be Indoors or Outdoors? Outdoors (If outdoors, a Plan must be attached.)

Will Trash Barrels & Pick-up be provided: Yes

Do not yet have a plan for exact location as it depends on the boats that are in the Shipyards at the time.
If Outdoors, will toilet facilities be provided? Yes
If so, location of toilet facilities: Inside building / Porto-Johns
Will a tent be erected? Unknown
(Include on plan)
Expected Attendance: 300
Seating Capacity: N/A
For how many vehicles? City lot across street
Is parking available: Yes
CONCERT N/A Is staging or platform required? Amplification?
List types of musical instruments:
DANCE N/A DEEJAY N/A Amplification:
SPORTING EVENT N/A Type:
Set-up Dates (Sporting events only):
PLAY N/A If yes, what type:
CARNIVAL N/A CIRCUS N/A Will there be animals?
If yes, types of animals:
SHOW OR EXHIBITION: N/A Type:
OTHER (describe)
Are required approvals attached, e.g., State, Recreation Dept.? N/A
Is a street closing being requested? No
Will food be prepared on the premises? Yes - By Belle's Cafe
If so, is Health Dept. Inspection Approval attached?
Will LIQUOR be served?  
Yes  
If yes, will you be applying for a Class F or F-1 Liquor License?  
F-1  
If not, will another’s license be used?  
If so, whose?  

Will there be gambling, e.g., bingo, raffle, etc.?  
Do you have State Police Approval?  

List Names of Vendors  
N/A  

Item to be Furnished  
N/A  

For Retail Sales – Have you completed a “Promoter’s Application For Permit to Operate a Show or Event” with RI Division of Taxation?  (Contact No.: 222-2957)  

FIREWORKS  
N/A  

Do you or the pyrotechnic have Newport Fire Marshal approval?  

Location from where fireworks will be shot:  

Time fireworks will begin:  
Duration:  

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained.  
If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor’s expense.  

ROAD RACE, WALK-A-THON, ETC.  
On Roadway(s)  
On Sidewalk(s)  

Has notification been made to residents along the route?  
Yes  
Have temporary signs been posted?  
(Signs must be removed by the following day.)  

SPECIFIC ROUTE:
Dock & Facility Map
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: 9/19/16

EVENT TITLE/TYPE: Landing Seafood Fest

LOCATION OF EVENT: 30 Bowen’s Wharf

Date(s) of Event: 10-15-16 - 10-16-16

Hours of Event: 12-8 pm

Holder of Event & DBA: The Landing

Signature of Holder of Event: [Signature]

Printed Name: Patrick KiroY E-mail address: PatrickKiroY33@gmail.com Title: Owner

Address of Holder of Event: 16 1/2 Franklin

Business Telephone: 965 3094 Residence Telephone:

Is Organization Non-Profit? No Is Organization Religious? No

Is there a charge for admission? No

Is event to be on City, State, or Private Property? Private

Name of Property Owner of Event Site: Patrick KiroY

Signature of Property Owner: [Signature]

Printed Name of Property Owner: Patrick KiroY

Will Event be Indoors or Outdoors? Outdoors (If outdoors, a Plan must be attached.)

Will Trash Barrels & Pick-up be provided: Yes
APPLICATION FOR A SPECIAL EVENT LICENSE

(Page 2)

If Outdoors, will toilet facilities be provided? [Yes]

If so, location of toilet facilities: [Landing + Lounge Bar]

Will a tent be erected? [Yes] COPY OF TENT PERMIT MUST BE ATTACHED.

(Include on plan)

Seating Capacity: [75]

Expected Attendance: [100+]

For how many vehicles? [0]

Is parking available? [No]

CONCERT [Yes] Is staging or platform required? [No] Amplification? [Yes]

List types of musical instruments:

[Acoustic Guitar]

DANCE [No] DEEJAY [No] Amplification: [Yes]

SPORTING EVENT [No] Type:

Set-up Dates (Sporting events only):

PLAY [No] If yes, what type:

CARNIVAL [No] CIRCUS [No] Will there be animals? [No]

If yes, types of animals:

SHOW OR EXHIBITION: [ ] Type:

OTHER (describe)

Are required approvals attached, e.g., State, Recreation Dept? [ ]

Is a street closing being requested? [ ]

Will food be prepared on the premises? [ ]

If so, is Health Dept. Inspection Approval attached? [ ]
Will LIQUOR be served? 

If yes, will you be applying for a Class F or F-1 Liquor License? NO

If not, will another's license be used? YES

If so, whose? Sailor's Church

Will there be gambling, e.g., bingo, raffle, etc.? NO

Do you have State Police Approval? NO

List Names of Vendors

Item to be Furnished

For Retail Sales – Have you completed a “Promoter’s Application For Permit to Operate a Show or Event” with RI Division of Taxation? (Contact No.: 222-2957)

FIREWORKS N/A

Do you or the pyrotechnic have Newport Fire Marshal approval? 

Location from where fireworks will be shot:

Time fireworks will begin: 

Duration: 

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained. If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor's expense.

ROAD RACE, WALK-A-THON, ETC. N/A On Roadway(s) On Sidewalk(s)

Has notification been made to residents along the route? 

Have temporary signs been posted? (Signs must be removed by the following day.) 

SPECIFIC ROUTE:
City of Newport, Rhode Island
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: 9/11/16

EVENT TITLE/TYPE: Women in Business After Hours - Networking

LOCATION OF EVENT: Elms, Bellevue

Date(s) of Event: 10/19/16

Hours of Event: 6pm - 8pm

Holder of Event & DBA: Newport County Chamber of Commerce

Signature of Holder of Event: [Signature]

Printed Name: Erin Donovan Boyle
E-mail address: [Email]
Title: Executive Director

Address of Holder of Event: 35 Valley Road, Middletown

Business Telephone: 401-847-1608
Residence Telephone:

Is Organization Non-Profit? No
Is Organization Religious? No

Is there a charge for admission? Yes

Is event to be on City, State, or Private Property? Private

Name of Property Owner of Event Site: Preservation Society of Newport County

Signature of Property Owner: [Signature]

Printed Name of Property Owner: Preservation Society of Newport County

Will Event be Indoors or Outdoors? Indoors (If outdoors, a Plan must be attached.)

Will Trash Barrels & Pick-up be provided: Yes

ARE YOU INTERESTED IN MAKING YOUR EVENT "GREEN"? See B 4

If yes, telephone no. where you can be contacted:
If Outdoors, will toilet facilities be provided?  N/A

If so, location of toilet facilities:  
(Include on plan)

Will a tent be erected?  No  COPY OF TENT PERMIT MUST BE ATTACHED.  
(Include on plan)

Expected Attendance:  75  Seating Capacity:  120

Is parking available:  Yes  For how many vehicles?  50

CONCERT  No  Is staging or platform required?  
Amplification?  

List types of musical instruments:

DANCE  No  DEEJAY  No  Amplification:  

SPORTING EVENT  No  Type:  
Set-up Dates (Sporting events only):  

PLAY  No  If yes, what type:  

CARNIVAL  No  CIRCUS  
Will there be animals?  
If yes, types of animals:  

SHOW OR EXHIBITION:  No  Type:  

OTHER (describe)  Networking event  

Are required approvals attached, e.g., State, Recreation Dept.?  No

Is a street closing being requested?  No

Will food be prepared on the premises?  No

If so, is Health Dept. Inspection Approval attached?  

EVENT HOLDER: Newport County Chamber

APPLICATION FOR A SPECIAL EVENT LICENSE
(Page 3)

Will LIQUOR be served? [Yes]

If yes, will you be applying for a Class F or F-1 Liquor License? [No]

If not, will another’s license be used? [Yes]

If so, whose? [Caterer - Blackstone Caterer]

Will there be gambling, e.g., bingo, raffle, etc.? [Yes] Do you have State Police Approval? [Yes]

List Names of Vendors:

Caterer: N/A

Item to Be Furnished:

Heater as needed

For Retail Sales – Have you completed a “Promoter’s Application For Permit to Operate a Show or Event” with RI Division of Taxation? (Contact No.: 222-2957)

FIREWORKS

Do you or the pyrotechnic have Newport Fire Marshal approval? [No]

Location from where fireworks will be shot:

Time fireworks will begin: ______ Duration: ______

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained. If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor’s expense.

ROAD RACE, WALK-A-THON, ETC.

On Roadway(s) ______ On Sidewalk(s) ______

Has notification been made to residents along the route? ______
Have temporary signs been posted? ______ (Signs must be removed by the following day.)

SPECIFIC ROUTE:

__________________________________________________________________________

__________________________________________________________________________
Event Title/Type: New England Wrap Up Car Show
Location of Event: Eastons Beach Parking Lot
Date(s) of Event: October 23, 2016
Hours of Event: 9am-4pm
Holder of Event & DBA: Tom Whitaker, Ocean State Dubs
Signature of Holder of Event: ___________________________
Printed Name: Thomas P. Whitaker
E-mail address: Title: President
Address of Holder of Event: 10 Pennacook St., Newport, RI
Business Telephone: Residence Telephone: 401-864-0185
Is Organization Non-Profit? N/A Is Organization Religious? No
Is there a charge for admission? Yes
Is event to be on City, State, or Private Property? Yes
Name of Property Owner of Event Site: City of Newport
Easton's Beach 175 Memorial Blvd.
Newport, RI 02840
Signature of Property Owner: ___________________________
Printed Name of Property Owner: ERIK REIS
Will Event be Indoors or Outdoors? Outdoors (If outdoors, a Plan must be attached.)
Will Trash Barrels & Pick-up be provided: Yes
Are you interested in making your event “green”? No
If yes, telephone no. where you can be contacted: _______________
If Outdoors, will toilet facilities be provided?  Yes

If so, location of toilet facilities: Near Skate Park

Will a tent be erected?  No  COPY OF TENT PERMIT MUST BE ATTACHED.
(Include on plan)

Expected Attendance: 600  Seating Capacity:

Is parking available? Yes  For how many vehicles?

CONCERT  No  Is staging or platform required?  Amplification?

List types of musical instruments:

DANCE  No  DEEJAY  No  Amplification:

SPORTING EVENT  No  Type:

Set-up Dates (Sporting events only):

PLAY  No  If yes, what type:

CARNIVAL  No  CIRCUS  Will there be animals?  
If yes, types of animals:

SHOW OR EXHIBITION: Yes  Type: Car Show

OTHER (describe)

Are required approvals attached, e.g., State, Recreation Dept.?

Is a street closing being requested?  No

Will food be prepared on the premises?  Yes

If so, is Health Dept. Inspection Approval attached?
EVENT HOLDER
APPLICATION FOR A SPECIAL EVENT LICENSE
(Page 3)

Will LIQUOR be served?  [NO]

If yes, will you be applying for a Class F or F-1 Liquor License?  

If not, will another's license be used?  

If so, whose?  

Will there be gambling, e.g., bingo, raffle, etc.?  [NO]  Do you have State Police Approval?  [NO]

List Names of Vendors  

Item to be Furnished  

For Retail Sales – Have you completed a “Promoter’s Application For Permit to Operate a Show or Event” with RI Division of Taxation?  (Contact No.: 222-2957)

FIREFOWRKS  [ND]

Do you or the pyrotechnic have Newport Fire Marshal approval?  

Location from where fireworks will be shot:  

Time fireworks will begin:  

Duration:  

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained. If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor’s expense.

ROAD RACE, WALK-A-THON, ETC.  [NO]  On Roadway(s)  [ ]  On Sidewalk(s)  [ ]

Has notification been made to residents along the route?  

Have temporary signs been posted?  [ ] (Signs must be removed by the following day.)

SPECIFIC ROUTE:  

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
City of Newport, Rhode Island
APPLICATION FOR A SPECIAL EVENT LICENSE

Date: 9/1/16

Event Title/Type: Annual Cocktail Celebration & Silent Auction
Location of Event: Rosecliff, Bellevue Ave

Date(s) of Event: 11/4/16
Hours of Event: 6:30 pm - 10:00 pm

Holder of Event & DBA: Newport County Chamber of Commerce

Signature of Holder of Event: Erin Donovan-Boyle
Printed Name: Erin Donovan-Boyle  Title: Executive Director
Address of Holder of Event: 35 Valley Road, Middletown RI
Business Telephone: 401 847-1108  Residence Telephone: 

Is Organization Non-Profit? No  Is Organization Religious? No
Is there a charge for admission? Yes
Is event to be on City, State, or Private Property? Private

Name of Property Owner of Event Site: Preservation Society of Newport
Signature of Property Owner: [Signature]

Printed Name of Property Owner: The Preservation Society of Newport County

Will Event be Indoors or Outdoors? Indoors (If outdoors, a Plan must be attached.)
Will Trash Barrels & Pick-up be provided: Yes

Are you interested in making your event "Green"? Yes

If yes, telephone no. where you can be contacted: 

If Outdoors, will toilet facilities be provided?  No

If so, location of toilet facilities:  
(Include on plan)

Will a tent be erected?  No  COPY OF TENT PERMIT MUST BE ATTACHED.
(Include on plan)

Expected Attendance:  200  Seating Capacity:  300
Is parking available:  Yes  For how many vehicles?  150

CONCERT Yes  Is staging or platform required?  No  Amplification?  Yes

List types of musical instruments:
Swing Band

DANCE No  DEEJAY No  Amplification: No

SPORTING EVENT No  Type:  N/A
Set-up Dates (Sporting events only):  N/A

PLAY No  If yes, what type:  N/A

CARNIVAL No  CIRCUS No  Will there be animals?  N/A
If yes, types of animals:

SHOW OR EXHIBITION: Yes  Type: Possible Comedy act.

OTHER (describe) Planning still in progress for band and/or show.

Are required approvals attached, e.g., State, Recreation Dept.?  No

Is a street closing being requested?  No

Will food be prepared on the premises?  Yes
If so, is Health Dept. Inspection Approval attached?  No
Will LIQUOR be served?  Yes

If yes, will you be applying for a Class F or F-1 Liquor License? No

If not, will another's license be used? Yes

If so, whose? Caterer: Russ Morin Catering

Will there be gambling, e.g., bingo, raffle, etc.? Yes

Do you have State Police Approval? Yes

List Names of Vendors
- Band to be determined: N/A
- Caterer to be determined: N/A

Item to be Furnished
- Music/Comedian: N/A
- Food and Bar: N/A

For Retail Sales -- Have you completed a "Promoter's Application For Permit to Operate a Show or Event" with RI Division of Taxation? (Contact No.: 222-2957)

FIREWORKS

Do you or the pyrotechnic have Newport Fire Marshal approval? No

Location from where fireworks will be shot: __________________________

Time fireworks will begin: _______ Duration: _______

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained.
If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor's expense.

ROAD RACE, WALK-A-THON, ETC.

On Roadway(s) No On Sidewalk(s) No

Has notification been made to residents along the route? ______

Have temporary signs been posted? ______ (Signs must be removed by the following day.)

SPECIFIC ROUTE: ________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
DATE: August 25, 2016

EVENT TITLE/TITLE: Harvest Festival

LOCATION OF EVENT: St. Joseph's Church Hall

Date(s) of Event: November 5, 2016

Hours of Event: 9:30 am - 3 pm

Holder of Event & DBA: St. Joseph's Church

Signature of Holder of Event: Michael P. Dring

Printed Name: Michael Dring
E-mail address: doinm62@gmail.com
Title: Chairman

Address of Holder of Event: 80 Briarwood Ave 2B Middletown RI 02842

Business Telephone: N/A Residence Telephone: 603 930 2619

Is Organization Non-Profit? Yes Is Organization Religious? Yes

Is there a charge for admission? No

Is event to be on City, State, or Private Property? Private Property

Name of Property Owner of Event Site: St. Joseph's Church

Signature of Property Owner: [Signature]

Printed Name of Property Owner: Reverend Jacques Chavannes

Will Event be Indoors or Outdoors? Indoors (If outdoors, a Plan must be attached.)

Will Trash Barrels & Pick-up be provided? Yes
If Outdoors, will toilet facilities be provided? [N/A]

If so, location of toilet facilities: 
(Include on plan)

Will a tent be erected? [No] COPY OF TENT PERMIT MUST BE ATTACHED.
(Include on plan)

Expected Attendance: [50-100] Seating Capacity: 

Is parking available: [Yes] For how many vehicles?

CONCERT [No] Is staging or platform required? [ ] Amplification? [ ]

List types of musical instruments:

DANCE [No] DEEJAY [No] Amplification: 

SPORTING EVENT [No] Type: 

Set-up Dates (Sporting events only):

PLAY [No] If yes, what type:

CARNIVAL [No] CIRCUS [No] Will there be animals? [ ]

If yes, types of animals: 

SHOW OR EXHIBITION: [No] Type: 

OTHER (describe) Harvest Fair - indoor booths, food

Are required approvals attached, e.g., State, Recreation Dept.? 

Is a street closing being requested? 

Will food be prepared on the premises? 

If so, is Health Dept. Inspection Approval attached? 

Will LIQUOR be served?  

If yes, will you be applying for a Class F or F-1 Liquor License?  

If not, will another’s license be used?  

If so, whose?  

Will there be gambling, e.g., bingo, raffle, etc.?  Raffle  

Do you have State Police Approval?  

List Names of Vendors  N/A  

Item to be Furnished  

For Retail Sales – Have you completed a “Promoter’s Application For Permit to Operate a Show or Event” with RI Division of Taxation?  (Contact No.: 222-2957)  

FIREWORKS  N/A  

Do you or the pyrotechnic have Newport Fire Marshal approval?  

Location from where fireworks will be shot:  

Time fireworks will begin:  

Duration:  

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained.  

If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor’s expense.  

ROAD RACE, WALK-A-THON, ETC.  On Roadway(s)  ☐  On Sidewalk(s)  ☐  

Has notification been made to residents along the route?  

Have temporary signs been posted?  ☐ (Signs must be removed by the following day.)  

SPECIFIC ROUTE:  

________________________________________________________________________  

________________________________________________________________________  

________________________________________________________________________  

________________________________________________________________________  

________________________________________________________________________  

________________________________________________________________________  

________________________________________________________________________  

________________________________________________________________________  

________________________________________________________________________
<table>
<thead>
<tr>
<th>Event Title/Type:</th>
<th>Mystery at the Museum: Deck the Halls with Murderous Folly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of Event:</td>
<td>76 Bellevue Avenue, Newport</td>
</tr>
<tr>
<td>Date(s) of Event:</td>
<td>11/5, 11/12, 11/19, 11/26, 12/3, 12/10, 12/17, &amp; 12/31</td>
</tr>
<tr>
<td>Hours of Event:</td>
<td>7:00pm - 8:30pm</td>
</tr>
<tr>
<td>Holder of Event &amp; DBA:</td>
<td>Beechwood Foundation Inc. DBA Marley Bridges Theatre Co.</td>
</tr>
<tr>
<td>Signature of Holder of Event:</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Patrick Grimes</td>
</tr>
<tr>
<td>E-mail address:</td>
<td><a href="mailto:patrick@marleybridges.org">patrick@marleybridges.org</a></td>
</tr>
<tr>
<td>Title:</td>
<td>Artistic Director</td>
</tr>
<tr>
<td>Address of Holder of Event:</td>
<td>50 Dudley Ave, Newport RI 02840</td>
</tr>
<tr>
<td>Business Telephone:</td>
<td>401-324-9436</td>
</tr>
<tr>
<td>Residence Telephone:</td>
<td>401-578-3659</td>
</tr>
<tr>
<td>Is Organization Non-Profit?</td>
<td>Yes</td>
</tr>
<tr>
<td>Is Organization Religious?</td>
<td>No</td>
</tr>
<tr>
<td>Is there a charge for admission?</td>
<td>Yes</td>
</tr>
<tr>
<td>Is event to be on City, State, or Private Property?</td>
<td>Private Property</td>
</tr>
<tr>
<td>Name of Property Owner of Event Site:</td>
<td>Newport Art Museum and Art Association</td>
</tr>
<tr>
<td>Signature of Property Owner:</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Printed Name of Property Owner:</td>
<td>Norah Diedrich</td>
</tr>
<tr>
<td>Will Event be Indoors or Outdoors?</td>
<td>Indoors (If outdoors, a Plan must be attached.)</td>
</tr>
<tr>
<td>Will Trash Barrels &amp; Pick-up be provided:</td>
<td>Yes</td>
</tr>
</tbody>
</table>
If Outdoors, will toilet facilities be provided? [ ]

If so, location of toilet facilities: [ ]
(Include on plan)

Will a tent be erected? [No] [Yes] COPY OF TENT PERMIT MUST BE ATTACHED.
(Include on plan)

Expected Attendance: 75
Seating Capacity: 125

Is parking available: [Yes] For how many vehicles? 27

CONCERT [No] Is staging or platform required? [No] Amplification? [No]

List types of musical instruments:

DANCE [No] DEEJAY [No] Amplification: [ ]

SPORTING EVENT [No] Type: [ ]

Set-up Dates (Sporting events only): [ ]

PLAY [Yes] If yes, what type: Interactive Murder Mystery

CARNIVAL [No] CIRCUS [No] Will there be animals? [ ]

If yes, types of animals: [ ]

SHOW OR EXHIBITION: [ ] Type: [ ]

OTHER (describe) [ ]

Are required approvals attached, e.g., State, Recreation Dept.? [ ]

Is a street closing being requested? [No]

Will food be prepared on the premises? [No]

If so, is Health Dept. Inspection Approval attached? [ ]
EVENT HOLDER
APPLICATION FOR A SPECIAL EVENT LICENSE
(Page 3)

Will LIQUOR be served?

If yes, will you be applying for a Class F or F-1 Liquor License?

If not, will another’s license be used?

If so, whose?

Will there be gambling, e.g., bingo, raffle, etc.? No Do you have State Police Approval? 

List Names of Vendors Item to be Furnished

________________________________________
________________________________________
________________________________________

For Retail Sales – Have you completed a “Promoter’s Application For Permit to Operate a Show or Event” with RI Division of Taxation? (Contact No.: 222-2957)

FIREWORKS

Do you or the pyrotechnic have Newport Fire Marshal approval? N/A

Location from where fireworks will be shot:

Time fireworks will begin: ___________ Duration: ___________

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained. If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor’s expense.

ROAD RACE, WALK-A-THON, ETC. On Roadway(s) On Sidewalk(s)

Has notification been made to residents along the route? _____

Have temporary signs been posted? _____ (Signs must be removed by the following day.)

SPECIFIC ROUTE: ________________________________________

_____________________________________________________
_____________________________________________________
_____________________________________________________
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: 11/10/16

EVENT TITLE/TYPE: MLL BEST FRIENDS CLOSET CONSIGNMENT SALE

LOCATION OF EVENT: THE ELKS LODGE 141 PULASKI ST.

Date(s) of Event: 11/10/16 - 11/13/16

Hours of Event: 11/10 (5pm-8pm), 11/11 (10am-7pm), 11/12 (10am-5pm), 11/13 (10am-3pm)

Holder of Event & DBA: MICHELLE LEUS

Signature of Holder of Event: [Signature]

Printed Name: MICHELLE LEUS
E-mail address: MICHELLE LEUS BEST FRIENDS CLOSET SALE.COM
Title: OWNER

Address of Holder of Event: 5 BARBER ST NEWPORT, RI 02840

Business Telephone: 401.486.0167 Residence Telephone: [Number]

Is Organization Non-Profit? No Is Organization Religious? No

Is there a charge for admission? No

Is event to be on City, State, or Private Property? PRIVATE PROPERTY

Name of Property Owner of Event Site: ELKS LODGE

Signature of Property Owner: [Signature]

Printed Name of Property Owner: [Name]

Will Event be Indoors or Outdoors? Indoors (If outdoors, a Plan must be attached.)

Will Trash Barrels & Pick-up be provided? Yes

ARE YOU INTERESTED IN MAKING YOUR EVENT "GREEN"? No

If yes, telephone no. where you can be contacted: [Number]
EVENT HOLDER
APPLICATION FOR A SPECIAL EVENT LICENSE
(Page 2)

If Outdoors, will toilet facilities be provided? ✗

If so, location of toilet facilities: (Include on plan)

Will a tent be erected? ✗ COPY OF TENT PERMIT MUST BE ATTACHED.
(Include on plan)

Expected Attendance: 200 Seating Capacity: 

Is parking available: ✗ For how many vehicles? 30

CONCERT ✗ Is staging or platform required? 
Amplification?

List types of musical instruments:

DANCE ✗ DEEJAY ✗ Amplification:

SPORTING EVENT ✗ Type:

Set-up Dates (Sporting events only):

PLAY ✗ If yes, what type:

CARNIVAL ✗ CIRCUS ✗ Will there be animals?

If yes, types of animals:

SHOW OR EXHIBITION: ✗ Type: WOMAN'S CLOTHING

OTHER (describe) Retail Sale - woman's clothing consignment event

Are required approvals attached, e.g., State, Recreation Dept. ✗

Is a street closing being requested? ✗

Will food be prepared on the premises? ✗

If so, is Health Dept. Inspection Approval attached?
EVENT HOLDER
APPLICATION FOR A SPECIAL EVENT LICENSE
(Page 3)

Will LIQUOR be served?  η

If yes, will you be applying for a Class F or F-1 Liquor License?  

If not, will another's license be used?  

If so, whose?  

Will there be gambling, e.g., bingo, raffle, etc.?  η  Do you have State Police Approval?  

List Names of Vendors  

Item to be Furnished  

None  

None  

None  

For Retail Sales – Have you completed a “Promoter’s Application For Permit to Operate a Show or Event” with RI Division of Taxation? (Contact No.: 222-2957)  

FIREWORKS  

Do you or the pyrotechnic have Newport Fire Marshal approval?  η  

Location from where fireworks will be shot:  

Time fireworks will begin:  Duration:  

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained. If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor’s expense.  

ROAD RACE, WALK-A-THON, ETC.  On Roadway(s)  η  On Sidewalk(s)  η  

Has notification been made to residents along the route?  

Have temporary signs been posted?  (Signs must be removed by the following day.)  

SPECIFIC ROUTE:  

____________________________________________________________________  

____________________________________________________________________  

____________________________________________________________________  

____________________________________________________________________

____________________________________________________________________
<table>
<thead>
<tr>
<th><strong>DATE:</strong></th>
<th>August 15, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EVENT TITLE/TYPE:</strong></td>
<td>Salve Regina University 40th Annual Governor's Ball</td>
</tr>
<tr>
<td><strong>LOCATION OF EVENT:</strong></td>
<td>Ochre Court, 100 Ochre Point Avenue, Newport RI 02840</td>
</tr>
<tr>
<td><strong>Date(s) of Event:</strong></td>
<td>Saturday, December 3, 2016</td>
</tr>
<tr>
<td><strong>Hours of Event:</strong></td>
<td>9:00 pm to 1:00 am</td>
</tr>
<tr>
<td><strong>Holder of Event &amp; DBA:</strong></td>
<td>Salve Regina University</td>
</tr>
<tr>
<td><strong>Signature of Holder of Event:</strong></td>
<td>[Signature]</td>
</tr>
<tr>
<td><strong>Printed Name:</strong></td>
<td>Katherine Horoschak, <a href="mailto:katherine.horoschak@salve.edu">katherine.horoschak@salve.edu</a></td>
</tr>
<tr>
<td><strong>E-mail address:</strong></td>
<td>[E-mail address]</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>Asst. VP for Advancement</td>
</tr>
<tr>
<td><strong>Address of Holder of Event:</strong></td>
<td>100 Ochre Point Avenue, Newport RI 02840</td>
</tr>
<tr>
<td><strong>Business Telephone:</strong></td>
<td>401-341-2438</td>
</tr>
<tr>
<td><strong>Residence Telephone:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Is Organization Non-Profit?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Is Organization Religious?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Is there a charge for admission?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Is event to be on City, State, or Private Property?</strong></td>
<td>Private Property</td>
</tr>
<tr>
<td><strong>Name of Property Owner of Event Site:</strong></td>
<td>Salve Regina University</td>
</tr>
<tr>
<td><strong>Signature of Property Owner:</strong></td>
<td>[Signature]</td>
</tr>
<tr>
<td><strong>Printed Name of Property Owner:</strong></td>
<td>Salve Regina University</td>
</tr>
<tr>
<td><strong>Will Event be Indoors or Outdoors?</strong></td>
<td>Indoors (If outdoors, a Plan must be attached.)</td>
</tr>
<tr>
<td><strong>Will Trash Barrels &amp; Pick-up be provided:</strong></td>
<td>No</td>
</tr>
</tbody>
</table>
If Outdoors, will toilet facilities be provided?  N/A

If so, location of toilet facilities: N/A

(Include on plan)

Will a tent be erected?  N/A

COPY OF TENT PERMIT MUST BE ATTACHED.

(Include on plan)

Expected Attendance: 400

Seating Capacity: Not seated

Is parking available: Yes

For how many vehicles? All/200

CONCERT  No  Is staging or platform required?  No  Amplification?  N/A

List types of musical instruments:

DANCE  Yes  DEEJAY  No  Amplification: N/A

SPORTING EVENT  No  Type:

Set-up Dates (Sporting events only):

PLAY  No  If yes, what type:

CARNIVAL  No  CIRCUS  No  Will there be animals?  No

If yes, types of animals:

SHOW OR EXHIBITION:  No  Type:

OTHER (describe)

Are required approvals attached, e.g., State, Recreation Dept.?  N/A

Is a street closing being requested?  No

Will food be prepared on the premises?  No

If so, is Health Dept. Inspection Approval attached?  N/A
Will LIQUOR be served?
Yes

If yes, will you be applying for a Class F or F-1 Liquor License?
No

If not, will another's license be used?
Yes

If so, whose?
Sodexo Campus Services

Will there be gambling, e.g., bingo, raffle, etc.? No
Do you have State Police Approval? N/A

List Names of Vendors

Item to be Furnished

For Retail Sales – Have you completed a "Promoter's Application For Permit to Operate a Show or Event" with RI Division of Taxation? (Contact No.: 222-2957)

FIREWORKS

Do you or the pyrotechnic have Newport Fire Marshal approval? N/A

Location from where fireworks will be shot: N/A

Time fireworks will begin: N/A Duration: N/A

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained. If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor's expense.

ROAD RACE, WALK-A-THON, ETC.
On Roadway(s) N/A On Sidewalk(s) N/A

Has notification been made to residents along the route? N/A
Have temporary signs been posted? N/A (Signs must be removed by the following day.)

SPECIFIC ROUTE:

_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
City of Newport, Rhode Island
APPLICATION FOR A SPECIAL EVENT LICENSE

DATE: 19 SEPTEMBER 2016

EVENT TITLE/TYPE: LUCY'S HEARTH DESIGNER WREATH & BAKE SALE

LOCATION OF EVENT: EASTON'S BEACH ROTUNDA

Date(s) of Event: SATURDAY 3 DECEMBER 2016

Hours of Event: 9 AM - NOON

Holder of Event & DBA: LUCY'S HEARTH

Signature of Holder of Event: [Signature]

Printed Name: PATRICIA COUSSA E-mail address: PATECOUSSA@GMAIL.COM Title: BOARD MEMBER

Address of Holder of Event: 913 WEST MAIN ROAD, MIDDLETOWN

Business Telephone: 847-2021 Residence Telephone: 848-7515

Is Organization Non-Profit? YES Is Organization Religious? NO

Is there a charge for admission? NO

Is event to be on City, State, or Private Property? CITY PROPERTY

Name of Property Owner of Event Site: CITY OF NEWPORT

Signature of Property Owner: [Signature]

Printed Name of Property Owner: MARGARET M. MAGNER

Will Event be Indoors or Outdoors? Indoors (If outdoors, a Plan must be attached.)

Will Trash Barrels & Pick-up be provided? YES

7. YOU INTERESTED IN MAKING YOUR EVENT "GREEN"? YES

Telephone no. where you can be contacted: 848-7515
If Outdoors, will toilet facilities be provided?  

If so, location of toilet facilities:  
(Include on plan)

Will a tent be erected?  
(Include on plan)

**COPY OF TENT PERMIT MUST BE ATTACHED.**

Expected Attendance:  
Seating Capacity:  

Is parking available:  
For how many vehicles?  

**CONCERT**  
Is staging or platform required?  
Amplification?  

List types of musical instruments:  

**DANCE**  
**DEEJAY**  
Amplification:  

**SPORTING EVENT**  
Type:  
Set-up Dates (Sporting events only):  

**PLAY**  
If yes, what type:  

**CARNIVAL**  
**CIRCUS**  
Will there be animals?  
If yes, types of animals:  

**SHOW OR EXHIBITION:**  
Type:  

**OTHER** (describe)  
Are required approvals attached, e.g., State, Recreation Dept.?  

Is a street closing being requested?  

Will food be prepared on the premises?  

If so, is Health Dept. Inspection Approval attached?  

EVENT HOLDER: [Name]

APPLICATION FOR A SPECIAL EVENT LICENSE (Page 3)

Will LIQUOR be served?

If yes, will you be applying for a Class F or F-1 Liquor License?

If not, will another's license be used?

If so, whose?

Will there be gambling, e.g., bingo, raffle, etc.? [No]

Do you have State Police Approval? [Blank]

List Names of Vendors

None

Item to be Furnished

For Retail Sales – Have you completed a “Promoter’s Application For Permit to Operate a Show or Event” with RI Division of Taxation? (Contact No.: 222-2957)

FIREWORKS

Do you or the pyrotechnic have Newport Fire Marshal approval? [Blank]

Location from where fireworks will be shot: [Blank]

Time fireworks will begin: [Blank]  Duration: [Blank]

NOTE: If fireworks are to begin or end after 10:00 p.m., a sound variance must be obtained. If fireworks are for longer than 15 minutes, arrangements must be made for police detail officers at sponsor’s expense.

ROAD RACE, WALK-A-THON, ETC.

On Roadway(s) [Blank]  On Sidewalk(s) [Blank]

Has notification been made to residents along the route? [Blank]

Have temporary signs been posted? [Blank] (Signs must be removed by the following day.)

SPECIFIC ROUTE:

[Blank]

[Blank]

[Blank]
The undersigned respectfully petitions the Honorable Council for a HOLIDAY LICENSE to allow retail sales on the following holidays: New Year’s Day, Memorial Day, Fourth of July, Victory Day, Labor Day, Columbus Day, Veteran’s Day, or on any day which any sanctioned holiday is officially celebrated. No Holiday License shall be issued and a retail business shall not be open December 25th of any year or Thanksgiving Day, except pharmacies, retail stores that principally sell food products and which employ fewer than six employees per shift at any one location, flower, garden and garden accessory shops, video stores, and bakeries. (RI General Law 5-23)

Application is made for:

HOLIDAY SELLING LICENSE

Date: 8/1/16

LICENSE DURATION: April 1, 2016 through March 31, 2016

BUSINESS OWNER: NG HAPUEL America LLC

BUSINESS D/B/A: NORTH SALE S

BUSINESS LOCATION: 727 THAMES ST NEWPORT RI 02840

Owner/Representative: Fred Grover

Authorized Signature: [Signature]

Title: CEO

Owner’s Home Address: 77 MAT MORN ST. 777581214 E 152.5

Business Telephone No. (401) 356-2162 Home Telephone No.: 

MAILING ADDRESS: (circle one) (a) Business location (b) owner’s address (c) other (specify)

46 WEST 34TH ST NEW YORK NY (0.0.1)

E-Mail Address: T-Machine@North40s.com

The undersigned has been in business since (year): 2016

The business is principally engaged in the sale of the following types of goods: RETAIL CLOTHING

TRANSFERS ONLY COMPLETE THIS SECTION

PREVIOUS BUSINESS (ownership):

PREVIOUS BUSINESS D/B/A:

PREVIOUS BUSINESS ADDRESS:

PREVIOUS OWNER’S SIGNATURE:

License issued by: 

Date: 

Filing Fee $15.00 Date Paid: SEP 19 2016

FOR OFFICE USE ONLY

License Fee $100.00 Date Paid: SEP 19 2016

Transfer

DOCKET DATE: 

COUNCIL ACTION: 

DATE: 

New

Renewal
The undersigned respectfully petitions the Honorable Council for a HOLIDAY LICENSE to allow retail sales on the following holidays: New Year's Day, Memorial Day, Fourth of July, Victory Day, Labor Day, Columbus Day, Veteran's Day, or on any day which any enumerated holiday is officially celebrated. No Holiday License shall be issued and a retail business shall not be open December 25th of any year or Thanksgiving Day, except pharmacies, retail stores that principally sell food products and which employ fewer than six employees per shift at any one location, flower, garden and garden accessory shops, video stores, and bakeries. (RI General Law 5-23)

Application is made for: 

HOLIDAY SELLING LICENSE

DATE: SEP 19 2016

LICENSE DURATION: April 1, 2016 through March 31, 2017

BUSINESS OWNER: Gregory R Verdon

BUSINESS D/B/A: High hopes

BUSINESS LOCATION: 38 Broadway

Owner/Representative: Gregory R Verdon

Authorized Signature: [Signature] Title: Owner

Owner's Home Address: 24 Broadmoor Rd S, Kingsport, RI

Business Telephone No. 401-849-3764 Home Telephone No.: 401 361 3166

MAILING ADDRESS: (circle one) (a) Business location (b) owner's address (c) other (specify)

E-Mail Address: gregcoffin@gmail.com

The undersigned has been in business since (year): Sept 16

The business is principally engaged in the sale of the following types of goods: jewelry - clothing - body piercing - tapestries - e-cigarettes

TRANSFERS ONLY COMPLETE THIS SECTION

PREVIOUS BUSINESS (ownership): 

PREVIOUS BUSINESS D/B/A: 

PREVIOUS BUSINESS ADDRESS: 

PREVIOUS OWNER'S SIGNATURE:

Filing Fee $15.00 Date Paid SEP 19 2016 FOR OFFICE USE ONLY 

License Fee $100.00 Date Paid 

DOCKET DATE: 1-28-16 COUNCIL ACTION: Date: 

License issued by: Date: 

September 8, 2016

Dear Honorable Mayor and Newport City Council Members,

I hereby resign as Chair from the Newport Prevention Coalition effective immediately. I have sent out an email to the board members, citing my reasons in more detail. If you are interested, I can forward you a copy.

Thank you for allowing me the time to serve the Coalition.

[Signature]

Niko Merritt
Newport Prevention Coalition Chair
For Immediate Release: September 19, 2016

Contact: Thomas Ardito, Executive Director, Aquidneck Island Planning Commission

ardito@aquidneckplanning.org (401) 845-9299

Island Communities Receive Grant for Clean Water Partnership

US EPA Funds $1M “Island Waters” Program

(Middletown, RI) On Friday, the U.S. Environmental Protection Agency and Sen. Jack Reed announced a $1 million grant to the communities of Aquidneck Island for an innovative new program to protect and restore fresh and salt water quality on Aquidneck Island. The three-year program was developed by the Aquidneck Island Planning Commission in partnership with the City of Newport, Towns of Middletown and Portsmouth, Aquidneck Land Trust and Clean Ocean Access.

The grant is aimed at reducing storm water runoff, which washes pollution into drinking water reservoirs and coastal waters on and around Aquidneck Island. Storm water is a problem for water quality throughout the U.S.; however with relatively little protected watershed, large surface reservoirs, and some of the state’s most popular recreational beaches, Aquidneck Island is uniquely vulnerable to this type of pollution.

“Island Waters” will develop an inter-municipal partnership to help the communities develop more effective ways of managing storm water. For example, the partners will work together to identify, design and build high-priority storm water improvements Island-wide, and will look to share resources and training. While much of the “Island Waters” grant is for engineering and construction, the project also includes a storm water financing plan and extensive outreach to homeowners and other Island stakeholders.

“Island Waters” builds on extensive work by all three Aquidneck Island communities in recent years to improve storm water management and financing, including new watershed studies commissioned by Middletown and Newport, a storm water financing study by Middletown, and the establishment by Portsmouth of a wastewater management district. The project will also take advantage of recent work by Clean Ocean Access to test storm water for pathogens that threaten human health, and watershed conservation planning by the Aquidneck Land Trust. The partners will work closely with the state Dept. of Environmental Management, Dept. of Transportation and Eastern RI Conservation District to implement the project.

[continued]
“The three Aquidneck Island communities – and the Navy – share a single drinking water system, while all three municipalities contribute runoff to our reservoirs and coastal waters,” said Julia Forgue, P.E., Director of Utilities for the City of Newport. “The City welcomes the opportunity to work more closely with our Island neighbors to ensure clean, safe waters for residents and visitors.”

“Clean water is very important to Middletown residents, and the Town has been working hard to reduce storm water pollution from public roads, for example through the work we’re doing in the Maidford River watershed and at Second Beach,” said Shawn J. Brown, Middletown Town Administrator. “This grant will help further implement our watershed plans.”

“Through our new wastewater management district, Portsmouth is reducing septic system pollution, and this grant will help us eliminate illegal discharges to coastal waters,” said Richard A. Rainer, Jr., Portsmouth Town Administrator. “Moreover, the ‘Island Waters’ project will help Portsmouth to reduce pollution into the Island’s drinking water system.”

The project is funded by EPA’s Southeast New England Coastal Watershed Program, with additional funds from all six municipal and non-profit partners. The grant is providing $996,820 in federal funding toward a total project cost of $1,164,620. The partners are providing $167,800 in municipal & private match, much of it as “in-kind” match through staff support.

###
BHDDH  
14 Harrington Road  
Barry Hall  
Cranston, RI 02920

Subject: RFP # 7550738: Regional Prevention Task Forces

To Whom It May Concern:

We were pleased to support the proposal being submitted by the Newport County Prevention Coordinators in response to the Regional Prevention Task Force RFP. The six coalitions within Newport County are uniquely qualified to meet the prevention needs of our local communities.

The community coalitions within Newport County have a 29-year history of working together to address the issue of youth substance abuse and associated consequences. We are confident that the creation of a regional coalition supported by the local municipal communities, the State of Rhode Island, the local coalitions and coordinators and staffed by a regional coordinator will be the best structure to meet our local prevention needs. We appreciate Tiverton's willingness to serve as fiscal agent for the new regional entity. As a current federal Drug-Free Community grant recipient Tiverton has the organizational capacity to successfully execute the financial oversight required.

The Newport Prevention Coalition is pleased to offer our support to the proposal being submitted by the Newport County Prevention Coalition to serve as the regional prevention provider for Newport County.

Sincerely,

Newport Prevention Coalition
DRAFT – FOR CITY COUNCIL CONSIDERATION

September 20, 2016

BHDDH
14 Harrington Road
Barry Hall
Cranston, RI 02920

Subject: RFP # 7550738: Regional Prevention Task Forces

To Whom It May Concern:

The Newport City Council is pleased to support the proposal being submitted by the Newport County Prevention Coordinators in response to the Regional Prevention Task Force RFP. The six coalitions within Newport County are uniquely qualified to meet the prevention needs of our local communities.

The community coalitions within Newport County have a 29-year history of working together to address the issue of youth substance abuse and associated consequences. We are confident that the creation of a regional coalition supported by the local municipal communities, the State of Rhode Island, the local coalitions and coordinators and staffed by a regional coordinator will be the best structure to meet our local prevention needs. We appreciate Tiverton’s willingness to serve as fiscal agent for the new regional entity. As a current federal Drug-Free Community grant recipient, Tiverton has the organizational capacity to successfully execute the financial oversight required.

The City Council of the City of Newport is pleased to offer our support to the proposal being submitted by the Newport County Prevention Coalition to serve as the regional prevention provider for Newport County.

Sincerely,

NEWPORT CITY COUNCIL

By: ________________________________
   Jeanne-Marie Napolitano, Mayor

City Hall, 43 Broadway • Newport, Rhode Island 02840 • Tel: (401) 845-5436 • Fax: (401) 845-2510
September 6, 2016

The Honorable Mayor Jeanne Marie Napolitano  
The City Council of the City of Newport, Rhode Island  
Newport City Hall  
Newport, Rhode Island

Mayor Napolitano:

The Portsmouth Prevention Coalition is requesting on behalf of the Prevention Coalitions of Middletown, Jamestown, Tiverton and Little Compton a letter of support from the City Council of the City of Newport for the submission of Request for Funding Proposal to the Rhode Island Department of Behavioral Health, Developmental Disabilities and Hospitals to create the Newport County Prevention Coalition.

This RFP has been in response to a mandated regionalization of the community task forces/prevention coalitions as ordered by BHDDH and has had the input from all the town prevention coalitions including Newport. I have furnished background information and a template letter of support all the other towns in Newport County have gathered from our respective Town Councils, School Departments, Police and Fire Departments, mental health and treatment providers to accompany our response application.

Our proposal will maintain the individual municipal coalitions and formalizes the creation of Region 6 being the community coalitions in Newport County and recognized by BHDDH as such.

The details of the regionalization are included in the information forwarded to you and in discussions held with the Mayor, Mr. James Seveney, Vice-President of the Portsmouth Town Council who is helping the coalition coordinators with this RFP, and me, Ray Davis, Coordinator of the Portsmouth Prevention Coalition.

This RFP will allow for more local community joint programming and planning directly with our 6 communities in the county and allow us to jointly apply for larger grants and to share costs of mutually agreed upon programs, trainings, media etc.

Newport is a vital partner in this effort and has had a history of partnerships within the county over the years and your support is vital to show the commitment of all the communities in Newport County.

Thank you for your continued support of substance abuse prevention efforts in our county and our state.
Sincerely,

Ray D. Davis, BS, CPSS
Coordinator Portsmouth Prevention Coalition
846-2015
rdavisprevention@cox.net
TO: Portsmouth Town Council & Portsmouth School Department

FROM: Ray Davis, Coordinator, Marianne Raymo, Chair, and Portsmouth Prevention Coalition

SUBJECT: Request Letter of Support for Newport County Prevention Coalition Grant

DATE: 15 August, 2016

As a result of the change from state to federal funding for the Rhode Island Prevention Coalitions the Department of Behavioral Health, Developmental Disabilities and Hospitals (BHDDH), the funding source for said coalitions, is restructuring the model for the delivery of prevention services in the state. Thus, BHDDH has issued an RFP that will reorganize the current municipal coalitions into regional coalitions for the purposes of streamlining the funding process and contract management. BHDDH has created 7 regions within the state- each being required to submit a proposal to become the region’s prevention provider.

Newport County has been identified as a one of the 7 regions; the coalition coordinators from Newport County have met and are committed to submitting a proposal to create the Newport County Prevention Coalition with the Town of Tiverton/Tiverton Prevention Coalition serving as the fiscal agent. The RFP requires that the six municipal coalitions in the county form the new regional coalition. Additionally, a regional coordinator will be hired to manage the functions of the regional coalition. The six municipal coalitions will remain intact at the local level and the municipal coalition coordinator will continue to manage their local coalition. Monthly meetings of the regional coalition will help to engage the individual coalitions in regional efforts.

The former RISAPA funding that previously went to each municipality to support their prevention efforts will now primarily be regional funding with a much smaller contribution going to support the municipal coalition. A goal of the restructuring process is to have the regions access more local sources of support such as the Van Buren Trust and Newport County Rhode Island Foundation, federal resources as well as specialized state initiatives that may become available to coalitions.

The coordinators from Newport County are asking for the support of each town council, school committee and other key county stakeholders in the region for this grant. The coordinators are building a proposal that will best serve the communities within Newport County to ensure that the prevention of youth substance abuse and the associated consequences remain a priority within the County. We believe that in collaboration the existing coalitions are the best suited entity to respond to the RFP and will provide the most effective prevention delivery system within our Newport County communities.

Specifically, we are asking for letters of support signed by the town council, school committee and appropriate organizations/agencies that can be submitted to the state with our proposal. I have attached a letter of support template for your convenience.
I am requesting that the Portsmouth Prevention Coalition be placed on the next Town Council and School Committee agendas to formally address this issue and request support of this effort.

Respectfully,

[Signature]

Ray D. Davis, BS, CPSS
Coordinator Portsmouth Prevention Coalition
> -----Original Message-----
> From: Buddy Croft [mailto:buddy@ritba.org]
> Sent: Tuesday, September 20, 2016 9:39 AM
> To: Fay, Pat
> Cc: Nicholson, Joseph; Eric Offenberg; Joe Levesque; Jim malachowski;
> Marianne Durgin
> Subject: 9/28 Council Meeting
> 
> Patricia
>
> Per my phone call this morning the RI Turnpike and Bridge Authority was hopeful to brief the mayor and council at your 9/28 council meeting re upcoming construction projects on the Newport Pell Bridge.
> 
> Based on presentations at the Portsmouth and Bristol town councils it takes no more than 8-10 minutes
> 
> Hopeful you can place us at the beginning of the docket if at all possible
> 
> Thank you for your consideration of our request
> 
> Buddy Croft
> RITBA
> buddy@ritba.org
WHEREAS, the City Council received from the City Manager at its July 27, 2016, regular meeting the Decorative Streetlight Policy (May 2016), which had been developed in response to resolution 2014-124 and which provides proposed policy regarding the maintenance and preservation of decorative street lighting; AND

WHEREAS, the City Council directed, at the request of Councilor Neville, by a unanimous vote, that the policy be referred to a joint workshop with the Historic District Commission prior to November 8, 2016; AND

WHEREAS, the policy document represents the efforts of a broad spectrum of city staff and community stakeholders, including the City Preservation Planner (Helen Johnson), the Director of Public Services (Bill Riccio), the Assistant City Engineer (Frank Marinaccio) and a City/Preservation Society of Newport County (Madeline Berry), and community representatives of the Point Association, the Historic Hill Association, PSNC, Washington Square Advisory Commission, and the Architectural Forum, and include among its members three graduates of The Salve Regina University historic preservation program; AND

WHEREAS, research has established that the policy is ready to be implemented without conducting a workshop; NOW THEREFORE BE IT

RESOLVED, that the Council of the City of Newport rescinds its direction to conduct a workshop in this matter; AND BE IT FURTHER

RESOLVED, that the Decorative Streetlight Policy be included in the docket of the October 12, 2016, City Council meeting for a vote on its adoption as policy to guide the maintenance and preservation of decorative street lighting in the City of Newport, and that appropriate city staff be available at that meeting to answer council questions.

NAOMI NEVILLE
JUSTIN S. MCLAUGHLIN

IN COUNCIL
READ AND PASSED

Laura Swistak
City Clerk
CITY OF NEWPORT

RESOLUTION
OF THE
COUNCIL

WHEREAS, the City of Newport has been considering the redevelopment of Newport’s North End for many years with the acquisition of the Naval Hospital land an important element of that redevelopment; AND

WHEREAS, in November 2010 the City, in a submission made in pursuit of a Public Benefit Conveyance (PBC) mechanism for the waterfront portion of the hospital land, identified proposed use of that land generally for park and water-related recreation including boating and water transportation, and that the land be used for passive recreation including, but not limited to, pedestrian access, bikeway, and scenic viewing and that the proposed greenway would directly connect to existing public waterfront access along the adjacent city-owned Washington Street Extension located to the south of the hospital property; AND

WHEREAS, in July 2011 the City Council in Resolution 2011-097 reiterated the City’s interest in the use of a PBC mechanism in conjunction with an Economic Development Conveyance (EDC) mechanism for the land; AND

WHEREAS, the PBC and EDC conveyance mechanisms are no longer in play, however, community interest in the proposed use of the waterfront land as a park remains; AND

WHEREAS, in various documents prepared by the City associated with Naval Hospital land acquisition and redevelopment, the waterfront land at that site has been depicted as a public park and this has reinforced the community’s expectation of that eventual use; NOW, THEREFORE BE IT

RESOLVED, that the Council of the City of Newport reiterates its support of the previously proposed use of waterfront land at the Naval Hospital site as a public park and water-related recreation site including boating and water transportation.

JUSTIN S. MCLAUGHLIN
NAOMI L. NEVILLE

IN COUNCIL
READ AND PASSED

Laura C. Swistak
City Clerk
CITY OF NEWPORT

RESOLUTION
OF THE
COUNCIL

No. _______

WHEREAS, technology has advanced to the degree that members of organizations, committees, and governmental entities are able to participate in meetings remotely via telephone conference calls, the internet, and satellite-enabled audio and audio-video conferencing; and

WHEREAS, the Council of the City of Newport has established and appointed members to committees and working groups that are solely advisory in their nature and it would be beneficial to these advisory committees and working groups to allow their members to occasionally participate in meetings from remote locations in certain instances; NOW, THEREFORE, BE IT

RESOLVED, that the Council of the City of Newport hereby petitions the RI General Assembly to amend Section 42-46 of the RI General Laws, entitled, "Open Meetings" to establish procedures allowing the City of Newport to permit remote participation by means solely of live telephone conferencing, the internet, and satellite-enabled audio or audio-video conferencing of members of advisory boards and working groups only, subject to:

1. The Newport City Council’s approving the request of a the chair of an advisory board or working group to allow remote participation based upon the Council’s determination that it would be beneficial to the board or working group.

2. A member of an advisory board or working group may permitted to participate remotely in a meeting if the chair or, in the absence of the chair, the person authorized to chair the meeting, determines that one or more of the following factors make the member’s physical attendance unreasonably difficult:
CITY OF NEWPORT

RESOLUTION OF THE COUNCIL

No. __________

a) personal illness;
b) personal disability
c) emergency;
d) military;
e) geographic distance

3. The advisory board or working group must have a quorum of members physically present at the time the meeting convenes at the appointed time and place and remain for the duration of the meeting.

4. Any member of an advisory board or working group who wishes to participate remotely shall, as soon as reasonable possible prior to a meeting, notify the chair, or, in the chair's absence, the person chairing the meeting, of his or her desire to do so and the reason for and facts supporting his or her request.

5. At the start of the meeting, the chair shall announce the name of any member who will be participating remotely and the reason for his or her remote participating; this information shall be recorded in the meeting minutes.

6. When feasible, the chair, or in the chair's absence, the person chairing the meeting, shall distribute to remote participants in advance of the meeting copies of any documents or exhibits that he or she reasonably anticipates will be used during the meeting. If used during the meeting, such documents shall be part of the official record of the advisory board's meeting and shall be listed in the meeting minutes and retained with the minutes of said meeting.

RESOLVED: that a copy of this resolution be forwarded to the City's Legislation Delegation asking for introduction and support of the appropriate legislation reflecting the above to allow the City of Newport to continue expanding into the world of advanced technology; AND BE IT FURTHER
CITY OF NEWPORT

RESOLUTION
OF THE
COUNCIL

No. __________

RESOLVED: that copies of this resolution also be forwarded to all the cities and towns asking for their support of this proposed legislation.

NAOMI NEVILLE

IN COUNCIL
READ AND PASSED

Laura C. Swistak
City Clerk
City of Newport

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jeanne-Marie Napolitano & Members of the City Council
From: Joseph J. Nicholson, Jr., Esq., City Manager
Date: September 19, 2016
Subject: National Grid Petition – West Extension Street – New Pole

Staff Presentation: 
Applicant Presentation: 

RECOMMENDATION:

The Council’s consideration of the attached revised petition is requested. Staff has reviewed and recommends approval of the petition.

BACKGROUND AND FINDINGS:

Attached is petition from National Grid for the installation of a new pole on West Extension Street to provide electrical service to the International Yacht Restoration School (IYRS) property located at 10 Spring Wharf. The Departments of Police, Fire, Public Services, Utilities and Zoning & Development have advised that they do not have any concerns with the application as submitted. The Utilities Department requires that all Dig Safe markings must be completed prior to commencement of construction and that no changes be made in the field to the locations as marked. Additionally, the Utilities Department requires notification to Suez to mark subsurface sewer and stormwater infrastructure prior to commencement of construction (see attached memo).

PREVIOUS LEGISLATIVE ACTION
n/a

FISCAL IMPACT

____ Currently Budgeted (Account ____________)  ___ Requires additional appropriation  X  No Fiscal Impact

SUPPORTING DOCUMENTS

Petition from National Grid
Memorandum from Public Services Department
Memorandum from Utilities Department

Finance Dept. Review: _______ Date By: ________ (if applicable)

cc: Angela Birch, National Grid, 280 Melrose Street, Providence, RI 02907
July 12, 2016

Town of Newport
Pat Faye
43 Broadway
Newport, RI 02840

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole locations

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Angela Birch; 280 Melrose Street; Providence, RI 02907

If you have any questions regarding this permit please contact:

Angela Birch 401-784-7726

Very truly yours,

John Carey
John Carey, Engineering Supervisor, Distribution Design

Enclosures
PETITION OF THE NATIONAL GRID FOR
JOINT OR IDENTICAL POLE LOCATION

TO THE HONORABLE _______TOWN COUNCIL______________

OF _______NEWPORT_________________RHODE ISLAND

THE NATIONAL GRID

Respectfully asks permission to locate and maintain poles, wires and fixtures, including the necessary sustain and protecting fixtures to be owned and used in common by you petitioner along and across the following public ways:

WEST EXTENSION STREET PROPOSE NEW JO POLE LOCATION

Wherefore your petitioners pray that they be granted joint of identical location for existing poles and permission to erect and maintain poles and wires together with such sustaining and protecting fixtures as the may find necessary, said poles erected or to erected substantially in accordance with the plan filed herewith marked: 21286569

DATED 07/12/2016

Your petitioner agrees to reserve or provide space for one cross arm at a suitable point on each of said poles for the fire, police, telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

THE NATIONAL GRID

BY: John Carey

John Carey, Engineering

THE VERIZON NEW ENGLAND INC

BY: Daryl Carlin

ORDER

The foregoing petition been read, it was voted that the consent at the

For the use of public ways named for the purposes stated in said petition be and it hereby is granted------
work to be done subject to the supervision of

-------------------------------

A true copy of the vote at the______________________________

Adopted_________________________and recorded in Records Book#_________Page#

___________________________

CLERK
THE NARRAGANSETT ELECTRIC COMPANY AND VERIZON

PLAN TO ACCOMPANY PETITION DATED: ________________________________

TO THE: City ___________ OF: Newport ___________ FOR: Pole #1-50

JOINT POLE LOCATION ON: ______________________________________

DATE OF PLAN: 7/1/2016 PLAN#

DESCRIPTION OF WORK: Install one new pole in line with existing poles to provide electric service to 10 Spring Wharf.

DATE OF EXISTING GRANT: MAP#

SYMBOL KEY

- Existing Pole Location
- Proposed New Pole Location
- Existing Pole To Be Abandoned
- Proposed Anchor
MEMORANDUM

TO: Joseph J. Nicholson, Jr., Esq.
City Manager

FROM: William R. Riccio, Jr., PE
Director of Public Services

DATE: September 16, 2016

RE: NGRID Pole Petition: West Extension Street – New Pole

The Department of Public Services has reviewed the pole petition request for the subject location and provides the following comments:

1. West Extension Street: The location of this proposed pole does not have any issues. There are no trees or vegetation that will be disturbed, nor are there sidewalks that require special consideration for ADA. The shoulder is gravel and stone, so loaming and seeding is not required.

We recommend approval of this pole petition.

cc: file
TO: Julia Forgue, Director of Utilities
FROM: Robert C. Schultz, Jr., PE, Deputy Director of Utilities – Engineering
CC: J R Frey, Water Pollution Control Engineer
DATE: September 13, 2016

The Department of Utilities has reviewed the Proposed Pole Locations Plans for one new pole on West Extension Street, submitted by National Grid and Verizon, for the above referenced project. The installation of the proposed pole on West Extension Street will not directly interfere with any existing sanitary sewers, storm drains or water mains and services.

The project as presented is acceptable. Dig Safe Markings will be completed prior to construction commencing. In addition to contacting Dig Safe, Tom Ciolfi from Suez (845-2000) shall be contacted to mark subsurface sewer and stormwater infrastructure prior to construction commencing.

The Department requests that National Grid be advised that they are not to relocate their utility in the field due to existing conditions at the time of excavation. National Grid shall contact the Department of Utilities to coordinate review and identification of an alternative location from that which was previously approved as not in conflict.

The Department requires that National Grid contact the Department of Utilities if a City Utility (Water, Sewer and/or Stormwater), including service connections, is damaged. All repairs must be inspected and approved by the Department of Utilities prior to backfilling.
City of Newport

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jeanne-Marie Napolitano & Members of the City Council
From: Joseph J. Nicholson, Jr., Esq., City Manager
Date: September 14, 2016
Subject: Group Purchasing Agreements - Renewal
Staff Presentation: Laura Silrin, Director of Finance

RECOMMENDATION:

The Department of Finance requests the renewal of the currently City Council approved group purchasing agreements for the State of Rhode Island, State of Massachusetts, State of Connecticut, Plymouth County Cooperative, and the US Government Services Administration (GSA), for an additional five (5) year term.

BACKGROUND AND FINDINGS:

Interlocal Contracting and Joint Enterprise agreements are approved under RIGL 45-40.1-8, and the State of Rhode Island, State of Massachusetts, State of Connecticut, Plymouth County Cooperative and the US General Services Administration (GSA) have been approved by the State of RI Attorney General's Office and the Newport City Council through Resolution 2011-137 for a five (5) year term.

PREVIOUS LEGISLATIVE ACTION
2011-137

FISCAL IMPACT

Currently Budgeted (Account ) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS
Resolution

Finance Dept. Review: 9/21/16 Date By: (if applicable)
THE CITY OF NEWPORT

RESOLUTION

OF THE

COUNCIL

No. ..................


WHEREAS: The Department of Finance, Purchasing Division is requesting an extension of five (5) years, from July 1, 2016 through June 30, 2021.

NOW THEREFORE, BE IT RESOLVED: That the City approves a five (5) year term, from July 1, 2016 through June 30, 2021, for participation in the group purchasing agreements with the State of Rhode Island, State of Massachusetts, State of Connecticut, Plymouth County Cooperative, and the US Government Services Administration (GSA).

IN COUNCIL
READ AND PASSED

Laura C. Swistak
City Clerk
WHEREAS: the City currently participates in group purchasing agreements through the U.S. Government Services Administration (GSA) Contract Schedule Program, the Plymouth County Cooperative Bid and the State of Rhode Island Master Pricing Agreements (RIPA) as a direct purchasing source for City vehicles, equipment and supplies in an effort to pool purchasing resources and decrease costs; and

WHEREAS: the Administration is requesting an extension of the City's participation in the group purchasing agreements through the U.S. Government Services Administration GSA Contract Schedules (5-year term), the Plymouth County Cooperative Bid (5-year term), (as a municipality, the City is automatically eligible for participation in the RIPA) and authorization to enter into Master Pricing Agreements with the States of Massachusetts and Connecticut to realize savings on a regional basis. NOW THEREFORE BE IT

RESOLVED: that approval is hereby granted for participation in the purchasing agreements and pricing schedules of the U.S. GSA Contract Schedule Program, the Plymouth County Cooperative Bid and Master Pricing Agreements with the States of Massachusetts and Connecticut by the City of Newport for a period of five (5) years and the Mayor is authorized to sign the necessary documents in connection therewith, upon review of the City Solicitor's office, on behalf of the City.

IN COUNCIL
READ AND PASSED
September 14, 2011

[Signature]
Kathleen M. Silvia
City Clerk
City of Newport

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jeanne-Marie Napolitano & Members of the City Council
From: Joseph J. Nicholson, Jr., Esq., City Manager
Date: September 19, 2016
Subject: Show Cause Hearing - Shop on Thames, LLC, d/b/a The Shop on Thames - Violation of the General Laws of Rhode Island and Codified Ordinances of the City of Newport Failure to Meet the Conditions of the City Council in Granting of Victualing License: Failure to Pay Renewal Fees (Plus Penalties) for said Victualing License and Failure to Receive Clearance from the Newport Tax Collector

Staff Presentation: N/A

RECOMMENDATION:

It is recommended that the City Council impose such action as it deems just and fair for the apparent violation of the Rhode Island General Laws and City Ordinances because of the failure of the licensee with regard to the granting of the renewal of the victualing license for said premises.

BACKGROUND AND FINDINGS:

The licensee, Shop on Thames, LLC, d/b/a The Shop on Thames, has failed to meet the conditions of the Council in granting the Victualing License, has failed to meet the conditions of the Council in granting renewal of the Victualing License for the period of December 1, 2015 through November 30, 2016 because of the licensee's failure to pay renewal fees (plus penalties) for said victualing license and failure to receive clearance from the Newport Tax Collector.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account ________) ______ Requires Additional Appropriation ______ No Fiscal Impact

SUPPORTING DOCUMENTS
Notice of Show Cause Hearing - Letter delivered September 6, 2016

Finance Dept. Review: ______ Date By: ______ (if applicable)
TO: Shop on Thames, LLC
The Shop on Thames
397 Thames St., Unit 6
Newport, RI 02840

Please take notice that the within Complaint will be called for hearing before the City Council of the City of Newport in the Council Chamber of City Hall on the 18th day of September, 2016, at 6:30 p.m., or as soon thereafter as the matter may be heard.

City Manager

CERTIFICATE

I, ________________________, hereby certify that on the 6th day of September, I hand-delivered a true copy of the foregoing Complaint to Matthew Jasenier in his/her capacity as owner at the above-named establishment.

Police Officer

PLEASE RETURN THIS FORM TO THE CITY CLERK
Joseph J. Nicholson, Jr., in his capacity as City Manager and Director of Public Safety

vs.

Shop on Thames, LLC
The Shop on Thames
397 Thames St., Unit 6
Newport, RI 02840

COMPLAINT

JOSEPH J. NICHOLSON, JR., in his capacity as City Manager and Director of Public Safety of the City of Newport, hereby complains that the above-named licensee has violated the statutory and/or regulatory provisions of the General Laws of Rhode Island and the Codified Ordinances of the City of Newport in the following specifications:

Said licensee has failed to meet the conditions for the issuance of a Victuaing License by the City of Newport by failing to pay the license fee, receive clearance from the Newport Tax Collector, and payment of the late fee as required for the issuance of said Victuaing License.

WHEREFORE, the Director of Public Safety requests the City Council to take such action against the defendant licensee, including suspension or revocation of said Victuaing License, as the Council deems fair and just.

Joseph J. Nicholson
Director of Public Safety
City of Newport
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jeanne-Marie Napolitano & Members of the City Council
From: Joseph J. Nicholson, Jr., Esq., City Manager
Date: September 15, 2016
Subject: Award of Bid # 17-021 – Pavement Markings 2016
Staff Presentation: William R. Riccio, Jr., PE, Director of Public Services

RECOMMENDATION:

The Department of Public Services recommends awarding the Pavement Markings 2016 contract to the lowest, responsive bidder, Safety Marking, Inc. of Bridgeport, CT. The cost of this work will not exceed the total amount of $86,028.30. This total price includes $67,028.30 for anticipated contract construction work, $11,000.00 for Police Traffic Control that will be paid for by the City, and $8,000.00 in project contingencies.

BACKGROUND AND FINDINGS:

Construction bids were solicited for providing new pavement markings to Newport roadways and a total of two (2) bids were received. The work consists of applying yellow centerlines, white edge lines, stop lines, crosswalks, symbols (e.g., pavement arrows), and shared bike lane markings (Sharrows). It is anticipated that work will begin within two weeks of contract execution. Following department procedure, residents will be notified of pending work by department correspondence on the City website, local newspapers, and email notifications.

PREVIOUS LEGISLATIVE ACTION
N/A

FISCAL IMPACT

_X_ Currently Budgeted (Account 11-400-1450-50225) ____ Requires additional appropriation ____ No Fiscal Impact

SUPPORTING DOCUMENTS
Resolution
Bid Tabulation
Corporate Information

Finance Dept. Review: 9/21/16 Date By:_S____ (if applicable)
CITY OF NEWPORT

RESOLUTION
OF THE
COUNCIL

No. ____________

WHEREAS: The Director of Public Services requested sealed bids for the Pavement Marking Program 2016, Bid #17-021 with bids received on September 8, 2016; and

WHEREAS: Award has been recommended to the lowest, responsive bidder being Safety Marking, Inc., of Bridgeport, CT. The cost of this work will not exceed the total amount of $86,028.30. This total price includes $67,028.30 for anticipated contract work, $11,000.00 for Police Traffic Control that will be paid for by the City, and $8,000.00 in project contingencies (to be held in reserve by the City). NOW, THEREFORE, BE IT

RESOLVED: that the bid of Safety Marking, Inc., of Bridgeport, CT, is hereby accepted and the Mayor is authorized to sign said contract on behalf of the City, subject to favorable review by the City Solicitor and the total project cost in the amount of $86,028.30, including $67,028.30 contract work, $11,000.00 Police Traffic Control, and $8,000.00 contingency, is hereby approved.

IN COUNCIL
READ AND PASSED

Laura C. Swistak
City Clerk
City of Newport - Revised* Bid Tabulation
Pavement Marking Program
#17-021
Bid Closed: September 8, 2016

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. Unit</th>
<th>Safety Marking, Inc. BRIDGEPORT, CT</th>
<th>Unit Price</th>
<th>Total</th>
<th>Hi Way Safety Systems, Inc., Rockland, MA</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4 INCH YELLOW FAST - DRYING WATERBORNE PAVEMENT MARKING</td>
<td>385000.00 LF</td>
<td>$0.0359</td>
<td>$13,821.50</td>
<td>$0.041</td>
<td>$15,785.00</td>
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<tr>
<td>2</td>
<td>4 INCH WHITE FAST - DRYING WATERBORNE PAVEMENT MARKING</td>
<td>52,000.00 LF</td>
<td>$0.04</td>
<td>$1,866.80</td>
<td>$0.041</td>
<td>$2,132.00</td>
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<tr>
<td>3</td>
<td>4 INCH EPOXY RESIN PAVEMENT MARKINGS WHITE</td>
<td>9,000.00 LF</td>
<td>$0.23</td>
<td>$2,061.00</td>
<td>$0.21</td>
<td>$1,890.00</td>
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<tr>
<td>4</td>
<td>12 INCH EPOXY RESIN PAVEMENT MARKINGS WHITE</td>
<td>1,500.00 LF</td>
<td>$1.98</td>
<td>$2,970.00</td>
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<td>$3,000.00</td>
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<tr>
<td>5</td>
<td>24 INCH EPOXY RESIN PAVEMENT MARKINGS WHITE</td>
<td>7,500.00 LF</td>
<td>$3.99</td>
<td>$29,925.00</td>
<td>$4.00</td>
<td>$30,000.00</td>
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<tr>
<td>6</td>
<td>EPOXY RESIN PAVEMENT MARKING INDIVIDUAL SYMBOL</td>
<td>25.00 EA</td>
<td>$54.00</td>
<td>$1,350.00</td>
<td>$100.00</td>
<td>$2,500.00</td>
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<tr>
<td>7</td>
<td>EPOXY RESIN PAVEMENT MARKING MUTCD SHARROW</td>
<td>200.00 EA</td>
<td>$69.00</td>
<td>$13,800.00</td>
<td>$50.00</td>
<td>$10,000.00</td>
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<tr>
<td>8</td>
<td>REMOVE EXISTING PAVEMENT MARKINGS</td>
<td>100.00 LF</td>
<td>$0.60</td>
<td>$60.00</td>
<td>$2.00</td>
<td>$200.00</td>
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<tr>
<td>9</td>
<td>REMOVE EXISTING PAVEMENT MARKINGS</td>
<td>5.00 EA</td>
<td>$35.00</td>
<td>$175.00</td>
<td>$25.00</td>
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<td>10</td>
<td>FURNISH AND INSTALL TRAFFIC CONTROL DEVICES</td>
<td>1.00 LS</td>
<td>$999.00</td>
<td>$999.00</td>
<td>$3,000.00</td>
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<tr>
<td>11</td>
<td>POLICE TRAFFIC CONTROL</td>
<td>200.00 HR</td>
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<td>$11,000.00</td>
<td>$11,000.00</td>
<td>$11,000.00</td>
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</tbody>
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Total all items: $78,028.30 $79,632.00

*A portion of one of the bidder’s names was incomplete.
List the Officers of your Corporation or Principals of your LLC or attach a similar sheet separately. Award cannot be done without the attachment.

<table>
<thead>
<tr>
<th>Complete Company Name</th>
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</thead>
<tbody>
<tr>
<td>SAFETY MARKING, INC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Officer/Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Kelly</td>
<td>President</td>
</tr>
<tr>
<td>Mark Kelly</td>
<td>Secretary</td>
</tr>
<tr>
<td>Mark Kelly</td>
<td>Treasurer</td>
</tr>
</tbody>
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</tr>
</thead>
</table>

NOTE: Please provide any literature you feel may be necessary.
City of Newport

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jeanne-Marie Napolitano & Members of the City Council
From: Joseph J. Nicholson, Jr., Esq., City Manager
Date: September 16, 2016
Subject: Award of Bid No. 17-017 - SCADA Instrument System Maintenance and Related Support
Staff Presentation: Robert C. Schultz, Jr., Deputy Utilities Director-Engineering

RECOMMENDATION:

The Department of Utilities, Water Division staff, recommends the award of Bid #17-017- SCADA / Instrument System Maintenance & Related Support to Harbor Controls Corporation, North Kingstown, RI for 3 years with option to renew, at the discretion of the City, for two additional annual extensions. This is a not to exceed award, based on the approved Water Division Annual Budget allocation for SCADA Repairs and Maintenance. The award value for FY 17 will not exceed the total budget of $20,628. The bid established the following hourly service rates for the duration of the award:

- Standard Site Visit Service Rate (Mon. – Fri. 7:00 am through 3:30 pm): $125.00
- After Hours Site Visit Service Rate (Mon. – Fri. After 3:30 pm and Before 7:00 am): $125.00
- Holiday/Weekend Site Visit Service Rate: $125.00
- Telephone/Remote Login Rate (7 days/week and 24 hours/day): $75.00

BACKGROUND AND FINDINGS:

The City solicited bids from qualified firms to provide technical services to repair, maintain, and/or upgrade the Water Division’s Supervisory Control and Data Acquisition (SCADA) system on an as needed basis. The Water Division’s SCADA system allows the automated operation and data recording of the Station 1 and Lawton Valley Water Treatment Facilities. In addition to the Water Treatment Facilities, the Contractor shall also provide support for three (3) remote Pump Stations (Forest Avenue, Paradise and Sakonnet) and five (5) finished water storage facilities. The water system operates 24/7/365.

The City received one (1) bid on September 15, 2016. The bidder, Harbor Controls Corporation exceeded all qualification requirements, has considerable experience in this field, and historically has been responsive for the City.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

X Currently Budgeted (Accounts: 15-500-2222-50275 & 15-500-2223-50275)

___ Requires additional appropriation ___ No Fiscal Impact

SUPPORTING DOCUMENTS

Resolution
Bid Tabulation
Harbor Controls Qualifications
Corporate Information

Finance Dept. Review: 9/14/16 Date By: J.S. (if applicable)
THE CITY OF NEWPORT

RESOLUTION

OF THE

COUNCIL

No. ..................

WHEREAS: The City of Newport requested Sealed Bids SCADA/Instrument System Maintenance and Related Support, Bid # 17-017. Bids were received on September 15, 2016.

WHEREAS: Award has been recommended for three (3) years with an option to renew, to the only bidder being Harbor Controls, Inc., of North Kingstown, Rhode Island at the submitted hourly services rates with an FY17 total NTE cost of $20,628.00.

Standard Site Visit Service Rate
(Mon.–Fri.–7:00am through 3:30 pm): $125.00 per hour

After Hours Site Visit Service Rate
(Mon. – Fri. After 3:30 pm and Before 7:00 am): $125.00 per hour

Holiday/Weekend Site Visit Service Rate: $125.00 per hour

Telephone/Remote Login Rate
(7 days/week and 24 hours/day): $75.00 per hour

NOW THEREFORE, BE IT RESOLVED: That the bid of Harbor Controls, Inc., of North Kingstown, Rhode Island is hereby accepted at a total FY17 NTE cost of $20,628.00, and the Mayor is authorized to sign said contract on behalf of the City, subject to favorable review by the City Solicitor is hereby approved.

IN COUNCIL
READ AND PASSED

________________________________
Laura C. Swistak
City Clerk
Bid Tabulation # 17-017

SCADA/ Instrument System Maintenance and Related Support

(Department of Utilities – Water Division)

<table>
<thead>
<tr>
<th>Term</th>
<th>Year 1</th>
<th>Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three Year Term</td>
<td>July 1, 2016-June 30, 2019</td>
<td>July 1, 2020-June 30, 2021</td>
</tr>
<tr>
<td>Option Year 1</td>
<td>July 1, 2019-June 30, 2020</td>
<td>July 1, 2021-June 30, 2022</td>
</tr>
<tr>
<td>Harbor Controls Inc., North Kingstown, RI</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
</tr>
</tbody>
</table>

Bid Closed: September 15, 2016 @ 2:00PM
SCADA/INSTRUMENT SYSTEM MAINTENANCE
AND RELATED SUPPORT
Bid No. 17-017

CITY OF NEWPORT, RI

DEPARTMENT OF UTILITIES
WATER DIVISION

QUALIFICATION SUBMITTAL

September 14, 2016
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1) Corporate Information  
   - State of Incorporation  
   - Company Capabilities  
   - Key Personnel Contacts  

2) Resumes of Key Personnel  

3) Recently Completed Contracts and References  

4) Current Instrumentation and Control Projects  

5) Annual Maintenance Contracts and References  

6) Licenses and Certificates
Corporate Information

Office Locations

State of Incorporation: Harbor Controls, Inc
P.O. Box 263
85 Commerce Park Rd.,
North Kingstown, RI 02852
[P] 401.667.0930
[F] 401-667.0931

Harbor Controls Inc.
21 Butterfly Trail
Dartmouth, MA 02747
[P] 401.580.9566
[F] 508.998.7021

For additional information contact:
Paul Ouellette, [P] 401.580.9566
Ed Altiere, [P] 401.258.3682

Company capabilities

Certifications:
ISA Level 3 CCST
State of Rhode Island Telecommunications License
UL508 Panel Fabrication

Hardware & Software:

PLC Hardware: Allen Bradley, Modicon, GE Fanuc

PLC Software: Rockwell RSLogix 5000, RSLogix 500
Schneider Automation Concept
GE Fanuc Versamax

OIT Software: Rockwell Factory Talk View Studio
Allen Bradley Panelbuilder
Proface

SCADA Software: Rockwell Factory Talk View Studio SE
Rockwell RSView 32
Wonderware InTouch
Intellution IFix

Key Personnel

Paul Ouellette
[P] 401.580.9566
[Email] paulouellette@comcast.net

Ed Altiere
[P] 401.258.3682
[Email] ealtiere@cox.net
PAUL H. OUELLETTE
21 Butterfly Trail ♦ Dartmouth, MA ♦ 02747

EXPERIENCE WITH INSTRUMENTATION AND CONTROLS:
Over 15 years of experience in the water/wastewater field. Specializing in design, integration, and programming of Supervisory Control and Data Acquisition Systems (SCADA)

EMPLOYMENT EXPERIENCE:
2002-Present Harbor Controls Corporation
Founder/Owner
♦ Harbor Controls was established to continue the business of systems integration and service to the water/wastewater industry.
♦ Provide design, installation, programming, start-up and training services to New England client base.
♦ Provide 24/7 emergency support services.

1999-2002 Siegmund Environmental Services, Inc./Systems Integration Division
Operations Manager
♦ Provided system engineering and support for a wide variety of SCADA systems installed throughout New England.
♦ Interacted with design engineering firms, general and sub-contractors, and end-users.
♦ Responsible for the development, integration, and installation of over 50 SCADA projects.

1994-2002 Thielch Engineering/ALCO Division – Cranston, Rhode Island
Systems Engineer
♦ Manager of systems integration division.
♦ System programming of PLC control systems and Human Machine Interface (HMI) computer based control systems.
♦ Project Estimator

1993-1994 Hughes Air Craft – Middletown, Rhode Island
Engineer
♦ Configuration manager for government design projects. Maintained classified documentation throughout the engineering design and manufacturing of test equipment.

1987-1993 Purvis Systems Inc. – Middletown, Rhode Island
Engineer
♦ Test engineer. Developed hardware and software test equipment for missile simulator division of Naval Underwater System Center.
RELEVANT EXPERIENCE:
♦ PLC Programming of Allen-Bradley, GE, Modicon, and Siemens equipment
♦ HMI programming of Rockwell Automation, Intellution, and Wonderware
  graphical interface software
♦ Custom report programming for environmental regulatory requirements.
♦ SCADA system communications with leased line, radio, and Ethernet systems.

EDUCATION:
1987 BSEE, University of Massachusetts – Dartmouth, MA

PROFESSIONAL AFFILIATIONS AND REGISTRATIONS:
♦ Instrument Society of America
♦ American Water Works Association
EDWARD R. ALTIERE
29 Harbor Court ♦ North Kingstown, RI ♦ 02852

EXPERIENCE WITH INSTRUMENTATION AND CONTROLS:
Over 40 years of experience in the water/wastewater field, primarily servicing municipal clients, to include all aspects of design, installation, service, maintenance, and equipment operation of potable water and wastewater systems throughout New England, numerous areas within the United States, and many international locations.

EMPLOYMENT EXPERIENCE:
2002-Present Harbor Controls Corporation
Founder/Owner
♦ Harbor Controls was established to continue the business of systems integration and service to the water/wastewater industry.
♦ Continued interaction with consulting engineers, municipal personnel, general contractors, etc.
♦ Provide field support services to New England client base.

1999-2002 Siegmund Environmental Services, Inc./Systems Integration Division
Vice President
♦ Established Systems Integration Division, which provides design/build and equipment applications engineering for instrumentation, equipment and controls to manage water and wastewater treatment processes.
♦ Responsible for the day-to-day operation of this division.

1993-2002 Thielisch Engineering/ALCO Division – Cranston, Rhode Island
President
♦ Assumed position of President of the ALCO Division and Vice President of Thielisch Engineering, Inc.
♦ Responsible for the daily operation of the Division of Corporate management.
♦ Interacted with consulting engineers, municipal personnel, general contractors, suppliers and subcontractors involved in the water/wastewater field throughout the Northeast and also on an international basis.
♦ Completed 5-year employment contract with a one-year extension.

1970-1992 ALCO Engineering, Inc. – Providence, Rhode Island
Founder/Owner (Established in 1970)
♦ Provided field support services, instrumentation, controls, and integrated PLC/Computer-based control systems to municipal end users.
♦ Established apprenticeship/training program for new employees.
♦ Established service contracts for water/wastewater clients throughout New England.
♦ Parts Division sold to clients on a national and international level and provided through the mail repairs services for equipment and instrumentation.
♦ Maintained a full UL508 approved panel fabrication assembly shop.
♦ The Company quickly grew to include a select group of 25 water/wastewater professionals.
♦ In 1993, ALCO Engineering, Inc. was purchased by Thielsch Engineering.

1959-1970  BIF Industries – Providence, Rhode Island
Service Engineer, Systems Engineering Group
♦ Designed water/wastewater control systems from specifications, prepared submittal data, design electrical control circuits, prepared panel layout drawings, bills of material, operation manuals and performed shop testing of the completed systems. Projects were followed into the field for start-up supervision. Assignments required travel throughout the USA, Canada, and South America to complete commissioning of instrumentation and control systems.

RELEVANT EXPERIENCE:
♦ Maintained a representative relationship with several national manufacturers of related equipment.
♦ Over 40 years of building and maintaining New England client base.
♦ Interaction with contemporaries in various parts to the country.
♦ Provided supervisory engineering services on projects in various international locations including: on-site start-up of the Wastewater Treatment Facility, Canal Cities, Port Said – Egypt 1996-1997.
♦ Fully familiar with all aspects of municipal water/wastewater treatment plants.

EDUCATION:
1958  Graduate of Boston University College of Industrial Technology

PROFESSIONAL AFFILIATIONS AND REGISTRATIONS:
♦ Instrument Society of America-Level III Certification.
♦ American Water Works Association
♦ Providence Engineering Society
♦ Rhode Island Water Works Association
♦ Federal Aviation Administration
  Air Frame and Power Plant Certified (License #1377117)
♦ State of Rhode Island Telecommunications Contractor (License #3247)
♦ USCG 100 Gross Ton Master

PUBLICATIONS:
♦ Operation and Maintenance of Instrumentation Systems
  Journal of the New England Water Works Association
Recently Completed Projects and References

Leominster, MA
Veolia Water
Water Pollution Control Facility – Nutrient Removal Project & Headworks
Value: $431,000
Engineer: Wright-Pierce
Customer Reference: Stephen Mallat, Project Manager – Veolia Water
[P] 207.891.7512
[Email] Stephen.Mallat@veolia.com

Description: Supply instrumentation and control system for new chemical feed system, integrate Actiflo system and Lime system into overall plant SCADA. Transition existing plant controls from original plant control system, installed in 1980, to new PLC control system and SCADA computers.

Swansea, MA
Desalination Water Treatment Plant
Value: $375,000
Engineer: Hoyle, Tanner & Associates
Customer Reference: Robert Marquis – Superintendent
Water Department
700 Wilbur Avenue
Swansea, MA 02777
[P] 508.676.9097
[Email] rmarquis@comcast.net

Description: Provide complete plant control system to include instrumentation equipment and SCADA control systems, and interface with filter system equipment. System also includes remote monitoring and control with spread spectrum radio communications.

Nantucket, MA
Sconset Water Tower and Pump Station
Value: $75,000
Engineer: Haley & Ward
Customer Reference: Bob Gardner – Superintendent
Wannacomet Water Company
1 Milestone Rd
Nantucket, MA 02554
[P] 508-228-0022

Description: Construction of new water tower, pump station, and control building at Sconset, MA. Provide PLC controls, field instrumentation, and chemical feed systems. Fully integrate into owners existing SCADA system with licensed radio communications.
Recently Completed Projects and References

Bourne, MA
Construction of Well 8
Value: $65,000
Engineer: Haley & Ward
Customer Reference: Andy Campbell – Superintendent
211 Barlows Landing Rd.
Pocasset, MA 02559
[P] 508.563.2294

Description: Provide lime feed and flush system control panel and field instrumentation. Fully integrate into owners existing SCADA system.

Pascoag, RI
Water System SCADA
Value: $85,000
Engineer: Design Build with Owner
Customer Reference: Mike Kirkwood – General Manager
253 Pascoag Main St
Pascoag, RI 02859
[P] 401.568.6222

Description: Provide design build engineering service working directly with the Pascoag Utility District to design, install, and commission a fully SCADA system for their water distribution system. System consists of 2 water storage tanks, well pump station, interconnection meter station, and office with SCADA computer. System is configured for remote access via smart phone or tablet.

Barrington, RI
Wastewater Grinder stations upgrade
Value: $85,000
Engineer: Wright-Pierce
Customer Reference: John Signori – Lead Operator
[P] 401.742.4283

Description: Provide pump station upgrades at 5 stations. Installed PLC controls for duplex submersible pumping system, backup controls, and radio telemetry. Integrated stations into existing SCADA system for comprehensive control, monitoring, and alarm notifications.

Onset, MA
Water system SCADA
Value: $85,000
Engineer: Design Build with Owner
Customer Reference: Paul Bokoski – Superintendent
[P] 508.962.7416

Description: Work directly with owner to upgrade existing SCADA system. Install Allen Bradley PLC based controls, licensed 220MHz radio’s, and new field instrumentation.
Recently Completed Projects and References

Swansea, MA
Intake Station and Raw Water Pump Station
Value: $95,000
Engineer: Hoyle, Tanner & Associates

Description: Pumping stations and water storage tank for Desalination WTP water supply. Integrate pump station controls into plant SCADA over spread spectrum radio. Provided Allen Bradley ControlLogix processors and Panelview 1500 operator interface for pump station control and monitoring.

Bristol, RI
Water Pollution Control Facility
Value: $150,000
Beta Group Engineers
Customer Reference: Jose DaSilva – Superintendent
2 Plant Ave
Bristol, RI
[P] 401.253.8877

Description: Provide Radio SCADA system to monitor 9 remote sewer pumping stations and report back to WPCF master control panel and supervisory computer.

RI Economic Development Corporation
Value: $50,000
Customer Reference: Dennis Colberg – Superintendent
2 Plant Ave
Bristol, RI
[P] 401.295.1266
[E] dcolberg@qdcri.com

Description: Provide standalone pump station controls with radio SCADA remote monitoring of alarm conditions.

Leominster, MA
Veolia Water
Notown Water Treatment Plant
Value: $312,000
Engineer: Woodard and Curran
Customer Reference: Stephen Mallat, Project Manager – Veolia Water
[P] 207.658.4376
[Email] Stephen.Mallat@veoliawaterna.com

Description: Supply instrumentation and control system for water treatment plant. Integrate Siemens filter system into overall plant SCADA system. System allows operator complete monitoring and control of raw water, chemical feed, residual, decant, and finished water pumping systems.
Recently Completed Projects and References

Wilbraham, MA
Water Department
Value: $55,000
Engineer: Stantec
Customer Reference: Mike Framarin, Superintendent
240 Springfield St.
Wilbraham, MA 01095
[P] 413.596.2826
[Email] mframarin@wilbraham-ma.gov

Description: Provide instrumentation and control system for corrosion control facility. Install SCADA monitoring and controls at the corrosion facility, booster station, water storage tank and water department office.

Leominster, MA
Veolia Water
Distributing Reservoir Water Treatment Plant
Value: $175,000
Engineer: Wright-Pierce
Customer Reference: Stephen Mallat, Project Manager – Veolia Water
[P] 207.658.4376
[Email] Stephen.Mallat@veolia.com

Description: Supply instrumentation and control system for water treatment plant. Integrate Siemens filter system into overall plant SCADA system. System allows operator complete monitoring and control of raw water, chemical feed, residual, decant, and finished water pumping systems.

Weston, MA
Upgrades to Wellesly St. Pump Station
Value: $35,000.
Engineer: Wright-Pierce
Customer Reference: Stephen Fogg, PE – Town of Weston, Engineer
190 Boston Post Road By-Pass
Weston, MA 02493
[P] 781.893.7320 X345
[Email] fogg.s@westonmass.org

Description: Booster station control system for pumps controlled with VFD’s. Supply control panel with operator interface, SCADA computer with data logging and alarm notification.
Recently Completed Projects and References

Harrisville, RI
Booster Pump Station & Radio SCADA
Project Value $80,000
Engineer: Stantec
Customer Reference: Paul Bisson, Superintendent
115 Central Street
Harrisville, RI 02830
[P] 401.568.2224
[Email] pbisson@harrisvilleri.org

Description: New water booster station and remote SCADA control and monitoring of 6 pump stations and 2 water tanks with central monitoring at the water office. Master telemetry unit with PLC and OIT as well as PC with Rockwell Automation RSView32.

Jamestown, RI
Wastewater Treatment Facility and Remote Pumping Stations
Value: $102,000
Engineer: Volmer
Customer Contact: Doug Ouellette, Plant Foreman
Taylor Point
Jamestown, RI 02835
[P] 401.423.7295

Description: Provide main plant control and monitoring system and four pump station remote telemetry units.

Topsfield, MA
Water system SCADA
Value: $100,000
Engineer: Weston & Sampson
Customer Contact: Greg Krom
[P] 978.887.1517

Description: Install and maintain Allen Bradly PLC based SCADA system for 2 water tanks, 2 booster stations, and office, communications via licensed radio.

Jamestown, RI
Water system SCADA
Value: $175,000
Engineer: Fay Spofford & Thorndike
Customer Contact: Michael Crawford
[P] 401.641.2136

Description: Install and maintain Allen Bradly PLC based SCADA system for Water Treatment Plant and remote stations.
Recently Completed Projects and References

Cranston, RI
Water Pollution Control Facility
Project Value: $55,000
Engineer: Stantec
Customer Reference: Stephen Mallat, Project Manager – Veolia Water
[P] 207.658.4376
[Email] Stephen.Mallat@veoliawaterna.com

Description: Install new PLC based controls for 6 pumps at the Plant Headworks

Newport, RI
Lawton Valley WTP
Value: $80,000
Engineer: CDM
Customer Contact: Charlie Peckham
[P] 401.845.5825

Description: Provide SCADA control system for residuals pumping station and tank, and WTP chemical feed systems.
Current Instrumentation & Control Projects

Cumberland RI
Water Department: SCADA System Installation
Project Value: $250,000

Bristol County Water Authority (BCWA)
SCADA System Installation
Project Value: $325,000

Somerset, MA
Lees River Ave.
Wastewater Pump Station Upgrades
Project Value: $48,000

Bristol RI
Mt. Hope Pump Station Upgrade
Project Value: $55,000

Bristol RI
Water Pollution Facility
Headworks Upgrade Project
Project Value: 75,000

Warren RI
Locust Terrance Pump Station Upgrade
Project Value: $20,000

Norton, MA
Water & Sewer Department
Value: $175,000

Franklin, MA
Water & Sewer Department
Value: $250,000
Annual Maintenance Clients and References

Cumberland, RI

Contact: Chris Champi
(401) 658-0746

Description: Provide routine and emergency instrumentation and controls system service. Supplied, installed and placed into service 8 Variable Frequency Drives (20HP – 100HP), 6 Premium Energy Efficient Motors, and associated controls. This project was eligible for National Grid rebate program to 50% incentive. Completed 12/15/2012.

Project Value: $190,000.00

Town of North Kingstown, RI

Owner: Town of North Kingstown, RI
Department of Public Works
80 Boston Neck Rd.
North Kingstown, RI

Contact: Susan Licardi
Director of Water Supply
[P] 401.268.1521

Description: Maintenance of 9 water pumping stations and water storage facilities. Upgrades to current system in progress. Integration of new PRV station into SCADA system.

Town of Franklin, MA

Owner: Town of Franklin, MA
Department of Public Works
40 Hayward Street
Franklin, MA

Contact: Laurie Ruszala - Superintendent Water & Sewer Division
[P] 508.553.5650

Description: System service, annual meter testing. Design build upgrades to SCADA system infrastructure, enhancing value of overall system to over $500,000.
Annual Maintenance Clients and References

Town of Somerset, MA

Owner: Town of Somerset, MA
Water Department
3249 County Street
Somerset, MA 02726

Contact: Bob Lima – Superintendent
[P]: 508.674.4215

Description: System service, annual meter testing, etc.

Rhode Island Port Authority

Owner: Rhode Island Economic Development Corporation
67 Wilcox Street
North Kingstown, RI 02852

Contact: Dennis Colberg
[P] 401.295.1266

Description: Wastewater Treatment Plant and Ladd School Industrial Complex

University of Rhode Island

Owner: URI
103 Carlotti Admin. Bldg.
Kingstown, RI 02881

Contact: Dave Lamb
[P] 401.874.7896

Description: Instrumentation and control, chemical feed corrosion control (lime)
Annual Maintenance Clients and References

West Point Military Academy

Owner: West Point Military Academy
Building 667A
West Point, NY 10996
(914) 938-2109

Contact: Al Baty
Supervisor, Water/Wastewater Branch

Description: Instrumentation and Controls for 3 water treatment facilities, 9 water storage tanks, and 3 booster stations. Controls include PLC and radio telemetry.

Nantucket, MA

Owner: Wannacomet Water Company
(508) 228-0022

Contact: Bob Gardner
Superintendent

Description: Installed radio based SCADA system in year 2000.
Licenses and Certificates
Edward R. Aliere

is recognized as a Level III Certified Control Systems Technician (CCST)
for demonstrating outstanding knowledge and achievement in the field of instrumentation and control.
Rockwell Automation Commercial Programs
Enterprise Toolkit & Support User Guide

This guide is for active participants of the Commercial Toolkit Programs and may not be distributed to non-authorized users.

Global Commercial Programs
Welcome
Overview
Enterprise Toolkit Contents
Commercial Programs FAQ
Revs and Activation FAQ
Telephone Support
Online Support
Software, Firmware and Other Updates
Technical Reference Library
Adding Sites
Supported Products
Upgrade Options
International Numbers
RSTechED
Knowledge Network - Online Learning Series
Bid# 17-017

List the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment.

**Harbor Controls Inc.**

Complete Company Name

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Officer/Position</th>
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<tbody>
<tr>
<td>Paul Ouellette</td>
<td>President/Treasurer</td>
</tr>
<tr>
<td>Ed Altieré</td>
<td>Vice President/Secretary</td>
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<thead>
<tr>
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13
City of Newport

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jeanne-Marie Napolitano & Members of the City Council
From: Joseph J. Nicholson, Jr., Esq., City Manager
Date: September 1, 2016
Subject: Amendment #2 - Contract # 16-009 Engineering Services for Lawton Valley 2 MG Water Tank Project
Staff Presentation: Robert C. Schultz, Jr., Deputy Utilities Director-Engineering

RECOMMENDATION:

The Department of Utilities, Water Division staff recommends the award of Amendment #2, in accordance with Section X. Supplemental Agreements of Contract# 16-009 with C & E Engineering Partners, Inc., for Engineering Services for the Lawton Valley 2 Million Gallon Water Storage Tank Project for an amount not to exceed $28,600.00. Amendment #2 is for services associated with rebidding the project and then providing construction related engineering services during the construction contract for rehabilitating the interior and exterior coating systems on the storage tank. Funding for this project will be provided from the Water Division Capital Improvement Program. It is also recommended that the term of the contract be extended to June 30, 2017.

BACKGROUND AND FINDINGS:

Rehabilitation of the Lawton Valley 2.0 Million Gallon Storage Tank and installation of a hydrodynamic mixing system is required. C&E was contracted to prepare construction and bid documents for the work involved in this project and assist in project bidding. This project was bid on August 24, 2016. Two bids were received significantly above the estimated costs. The follow up with contractors identified the specified timeline for completion by the end of 2016 resulted in the high bids and some decisions not to bid. The City has decided to reject all bids and to rebid the project with a May 2017 completion date. The proposed work under this amendment addresses professional engineering services associated with rebidding the project and then providing the construction related engineering services during the construction contract associated with rehabilitating the interior and exterior coating systems on the storage tank.

PREVIOUS LEGISLATIVE ACTION
Council Resolution 2015-116- Original Contract #16-009
Council Resolution 2015-149- Amendment #1

FISCAL IMPACT
__X__ Currently Budgeted (Account# 15-500-2212-50440-154183) ___Requires additional appropriation
___ No Fiscal Impact

SUPPORTING DOCUMENTS
Resolution
Draft Amendment No 2 (includes Exhibits for Scope of Services, Fee Schedule)

Finance Dept. Review: 9/21/16 Date By: __S____ (if applicable)
CITY OF NEWPORT

RESOLUTION
OF THE
COUNCIL

No. _____________

RESOLVED: that Amendment No. 2 to the Contract and Agreement for Engineering Services for the Lawton Valley 2 Million Gallon Water Storage Tank Project, #16-009 between the City of Newport and C & E Engineering Partners Inc., is hereby approved at a cost not to exceed $28,600.00 and the term of the Contract and Agreement is extended to June 30, 2017 the Mayor is authorized to execute said Contract and Agreement, on behalf of the City, subject to favorable review by the City Solicitor.

IN COUNCIL
READ AND PASSED

Laura C. Swistak
City Clerk
City of Newport, Rhode Island  
Department of Utilities  
Water Division  

Engineering Services for Lawton Valley 2 MG Water Tank Project  

Project No. 16-009  

Contract Amendment No. 2  

PURPOSE  

C & E Engineering Partners, Inc. (C & E) has prepared this Contract Addendum for additional services relative to the Lawton Valley 2 MG Water Tank Project, City of Newport Contract No. 16-009. This project was bid on August 24, 2016. Two bids were received. Due to the high cost of the bids received the City has decided to reject all bids and to rebid the project with a May 2017 completion date. The proposed work under this proposal consists of providing directly to the City, through their agents and assigns, professional engineering services associated with rebidding the project and then providing construction related engineering services during the construction contract associated with rehabilitating the interior and exterior coating systems on the storage tank. This Contract Addendum is subject to the terms and conditions of the Contract and Agreement between C & E and the City of Newport, dated September 29, 2015.  

SCOPE OF SERVICES  

TASK 1 – PRECONSTRUCTION RELATED SERVICES  

A. Bidding Assistance - C&E will perform the following pre-construction related tasks involved in assisting the Town in securing Construction Bids from qualified contractors:  

- Revise bid documents to reflect project re-bidding  
- Preparation of a bid advertisement suitable for use by City for placement of advertisement in local newspapers and appropriate trade publications.  
- Answer contractor questions and issue addenda as necessary.  
- Securing Bids.  
- Attendance at Pre-Bid Conference.  
- Tabulation and Analysis of Bids.  
- Reviewing proof of Bidder's Qualifications.  
- Provide quantification of the contractor's suitability for award of the Construction Contract.  
- Assist the City in obtaining an executed construction contract.  

TASK 2 – CONSTRUCTION RELATED SERVICES  

A. Contract Administration Services - C&E shall provide Contract Administration Services associated with the contract. These services could include:  

- General administration of the construction contract.
- Act as owner's representatives in the interpretation of the contract documents.
- Carry out site visits to gauge the quality of construction and progress of construction.
- Conduct and attend field meetings, process field orders and clarifications on the work.
- Review and recommend change orders/work orders associated with the work.
- Review and approve/disapprove catalog cuts and shop drawings submitted by the contractor for compliance with Contract Plans and Specifications.
- Review and witness inspections and tests associated with construction.
- Review contractor's applications for payment. Make recommendations for approval and certify for approval by City.
- Review as-built drawings prepared by the contractor.
- Assist in project closeout, testing and startup.
- Coordinate ongoing project administration between the City and the project contractor.

B. On site Construction Observation- C&E will provide part time resident observation services as requested by the City. These services shall generally include the following tasks.

  a. On site Construction Observation - A part time resident project representative shall be on site to observe, at minimum, the coating portion of the project as well as inspections during critical aspects of the work in an effort to determine if the work is being completed in compliance with contract documents. C&E will meet with the City to determine the exact level of on site observation desired to address project budgetary constraints while meeting project goals and provide a part-time resident project representative to meet these objectives of observing the quality of construction of the project.

  b. Various Construction Related Observation Tasks - The on site construction observer as may be requested by the City shall complete the following tasks. These tasks will be coordinated with the Construction Administration Services portion of the contract.
- Review schedules and contract compliance.
- Attend onsite conferences and meetings.
- Serve as Contract Administrator's liaison with Contractor.
- Review shop drawings and samples.
- Review of completed work. Reject defective work, tests and inspections.
- Interpretation of contract documents.
- Maintain accurate recordings of onsite activities in a daily field log. Record all pertinent contract related activities and submit to the City.
- Provide periodic construction inspection reports to the City.
- Review pay requests for conformance with schedule of values, progress of completed work.
- Verify proper submission of all certificates, maintenance and O&M manuals.
- Issue Certificate of Substantial Completion.
- Prepare punch list, identify remaining work for conformance with contract documents.
- Coordinate and review required subcontract services as may be required during the course of the contract.

OUTSIDE SERVICES

There are no outside services associated with project.

SERVICES PROVIDED BY THE CITY

The City shall provide a contact person who will have the responsibility to direct C&E's efforts on an as
needed basis. In addition, the City shall arrange for water operations personnel to provide coordination in all aspects on the construction portion of the project. The City personnel will also be closely involved in taking the tank off line for service as well as returning this completed tank to service after satisfactory testing in accordance with RIDOH standards.

PERIOD OF SERVICE

The time period for performance of the services as set forth in the Scope of Services shall commence immediately and proceed for the following estimated three months of construction of the tank rehabilitation project. The term of the contract shall be extended to June 30, 2017.

BASIS OF COMPENSATION & ESTIMATED FEE

The City shall pay C & E for services rendered as described above, an amount based on actual accrued time in accordance with the Schedule of Fees in our September 29, 2015 contract with the City or as detailed herein. These services will be tracked under the scope outlined herein and will be billed on a Not-to-Exceed basis. A breakdown of our estimated fee not to exceed feed of Twenty-eight Thousand Six Hundred Dollars ($28,600) and includes reimbursable expenses (travel, reproduction, etc.) is attached.

ACCEPTANCE

This Contract Addendum may be accepted by signing in the appropriate space below and returning one copy to us. Thank you for the opportunity to submit this Contract Addendum. If you have any questions, please contact us at your convenience.
IN WITNESS HEREOF, the said parties hereto have caused this instrument to be signed by their duly constituted officers, attested, and sealed pursuant to proper resolutions.

By: _____________________________  
   Party of the First Part  
   
   Jeanne Marie Napolitano, Mayor, City of Newport, RI  
   (Printed Name and Title)  
   
   Date

By: _____________________________  
   Party of the Second Part  
   
   Thomas B. Nicholson, President C&B Engineering  
   (Printed Name and Title)  
   
   Date

Approved as to form by:

_______________________________  
   Christopher J. Behan, City Solicitor

   Date
## CITY OF NEWPORT, R.I.
MANPOWER AND FEE ESTIMATE
LAWTON VALLEY 2 MG GALLON WATER STORAGE TANK REHABILITATION PROGRAM
PROJECT RE-BIDDING AND CONSTRUCTION RELATED SERVICES

<table>
<thead>
<tr>
<th>Project Work Tasks</th>
<th>Chief Engineer Rate $105/hr</th>
<th>Managing/Project Engineer Rate $95/hr</th>
<th>Senior Project Engineer Rate $85/hr</th>
<th>Engineer Rate $50/hr</th>
<th>DAD Tech/Inspector Rate $50/hr</th>
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<td>Project Totals</td>
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<td>72</td>
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<td>25,290</td>
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</table>

**Expenses - Basic Services**
- Travel (Const. Phase) $1,400
- Reproduction $910
- Total Expenses $2,310

---

**Summary of Project Costs**
- Construction Related Services Services $26,290
- Evaluation and Design Phase
- Expenses (Design/Bidding Phase) $2,310
- Total Not to Exceed Cost Phase I $28,600
CITY OF NEWPORT

RESOLUTION
OF THE
COUNCIL
No. 2015-116

RESOLVED: that the Contract and Agreement for Engineering Services for the Lawton Valley 2 Million Gallon Water Storage Tank Project, #16-009 between the City of Newport and C & E Engineering Partners Inc., is hereby approved at a cost not to exceed $20,005.00 and the Mayor is authorized to execute said Contract and Agreement, on behalf of the City, subject to favorable review by the City Solicitor.

IN COUNCIL
READ AND PASSED
SEP 09, 2015

Laura C. Swistak
City Clerk
CITY OF NEWPORT

RESOLUTION
OF THE
COUNCIL

No. 2015-149

RESOLVED: that Amendment No. 1 to the Contract and Agreement for Engineering Services for the Lawton Valley 2 Million Gallon Water Storage Tank Project, #16-009 between the City of Newport and C & E Engineering Partners Inc., is hereby approved at a cost not to exceed $42,000.00 and the Mayor is authorized to execute said Contract and Agreement, on behalf of the City, subject to favorable review by the City Solicitor.

IN COUNCIL
READ AND PASSED
November 19, 2015

Laura C. Swistak
City Clerk
City of Newport

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jeanne-Marie Napolitano & Members of the City Council
From: Joseph J. Nicholson, Jr., Esq., City Manager
Date: August 31, 2016
Subject: Proposal Award # 17-008 - Engineering Design Services for Hillside Avenue Green Infrastructure Demonstration Project.
Staff Presentation: Julia Forget, Director of Utilities

RECOMMENDATION:
The Department of Utilities, Water Pollution Control Division staff recommends the award of a contract to perform Engineering Design Services for the Hillside Avenue Green Infrastructure Demonstration Project (#17-008), to Wright Pierce, Providence, RI for an amount not to exceed $41,320.00. Funding for this project will be provided from the Non-Point Source Implementation Grant (Clean Water Act-Section 319) and the Water Pollution Control Enterprise Fund.

BACKGROUND AND FINDINGS:
In June the City executed a grant agreement with the RIDEM for funds provided by the Section 319 of the Clean Water Act for the Hillside Avenue Green Infrastructure Demonstration Project. The grant award is for an amount not to exceed $279,863 and requires a 50% match contribution from the City comprised of in-kind services and funds totaling $279,863. The Hillside Avenue Green Infrastructure Demonstration Project is located within the City owned right of way adjacent to the Miantonomi Park between Beacon Street and Admiral Kalbfus Road and is intended to serve as an example of how green infrastructure techniques can be incorporated into City roadway projects.

The City solicited proposals from qualified engineering firms and received five (5) proposals on August 16, 2016. The engineering services requested consisted of advancing the conceptual design submitted with the grant application to final form with preparation of contract documents to be used for construction bidding. The written proposals were evaluated by Water Pollution Control Division staff based on technical criteria identified in the RFP which included relevant experience, thorough understanding of project, schedule, and quality control assurances. The firms were ranked on the quality and relative merit of the written proposals. The fee proposals of the top three firms were opened and evaluated.

The final ranking of the evaluated proposals with associated fee schedules is as follows:

1. Wright Pierce $ 41,320.00
2. Horsley Witten Group $ 43,753.20
3. CH2M $ 76,686.25

PREVIOUS LEGISLATIVE ACTION
Resolution No. 2016-68 - Section 319 Grant Agreement

FISCAL IMPACT
X Currently Budgeted (Account# 10-450-2500-50440) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS
Resolution
Proposal Tabulation
Proposal Evaluation
Draft Contract (includes Exhibits for RFP, Scope of Services, Project Schedule, Fee Schedule)
Corporate Information

Finance Dept. Review: 7/21/16 Date By: 25 (if applicable)
CITY OF NEWPORT

RESOLUTION OF THE COUNCIL

No. __________

RESOLVED: that the Contract and Agreement for Engineering Design Services for Hillside Avenue Green Infrastructure Demonstration Project (#17-008) between the City of Newport and Wright Pierce, is hereby approved at a cost not to exceed $41,320.00 and the Mayor is authorized to execute said Contract and Agreement, on behalf of the City, subject to favorable review by the City Solicitor.

IN COUNCIL
READ AND PASSED

__________________________
Laura C. Swistak
City Clerk
RFP Tabulation # 17-008

Engineering Design Services for Hillside Avenue Green Infrastructure Demonstration Project

(Department of Utilities-Water Pollution Control Division)

Northeast Engineers & Consultants, Inc., Middletown, RI
Wright-Pierce, Providence, RI
CDR Maguire, Providence, RI
Horsley Witten Group, Providence, RI
CH2M, Boston, MA

RFP Closed: August 16, 2016 @ 2:00PM
# Engineering Services for

**Hillside Avenue Green Infrastructure Demonstration Project**

**RFP #17-008**

**Technical Review Tabulation**

August, 2016

Rating: 10- Excellent; 7-9 – Good; 4-6 - Average; 2-3 - Fair; 1 - Poor

<table>
<thead>
<tr>
<th>Proposer</th>
<th>A. Tech. qualifications of staff assigned to proj.</th>
<th>B. Commitment of participants to project</th>
<th>C. Minimum of 5 yrs experience – design GI technologies</th>
<th>D. Thorough understanding of project objectives &amp; scope</th>
<th>E. Proposed Schedule and track record for completing projects on time</th>
<th>F. Description of quality control plan</th>
<th>Written Proposal Technical Content Score</th>
<th>G. Value of proposed fees</th>
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DRAFT
CITY OF NEWPORT, RHODE ISLAND
CONTRACT AND AGREEMENT

THIS AGREEMENT, made this ___ day of __________ in the year 2016, by and between the City of Newport, herein called the "City", party of the first part acting herein through its Mayor, and Wright Pierce hereinafter called the "Consultant", party of the second part;

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part itself, its successors and assigns, and the party of the second part for itself and heirs, executors, administrators, successors and assigns as follows:

I. CONTRACT INCLUDES

The Consultant shall furnish all labor, materials, unless specifically excluded, equipment and services for providing Engineering Design Services for Hillside Avenue Green Infrastructure Demonstration Project No.17-008. All appurtenant work as defined in the Request for Proposals #17-008, Exhibit “A” and the Scope of Services submitted by the Consultant to the City, Exhibit “B”. Consultant will provide services in a timely, thorough, workmanlike and substantial manner, in every respect to the reasonable satisfaction and approval of the Director of Utilities, in the manner and within the time hereinafter limited, and in accordance with the Notice to Bidders, Request for Proposals for Engineering Design Services No. 17-008, and Proposal dated August 16, 2016 submitted to the City by the Consultant, which together constitute the Contract Documents and the Contract Documents are hereby made a part of this Agreement as fully as if the same were repeated at length herein. Change Orders issued hereafter, and any other amendments executed by the City and the Consultant, shall become and be a part of this Agreement.

II. RATE OF PROGRESS AND TIME OF COMPLETION

The Consultant shall commence work under this Contract promptly upon receipt of written notification from the City to do so. The Consultant shall complete the work to the reasonable satisfaction of the City. The Consultant is not responsible for delays caused by City review, beyond that incorporated in the Scope of Services, changes to the Scope of Services, or other delays beyond the Consultant’s control. The Consultant shall provide services in accordance with the Project Schedule attached as Exhibit “C”, unless the schedule is adjusted as mutually agreed between the City and the Consultant.
III. TERM OF AGREEMENT

Unless terminated earlier in accordance with the terms of this Agreement, this Agreement shall terminate on June 30, 2017. Throughout such time, all fees and work specifications as identified herein shall remain in effect.

IV. FURNISHING AND OWNERSHIP OF PLANS, DATA AND REPORTS

The tracing of all drawings, the copies of computations, other calculations and notes, together with all other data and reports completed and accepted under this Contract are instruments of service, shall bear the endorsement of the Consultant, and shall become the property of the City upon payment therefor, except for the seal or stamp of the Consultant. The City may use this material for the specific purpose contemplated under this Agreement. Any use or reuse of any of the foregoing materials for anything other than the specific purpose contemplated under this Agreement, or alteration of any of the foregoing materials, shall be at the City’s sole risk and without legal liability to the Consultant. Notwithstanding the foregoing, it is understood and agreed that the Consultant’s use of its proprietary computer software, methodology, procedures or other proprietary information in connection with an assignment shall not give the City or anyone else any rights with respect to such proprietary computer software, methodology, procedures or other proprietary information, and the City agrees to keep confidential and not disclose such proprietary information to any third parties.

The Consultant shall not use any of the original data or plans completed under this Contract for any purpose (excluding marketing of the firm) without first obtaining the permission of the City.

V. PAYMENT

The Consultant’s fee for the professional services to be rendered under the “Scope of Services” shall consist of reimbursement of actual costs, expenses and profits directly attributable to this Agreement, as described herein.

The City agrees to pay the Consultant for work done by the Consultant not to exceed fee of $41,320.00 in accordance with the Fee Schedule identified as “Exhibit D”. Partial payments will be made on a monthly basis in proportion to the percentage of work completed and the balance of payment made when all work identified in the Scope of Services is completed. The lump sum fee includes actual out of pocket expenses such as mileage, parking, tolls, telephone, computer, printing, and other miscellaneous costs incurred specifically for this project.

VI. PROGRESS PAYMENTS

Payments for the work performed by the Consultant under the terms of this Contract shall be made as the work progresses, as follows:

1. Progress payments against the specified fee and/or fees as designated herein under Section V “Payment” may be made monthly in proportion to the value of the work performed in each calendar month; such work being documented by submission to the City by the Consultant of monthly progress reports for work covered by this contract.
showing the amount of work performed, both percentage and dollar wise, duly attested, for each phase of the required services covered by this Contract.

2. Miscellaneous expenses will be invoiced monthly to reflect actual costs incurred.

3. Invoice vouchers submitted for progress payments shall be consistent with an agreed upon format.

4. Final payment shall be made within sixty (60) days after receipt, acceptance and approval by the Department of Utilities of the final invoice voucher and, when required or requested by the City, of all the engineering and related services enumerated herein under “SCOPE OF SERVICES”, Exhibit “B”.

5. The acceptance of final payment by the Consultant shall operate as a release and be a release to the City, and any agent, from all claim and liability to the Consultant for payment for anything done or furnished for or relating to the work under this Contract, or for any act or neglect of the City or any of its agents, insofar as the execution of this Contract is concerned. The foregoing release shall not apply to the Consultant’s claims based on claims of third parties asserted after final payment for personal or bodily injury, including death, or damage to property, or both, nor shall it apply to the Consultant’s counterclaims, cross claims, or affirmative defenses in any legal action.

6. In accordance with City Standards, all invoice vouchers shall be paid within thirty (30) days of receipt of any such invoice voucher, unless disputed.

VII. CONSULTANT’S PERFORMANCE

The following general conditions and stipulations shall apply to this Contract:

1. All the services rendered pursuant to this Contract shall conform to the standards prescribed by the City and its Director of Utilities.

2. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the City shall have the right to annul this contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

3. The Consultant shall not engage, on a full or part-time or other basis during the period of this Contract, any professional or technical personnel who are or have been at any time during the period of this Contract in the employ of the City, except regularly retired employees, without the written consent of the public employer of such person.
4. The Consultant shall maintain a suitable and acceptable working office or offices within the State, or convenient thereto. The location and acceptability of said working office or offices shall be subject to determination by the City.

5. The Consultant shall not sublet any of the work contemplated by this Contract without approval of the City. Any employee of the Consultant who is declared undesirable to the City shall be removed from the project and shall not again be employed for any service under this Contract.

6. The Consultant shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this Contract and shall procure all necessary licenses and permits.

7. The Consultant and his/her subcontractors are to maintain all project books, documents, papers accounting records and other evidence pertaining to cost incurred, and to make such material available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the Contract for inspection by the City or any authorized representatives of government, and copies thereof shall be furnished if requested.

8. In developing surveys, plans and drawings for this project, the Consultant shall consult with the City with any phase involved in the proposed project, as noted in the Scope of Work.

VIII. LIABILITY

1. The Consultant agrees that his/her employees, sub-consultants, or agents possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

2. The Consultant shall be liable for all damage caused by its negligent acts, or its errors or omissions in its services under this Contract or any supplements to this Contract, and shall indemnify and save harmless that City and all its officers, agents with written contracts with the City evidencing such status, and servants (each a City Indemnitee) against any claims, suits, actions, damages, liabilities, and direct costs resulting from any negligent acts, errors and omissions willful or reckless misconduct, or negligent performance of the Consultant, except to the extent caused by the negligent acts, errors, omissions, willful or reckless misconduct of any City Indemnitee, in any forum, brought as a result of such negligent acts, errors, or omissions, willful or reckless misconduct or negligent performance, and shall carry liability insurance for that purpose, as specified by the City.

IX. INSURANCE

A. The Consultant shall procure and maintain, at its own expense during the life of the Contract, insurance liability for damages imposed by law, of the kinds and in the amounts specified, with insurance companies authorized to do business in the State. The insurance shall cover all work under this Contract, whether performed by the Consultant
or by subconsultant. Before commencing the work, the Consultant shall furnish
certificates of insurance in the form satisfactory to the City certifying that the policies
will not be changed or canceled until 30-day written notice has been given to the City.
The types of insurance are as follows:

1. Statutory Workers Compensation and Employers’ Liability Insurance for all of
   his/her employees to be engaged in work on the project under this Contract, and in
   case any such work is sublet, the Consultant shall require the sub-consultant
   similarly to provide.

2. Workers Compensation and Employers’ Liability Insurance for all of his/her
   employees to be engaged in such work. The Consultant shall file certificates with
   the Department of Utilities Contract Administrator showing this insurance on behalf
   of all employees of the Consultant has been purchased prior to award of this
   Contract.

B. The Consultant shall also carry full Professional Services Liability Insurance for errors
   and omissions, with a minimum aggregate amount of $1,000,000. This insurance shall
   be obtained by the Consultant at no direct cost to the City and shall remain in force from
   the date this Contract is executed to as long as liability may accrue under State Statute,
   Rhode Island General Laws (9-1-25 and 9-1-29).

C. The Consultant shall carry Liability and Property Damage Insurance with coverage in
   the following amounts:

   (a) Bodily injury liability: $500,000 each person $1,000,000 each occurrence.
   (b) Property damage liability: $500,000 each occurrence $1,000,000 aggregate.

D. No cancellation of said insurance, whether by the insurers or by the insured, shall be
   valid unless written notice thereof is given by the party proposing cancellation to the
   other party and to the City at least thirty (30) days prior to the intended effective date
   thereof which date shall be expressed in said notice. Notice of cancellation sent by the
   party proposing cancellation by registered mail, postage prepaid, with a return receipt of
   addressee requested, and executed shall constitute proof of submission of said
   certificate. An affidavit from any officer, employee or agent, duly authorized by the
   insured, shall be prima facie evidence that the notice was sent. This section shall apply
   to the legal representative, trustee, and the successor in interest of such Consultant.

E. The failure of the Consultant to maintain insurance coverage in accordance with the
   terms of this Contract shall constitute a violation of this Contract. Such failure may
   result in termination of the contract, at the option of the City.

F. The Consultant shall take notice that the cancellation of any insurance under this
   Contract shall not affect the obligation of the Consultant to maintain each coverage, or
   his/her obligations under Section IX ("Insurance") of this Contract, or his liability under
   Section VIII (Liability") of this Contract.

G. The Consultant shall also take notice that his/her insurer must be licensed to do business
   in the State of Rhode Island.
H. The Consultant shall file copies of all required insurance certificates with the City. All insurance certificates mentioned in this Article shall be attached to this Contract prior to award as Exhibit E.

X. SUPPLEMENTAL AGREEMENTS

No change in the character or extent of the work to be performed by the Consultant and affecting the completion date or fee schedule shall be made except by supplemental agreement in writing between the City and the Consultant. The supplemental agreement will set forth the proposed work, any extension of time for completion, if required, and adjustment, if any, of the fee to be paid to the Consultant.

In any case where the Consultant believes extra compensation is due him/her for work and services not covered by this Contract or Supplement thereto, he/she shall notify the City in writing of his/her intention to seek such compensation before he/she begins the work. The request must be passed upon by the City. In the case where the request is determined to be justified, it shall be allowed and paid for as Extra Work/Additional Work in accordance with the terms of a supplemental agreement entered into before such work is started.

XI. SPECIAL REQUIREMENT

Rhode Island General Law, Title 5, Chapter 8, prohibits any person and/or firm from practicing and/or offering to practice engineering in the State of Rhode Island without first being registered with the Rhode Island Board of Registration for Professional Engineers.

In accordance with those requirements, the signatories hereto certify to the City that the firm and/or individual or an individual within the firm has a current valid registration and/or certificate of authorization (as appropriate) issued by the Rhode Island Board of Registration for Professional Engineers authorizing it or them to practice or offer to practice engineering within the State of Rhode Island. The signatories hereto further expressly agree that in the event that such registration and/or certification shall become invalid during any period of time in which this contract is in force, the City may terminate this contract for cause upon written notice, said termination being without penalty to the City.

The firm and/or individual hereto further acknowledge that they are in possession of a current valid registration and/or certification issued by the Rhode Island Board of Registration for Professional Engineers which shall be at all times an essential requirement of this contract. This contract may be terminated at any time in which such registration or certification is not current and valid in accordance with the provisions of Title 5, Chapter 8, of the Rhode Island General Laws and the Rules and Registration for Professional Engineers.

XII. ADDITIONAL TERMS

1. The failure of either party to enforce at any time any of the provisions of the Contract, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a
waiver of such provisions, nor in any way to affect the validity of this Contract of any part thereof, or the right of the City or the Consultant to thereafter enforce each and every provision.

2. This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and the successors of the respective parties hereto.

3. Should any part, term, or provision of this Contract be by a court of competent jurisdiction declared invalid, illegal or in conflict with any law of the City, State or the United States, the validity of the remaining portions or provisions shall not be affected thereby.

XIII. INDEMNITY

The Consultant shall indemnify, defend and hold harmless the City, and its elected and appointed officers, directors, and employees (each a "City Indemnitee"), from and against (and pay the full amount of) any and all Loss-and-Expense incurred by a City Indemnitee to third parties arising from or in connection with: (1) any failure by the Consultant to perform its obligations under this Contract; or (2) the negligence or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Contract, except to the extent caused by the negligence or willful misconduct of any City Indemnitee. The Consultant's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Consultant which is intended to respond to such events. A City Indemnitee shall promptly notify the Consultant of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and the Consultant shall have the right to assume the defense of the claim in any Legal Proceeding and to approve any settlement of the claim. These indemnification provisions are for the protection of the City Indemnitees only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive termination of this Consulting Contract.

XIV. TERMINATION BY THE CITY

The City reserves the right to abandon, suspend or terminate the services of this Contract, or any part thereof, at any time, by giving written notice to the Consultant. Upon receipt of such written notification from the City, the Consultant shall cease operations on the part of the work of the Contract stipulated. Any finished or unfinished work products prepared, developed, furnished, or obtained under the terms of this Contract on behalf of the City, shall become the property of the City, deliverable to them as directed upon payment to the Consultant.

The Consultant shall be entitled to payment, calculated in accordance with Articles V, VI and X for any uncompensated services satisfactorily performed and expenses incurred prior to the final date of the written notice to abandon, suspend or terminate the services under this Contract, and for authorization services performed and expenses and costs incurred in effectuating such abandonment, suspension or termination.

Abandonment, suspension or termination of the Contract shall in no way limit any legal rights of the City with respect to the Consultant's services performed before such abandonment, suspension, or termination.
XV. EXECUTION OF CONTRACT

IN WITNESS HEREOF, the said parties hereto have caused this instrument to be signed by their duly constituted officers, attested, and sealed pursuant to proper resolutions.

By: ____________________________________________
    Party of the First Part (Signature)

Jeanne Marie Napolitano, Mayor, City of Newport, RI
(Printed Name and Title)

By: ____________________________________________
    Party of the Second Part (Signature)

Witness

Date: ____________________________________________

Witness

Date: ____________________________________________

Approved as to Form By:

Christopher Behan
City Solicitor

Date: ____________________________________________
EXHIBIT A

17-008– Request for Proposals
I. INTRODUCTION

The City of Newport, Department of Utilities, Water Pollution Control Division (City) requests proposals from consulting engineering firms (Consultant) for engineering design services associated with the design of green infrastructure technologies as part of a green infrastructure demonstration project in the City owned roadway and right-of-way along Hillside Avenue.

Funding for the design and construction is funded by sewer rates as part of the Water Pollution Control Division's capital improvement program and a grant awarded by the RIDEM Section 319 of Clean Water Act grant program. The Consultant will need to provide services that conform to all the grant agreement requirements.

II. STATEMENT OF THE PROJECT

The City has been working toward improved water quality in Newport Harbor and Aquidneck Island waterways for many decades. During this time, much progress has been made in the areas of wastewater treatment and Combined Sewer Overflow (CSO) control, but on-going monitoring and studies show that stormwater is now as significant a source of pollutants as wastewater and CSO sources. Scientific projections indicate that rainfall events will become more intense and more frequent in future decades placing even more emphasis on the significance of stormwater on water quality.

The City would like to identify Green Infrastructure (GI) technologies that are technically feasible for Aquidneck Island and its unique climate and soil conditions, and that can be implemented in areas owned by the City. One of the biggest assets that the City owns and operates, where GI can be implemented is City-owned roadways and rights-of-way. The purpose of this project is to develop a GI demonstration project in a City-owned roadway and right-of-way along Hillside Avenue to serve as an example of how GI could be incorporated into roadway projects within the City.

The City developed a conceptual design for GI demonstration Project along Hillside Avenue between Beacon Street and Admiral Kalbfus Road with the grant application for which the City received a Nonpoint Source Implementation Grant (Clean Water Act- Section 319) from the RIDEM. The conceptual design proposed the construction of infiltration trenches and porous pavers within the right-of-way/parking areas of Hillside Avenue and bioretention within the grass bump-outs between Hillside Avenue parking areas on the eastern side of Miantonomi Park between Beacon Street and Admiral Kalbfus Road. The drainage area identified for
the Hillside Avenue GI includes portions of Kennedy Street, Eisenhower Street, 
Dexter Street, and Dudley Avenue. Photographs of the existing site along with photo 
simulations of what the site will look like with the proposed GI are included in 
Attachment A. Attachment A was included with the Section 319 Grant application.

Educational signage is proposed to be installed proposed as part of the project in 
order to explain the GI technologies installed to the general public.

The Section 319 Grant and the City’s match are intended to fund the final design and 
construction of the GI demonstration project.

III. SCOPE OF SERVICES
The Scope of Services outlined within this request calls attention to certain objectives and 
general work items anticipated as part of the drainage investigation and flood analysis. 
The RFP does not propose to identify all details of the approach or the comprehensive 
Scope of Services to be used by the Consultant. The Department of Utilities recognizes 
the competence of qualified firms and encourages them to utilize their professional 
judgment and expertise in defining their approach to this project. As such, the 
Consultants are encouraged to review the example of services presented herein and make 
independent suggestions and recommendations in their proposal if it is felt that it will 
best meet the objectives of this RFP and best serve the needs of the City.

Respondents to this RFP are to provide a Scope of Services with all phases and tasks 
defined. A detailed cost proposal shall accompany, correlating all fees to complete their 
proposed scope of work. All work shall be under the direction and supervision of a 
professional engineer registered in the State of Rhode Island.

The City anticipates as an example that a Scope of Services may include, but not 
necessarily be limited to, the following elements:

1. Meetings and Project Administration
It is expected that the Consultant will meet with City staff immediately following the 
issuance of the Notice to Proceed to discuss the City’s goals and concerns regarding 
the project. Consultant shall assist the City in meeting the requirements of the 
Section 319 Grant. Additional progress meetings should be identified by the 
Consultant. An allowance for one (1) public workshop to present the results of the 
Consultant’s work and the recommendations shall be provided.

2. Field Survey
A topographic survey will be conducted sufficient for design and construction 
including all pertinent physical features. Base plans will be prepared showing the 
existing right-of-way and all features and improvements within the project limits. All 
existing utility information will be compiled from record plans and included on the 
base plans. The construction base plan sheets shall be 24” X 36”, 1 inch = 40 feet, 
horizontal scale; 1 inch = 4 feet vertical scale. The Consultant can obtain information 
from the City regarding the best available data regarding existing water mains, 
sanitary sewers and storm drains. The Consultant shall coordinate obtaining 
information for other utilities (gas, electric, etc) which may exist in the project areas.
The survey will be delivered signed and stamped by a Rhode Island-registered Professional Land Surveyor. The survey shall be generated on computer software, AutoCAD Version 2007 and delivered to the City on CD-ROM in .dwg and .pdf formats.

4. **Subsurface Exploration**
The Consultant shall develop and implement a geotechnical investigation and evaluation as deemed necessary for use in design and construction of the GI demonstration project. The investigation shall include, at a minimum, assessment of the soil conditions.

5. **Design**
The Consultant shall advance the conceptual design of the Hillside Avenue GI Demonstration Project to final for construction bidding. The design shall be consistent applicable Phase II Storm Water Regulations and the RI Storm Water Design and Installation Manual. The Consultant shall provide the City with two sets of contract documents (construction plans and specifications) for the project at the 60% and final design phase. The 60% design phase shall be developed to provide sufficient detail to apply for a UIC permit from RIDEM. The plans for the 60% design shall be forwarded to applicable utility companies for their review and comment regarding the proposed work as it relates to their utility infrastructure. Included in the 60% design phase will be an engineer's estimate for construction for each location. The Consultant shall proceed to the final design phase after receipt of all permits, comments from utility companies, and the review and approval by the City. The final submittal shall include an Operation and Maintenance Manual for the proposed green infrastructure elements.

For the contract documents the Consultant shall provide the technical specifications, bid proposal form, and measurement and payment section. The City shall provide standard front-end documents such as the Invitation to Bid, Standard Instructions to Bidders, General Conditions, Contract, etc. The Consultant shall be responsible for incorporating all Section 319 Grant requirements for construction contracts into the contract documents. The Consultant shall provide an itemized estimate for the project using the bid proposal form.

Plans shall be generated on computer software, AutoCAD Version 2007 and delivered to the City on a CD in .dwg and .pdf formats.

The format used for the contract documents shall be approved by the Department of Utilities. Written documents shall be prepared and delivered to the City on a CD prepared as a Microsoft Word document.

The Consultant within this contract shall provide 15 sets of contract documents for bidding purposes. The Contract documents shall be stamped by a Professional Engineer registered in the State of Rhode Island. The City's Purchasing Office will advertise the project for bidding purposes.

6. **Permitting and Approvals**
The Consultant shall coordinate identifying and obtaining all permits that may be required for the project including but not limited to an UIC permit from RIDEM.

Page 3 of 8
7. **Bidding and Contract Award Services**
   The Consultant shall facilitate the pre-bid meeting including preparation of the meeting minutes; respond to questions during the bidding period from contractors related to the design; recommend and prepare any addendums to the contract documents; and review and provide comments on bids and qualifications from responding construction firms. The Consultant shall facilitate a pre-construction meeting. The Consultant shall review and comment on all shop drawing submittals.

8. **Services During Construction**
   The City reserves the right to award, at a later date, construction administration and resident inspection services (at a level to be determined by the City) based on the performance of the Consultant during the design phase and other factors that may apply, including cost.

**IV. RESPONSE TO RFP**

Four (4) copies of the written proposal from qualified consultants shall be submitted to the Purchasing Office, City Hall, 43 Broadway, Newport, RI 02840 by **2:00pm on Tuesday, August 16, 2016**. Submittals should be clearly marked: **“Engineering Design Services for Hillside Avenue Green Infrastructure Demonstration Project, No. 17-008”**

It is the Consultant’s responsibility to ensure that the submission is delivered by the time and at the place described above. Submission received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a submission not properly addressed and identified. Any submission received after the time and date specified shall not be considered even if it is determined by the City that such non-arrival before the time set for opening was due solely to delay in the mails for which the submitter is not responsible. Conditional or qualified submission will not be accepted.

Proposals shall contain the following, as a minimum:

1. A qualification statement that includes, at a minimum: a company brochure, statement of the Consultant’s approach for the project described, description of the background, experience and involvement of personnel who will be assigned to this project, listing of projects similar in scope with contacts identified for reference and any other information the Consultant deems pertinent in assisting the City in reviewing their capabilities and qualifications with respect to the proposed project. Qualification statements shall clearly demonstrate full knowledge, understanding, and experience in the methods, techniques, and guidelines required for the performance of the required tasks.

2. A description of the function of each member of the Consultant’s project team assigned for the duration of the project shall be provided with his or her projected individual time commitments and rates. Similar information shall be provided for any sub-consultants that the Consultant intends to employ for this project.

3. Detailed proposal of the Consultant’s approach to the project in addition to a Scope of Services with specific tasks and time schedules identified.
4. Proposals shall include a not to exceed fee schedule identifying each distinct task of the Scope of Services with hours, labor category, hourly rate, and markup. All printing, travel and other miscellaneous costs shall be identified and included in the total not to exceed fee.

5. One (1) original and three (3) copies of the fee schedule for the proposed Scope of Services shall be submitted in a single sealed envelope under separate cover. This envelope will not be opened until the initial evaluation and rating of the written proposals has been completed. The fee schedule shall be signed by an authorized officer of the Consulting Firm.

6. A narrative description of the Consultant’s quality control plan

7. References, especially for similar engineering consulting services for storm drainage and flood analysis projects, and any other information the Company deems pertinent.

V. SELECTION PROCESS AND CRITERIA

This is a Request for Proposal, not a Request for Bid, responses will be evaluated on the basis of the relative merits of the proposal, in addition to fee. The award will be based upon the lowest-costing qualified evaluated proposal that best meets the requirements of the City. Written proposals will be reviewed and evaluated by City staff from the Department of Utilities, Water Pollution Control Division. Staff may ask questions of a clarifying nature if deemed necessary. The written proposals shall be ranked based on the selection criteria identified in this section. Also, if necessary, interviews may be scheduled with the top three (3) firms ranked as fully qualified and meeting the objectives of this RFP based on the information provided within the written proposal. The fee schedules of the top 3 ranked written proposals will be opened. The final ranking of the proposals including the fee schedule shall be in the order determined by the selection committee to be in the best interest of the City for the project. The City is not required to furnish an explanation of how a proposal rated or a statement of reasons why a particular proposal was not selected as most advantageous for the City. Unopened fee schedules shall be returned.

The following criteria will be used to evaluate the responses:

1. Technical qualifications and experience of project team and technical staff assigned to each phase of the project as described in the firm’s design approach.

2. Minimum of five years of relevant experience in design of green infrastructure technologies.

3. Commitment of the participants assigned to this project.

4. Demonstration of Consultant’s thorough understanding of the project objectives and scope

5. Proposed schedule and track record for completing projects on time and within budget.
6. Value of proposed fees.

7. Methods for assuring product quality, cost control, delivery schedule, and project oversight.

VI. GENERAL CONDITIONS

1. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of consultants prior to award and to select and negotiate the consultant services in the best interest of the City.

2. The Consultant shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposals.

3. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Consultant.

4. The Consultant shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.

5. All original documents and drawings shall become the property of the City after completion of the Consultant's work.

6. The City of Newport intends to recommend award of a contract to the City Council for the requested services within one (1) month of receipt of the proposals. The Consultant shall be prepared to commence work immediately upon execution of a contract with the City.

7. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.

8. The Consultant hereby agrees that it will assign to the City of Newport all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Newport.

9. Unless otherwise stated, invoices are to be submitted in duplicate upon delivery of service to the City c/o Newport Water Division. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.

10. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

11. City is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000-260. Please bill less these taxes.
12. The City of Newport's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

13. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

14. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

15. Unless otherwise specified all costs listed are firm for the term of the contract.

16. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

17. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.

18. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

19. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

20. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.

21. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.

22. The Consultant selected for this project shall procure and maintain the following types of insurance:

- Statutory Workers Compensation and Employer's Liability Insurance
- Professional Services Liability Insurance for errors and omissions ($1,000,000.00 minimum)
• Liability and Property Damage Insurance (a) Bodily injury liability: $500,000 each person, $1,000,000 each occurrence; (b) Property damage liability: $500,000 each occurrence, $1,000,000 aggregate.

VII. TECHNICAL POINTS OF CONTACT

Any questions regarding the RFP may be directed to Julia A. Forgue, P.E., Director of Utilities at (401) 845-5600.
EXHIBIT B

17-008– Scope of Services
PROJECT UNDERSTANDING

The City has been working toward improved water quality in Newport Harbor and Aquidneck Island waterways for many decades. During this time, much progress has been made in the areas of wastewater treatment and Combined Sewer Overflow (CSO) control, but on-going monitoring and studies show that stormwater is now as significant a source of pollutants as wastewater and CSO sources. Scientific projections indicate that rainfall events will become more intense and more frequent in future decades placing even more emphasis on the significance of stormwater on water quality.

The City would like to identify Green Infrastructure (GI) technologies that are technically feasible for Aquidneck Island and its unique climate and soil conditions, and that can be implemented in areas owned by the City. One of the biggest assets that the City owns and operates, where GI can be implemented is City-owned roadways and rights-of-way. The purpose of this project is to develop a GI demonstration project in a City-owned roadway and right-of-way along Hillside Avenue to serve as an example of how GI could be incorporated into roadway projects within the City.

The City developed a conceptual design for GI demonstration Project along Hillside Avenue between Beacon Street and Admiral Kalbfus Road with the grant application for which the City received a Nonpoint Source Implementation Grant (Clean Water Act- Section 319) from the RIDEM. The conceptual design proposed the construction of infiltration trenches and porous pavers within the right-of-way/parking areas of Hillside Avenue and bioretention within the grass bump-outs between Hillside Avenue parking areas on the eastern side of Miantonomi Park between Beacon Street and Admiral Kalbfus Road. The drainage area identified for the Hillside Avenue GI includes portions of Kennedy Street, Eisenhower Street, Dexter Street, and Dudley Avenue (see Figure 1). The total catchment area is approximately 65.3 acres.

Educational signage is proposed to be installed proposed as part of the project in order to explain the GI technologies installed to the general public.

The Section 319 Grant and the City’s match are intended to fund the final design and construction of the GI demonstration project. The 319 Grant amount is for $279,863 with a 50/50 City match.
Section 3
PROJECT SCOPE

SCOPE OF SERVICES

Task 1 Project Management
Standard contractual and project management duties (i.e. project tracking, invoicing, etc.) will be performed under this task.

Task 2 Meetings and Project Administration
Wright-Pierce will meet with City staff immediately following the issuance of the Notice to Proceed to discuss the City’s goals and concerns regarding the project. We will assist the City in meeting the requirements of the Section 319 Grant. We have included an allowance for two progress meetings (60% and 90% design) with the City and one (1) public workshop to present our work and the recommendations.

Task 3 Field Survey
Wright-Pierce is planning to subcontract the field survey to Narragansett Engineering Inc. (NEI), of Portsmouth, RI. NEI will conduct a topographic survey sufficient for design and construction including all pertinent physical features. Base plans will be prepared showing the existing right-of-way and all features and improvements within the project limits. All existing utility information will be compiled from record plans and included on the base plans. The construction base plan sheets will be 24" X 36", 1 inch = 40 feet, horizontal scale; 1 inch = 4 feet vertical scale. Wright-Pierce / NEI will obtain information from the City regarding the best available data regarding existing water mains, sanitary sewers and storm drains. Wright-Pierce will coordinate obtaining information for other utilities (gas, electric, etc) which may exist in the project areas. The survey will be delivered signed and stamped by a NEI Rhode Island-registered Professional Land Surveyor. The survey will be generated on computer software, AutoCAD Version 2007 and delivered to the City on CD-ROM in .dwg and .pdf formats.

Task 4 Subsurface Exploration
Wright-Pierce will develop and implement a geotechnical investigation and evaluation for use in design and construction of the GI demonstration project. The investigation will include, at a minimum, assessment of the soil conditions.

Task 5 Design
Wright-Pierce will advance the conceptual design of the Hillside Avenue GI Demonstration Project to final for construction bidding.
Section 3
PROJECT SCOPE

The design will be consistent applicable Phase II Storm Water Regulations and the RI Storm Water Design and Installation Manual. Our firm will provide the City with two sets of contract documents (construction plans and specifications) for the project at the 60% and final design phase. The 60% design phase will be developed to provide sufficient detail to apply for a UIC permit from RIDEM. The plans for the 60% design will be forwarded to applicable utility companies for their review and comment regarding the proposed work as it relates to their utility infrastructure. Included in the 60% design phase will be an engineer’s estimate for construction for each location. Wright-Pierce will proceed to the final design phase after receipt of all permits, comments from utility companies, and the review and approval by the City. The final submittal will include an Operation and Maintenance Manual for the proposed green infrastructure elements.

Task 6 Permitting and approvals
Wright-Pierce will coordinate identifying and obtaining all permits that may be required for the project including but not limited to an UIC permit from RIDEM.

Task 7 Bidding and contract awards
Wright-Pierce will facilitate the pre-bid meeting including preparation of the meeting minutes; respond to questions during the bidding period from contractors related to the design; recommend and prepare any addendums to the contract documents; and review and provide comments on bids and qualifications from responding construction firms. We will facilitate a pre-construction meeting. We will review and comment on all shop drawing submittals.

Task 8 Services during construction
Wright-Pierce understands that the City reserves the right to award, at a later date, construction administration and resident inspection services (at a level to be determined by the City) based on the performance of the Consultant during the design phase and other factors that may apply, including cost.

Schedule
A Preliminary Project Schedule is presented below and has been developed based upon our understanding of what best meets the needs for the project as defined in the RFP. A more detailed schedule will be provided upon discussions with the City regarding project goals at the initial kick-off meeting.
EXHIBIT C

17-008– Project Schedule
Section 3
PROJECT SCOPE

Task 0 - Contract Award
September, 2016

Task 1 – Project Management
September 1 – December 15, 2016

Task 2 – Meetings

Task 3 – Field Survey
September 15 – October 15, 2016

Task 4 – Subsurface Exploration
October 1, 2016

Task 5 – Design
September 15 – December 1, 2016

Task 6 – Permitting & Approvals
December 1 – December 31, 2016

Task 7 – Bidding & Contract Award
January 1 – March 15, 2017
EXHIBIT D

17-008—Fee Schedule
# FEE PROPOSAL

### ENGINEERING SERVICES

**HILLSIDE AVENUE GREEN INFRASTRUCTURE DEMONSTRATION PROJECT**

**CITY OF NEWPORT, RHODE ISLAND**

**PROPOSAL #17-008**

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**SUB-TOTAL LABOR**

**Printing & Reproduction**

**Miscellaneous Expenses**

**SUB-TOTAL EXPENSES**

**TOTAL BASE PROPOSAL FEE** $41,370

**Wright-Pierce**

Engineering a Better Environment
EXHIBIT E

17-008–Certificate of Liability Insurance – To Be Provided
RESOLUTION OF THE COUNCIL
No. 2016-68

RESOLVED: that Non-Point Source Implementation Grant Agreement (Clean Water Act-Section 319) between the Rhode Island Department of Environmental Management and the City of Newport in the amount of $279,836.00 for the Hillside Avenue Public Right-of-Way Green Infrastructure Parking Demonstration Project is hereby approved and the Mayor is authorized to execute said Grant Agreement Between the City of Newport and the Rhode Island Department of Environmental Management, on behalf of the City, subject to favorable review by the City Solicitor.

IN COUNCIL
READ AND PASSED
JUNE 8, 2016

Laura C. Swistak
City Clerk
**State of Rhode Island and Providence Plantations**  
**Office of the Secretary of State**

Division Of Business Services  
148 W. River Street  
Providence RI 02904-2615  
(401) 222-3040

**WRIGHT-PIERCE LIMITED** Summary Screen

The exact name of the Professional Service Corporation: **WRIGHT-PIERCE LIMITED**

**Entity Type:** Professional Service Corporation

**Identification Number:** 000034452

**Date of Organization in Rhode Island:** 05/13/1985

**The location of its principal office:**  
No. and Street: **99 MAIN STREET**  
City or Town: **TOPSHAM**  
State: **ME**  
Zip: **04086**  
Country: **USA**

**The mailing address or specified office:**  
No. and Street:  
City or Town:  
State:  
Zip:  
Country:

**Agent Resigned:** N  
**Address Maintained:** Y

**Name and address of the Registered Agent:**  
No. and Street: **THE WESTMINSTER SQUARE BUILDING 10 DORRANCE STREET, SUITE 640**  
City or Town: **PROVIDENCE**  
Name: **THOMAS SIMBRO, P.E.**  
State: **RI**  
Zip: **02903**

**The officers and all of the directors of the corporation:**

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address</th>
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| VICE PRESIDENT/DIRECTOR      | RICHARD N. DAVEE      | PO BOX 243  
SHEFFORD, ME 04078 USA                               |
| PRESIDENT/DIRECTOR           | JOHN W. BRACCI        | 80 SEASIDE AVE  
GUILFORD, CT 06437 USA                              |
| VICE PRESIDENT/DIRECTOR      | WALTER J. FLANAGAN III| 25 TURKEY RUN  
TOPSHAM, ME 04086 USA                               |
| VICE PRESIDENT/DIRECTOR      | JONATHAN C. EDGERTON  | 197 LEWIS HILL ROAD  
BOWDOON, ME 04327 USA                               |
| VICE PRESIDENT/DIRECTOR      | JEFFREY P. MUSCH      | 264 ACADEMY ROAD  
MONAOUTH, ME 04068 USA                              |
| VICE PRESIDENT/DIRECTOR      | PETER C. ATHERTON     | 1 LILIAN WAY  
SCARBOROUGH, ME 04074 USA                           |
| VICE PRESIDENT/DIRECTOR/CFO  | JOHN R. NELSON        | 44 EVERGREEN DRIVE  
YARMOUTH, ME 04096 USA                              |
| VICE PRESIDENT/DIRECTOR      | PAUL F. BIRKEL        | 104 MURRAY STREET  
PORTLAND, ME 04103 USA                             |
| VICE PRESIDENT               | CHRISTOPHER N. PIERCE | 44 KNOLLWOOD ROAD  
W. HARTFORD, CT 06110 USA                           |
| DIRECTOR                     | CHRISTOPHER N. PIERCE | 44 KNOLLWOOD ROAD  
W. HARTFORD, CT 06110 USA                           |

http://ucc.state.ri.us/CorpSearch/CorpSearchSummary.asp?ReadFromDB=True&...  
9/21/2016
The total number of shares and per value, if any, of each class of stock which the business entity is authorized to issue:

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Purpose
CONSULTING ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES
TITLE: 7-5.1-2

Select a type of filing from below to view this business entity filings:
ALL FILINGS
Annual Report
Annual Report - Amended
Annual Report - Reinstatement
Annual Reports - Prior to 2006

Click Here to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

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CITY OF NEWPORT, RHODE ISLAND
DAILY LIQUOR LICENSE APPLICATION

TO THE HONORABLE COUNCIL OF THE CITY OF NEWPORT:

Specify Class (F, F-1, or F-2 which?)

CLASS Liquor License

(Class F is Beer & Wine; Class F-1 is Full Privilege; Class F-2 is Auction)

DESIGNATION OF APPLICANT (which?): Non-Profit Organization

R.I. Non-Business Corp. OR Religious Org. OR Political Org. OR Caterer?

STATEMENT OF PURPOSE: Fundraising Regatta

STATEMENT OF DISTRIBUTION OF PROFITS (if requested without fee)

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<td>BUSINESS ADDRESS:</td>
<td>60 Fort Adams Drive, Newport</td>
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<td>BUSINESS PHONE:</td>
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NOTE: Alcoholic Beverages Must Be Purchased from a Rhode Island Wholesaler Licensee, except Caterers, who must purchase alcoholic beverages from a Rhode Island Class A Package Store.

APPLICANT: Katie Barker

SIGNATURE: Katie Barker / Events Manager

INITIALLING HERE INDICATES RECEIPT OF APPLICATION FOR MINOR BOOK.

FILING FEE $15.00 DATE PAID 9/12/16

LICENSE FEE DAILY (F=$15, F-1=$35, F-2=$35)

TOTAL LICENSE FEE (for # of __ Days) IS $35 DATE PAID _____________

ISSUED BY ___________ DATE ISSUED ___________

ACTION BY COUNCIL _______________ ACTION DATE ___________

App(13)LiquorDailyLicens
TO THE HONORABLE COUNCIL OF THE CITY OF NEWPORT:

Specify Class (F, F-1, or F-2 which?)  F-1  CLASS: Liquor License

(Class F is Beer & Wine; Class F-1 is Full Privilege; Class F-2 is Auction)

DESIGNATION OF APPLICANT (which?): RT Non-Business Corp.

R.I. Non-Business Corp. OR Religious Org. OR Political Org. OR Caterer?

STATEMENT OF PURPOSE: Landings Seafood Feast

STATEMENT OF DISTRIBUTION OF PROFITS (if requested without fee) 

---

Date(s) of Event: Oct. 15-16, 2016

Times (a.m. & p.m.): 12:00 pm - 8:00 pm

Event Name/Type: Landings Seafood Feast

Location of Event: 15 Market Square, 30 Bowen's Wharf

Organization/Corporate Name: Seamen's Church Inst.

D/B/A NAME: Same

BUSINESS ADDRESS: 15 Market Square, Newport, RI 02840

BUSINESS PHONE: 847-4260

ALTERNATE PHONE: 

NOTE: Alcoholic Beverages Must Be Purchased from a Rhode Island Wholesaler Licensee, except Caterers, who must purchase alcoholic beverages from a Rhode Island Class A Package Store.

APPLICANT: Rebecca Price

SIGNATURE

PRINT APPLICANT NAME/ TITLE

INITIALLING HERE INDICATES RECEIPT OF APPLICATION FOR MINOR BOOK.

FILING FEE $15.00 DATE PAID SEP 20 2016

LICENSE FEE DAILY (F=$15, F-1=$35, F-2=$35) SEP 20 2016

TOTAL LICENSE FEE (for # of 2 Days) IS $70.00 DATE PAID SEP 20 2016

ISSUED BY DATE ISSUED

ACTION BY COUNCIL ACTION DATE