

East Providence  
Zoning Board of Review

**SPECIAL USE PERMIT FORM**  
(Ref. #19-42)

This Form must be completed in full prior to  
being considered by the Zoning Board of Review.

File #	_____
Date of Filing	_____
Received By	_____
Date of Hearing	_____
Action	_____
Recorded	_____ BK _____ Pg _____

Phone Number: 518-961-0468

- LOCATION OF PROPERTY** 275 Ferris Avenue Avenue/Street  
Map \_\_\_\_\_ Block \_\_\_\_\_ Parcel 502-05-003-02 Zoning District 1-2
- Owner** Igus Bearings, Inc (Landlord) Latitude Beverage Company (Tenant Applicant)  
**Address** 275 Ferris Avenue, East Providence, RI 02916  
**Date of Purchase** \_\_\_\_\_  
**Proposed Lessee/Purchaser** Lessee  
**Attorney** Louis A. Sousa/Rachel A. Ricci (Sousa Marujo, Ltd)  
**Phone Number** 401-378-6881  
**Address** 128 Dorrance St. PH, Providence RI 02903  
**Representing** Latitude Beverage Company
- DIMENSIONS OF SITE** See Plans 21.62 Acres\*  
New Construction = 25x25=625 SQ. FT.  
WIDTH DEPTH AREA (SQ.FT.)

**LIST OF ALL EXISTING BUILDINGS AND USES:**

Building Type	Height	Area (SQ.FT.) (Building Footprint)	USE
(1) <u>Multi storage</u>	<u>280'</u>	<u>311.860 S.F.</u>	<u>Manufacturing/Industrial</u>
(2) <u>Metal/Masonry</u>	_____	_____	_____
(3) _____	_____	_____	_____

- SPECIAL USE PERMIT SOUGH PER SECTION 19-98, SCHEDULE OF USE:**  
19-175 (open storage) in 1-2 Zoning District  
Type of Use

\* Parcel width: 842'  
Parcel depth: 978.6'

5. DESCRIPTION OF PROPOSAL: Describe the proposed use, include information on the scale and size of proposal.

Please See Attached Exhibit "A"

6. PRECEDENT STANDARDS: List the Sections of Chapter 19 which include precedent standards applicable to the proposed use. Describe how the proposal will meet the standards.

SECTION NUMBER	STANDARD	DESCRIBE COMPLIANCE
<u>19-175</u>	<u></u>	<u>See Attached Ex-B</u>
<u>19-39</u>	<u></u>	<u>See Attached Ex-B</u>
<u>19-145</u>	<u></u>	<u>See Attached Ex-B</u>

NOTE: PLANS ACTED UPON BY THE BOARD BECOME INCORPORATED AS PART OF THE DECISION AND ARE FINAL.

OWNER(S) SIGNATURE: Kevin Mehra DATE   
Latitude Beverage Company DATE 8-27-2024  
 By Kevin Mehra, President  
 AGENT/ATTORNEY Louis A. Sousa, Esq.  
 ADDRESS 128 Dorrance Street, PH Providence, RI 02903  
 Phone Number 401-378-6881

**Latitude Beverage Company, Inc.**  
**275 Ferris Avenue, Parcel #502-05-003-00**  
**Special Use Permit Application**

**EXHIBIT A**

**DESCRIPTION OF PROPOSAL**

Latitude Beverage Company, Inc. (the "Applicant") submits this application for a proposed use for Open Storage, as provided for in Section 19-175 of the East Providence Zoning Ordinance (the "Ordinance.")

The premises, 275 Ferris Avenue (the "Premises") is currently being used for retail use as a microbrewery/distillery as provided for in Section 19-98 of the Ordinance. Such use is a permitted use in the I-2 Zone.

Applicant submits this special use permit application in order for Applicant to install four (4) ethanol storage tanks, in compliance with Section 19-175(a) of the Ordinance, or "Open Storage".

In accordance with Section 19-175(a), this proposed Open Storage Use shall comply as follows:

(1) The open storage shall not occur within any required front, side, or rear yard as established by the minimum setback requirements of section 19-145;

As shown in the plan below, the proposed use for Open Storage (the "Proposed Use") is in compliance with Section 19-145 of the Ordinance.

The open storage shall not exceed the maximum height limitation of the district as provided in Section 19-145;

As shown in the plan below, the proposed use for Open Storage (the "Proposed Use") is in compliance with Section 19-145 of the Ordinance.

(3) The open storage shall be secured from unauthorized access;

The Proposed Use shall be enclosed using an eight (8) foot high chain link fence to prevent unauthorized access.

(4) The open storage shall be contained and/or covered as necessary so as to prevent its movement or transport by act of nature, including leaching into the ground. Without limiting the foregoing, materials which are subject to erosion by wind shall be protected by effective cover or other treatment, which shall be identified in the application. Materials which are subject to erosion by water or leaching shall be protected through effective control measures, which shall be identified in the application.

The Proposed Use, or storage tanks, shall be within a containment area, a reinforced concrete pad, approximately 25 feet wide by 25 feet long, and 1 foot in height. The tanks will each be supported by sonotubes, or concrete forms, with one on each of the four legs of each respective tank. Stainless steel internal piping shall also be installed to ensure each tank is sufficiently bonded and grounded, preventing any sort of movement. The stainless steel construction will prevent leaching into the ground.

**Latitude Beverage Company, Inc.**  
**275 Ferris Avenue, Parcel #502-05-003-00**  
**Special Use Permit Application**

(5) The open storage shall be screened from the view of adjacent residential properties and from public streets; the proposed method of screening shall be noted in the application and on the plans;

The proposed screening shall be the above referenced chain link fence.

(6) The open storage of anything that can be moved or damaged by water, or which is wholly or partly soluble in water shall be prohibited within floodways, special flood hazard areas, or V zones, as provided in division 12, flood hazard areas, section 19-306 et. seq.;

N/A

(7) The open storage shall only be allowed where the findings required in section 19-32 are met;

Such findings are discussed in Exhibit B.

(8) Open storage shall conform in all respects to the standards set forth in division 14, industrial processes, of this article.

*Based on a review of the Ordinance, Applicant believes the Division which should be referenced is Division 16, rather than 14.*

Such Proposed Use is in compliance with the regulation standards for industrial processes under Division 16. There is no emission of smoke nor will there be any dust or other particulate matter be handled, transferred or stored for the materials. There shall be no emission of odorous gasses be emitted nor will the Proposed Use generate any noise. The Proposed Use shall generate no vibration, nor shall it produce any heat or glare beyond the Applicant's property line. This Proposed Use shall generate no industrial sewage or waste with the meaning of Section 19-344. Additionally, no dangerous radiation shall be emitted from the Proposed Use.

(9) A special use permit granted for open storage shall be limited to the specific type and quantity of commodity, equipment, supplies, material(s), and substance(s), and the manner of storage of such items, as specified on the special use permit application and shall not be deemed permissive of any other type of open storage activity. A change in open storage activity from that previously granted through a special use permit shall require a new special use permit petition to the zoning board of review.

The Proposed Use shall be used for the storage of ethanol. The proposed use is for four (4) 3,780 gallon stainless steel tanks. The supplies and materials used for the structure and support of such tanks are stainless steel, concrete sonotubes, and internal stainless steel piping. Piping and fittings will be installed running on the interior of the containment area, each made of stainless steel, such that ethanol can be delivered to each tank, processed, and funneled into the building. Any and all sealants or pps used shall be non-reactive and food safe.

The containment area shall be a reinforced concrete pad approximately 25 feet wide by 25 feet long, and 1 inch high.

(10) Petitions for special use permit for open storage shall meet the application requirements for a special use permit and shall additionally include the following:

- a. A specific listing of the commodity, equipment, supplies, material(s), or substance(s) for which the open storage special use permit is being requested, which

**Latitude Beverage Company, Inc.  
275 Ferris Avenue, Parcel #502-05-003-00  
Special Use Permit Application**

shall include the specific type and specific quantity of commodity, equipment, supplies, material(s) or substance(s), and the manner in which such items shall be stored; *See Above.*

b. A site plan which shall specifically identify and show the location of the proposed open storage on the parcel which is the subject of the special use permit. *Attached in the application.*

c. Fire plan. A fire plan, subject to the review and approval of the fire chief, shall be part of the application and, at a minimum, shall address the following: proximity of fire hydrants to the open storage; accessibility and access for emergency vehicles; the chemical nature and qualities of the material(s) to be stored and a statement as to their combustibility; flammability; and/or explosive or corrosive qualities; and any potential threats to public safety, health and welfare.

*Attached is the East Providence Fire Chief's approved fire plan.*

**Latitude Beverage Company, Inc.**  
**275 Ferris Avenue, Parcel #502-05-003-00**  
**Special Use Permit Application**

**EXHIBIT B**  
**SPECIAL USE PERMIT COMPLIANCE**

**Section 19-175**

*As described in Exhibit A, this Special Use Permit, if granted, shall fully comply with Section 19-175 of the Ordinance.*

Additionally, in compliance with the Ordinance, such Proposed Use shall be in compliance with the East Providence Comprehensive Plan, namely, the economic development element. In granting the Special Use Permit, Applicant, a major liquor distributor in southeastern New England, shall continue to be a strong business presence in the community, adding to the tax base, employing residents of East Providence and Rhode Island at large, and importantly showing its commitment to the community by further improving its Rumford, RI facility. The Proposed Use will not increase traffic to the facility and will allow for Applicant to use fixed, stainless steel storage rather than portable outside storage.

**Section 19-39**

As provided for in the Application to which this exhibit is a part, and as to be further described and entered into the record, the Proposed Use complies with the specific criteria for Open Use Storage as provided for in Section 19-175 of the Ordinance.

**Section 19-145**

As provided for in the Proposed Use Site Plan, the Proposed Use is in compliance with an Industrial 2 District as to minimum lot, front, side, and rear yard requirements, maximum building height requirements, and maximum percentage of lot coverage requirements.

**MAP 502, BLOCK 5, PARCEL 3**  
#275 FERRIS AVENUE  
EAST PROVIDENCE, RHODE ISLAND  
AUGUST, 2024

**INDEX SHEET:**

SHEET 1 BOUNDARY & TOPOGRAPHIC SURVEY PLAN  
SHEET 2 OPEN STORAGE SITE PLAN  
SHEET 3 200' RADIUS MAP



MAP 502, BLOCK 5, PARCEL 3

OWNER: IGUS BEARINGS, INC.  
457 FERRIS AVENUE  
RUMFORD, RHODE ISLAND 02916

APPLICANT: LATITUDE BEVERAGE COMPANY  
300 WASHINGTON STREET, SUITE 451  
NEWTON, MASSACHUSETTS 02458



DATE: 08/01/2024



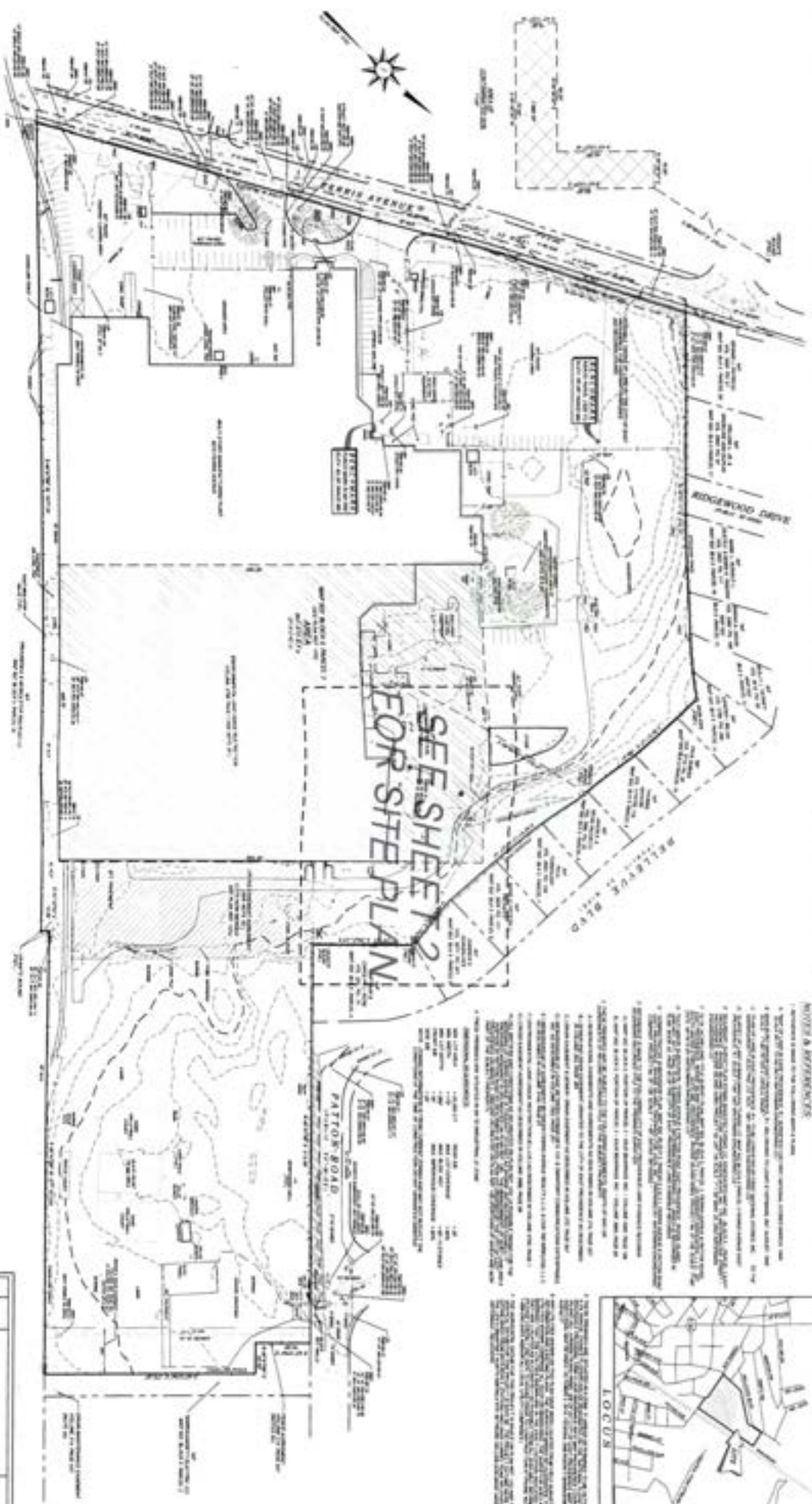
**Waterman**  
ENGINEERING COMPANY  
Engineers & Surveyors - Est. 1894

46 Sloaton Avenue  
East Providence, RI  
Phone (401)-438-3779  
Fax (401)-438-3772  
www.watermanengineering.com

ZONING SUBMISSION

STATE OF RHODE ISLAND  
DEPARTMENT OF REVENUE  
DIVISION OF TAX SERVICES  
100 WATER STREET, SUITE 1000  
PROVIDENCE, RHODE ISLAND 02903  
PHONE: (401) 277-2000  
FAX: (401) 277-2001  
WWW.DTSS.RI.GOV





**LEGEND & ABBREVIATIONS**

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**NOTES & REFERENCES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AS APPLICABLE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR WATERWORKS CONSTRUCTION, AS APPLICABLE.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION CONSTRUCTION, AS APPLICABLE.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR RAILROAD CONSTRUCTION, AS APPLICABLE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR AIRCRAFT CONSTRUCTION, AS APPLICABLE.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR MARINE CONSTRUCTION, AS APPLICABLE.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR POWER CONSTRUCTION, AS APPLICABLE.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR TELECOMMUNICATIONS CONSTRUCTION, AS APPLICABLE.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR TRANSPORTATION CONSTRUCTION, AS APPLICABLE.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR UTILITIES CONSTRUCTION, AS APPLICABLE.

<b>Waterman</b>	
INDEPENDENT COMPANY	
1000 W. 10th Street, Suite 1000, Denver, CO 80202	
Tel: (303) 733-1000 Fax: (303) 733-1001	
www.waterman.com	
© 2000 Waterman Engineering Company	





**DRAINAGE SCALE**

1 INCH EQUALS 50 FEET

DESIGNED BY: [Name]  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: [Date]

**LEGEND & ABBREVIATIONS**

Symbol	Description
—	Proposed Sewer Line
- - -	Proposed Storm Sewer Line
---	Proposed Water Main
---	Proposed Gas Line
---	Proposed Electric Line
---	Proposed Telephone Line
---	Proposed Cable TV Line
---	Proposed Fire Line
---	Proposed Gas Service
---	Proposed Electric Service
---	Proposed Telephone Service
---	Proposed Cable TV Service
---	Proposed Fire Service
---	Proposed Sewer Manhole
---	Proposed Storm Manhole
---	Proposed Water Valve
---	Proposed Gas Valve
---	Proposed Electric Pole
---	Proposed Telephone Pole
---	Proposed Cable TV Pole
---	Proposed Fire Hydrant
---	Proposed Sewer Catch Basin
---	Proposed Storm Catch Basin
---	Proposed Water Meter
---	Proposed Gas Meter
---	Proposed Electric Meter
---	Proposed Telephone Meter
---	Proposed Cable TV Meter
---	Proposed Fire Meter
---	Proposed Sewer Vent
---	Proposed Storm Vent
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---	Proposed Telephone Vent
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---	Proposed Sewer Vent
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---	Proposed Water Vent
---	Proposed Gas Vent
---	Proposed Electric Vent
---	Proposed Telephone Vent
---	Proposed Cable TV Vent
---	Proposed Fire Vent



**CERTIFICATION**

I, the undersigned, being a duly Licensed Professional Engineer in the State of Michigan, do hereby certify that the above is a true and correct copy of the original as shown to me by the applicant, and that the same conforms to the requirements of the Michigan Board of Examiners for Professional Engineers.

DATE: [Date]

BY: [Signature]

PROFESSIONAL ENGINEER

**Waterman**  
 ENGINEERING COMPANY

10000 Waterman Drive  
 Detroit, Michigan 48213  
 Telephone: (313) 576-1000  
 Fax: (313) 576-1001

NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMITS
2	10/1/00	ISSUED FOR PERMITS
3	10/1/00	ISSUED FOR PERMITS
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9	10/1/00	ISSUED FOR PERMITS
10	10/1/00	ISSUED FOR PERMITS



**NOTE**

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.

2. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORD DRAWINGS AND FIELD SURVEY.

3. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED UTILITIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORD DRAWINGS AND FIELD SURVEY.

4. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED UTILITIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORD DRAWINGS AND FIELD SURVEY.



**200' RADIUS MAP**

MAP 502 BLOCK 5 PARCEL 3  
 PARCELS 3 & 7 REFERENCED & MARKED TO:

OWNER: IGUS BEARINGS INC  
 457 FERRIS AVENUE  
 RUMFORD, RHODE ISLAND 02916

APPLICANT: LATITUDE BEVERAGE COMPANY  
 300 WASHINGTON STREET SUITE 451  
 NEWTON, MASSACHUSETTS 02458



igus.com

e-chain® and e-chain systems®  
chainflex® cables  
iglide®, igubal®, drylin® bearings  
Low-cost automation

igus®, Inc.  
P.O. Box 14349  
East Providence, RI 02914

Toll free: 800.521.2747  
[www.igus.com](http://www.igus.com)  
[sales@igus.com](mailto:sales@igus.com)

ISO 9001:2015 Certified


August 27, 2024

To Whom it May Concern,

igus Bearing, Inc. ("igus"), is the fee owner of the land known as 275 Ferris Avenue, Rumford, Rhode Island (the "Property"). igus currently leases portions of the Property, with a certain portion of the Property being leased to Latitude Beverage Company, Inc. ("Latitude").

This letter is in reference to Latitude's Special Use Permit Application. As the fee owner, and the entity responsible for complying with any conditions the Zoning Board may impose of Latitude's Special Use Permit application approval, this letter serves as authorization that igus's counsel, Sousa Marujo LTD. may accept or reject any such conditions on igus's behalf.

Thank you,  
igus Bearings, Inc.,  
a Rhode Island corporation

  
By: Felix Bröckmeyer  
Its: President



**CITY OF EAST PROVIDENCE  
FIRE DEPARTMENT**

*Division of Fire Prevention*

**913 Broadway**

East Providence, RI 02914  
Phone (401) 431-4614 FAX: (401) 438-4237



**ROBERTO L. DASILVA  
MAYOR**

**THOMAS SALISBURY  
ASST FIRE MARSHAL**

August 7, 2020

Kevin Mehra, President  
Latitude Beverage Co.

Re: 275 Ferris Ave, East Providence ,RI

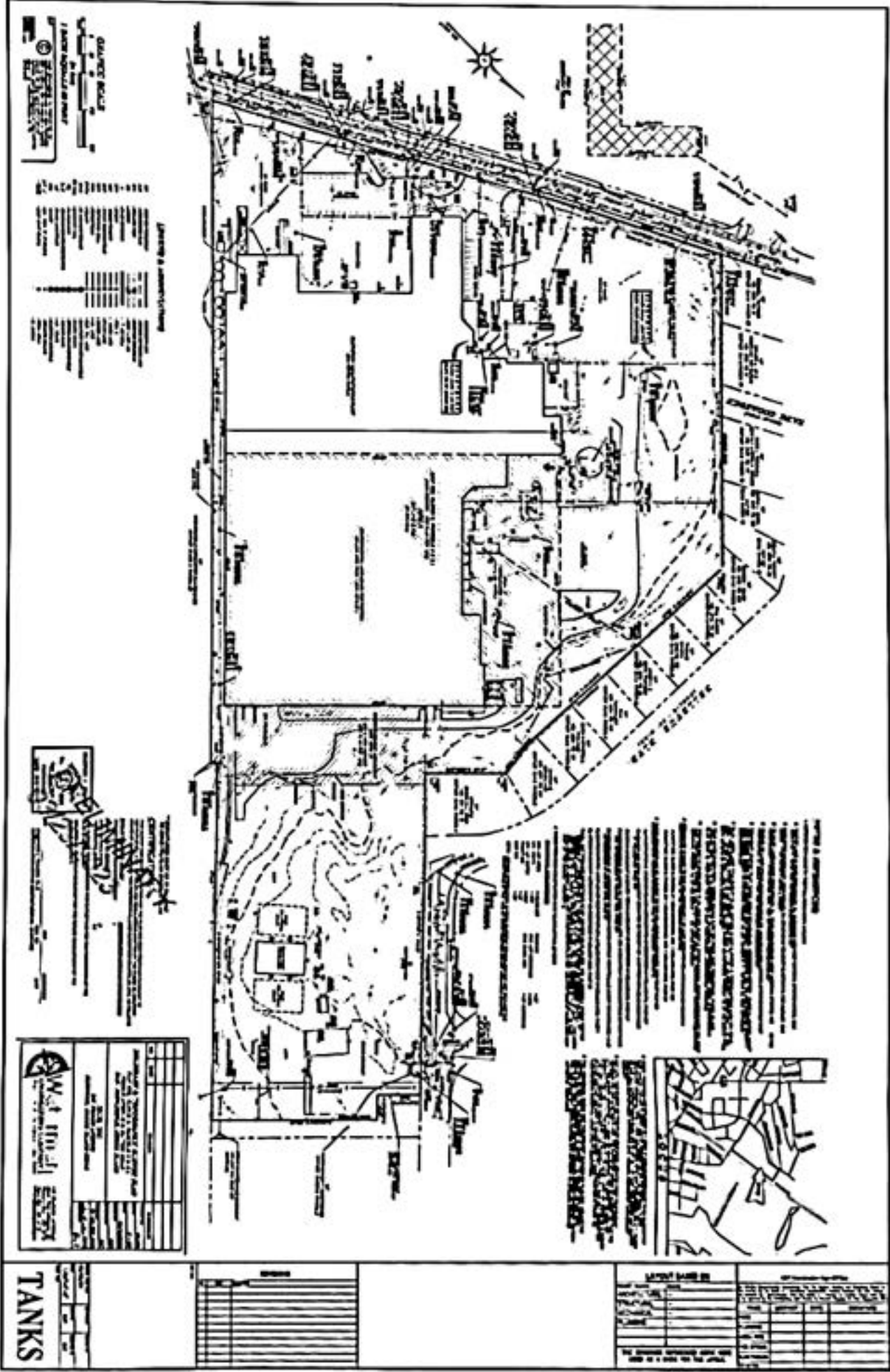
Mr. Mehra,

With regard to our conversation about licensing requirements for your current operations at 275 Ferris Ave. and your future plans to conduct rectifying at the facility, the East Providence Fire Department has no objection to these operations at your facility. We have no objection to the license being granted as we have been in contact with you for several months and all Fire and Life Safety Codes have been, and will be, followed. We understand the plan review process for the build-out may take some time and do not want your license to be delayed. If there are any questions that you or the licensing agency have, please feel free to contact me at 401-431-4614. Thank you.

A handwritten signature in black ink, appearing to read "Lt. Thomas A. Salisbury".

Lt. Thomas A. Salisbury, CFI-I  
RI Asst. Deputy State Fire Marshal  
Asst. Fire Marshal,  
East Providence Fire Department.





QUANTITY NOTED  
 IN THE  
 1. LATER REVISED DRAWING  
 2. ORIGINAL DRAWING

Legend & Material

---	Structural Steel
---	Aluminum
---	Copper
---	Lead
---	...

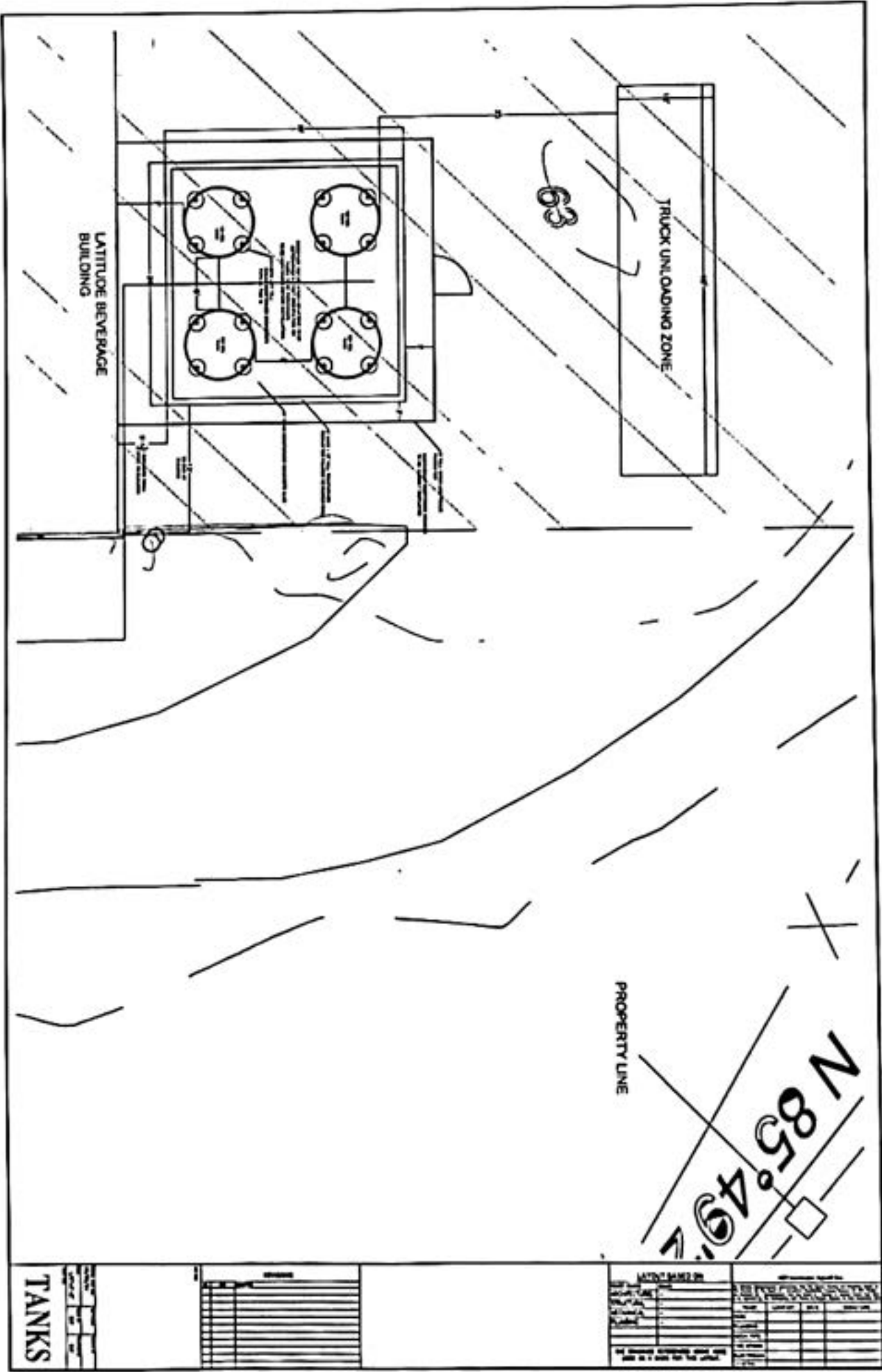
THESE TANKS ARE TO BE  
 CONSTRUCTED IN ACCORDANCE  
 WITH THE FOLLOWING SPECIFICATIONS:

NO.	DESCRIPTION	QUANTITY	REMARKS
1	...	...	...
2	...	...	...

TANKS

...	...
...	...

...	...
...	...



TANKS




August 27, 2024

Mr. Kevin Mehra  
President  
Latitude Beverage Co.  
300 Washington Street #451  
Newton, MA 002458  
[kevin@latitudebeverage.com](mailto:kevin@latitudebeverage.com)  
(617) 396 – 8223

RE: Latitude Beverage – East Providence Exterior Storage Tank Installation Review  
Jensen Hughes Project #1TWW00451

Dear Mr. Mehra:

Jensen Hughes has reviewed the documents provided by Latitude Beverage Co. regarding the installation of four (4) new above ground storage tanks at the existing facility located at 275 Ferris Avenue in Rumford (East Providence), Rhode Island.

The documents provided for review are as follows:

- + 12088I tank.pdf: Drawing of 120 barrel fermentation tank by Prospero Equipment Corporation
- + 8-19-24 Latidute Bev DSP-Outside Tanks Detail.pdf: Enlarged drawing of the proposed layout of the storage tanks, associated liquid containment area, and piping.
- + 8-19-24 Latidute Bev Site Plan External Tanks.pdf: Revised drawing of the proposed layout of the storage tanks, associated liquid containment area, and schematic piping diagram.
- + SS Diaphragm Pump 50.pdf: Information sheet regarding the proposed pumps to be used. Latitude Beverage has indicated that the tank will feature stainless steel housing and fittings (multiple options included on the information sheet).
- + 8-5-24 Latidute Bev Site Plan External Tanks.dwg: AutoCAD site plan of the existing facility and proposed installation.
- + 8-22-24 Latidute Bev DSP-Evacuation Routes.pdf: Diagram of evacuation routes from the interior of the building.
- + Emergency Action Plan – Latitude.pdf: Emergency action plan.

117 Metro Center Blvd. Suite 1002  
Warwick, RI 02886 USA  
O: +1 401-736-8992 |



- + Product data sheets on proposed Stainless Steel Ball Valve and Check Valve from McMaster-Carr

The current proposal is to install four (4) 120BBL (3,720 gallon) tanks manufactured by Prospero at the existing facility at 275 Ferris Avenue. The tanks will be used for the storage of alcoholic spirits such as vodka and whiskey, which are classified as Class IB Flammable Liquids. The tanks will be filled via a piped connection to a tank vehicle. The liquids stored in the tanks will be transferred into the building via pneumatically operated pumps and a piping network for processing inside of the building.

Please also see the Code Summary Report prepared by Jensen Hughes regarding the proposed installation.

## Applicable Codes

The review was completed in accordance with the following codes and standards:

- + SBC-1 Rhode Island State Building Code (RISBC), which adopts and amends the *International Building Code (IBC) 2018 Edition*;
- + The *Rhode Island Fire Safety Code (RIFSC)*, which includes:
  - The *Rhode Island Fire Code (RIFC)*, which adopts and amends the National Fire Protection Association (NFPA 1 – 2018) *Fire Code (FC)*; and
  - The *Rhode Island Life Safety Code (RILSC)*, which adopts and amends the National Fire Protection Association (NFPA 101 – 2018) *Life Safety Code (LSC)*
- + NFPA 30 – *Flammable and Combustible Liquids Code – 2018 Edition*

Please note that this is not a comprehensive list of all codes and standards that apply to the project.

## Review Comments

Based on the documents reviewed, Jensen Hughes offers the following comments:

1. Ensure that identification signage for emergency responders meeting the requirements of NFPA 704 is provided at the storage tanks (NFPA 30 §21.7.2.1). The submitted documents did not contain any information regarding this topic. The type and placement of this signage should be coordinated with the fire department.
2. The overall site plan was only provided to Jensen Hughes for review in AutoCAD format. A PDF version of the overall site plan should be included in the package submitted to the fire department for final review as the fire department is likely not able to utilize the AutoCAD file.
3. The 8-19-24 Latitude Bev Site Plan External Tanks.pdf drawing shows separation distances from the outside of the dikes. These separation distances are shown to be 5 feet 1 ½ inches to the adjacent building and 13 feet to a fence located at the edge of the building. The AutoCAD site plan shows that the nearest property line is approximately 120 feet from the dike enclosure.
  - a. The base of the dike is required to be a minimum of 10 feet from the property line (NFPA 30 §22.11.2.3), which is satisfied by the proposed layout.

- b. The walls of the tanks are required to be at least 15 feet from a property line and at least five (5) feet from the nearest side of any public way or from the nearest important building on the same property (NFPA 30 Table 22.4.2.1). Jensen Hughes was able to measure these dimensions in the AutoCAD file to be over 120 feet to the nearest property line and 6 feet 11 ¼ inches from the building, which satisfy the requirements of NFPA 30, but the appropriate dimensions are not identified on the drawing. Please show these dimensions on the PDF and indicate the scale to which the PDF has been printed in order to assist the fire department with the review of these documents.
4. The 8-19-24 Latitude Bev Site Plan External Tanks.pdf drawing shows separation distances between the tanks from the centerlines of each tank. Tank spacing requirements are based on the shell-to-shell distances between the tanks, not the tank centerlines. Based on a tank diameter of approximately 7 feet 6 inches, the minimum calculated shell-to-shell separation distance between all tanks is approximately 2 feet 6 inches; however, the minimum permitted shell-to-shell separation distance is 3 feet. (NFPA 30 Table 22.4.2.1). The minimum shell-to-shell spacing was measured in the AutoCAD file to be approximately 5 feet 3 inches, which satisfies the minimum separation requirement. Please show the shell-to-shell distances for the proposed layouts on the PDF and indicate the scale to which the PDF has been printed in order to assist the fire department with the review of these documents.
5. The drawing of the tank containment area indicates that the floor of the containment area will be a 6-inch-thick reinforced concrete slab with a 1° pitch to exterior (away from tanks). The slab is required to have a minimum 1% slope away from the tank bases to the base of the dike (NFPA 30 §22.11.2.2). Please update the note accordingly to reference a 1% slope instead of a 1° slope.
6. The piping is proposed to pass over the top of the dike wall and through the wall of the building. Ensure that a suitable through-wall pipe protection system is used to prevent damage of the pipe due to settlement or other forces at the point where it penetrates the building wall.

### Closing

Jensen Hughes appreciates the opportunity to assist Latitude Beverage on this project. Please do not hesitate to contact me at [twensus@jensenhughes.com](mailto:twensus@jensenhughes.com) or (401) 214-2895 with any questions.

Prepared by:



Timothy Wensus, PE  
Senior Fire Protection Engineer

# EXTERIOR STORAGE TANKS CODE SUMMARY REPORT

*Latitude Beverage – Rumford, Rhode Island*



**PREPARED FOR**

Latitude Beverage Company  
300 Washington Street #451  
Newton, MA 02458

Project #: 1TWW00331  
Date: 8/8/2024  
Rev: 01

**PREPARED BY**

Tim Wensus, PE  
Senior Fire Protection Engineer  
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## 1.0 Introduction

Jensen Hughes has been retained by Latitude Beverage Company to summarize the requirements associated with the installation of new, fixed, above-ground tanks for the bulk storage of alcohol at its existing facility located at 275 Ferris Ave. in Rumford, Rhode Island.

This report is based on the requirements of the *Rhode Island State Building Code (RISBC)* and *Rhode Island Fire Safety Code (RIFSC)*. This report does not address Occupational Safety and Health Administration (OSHA) requirements, environmental concerns including air permitting requirements, nor recommendations contained in Factory Mutual (FM) Global data sheets.

The original version of this report was prepared in 2021. REV1 of this report updates the report to reflect updates to the building and fire codes that have occurred since the original issuance of the report.

## 2.0 Reference Documents

- + *SBC-1 Rhode Island State Building Code (RISBC)*, which adopts and amends the *International Building Code (IBC)* 2018 Edition;
- + *SBC-4 Rhode Island State Mechanical Code (RISMC)*, which adopts and amends the *International Mechanical Code (IMC)* 2018 Edition;
- + *SBC-5 Rhode Island State Electrical Code (RISEC)*, which adopts and amends the *National Electrical Code (NEC)* (NFPA 70), 2020 Edition;

The *Rhode Island Fire Safety Code (RIFSC)*, which includes:

- *The Rhode Island Fire Code (RIFC)*, which adopts and amends the National Fire Protection Association (NFPA 1 – 2018) *Fire Code (FC)*; and
  - *The Rhode Island Life Safety Code (RILSC)*, which adopts and amends the National Fire Protection Association (NFPA 101 – 2018) *Life Safety Code (LSC)*
- + NFPA 13 – *Standard for the Installation of Sprinkler Systems* – 2016 Edition
  - + NFPA 30 – *Flammable and Combustible Liquids Code* – 2018 Edition
  - + NFPA 497 – *Recommended Practice for the Classification of Flammable Liquids, Gases, or Vapors and of Hazardous (Classified) Locations for Electrical Installations in Chemical Process Areas* – 2017 Edition
  - + Material Safety Data Sheet (MSDS), Neutral Grain Spirits (92-94% ethyl-alcohol)
  - + Material Safety Data Sheet (MSDS), Whiskey (70% ethyl-alcohol)

### 3.0 Building Description

The existing facility consists of a warehouse building located at 275 Ferris Avenue in Rumford, RI. Please see the Google Earth images below.



The building is protected throughout by an automatic sprinkler system and fire alarm system. The fire alarm system monitors the sprinkler system and is municipally connected to automatically notify the fire department upon activation of the system.

The warehouse features concrete masonry unit (CMU) walls, metal joists, and a metal roof deck. This is consistent with Type IIB Construction under the RISBC and Type II (000) Construction under NFPA 220, *Standard on Types of Building Construction*. The total area occupied by Latitude Beverage is approximately 12,500 ft<sup>2</sup>. The total building area is approximately 300,000 ft<sup>2</sup>.

## 4.0 Process, Storage and Chemical Classification

### 4.1 PROCESS & STORAGE

Latitude Beverage fills consumer-sized bottles of distilled spirits as part of its current operation. The following describes the bottle filling process.

1. Maximum of 94% Ethanol will be delivered to the facility:
  - a. Currently, the liquids are stored in stainless steel intermediate bulk containers (IBC) outside of the building.
  - b. Fixed, above-ground storage tanks will be installed for the bulk storage of the liquids. Installation of four (4) tanks is currently anticipated.
    - i. Four (4) 120BBL (3,720 gallon) tanks manufactured by Prospero
  - c. The maximum alcohol percentage allowed is 94% ethanol; however, typical operations will include vodka (40% ABV) and whiskey (50.5% ABV).
2. The liquids will be stored in the exterior, above-ground storage tanks until it is ready to be bottled.
3. A fixed piping system will be provided between the exterior storage tanks and the filler machine located inside of the building.
4. The bottle filler machine includes a pump that will draw the liquid from the storage tanks to the filler machine.
5. The filler machine contains an integral reservoir with a capacity of approximately 15 gallons.
6. Empty consumer-sized bottles, up to 1.75L (0.46 gallons) in volume, will be loaded on to the rotary table and then rinsed.
7. Six (6) empty bottles will enter the filling area to be filled with alcohol.
8. Bottles are automatically aligned with necks centered under each fill nozzle before the nozzles are lowered into the opening of each bottle.
9. Alcohol will flow from the filler machine tank into each bottle via the six (6) fill nozzles. The fill level in each container is automatically controlled.
10. After filling the bottles, the fill nozzles elevate, fill valves close and bottles exit filling area to proceed to capper/corker.
11. The alcohol-filled bottles will move towards the capper/corker while another six (6) empty bottles enter the filling area to be filled with alcohol. At any given time, a maximum of 24 bottles (11 gallons) may be filled and not yet capped.
12. Bottles will then pass through the labeler and heat tunnel before moving to the collection table.
13. The alcohol-filled bottles, up to 1.75L in volume, will be stored inside the facility before being transported off-site for sale/use.



## 4.2 CHEMICAL CLASSIFICATION

The classification of the alcohols used in the bottling operation are identified in Table 1.

Table 1 - Chemical Classifications

Chemical	Classification
Ethanol (94%)	Class IB Flammable Liquid
Whiskey (70%)	Class IB Flammable Liquid

## 5.0 Storage Tanks

Storage of liquids in aboveground tanks is subject to compliance with RIFC Sections 66.21 and 66.22, which correspond to NFPA 30 Chapters 21 and 22. This section is provided as an overview of the major requirements applicable to such tanks.

### 5.1 GENERAL REQUIREMENTS

The requirements found in NFPA 30 Chapter 21 are general requirements applicable to all storage tanks.

Tanks must be of steel or other approved noncombustible materials that are compatible with the liquid to be stored (NFPA 30 21.4.1).

Atmospheric tanks must be designed and constructed in accordance with recognized engineering standards (NFPA 30 21.4.2.1.1). Specific design standards are listed in NFPA 30 Section 21.4.2.1.1 where compliance with one of those standards is deemed to satisfy the requirements of NFPA 30 Section 21.4.2. These design standards are as follows:

- Δ 21.4.2.1.1\* Atmospheric tanks shall be designed and constructed in accordance with recognized engineering standards. Atmospheric tanks that meet any of the following standards shall be deemed as meeting the requirements of 21.4.2.1:
- (1) API Specification 12B, *Bolted Tanks for Storage of Production Liquids*
  - (2) API Specification 12D, *Field Welded Tanks for Storage of Production Liquids*
  - (3) API Specification 12F, *Shop Welded Tanks for Storage of Production Liquids*
  - (4) API Standard 650, *Welded Tanks for Oil Storage*
  - (5) UL 58, *Standard for Steel Underground Tanks for Flammable and Combustible Liquids*
  - (6) ANSI/UL 80, *Standard for Steel Tanks for Oil Burner Fuels and Other Combustible Liquids*
  - (7) ANSI/UL 142, *Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids*
  - (8) UL 1316, *Standard for Glass-Fiber Reinforced Plastic Underground Storage Tanks for Petroleum Products, Alcohols, and Alcohol-Gasoline Mixtures*
  - (9) ANSI/UL 1746, *Standard for External Corrosion Protection Systems for Steel Underground Storage Tanks*
  - (10) UL 2080, *Standard for Fire Resistant Tanks for Flammable and Combustible Liquids*
  - (11) ANSI/UL 2085, *Standard for Protected Aboveground Tanks for Flammable and Combustible Liquids*

Storage tanks must be vented to prevent the development of vacuum or pressure that can distort the tank or exceed the rated design pressure of the tank. Normal vents must be located above the maximum normal liquid level (NFPA 30 21.4.3.1).

Normal vents shall be sized in accordance with either API Standard 2000, *Venting and Low-Pressure Storage Tanks*, or another approved standard. Alternatively, the normal vent shall be at least as large as the largest filling or withdrawal connection, but in no case shall it be less than 1.25 in. nominal inside diameter (NFPA 30 21.4.3.3).

Atmospheric storage tanks shall be vented so as not to exceed the tank's design operating pressure or a gauge pressure of 1.0 psi, whichever is less, and shall be vented to prevent the development of vacuum (NFPA 30 21.4.3.4).

Tank fill pipes that enter the top of a tank must terminate within six (6) inches of the bottom of the tank. Fill pipes shall be installed or arranged so that vibration is minimized (NFPA 30 21.4.4).

All tanks must be tested in accordance with NFPA 30 Section 21.5 (NFPA 30 21.5.1).

Tank storage facilities shall establish and implement fire prevention and control methods for life safety, for minimizing property loss, and for reducing fire exposure to adjoining facilities resulting from fire and explosion (NFPA 30 21.6.1.2).

An emergency plan, consistent with the available equipment, resources, and personnel shall be established and implemented to respond to fires and explosions, and other emergencies. The plan must address the following (NFPA 30 21.6.5.1):

1. Procedures to be used in case of fire, explosion, or accidental release of liquid or vapor including, but not limited to, sounding the alarm, notifying the fire department, evacuating personnel, controlling and mitigating the explosion, and controlling and extinguishing the fire.
2. Appointing and training of personnel to carry out emergency response duties.
3. Maintenance of fire protection, spill control and containment, and other emergency response equipment.
4. Conducting emergency response drills.
5. Shutdown or isolation of equipment to control unintentional releases.
6. Alternative measures for safety of personnel while any fire protection or other emergency response equipment is shut down or inoperative.

Since the tank capacities exceed 1,320 gallons (5,000 L) and it will store Class I Liquids, procedures, equipment, or both to prevent overfilling of the tank must be provided (NFPA 30 21.7.1).

If the vertical length from the tank bottom to the top of the fill, normal vent, or emergency vent exceeds 12 feet, then specific overfilling protection is required in accordance with NFPA 30 Section 21.7.1.6. An approved means must be provided to notify the tank filling operator of the pending completion of the tank fill operation at the fill connection (NFPA 30 21.7.1.6.1). An approved means must be provided to stop delivery of liquid to the tank prior to the complete filling of the tank (NFPA 30 21.7.1.6.2). In no case may these provisions restrict or interfere with the functioning of the normal vent or emergency vent (NFPA 31 27.7.1.6.3).

The tank must be marked with identification signs for emergency responders (NFPA 30 21.7.2.1). The sign or marking must comply with NFPA 704 – *System for the Identification of the Hazards of Materials for Emergency*

Response. It must be located where it can be seen, such as on the side of the tank. If more than one (1) tank is provided, then the markings must be applied so that each tank can be identified.

## 5.2 ABOVEGROUND STORAGE TANKS

Aboveground storage tanks are subject to the requirements of NFPA 30 Chapter 22.

The tanks are atmospheric tanks equipped with relief venting to limit pressure to less than 2.5 psi; therefore, its location must be in accordance with NFPA 30 Tables 22.4.1.1(a) & (b). It is assumed that no fixed suppression or inerting systems will be provided. Protection for exposures is provided by a public fire department, the East Providence Fire Department per NFPA 30 Section 3.3.46, for the purposes of determining the minimum separation distances applicable to the tanks.

The tank(s) must be located in accordance with the following minimum separation distances:

- + From a property line that is or can be built on, including the opposite side of a public way: 15 feet
- + From nearest side of any public way or from nearest important building on the same property: 5 feet

The spacing between tanks must comply with NFPA 30 Section 22.4.2. The tanks are less than 150 feet in diameter and feature fixed roofs, the minimum required separation between tanks is  $1/6$  x the sum of adjacent tank diameters, but not less than three (3) feet (NFPA 30 Table 22.4.2.1).

- + The 120 BBL tanks have an outside diameter of approximately 7.5 feet.
- + Based on the proposed tank arrangement and the tank diameters identified above, the minimum separation between all tanks must be a minimum of three (3) feet.

Every aboveground storage tank must have emergency relief venting that will relieve excessive internal pressure caused by an exposure fire (NFPA 30 22.7.1.1). Pressure relieving vents must be sized and configured in accordance with the detailed requirements of NFPA 30 Section 22.7.3.

Since tank sizes do not exceed 50,000 gallons, a fire-extinguishing system is not required (NFPA 30 22.8.1).

Every tank containing Class I, Class II, or Class IIIA liquids must be provided with a means to prevent an accidental release of liquid from endangering important facilities and adjoining property or from reaching waterways (NFPA 30 22.1). Such spill control may be provided by any of the following: 1) remote impounding, 2) impounding around tanks by open diking, 3) impounding around tanks by closed-top diking, or 4) secondary containment-type aboveground storage tanks (NFPA 30 22.11).

Impounding around the tanks by open diking will be provided as the means of spill control. Open diking systems must comply with NFPA 30 Section 22.11.2 and include the following features:

A slope of not less than 1% away from the tank for at least 50 feet or to the dike base, whichever is less (NFPA 30 22.11.2.2).

The volumetric capacity of the diked area must not be less than the greatest amount of liquid that can be released from the largest tank within the diked area, assuming a full tank (NFPA 30 22.11.2.2). If multiple tanks are in the same enclosure, the capacity of the diked area must deduct the volume of the tanks, other than the largest tank, below the height of the dike (NFPA 30 22.11.2.2.1).

- + The outside base of the dike at ground level may not be closer than 10 feet to any property line (NFPA 30 22.11.2.3).

- + Walls of the diked area shall be of earth, steel, concrete, or solid masonry designed to be liquid tight and to withstand a full hydrostatic head (NFPA 30 22.11.2.4).

If a diked area contains two (2) or more tanks, it must be subdivided (preferably by drainage channels or intermediate dikes) in order to prevent minor spills from a tank from endangering adjacent tanks within the diked area (NFPA 30 22.11.2.6.1). However, since tank capacities do not exceed 100,000 gallons, subdivision is not required (NFPA 30 22.11.2.6.3.3).

Where provisions are made for draining water from diked areas, such drains must be controlled to prevent liquids from entering natural water courses, public sewers, or public drains (NFPA 30 22.11.2.7). The control of the drainage must be accessible under fire conditions from outside the dike (NFPA 30 22.11.2.7.1).

## 6.0 Conclusion

The installation of the new bulk storage tanks must be completed in accordance with the requirements of NFPA 30, as referenced by the *Rhode Island Fire Safety Code*. The primary requirements of NFPA 30 are summarized, but please refer to the full text of NFPA 30 for all applicable requirements.

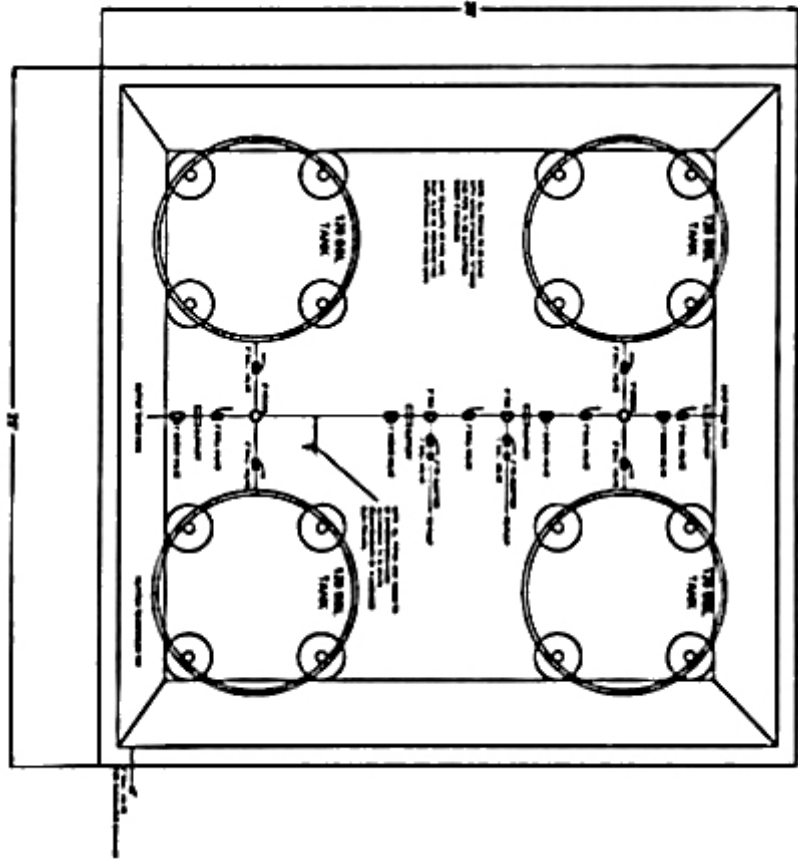
The installation of the bulk storage tanks does not change the hazardous materials compliance approach that has been previously established for the facility. The facility continues to utilize a control area approach where quantities of hazardous materials are maintained below the Maximum Allowable Quantities (MAQ) established by the building and fire codes. Please see Jensen Hughes' September 10, 2020 code compliance summary report of the bottle-filling operation for details of this approach.

Jensen Hughes appreciates the opportunity to assist the Latitude Beverage Company. Please do not hesitate to contact us with any questions.

Prepared by:



Timothy Wensus, PE  
Senior Fire Protection Engineer



**TANKS**

No.	Capacity	Location
1	1000	...
2	1000	...
3	1000	...
4	1000	...

Item	Description	Quantity
1	1000 GAL TANK	4
2	MANIFOLD	1
3	VALVE	...
4	GAUGE	...

DATE: 10/10/2000	
BY: [Signature]	CHECKED: [Signature]
SCALE: AS SHOWN	
NO. OF SHEETS: 1 OF 1	

Rev.	Description	Date
1	ISSUED FOR CONSTRUCTION	10/10/2000
2	...	...
3	...	...

**Emergency Action Plan**

**EMERGENCY ACTION PLAN for Facility Name: Latitude Beverage Company**

**Facility Address: 275 Ferris Ave, Rumford, RI 02916**

**DATE PREPARED: 08/20/2024**

**EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS**

**DESIGNATED RESPONSIBLE OFFICIAL: Name: Mark Jacobs Phone: 617-501-6758**

**EMERGENCY COORDINATOR: Name: Peter Sterflinger Phone: 516-754-5949**

**AREA/FLOOR MONITORS (If applicable):**

**Area/Floor: DSP Name: Josh Cabral Phone: 401-595-3700**

**Area/Floor: Adriel Martinez Name: Phone: 774-225-7499**

**EVACUATION ROUTES** • Evacuation route maps have been posted in each work area. The following information is marked on evacuation maps:

1. Emergency exits
  2. Primary and secondary evacuation routes
  3. Locations of fire extinguishers
  4. Fire alarm pull stations' location
- a. Assembly points • Site personnel should know at least two evacuation routes.

**EMERGENCY PHONE NUMBERS**

**EMERGENCY: 9-1-1**

**FIRE DEPARTMENT: 401-435-7600**

**PARAMEDICS: 401-431-4613**

**AMBULANCE: 401-431-4613**

**POLICE: 401-435-7600**

**UTILITY COMPANY EMERGENCY CONTACTS** (Specify name of the company, phone number and point of contact)

**ELECTRIC: Rhode Island Energy 855-743-1101**

**WATER: East Providence Water Utilities 401-435-7741**

**GAS (if applicable): Rhode Island Energy 800-640-1595**

**TELEPHONE COMPANY: n/a**



## EMERGENCY REPORTING AND EVACUATION PROCEDURES

Types of emergencies to be reported by site personnel are:

- MEDICAL
- FIRE/EXPLOSION
- SEVERE WEATHER
- BOMB THREAT
- CHEMICAL/ETHANOL SPILL
- STRUCTURE CLIMBING/DESCENDING
- EXTENDED POWER LOSS

### MEDICAL EMERGENCY

• Call medical emergency phone number (check applicable): † Paramedics † Ambulance † Fire Department † Other Provide the following information:

- a. Nature of medical emergency.
- b. Location of the emergency (address, building, room number), and
- c. Your name and phone number from which you are calling.

• Do not move victim unless absolutely necessary.

• Call the following personnel trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:

Name: Peter Sterflinger Phone: 516-754-5949

Name: Mark Jacobs Phone: 617-501-6758

• If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:

1. Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).

2. Clear the air passages using the Heimlich Maneuver in case of choking.

• In case of rendering assistance to personnel exposed to hazardous materials, consult the Material Safety Data Sheet (MSDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.

## **FIRE EMERGENCY OR EXPLOSION**

When fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling .
- If the fire alarm is not available, notify the site personnel about the fire emergency by the following means (check applicable): †

Voice Communication †

Phone Paging †

Radio †

Fight the fire ONLY if:

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

Upon being notified about the fire emergency, occupants must:

- Leave the building using the designated escape routes.
- Assemble in the designated area (specify location): Exterior parking lot near Ferris Avenue
- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to reenter.

Designated Official, Emergency Coordinator or supervisors must:

- Disconnect utilities and equipment unless doing so jeopardizes his/her safety.
- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Determine a rescue method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the facility.
- Perform assessment and coordinate weather forecast office emergency closing procedures

Area/Floor Monitors must:

- Ensure that all employees have evacuated the area/floor.
- Report any problems to the Emergency Coordinator at the assembly area.

## **EXTENDED POWER LOSS**

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and affecting sensitive equipment.
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss.
  - Fire sprinkler system
  - Standpipes
  - Potable water lines
  - Toilets
- Add propylene-glycol to drains to prevent traps from freezing
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.

Upon Restoration of heat and power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.

## CHEMICAL/ETHANOL SPILL OR VAPOR RELEASE

The following are the locations of:

Spill Containment and Security Equipment: Containment Structure, Containment Pallets, PIGs - kept in Storage Room

Personal Protective Equipment (PPE): Nitrile Gloves, Eye Protection, Respirator - Kept in Storage Room

MSDS: Kept in filing cabinet in office

When a Large Chemical Spill has occurred:

- Immediately notify the designated official and Emergency Coordinator.
- Contain the spill with available equipment (e.g., pads, booms, absorbent powder, etc.).
- Secure the area and alert other site personnel.
- Do not attempt to clean the spill unless trained to do so.
- Attend to injured personnel and call the medical emergency number, if required.
- Call a local spill cleanup company or the Fire Department (if arrangement has been made) to perform a large chemical (e.g., mercury) spill cleanup.

Name of Spill Cleanup Company: Moran Environmental Recovery

Phone Number: 888-233-5338

- Evacuate building as necessary
- When a Small Chemical Spill has occurred:
  - Notify the Emergency Coordinator and/or supervisor.
  - If toxic fumes are present, secure the area (with caution tapes or cones) to prevent other personnel from entering.
  - Deal with the spill in accordance with the instructions described in the MSDS.
  - Small spills must be handled in a safe manner, while wearing the proper PPE.
  - Review the general spill cleanup procedures.

**TELEPHONE BOMB THREAT CHECKLIST INSTRUCTIONS:**

**BE CALM, BE COURTEOUS. LISTEN. DO NOT INTERRUPT THE CALLER.**

**YOUR NAME:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CALLER'S IDENTITY SEX:** Male \_\_\_\_\_ Female \_\_\_\_\_ Adult \_\_\_\_\_ Juvenile \_\_\_\_\_

**APPROXIMATE AGE:** \_\_\_\_\_

**ORIGIN OF CALL:** Local \_\_\_\_\_ Long Distance \_\_\_\_\_ Telephone Booth \_\_\_\_\_

**VOICE CHARACTERISTICS SPEECH LANGUAGE** \_\_\_\_\_ Loud \_\_\_\_\_ High Pitch \_\_\_\_\_ Raspy \_\_\_\_\_

Intoxicated \_\_\_\_\_ Soft \_\_\_\_\_ Deep \_\_\_\_\_ Pleasant \_\_\_\_\_ Other \_\_\_\_\_ Fast \_\_\_\_\_ Distinct \_\_\_\_\_

Stutter \_\_\_\_\_ Slurred \_\_\_\_\_ Slow \_\_\_\_\_ Distorted \_\_\_\_\_ Nasal \_\_\_\_\_ Other \_\_\_\_\_ Excellent \_\_\_\_\_

Fair \_\_\_\_\_ Foul \_\_\_\_\_ Good \_\_\_\_\_ Poor \_\_\_\_\_ Other \_\_\_\_\_

**ACCENT MANNER BACKGROUND NOISES** \_\_\_\_\_ Local \_\_\_\_\_ Foreign \_\_\_\_\_ Race \_\_\_\_\_ Not Local \_\_\_\_\_

Region \_\_\_\_\_ Calm \_\_\_\_\_ Rational \_\_\_\_\_ Coherent \_\_\_\_\_ Deliberate \_\_\_\_\_ Righteous \_\_\_\_\_ Angry \_\_\_\_\_

Irrational \_\_\_\_\_ Incoherent \_\_\_\_\_ Emotional \_\_\_\_\_ Laughing \_\_\_\_\_ Factory \_\_\_\_\_ Machines \_\_\_\_\_ Music \_\_\_\_\_

Office \_\_\_\_\_ Machines \_\_\_\_\_ Street \_\_\_\_\_ Traffic \_\_\_\_\_ Trains \_\_\_\_\_ Animals \_\_\_\_\_ Quiet \_\_\_\_\_ Voices \_\_\_\_\_

Airplanes \_\_\_\_\_ Party \_\_\_\_\_ Atmosphere \_\_\_\_\_

**BOMB FACTS PRETEND DIFFICULTY HEARING - KEEP CALLER TALKING - IF CALLER SEEMS AGREEABLE TO FURTHER CONVERSATION, ASK QUESTIONS LIKE:** When will it go off? Certain Hour \_\_\_\_\_ Time Remaining \_\_\_\_\_ Where is it located? Building Area \_\_\_\_\_ What kind of bomb? \_\_\_\_\_

What kind of package? \_\_\_\_\_ How do you know so much about the bomb? \_\_\_\_\_ What is your name and address? \_\_\_\_\_

If building is occupied, inform caller that detonation could cause injury or death.

Activate malicious call trace: Hang up phone and do not answer another line. Choose same line and dial \*57 (if your phone system has this capability). Listen for the confirmation announcement and hang up.

Call Security at \_\_\_\_\_ and relay information about call.

Did the caller appear familiar with plant or building (by his/her description of the bomb location)?

Write out the message in its entirety and any other comments on a separate sheet of paper and attach to this checklist.

Notify your supervisor immediately.

## SEVERE WEATHER AND NATURAL DISASTERS

### Tomado:

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following: - Small interior rooms on the lowest floor and without windows,
- Hallways on the lowest floor away from doors and windows, and
- Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tomado threat is announced to be over.

### Earthquake:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

### Flood:

#### If indoors:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

#### If outdoors:

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.

### Hurricane:

• The nature of a hurricane provides for more warning than other natural and weather disasters. A hurricane watch issued when a hurricane becomes a threat to a coastal area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas, are expected in the area within 24 hours.

#### Once a hurricane watch has been issued:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Moor any boats securely, or move to a safe place if time allows.
- Continue to monitor local TV and radio stations for instructions.
- Move early out of low-lying areas or from the coast, at the request of officials.
- If you are on high ground, away from the coast and plan to stay, secure the building, moving all loose items indoors and boarding up windows and openings.
- Collect drinking water in appropriate containers.

#### Once a hurricane warning has been issued:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Leave areas that might be affected by storm tide or stream flooding.

#### During a hurricane:

- Remain indoors and consider the following:
  - Small interior rooms on the lowest floor and without windows,

- Hallways on the lowest floor away from doors and windows, and
- Rooms constructed with reinforced concrete, brick, or block with no windows.

#### Blizzard:

##### If indoors:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Stay indoors! • If there is no heat:
  - Close off unneeded rooms or areas.
  - Stuff towels or rags in cracks under doors.
  - Cover windows at night.
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, light-weight, warm clothing, if available.

##### If outdoors:

- Find a dry shelter. Cover all exposed parts of the body.
- If shelter is not available:
  - Prepare a lean-to, wind break, or snow cave for protection from the wind.
  - Build a fire for heat and to attract attention. Place rocks around the fire to absorb and reflect heat.
  - Do not eat snow. It will lower your body temperature. Melt it first.

##### If stranded in a car or truck:

- Stay in the vehicle!
- Run the motor about ten minutes each hour. Open the windows a little for fresh air to avoid carbon monoxide poisoning. Make sure the exhaust pipe is not blocked.
- Make yourself visible to rescuers.
  - Turn on the dome light at night when running the engine.
  - Tie a colored cloth to your antenna or door.
  - Raise the hood after the snow stops falling.
- Exercise to keep blood circulating and to keep warm.



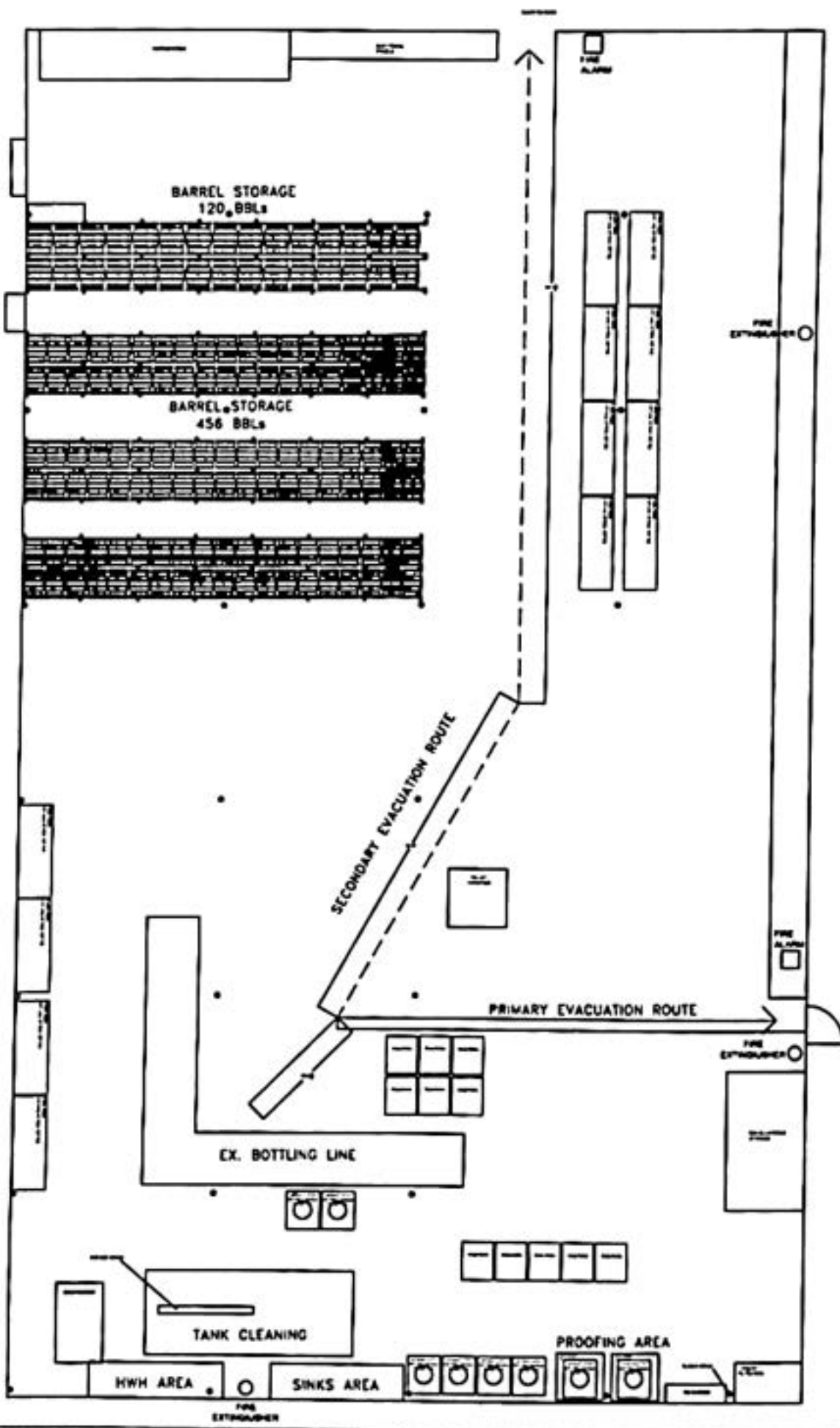
**TRAINING** The following personnel have been trained to ensure a safe and orderly emergency evacuation of other employees:

**Facility: Latitude Beverage Company**

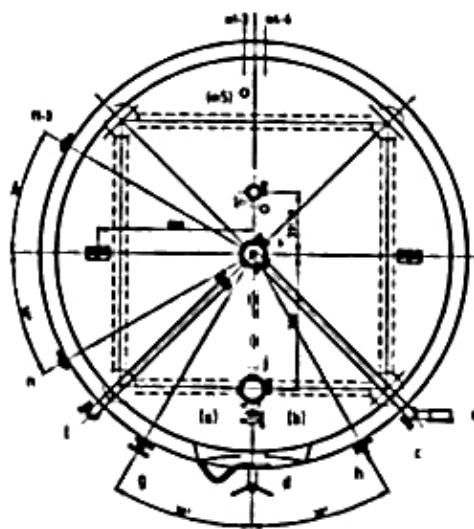
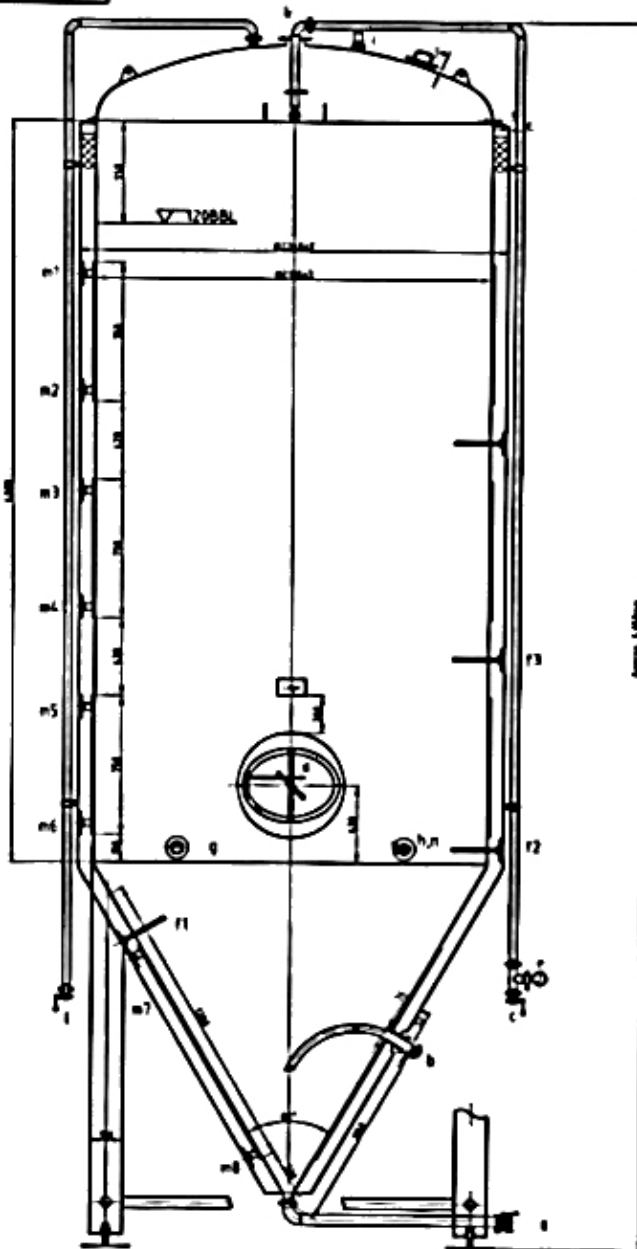
**Mark Jacobs, Warehouse Manager, Designated Responsible Official, 8/21/24**  
**Peter Sterflinger, Spirits Production Assistant, Emergency Coordinator, 8/21/24**  
**Josh Cabral, Spirits Bottling Manager, Floor Monitor - DSP, 8/21/24**  
**Adriel Martinez, Shipping Lead, Floor Monitor - Pick Line, 8/21/24**  
**Stephen Corrigan, Spirits Production Manager, Support, 8/21/24**  
**Daisy Hernandez, Operations Manager, Support, 8/21/24**

Drills of the above procedures are to be conducted semi-annually and training conducted annually.

**Date 8/20/24**



PRO120FV



List of Design Data

Description of Parameter	Vessel	Jacket
Working Pressure	bar 1	1
Design Pressure	bar 2.6	4
Working temperature	-5 to +40 °C	
Design temperature	-5 to +40 °C	
Medium	Beer	
Medium density	1.048g/m <sup>3</sup>	
Main compressive component	304	
Gross Volume	17.060 L	
Net Volume	14.000 L	
Safety Valve ACT Pressure	1 bar	
Cooling exchanging area	m <sup>2</sup> 17.370	
Insulation Material	PU	
Level Testing Pressure	bar 2.6	4.0

- The inner wall shall be flat. The welding seam on inner surface shall be ground. Concave-concave area and scratch mark are not allowed.
- Inner surface
  - The disk headworking seam should be polished to 40#P<sub>a</sub>.
  - The inner surface polished to 0.050 finish floor.
- The outer surface of the cylinder top and bottom disk head shall be polished to 40# P<sub>a</sub>.
- After finishing tank construction, do 2.0 bar lower pressure water pressure test for tank, do 4.0 bar lower indicated for jacket during 30 minutes. It is not allowed do water test with horizontal position.

CONNECTIONS

Mark	Items	Spec	Connection
a	Drain outlet	15"	Tri-clamp
b	Racking arm	15"	DN
c	CP inlet	15"	Tri-clamp
d	Manway	530x430	Quick open
e	Pressure gauge	15"	Tri-clamp
f1-3	Thermowell	1/2"	NTP
g	Thermometer	15"	Tri-clamp
h	Sample Valve	15"	Tri-clamp
i	PvTV	2"	Tri-clamp
j	Rep part	6"	Tri-clamp
k	CP part	6"	Tri-clamp
l	Blow off pipe	15"	Tri-clamp
m-8	Glycol part	1"	NPT
n	Carbon Stone	15"	Tri-clamp

Prospero Equipment Corporation

Design: Guanzhi Zhu	1208BL Fermentation Tank
DWG no: PRO120FV	
Version 1	Date: 2019-2-16

# NDP-50 Specifications

Port Dimensions (164 GPM Max.)

**Intake & discharge connection:**

Polypropylene (PPG)	2" ANSI B16.5 #150
Kynar® (PVDF)	2" ANSI B16.5 #150
Aluminum (ADC-12)	2" ANSI B16.5 #150 (with tapped 2" Female NPT)
Stainless Steel (316)	2" ANSI B16.5 #150 or 2" Female NPT
Cast Iron	2" Female NPT
Air inlet (incl. ball valve):	3/4" Female NPT
Air exhaust (incl. silencer):	1" Female NPT

**Maximum Liquid Temperature\***

Diaphragm Material	Temperature
Buna N	180°F (82°C)
Neoprene	180°F (82°C)
Santoprene® (TPO)	180°F (82°C)
EPDM	212°F (100°C)
PTFE	212°F (100°C)
Hytrel® (TPEE)	248°F (120°C)
Viton® fluoroelastomer	248°F (120°C)

\* The maximum liquid temperature for metal and Kynar®-fitted pumps is determined by the elastomer (diaphragm material). Polypropylene pumps have a maximum liquid temperature of 180°F (82°C) regardless of diaphragm material.

**Air Supply Pressure (All Models)**

20 – 100 PSI (1.4 – 7 kg/cm<sup>2</sup>)

**Discharge Volume Per Cycle**

Rubber diaphragm: 1.12 gallons (4.25 liters)

PTFE diaphragm: 0.69 gallons (2.61 liters)

**Maximum Cycles Per Minute**

Rubber diaphragm: 146

PTFE diaphragm: 220

**Maximum Size Solid**

5/16" (8 mm)

**Maximum Dry Suction Lift**

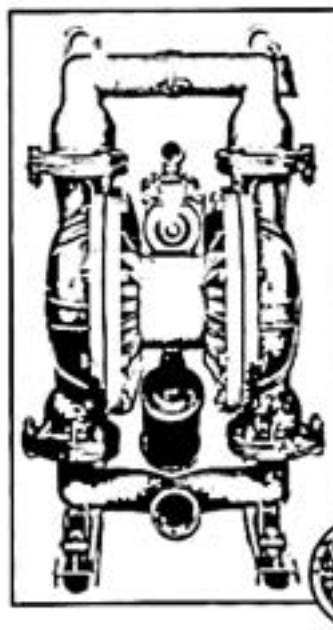
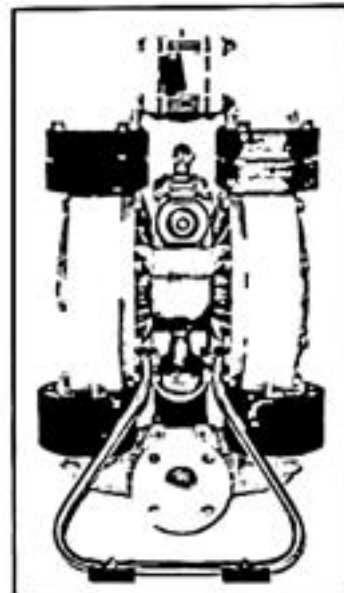
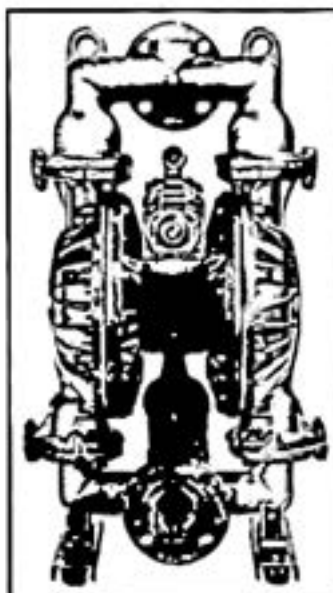
Rubber-fitted pump capability: 19-feet

**Air Motor**

Aluminum Air Motor-Standard

Optional coating: PTFE grey coated (XP)

Notes: Hytrel® fitted pumps include Buna N wetted o-rings. Santoprene® fitted pumps include EPDM wetted o-rings. Kynar® (PVDF) pumps fitted with Santoprene®, Hytrel®, or PTFE include PTFE check balls and o-rings.



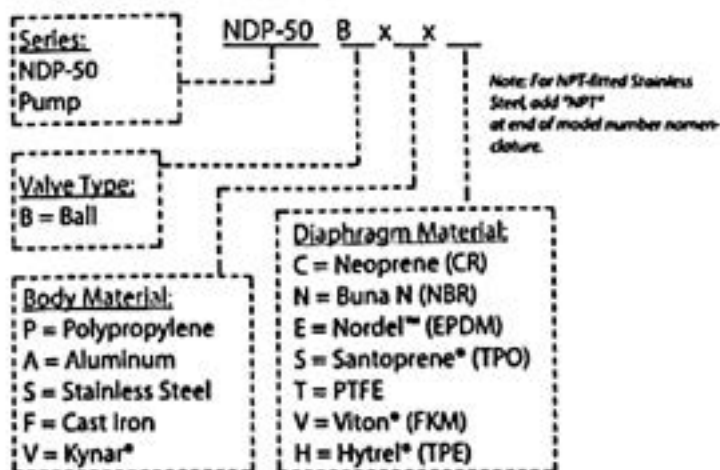
Aluminum (top left)  
Dimensions: 17.68" W x 30.67" H  
Net Wt.: 88 lbs. (39.9 kg)  
Shipping Wt.: 99 lbs.

Polypropylene or Kynar®  
(top right)  
Dimensions: 18.63" W x 32.32" H  
Net Wt.: 84 lbs. (38.1 kg)  
Shipping Wt.: 108 lbs.

Cast Iron or Stainless Steel (left)  
Dimensions: 17.72" W x 30.55" H  
Net Wt.: Cast Iron – 159 lbs. (72.1 kg)  
SS – 162 lbs. (73.5 kg)  
Shipping Wt.: Cast Iron – 168 lbs.  
SS – 173 lbs.

Note: ANSI Flange available for Cast Iron and Stainless Steel

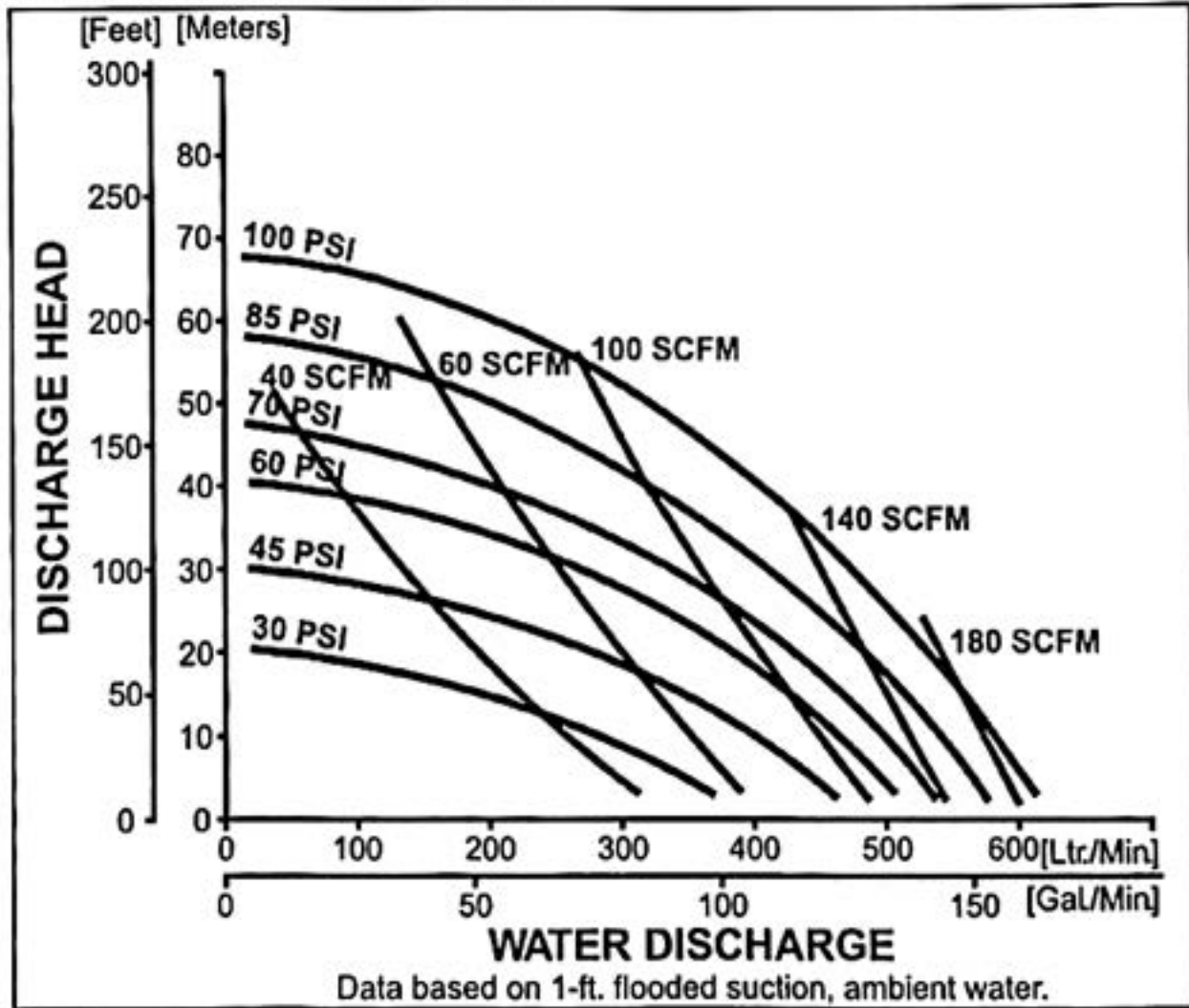
**Model Number Nomenclature**



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E-mail: sales@yamadapump.com Web: yamadapump.com

# NDP-50 Performance Curve – Rubber

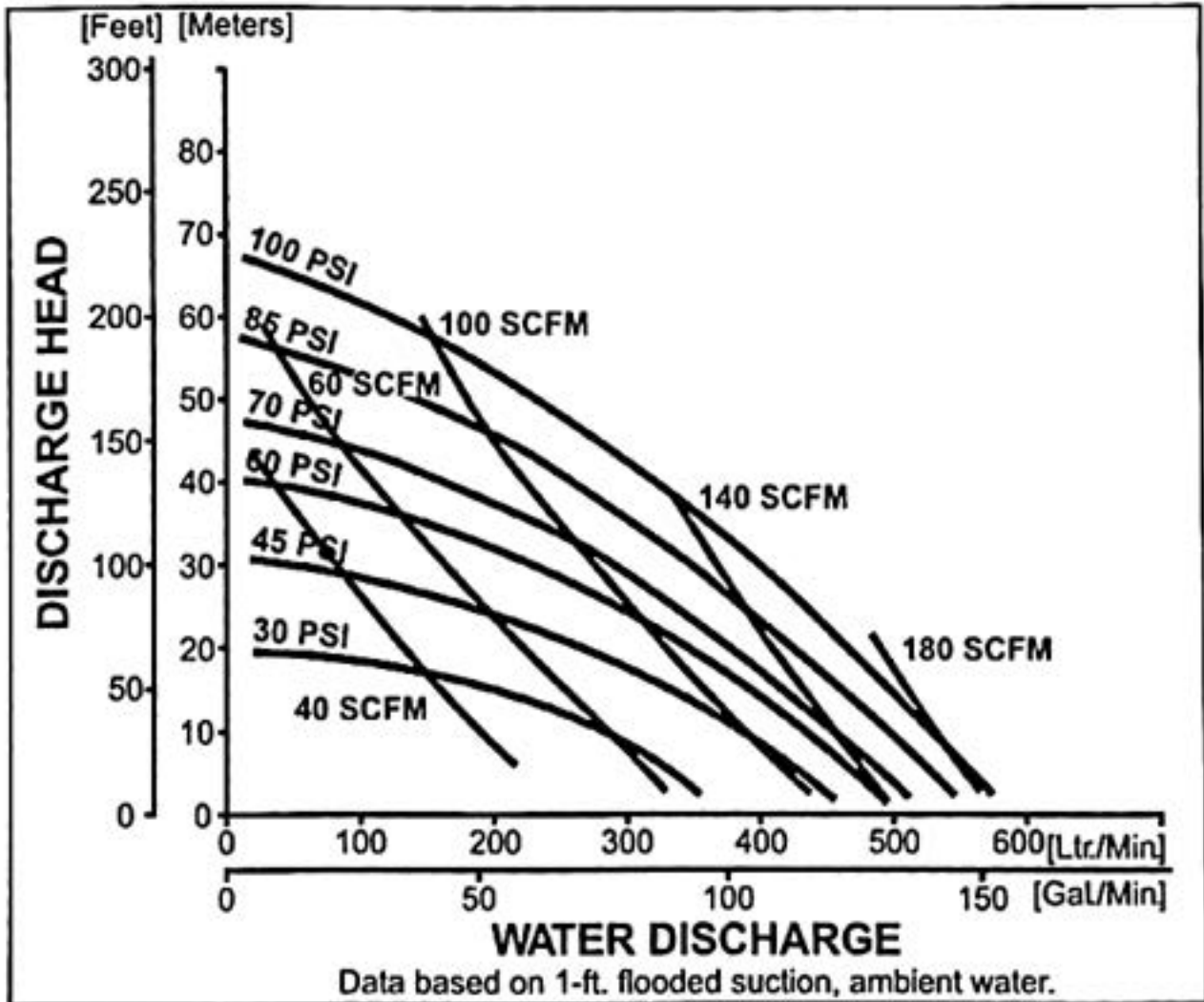
Rubber Diaphragm Performance Curve



To calculate performance for Santoprene® and Hytrel®-fitted pumps, use Rubber Diaphragm Curve.

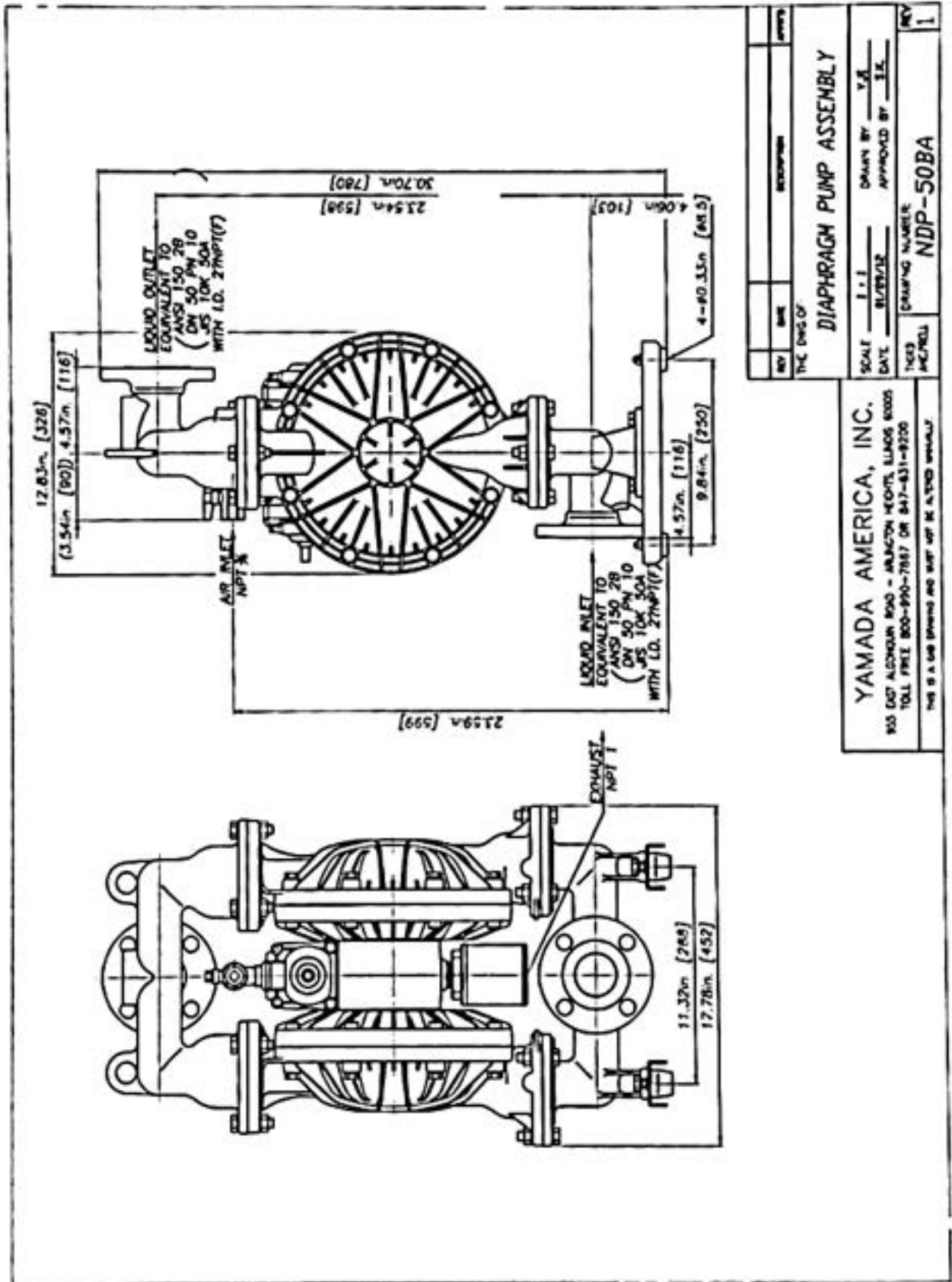
# NDP-50 Performance Curve – PTFE

PTFE Diaphragm Performance Curve



To calculate performance for Santoprene® and Hytrel®-fitted pumps, use Rubber Diaphragm Curve.





REV	DATE	DESCRIPTION	APP'D

THE ENG. OF

**DIAPHRAGM PUMP ASSEMBLY**

SCALE: 1:1  
 DATE: 8/18/12  
 DRAWN BY: Y.A.  
 APPROVED BY: J.E.  
 INDEX: DRAWING NUMBER: NDP-50BA  
 REV: 1

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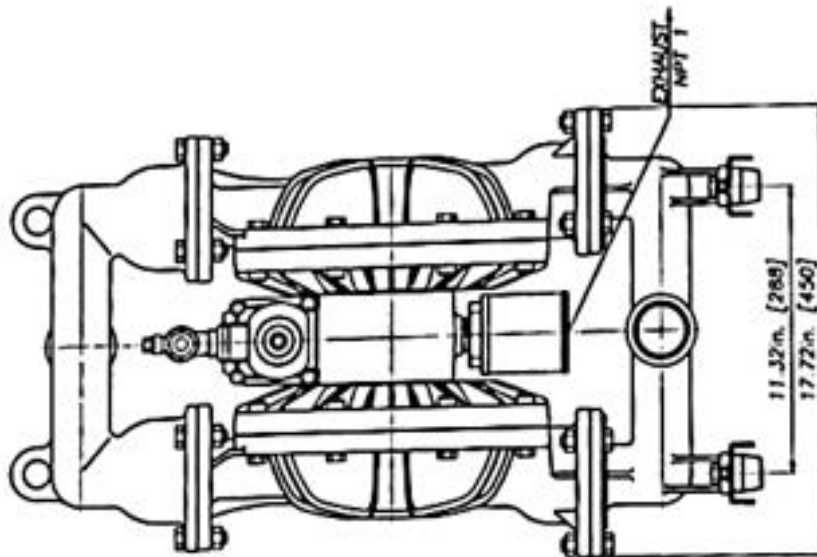
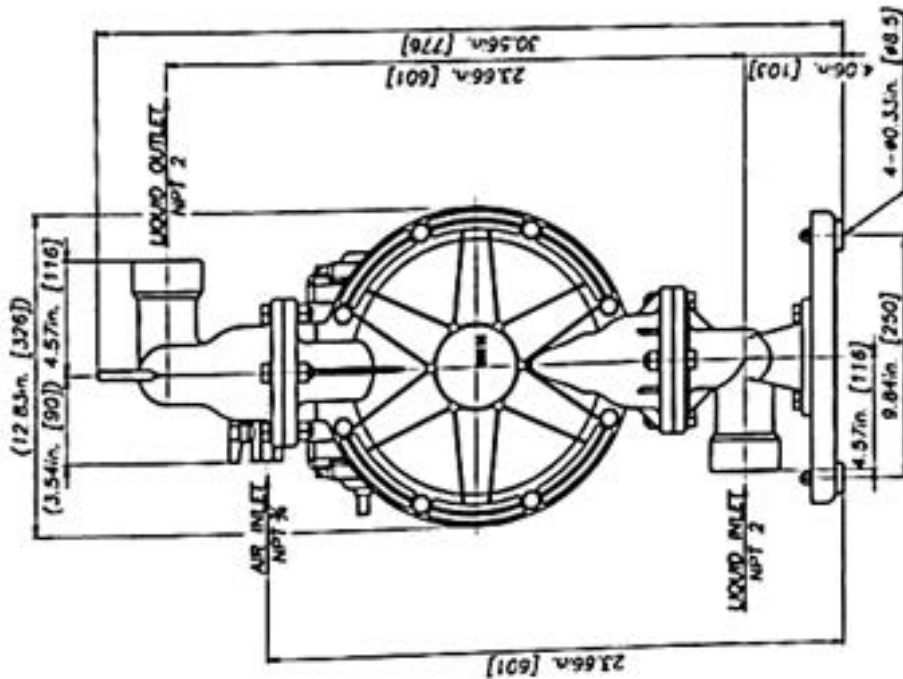


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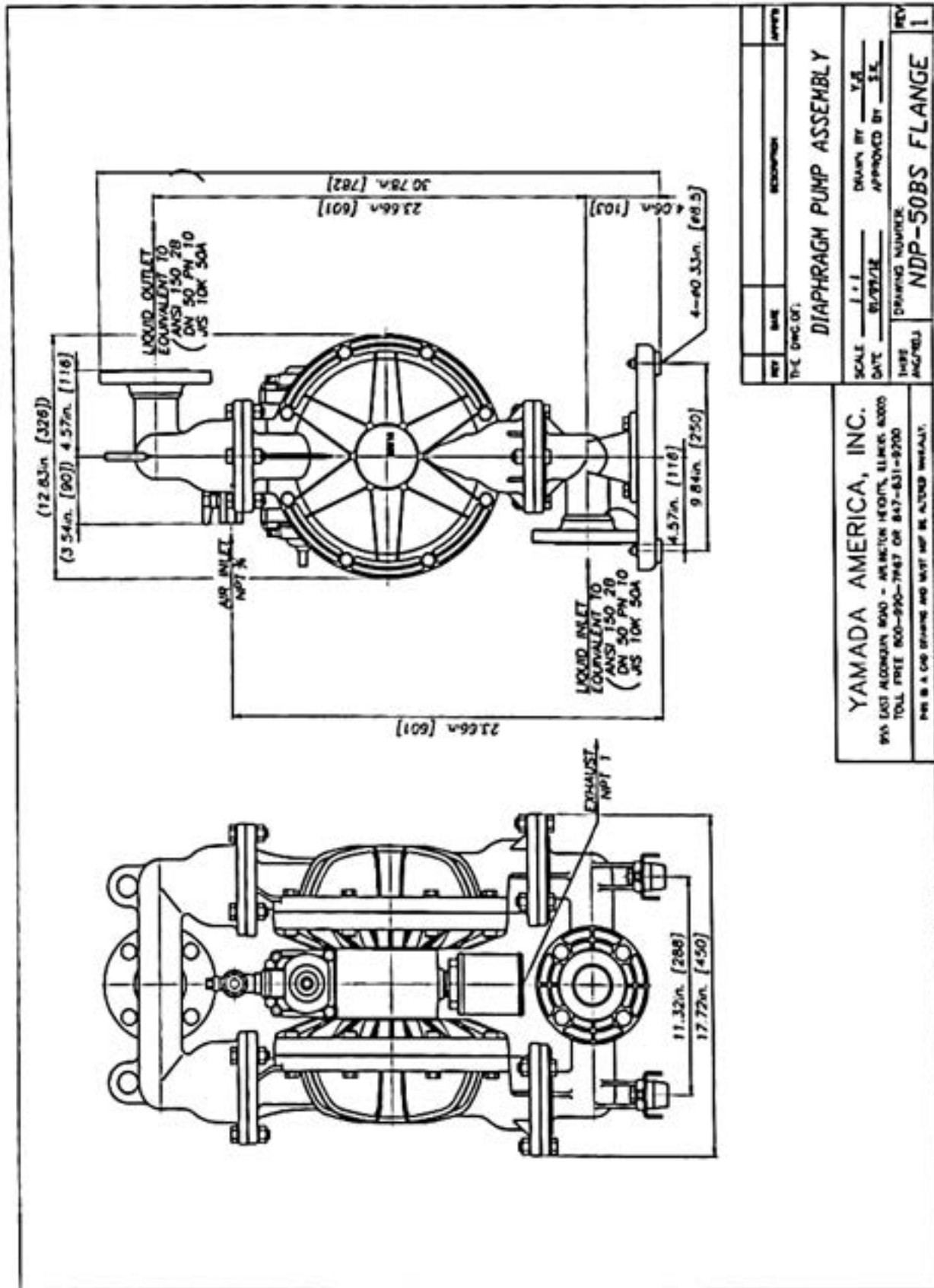


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<b>DIAPHRAGM PUMP ASSEMBLY</b>			
SCALE	1:1	DRAWN BY	Y.J.
DATE	5/20/12	APPROVED BY	S.K.
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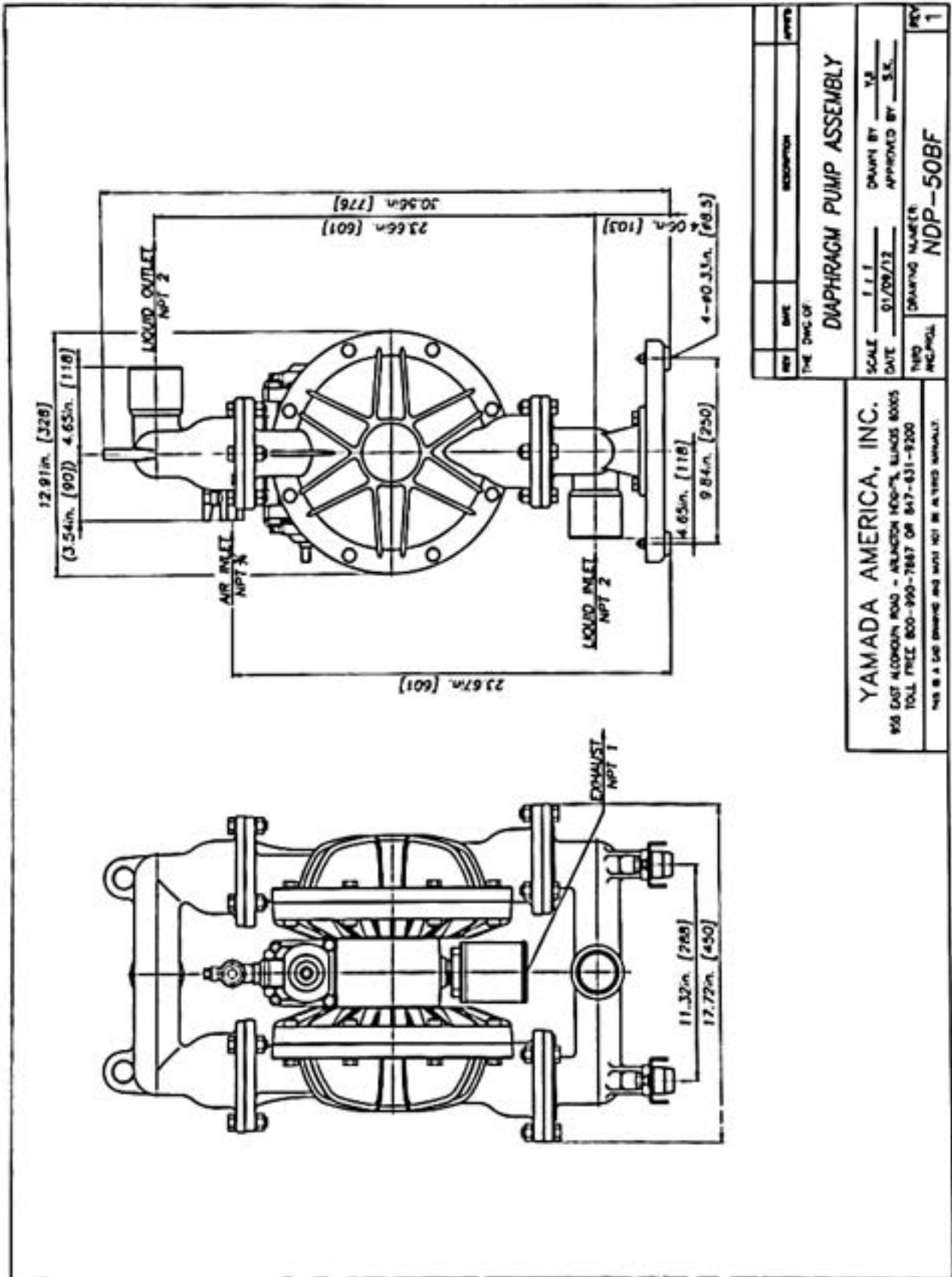


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DATE	8/27/78	APPROVED BY	S.S.
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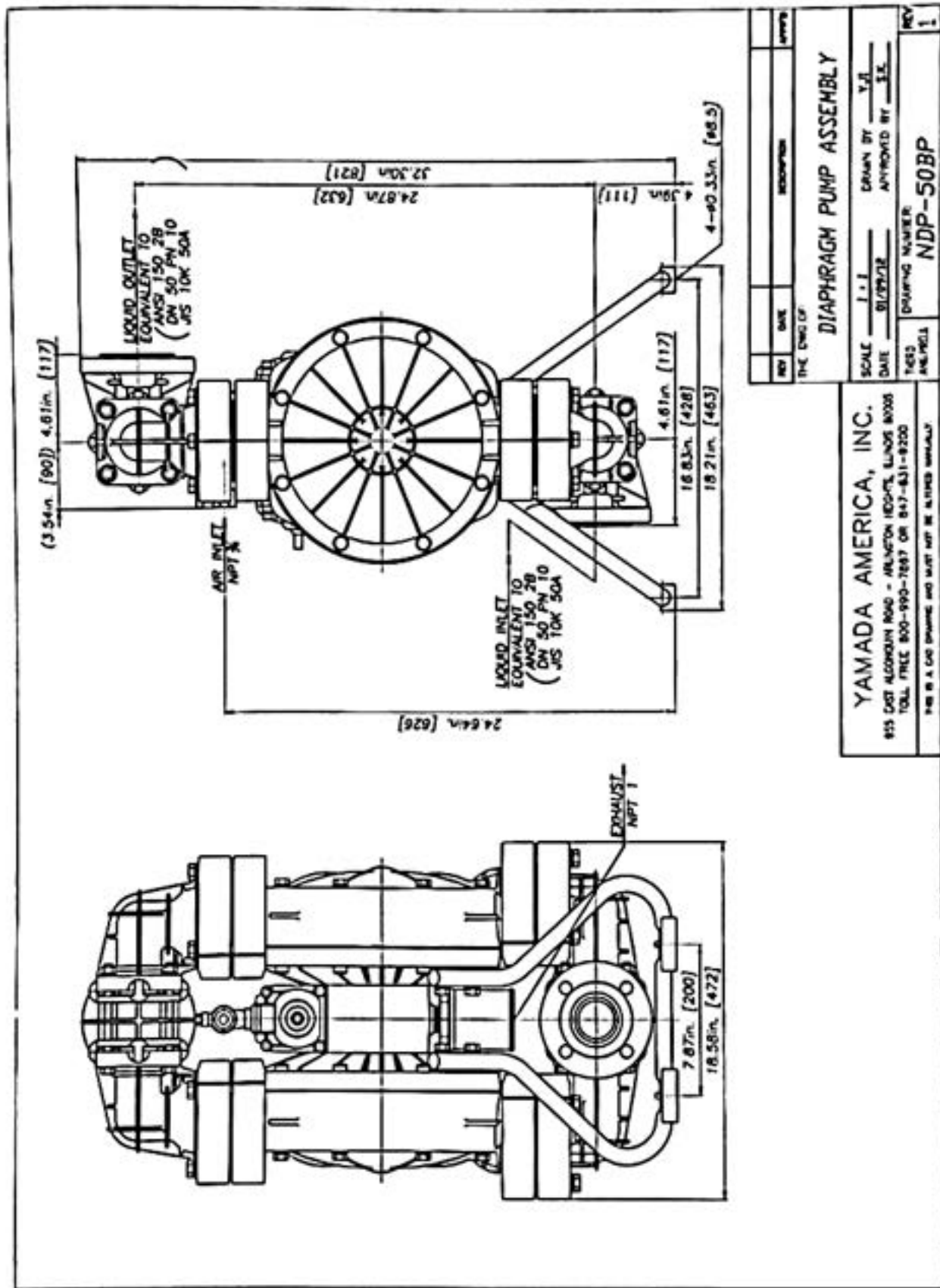


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DATE	01/28/13	APPROVED BY	S.K.
DWG NO.	DRAWING NUMBER		
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REV	DATE	DESCRIPTION	APP'D

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**DIAPHRAGM PUMP ASSEMBLY**

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 DATE: 8/27/02  
 DRAWN BY: Y.J.  
 APPROVED BY: S.E.

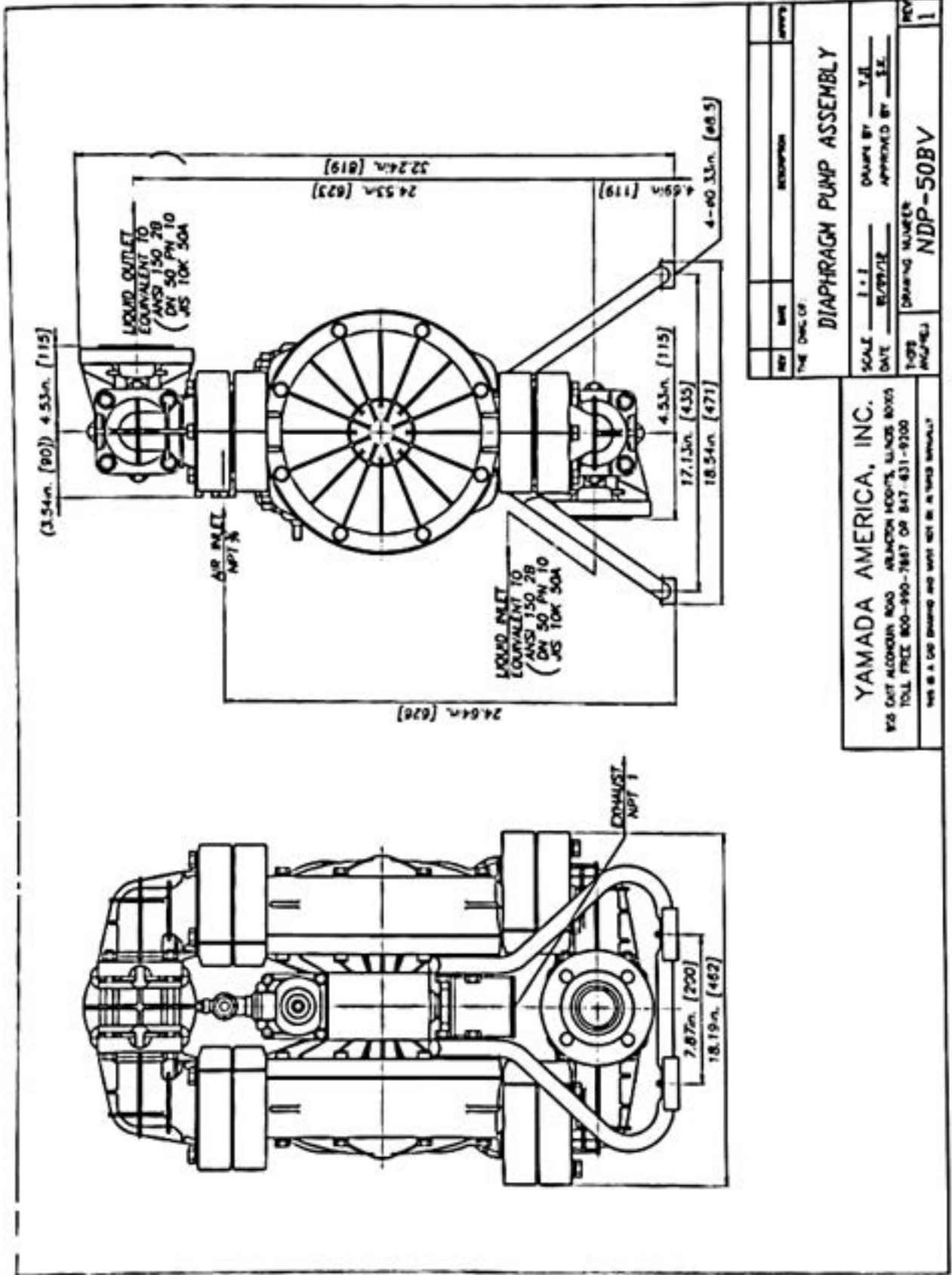
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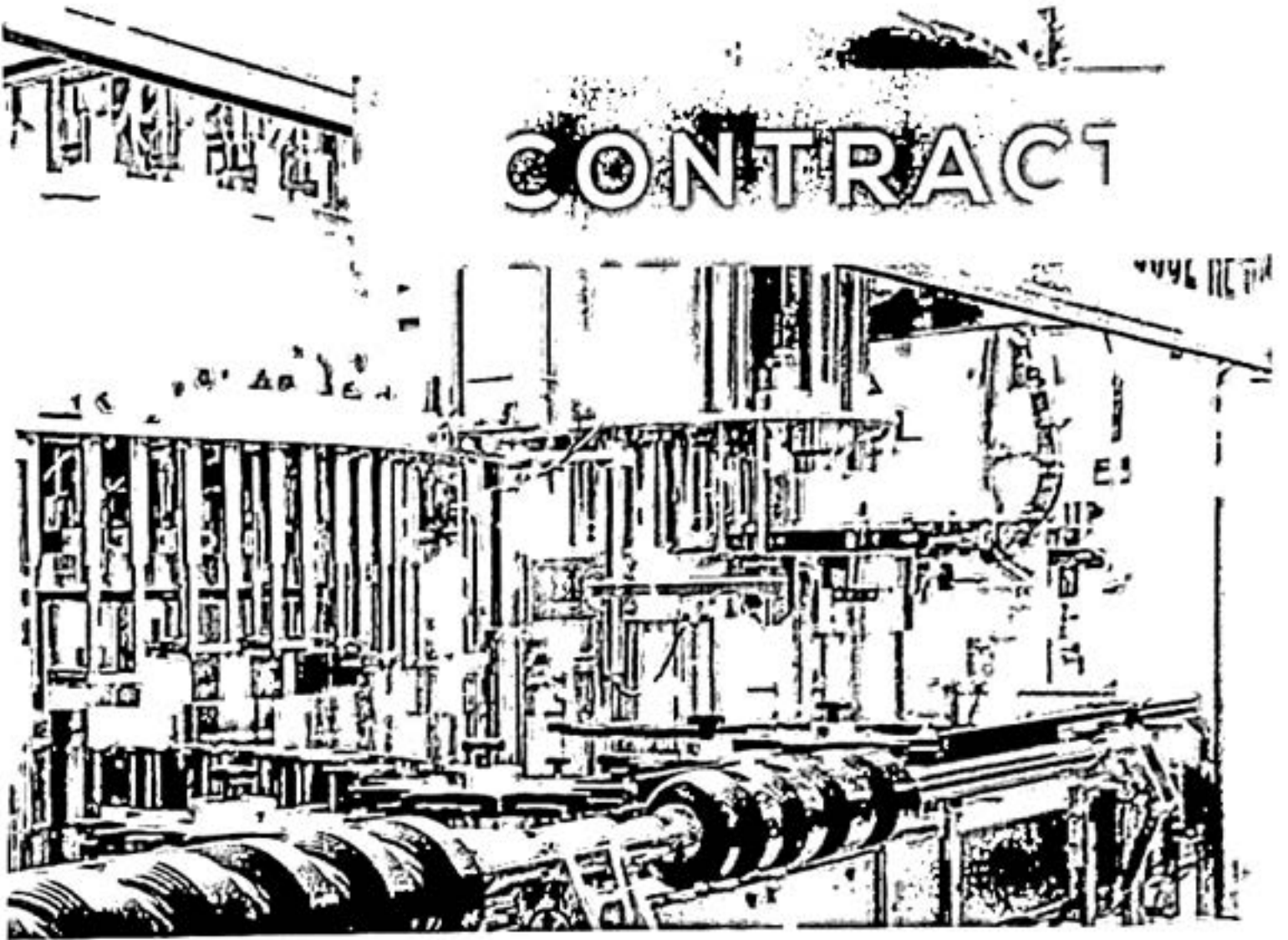
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**PROSPERO**

**CONTRACT**



**CONTRACT #: NMD2416293.00**

**REFERENCE: LATITUDE BEVERAGE COMPANY**

**CLIENT: LATITUDE BEVERAGE COMPANY**

**DATE: AUG 14, 2024**



# CONTRACT

CONTRACT #: NMD2416293.00  
REFERENCE: LATITUDE BEVERAGE COMPANY  
CLIENT: LATITUDE BEVERAGE COMPANY



#	ITEM #	DESCRIPTION	QTY.	UNIT PRICE	PRICE USD
1	NIN170724-WT-CB12088LZ0	[PRO-NI] WTCB12088LZ - FERMENTATION TANK	4	\$31,750.00	\$127,000.00
	INSTALLATION				TBD
	STARTUP				TBD
	TRAINING				TBD

PROJECT TOTAL 127,000.00

SELLER INITIALS: \_\_\_\_\_

BUYER INITIALS: \_\_\_\_\_

# CONTRACT

CONTRACT#: NMD2416293.00  
REFERENCE: LATITUDE BEVERAGE COMPANY  
CLIENT: LATITUDE BEVERAGE COMPANY



#	DESCRIPTION
1	NIN170724-WT-CB120BBLZ0 <span style="float: right;">\$31,750.00</span>
	<p><b>WTCB120BBL - FERMENTATION TANK CONE BOTTOM - SIZE 120BBL</b></p> <ul style="list-style-type: none"><li>• Capacity: 120BBL</li><li>• With approx. 20% to 25% head space</li><li>• Interior shell: SUS304, 3mm mirror polish finish</li><li>• Outer: SUS304, 2mm, brushed</li><li>• Ribbon polished for Dish head &amp; welded place.</li><li>• Insulation Material: polyurethane, thickness: 80mm</li><li>• Dish head/ Cylinder 60" cone bottom / 4 x adjustable legs.</li><li>• Cooling inlet and outlet / thermowell</li><li>• UL 142 (test report from China Institution)</li><li>• Side manway /1.5 CIP lines/2" drain port</li><li>• liquid level monitoring and over flow with sight glass, and bottom filling internal tube to avoid static buildup.</li></ul> <p>- NON PRESSURE RATED TANK</p> <p>Includes top manway door</p> <p><b>NOTE:</b></p> <p>ESTIMATED PRODUCTION: within 60 work days upon receipt buyer's deposit. DELIVERY: EXW PROSPERO OFFICE, Pleasantville, NY.</p>



sample image only

SELLER INITIALS: \_\_\_\_\_

BUYER INITIALS: \_\_\_\_\_

| LATITUDE BEVERAGE COMPANY | AUG 14, 2024

PAG. 2

# CONTRACT

CONTRACT#: NMD2416293.00

REFERENCE: LATITUDE BEVERAGE COMPANY

CLIENT: LATITUDE BEVERAGE COMPANY

# PROSPERO

## GENERAL TERMS

### GENERAL TERMS PAYMENT TERMS

Unless expressly stated otherwise, payment of invoices must be effected as follows:

### PAYMENTS

30.00% down payment w/contract

70.00% due prior to delivery

Payment must be effected in a manner directed by Prospero in the currency stated in the contract.

Deposit is due on the date that this agreement is executed. The final balance is due prior to delivery, unless expressly stated otherwise. Buyer is responsible for any federal, state, local taxes, sales taxes or any special local fees applicable to the sale. Seller reserves the right to refuse the order within 7 days from its receipt without liability to Buyer.

No equipment will be ordered until Prospero Corporation receives full deposit. Equipment deliveries will not be scheduled until full payment is received. State and local taxes, or any other special local fees, are additional where applicable. If the equipment is to be shipped by Common Carrier and needs crating, crating is not included and will be an additional charge. —

**COLLECTION CHARGES:** Following the expiry of 30 (thirty) days after the invoice date, the Buyer will be in default by operation of law, with effect from the date at which default commences. The Buyer will owe interest on the amount due at a rate of 1% per month, unless the statutory rate is higher, in which event the latter rate applies. If the Buyer is in default or fails to fulfil one of his or its obligations, then the judicial and extrajudicial costs incurred for the purpose of ensuring payment shall be borne by the buyer.

**TRANSFER OF TITLE:** Notwithstanding delivery and the passing of risk, the Equipment will remain the property of Prospero until the full payment of the purchase price is made. This includes any additional costs incurred in the supply of the equipment, as well as, any other claims arising from any other transaction between the parties and the settlement of any outstanding current account balances. Therefore, the equipment supplied or delivered may not be seized or given as security, sold or otherwise transferred to any third party until paid in full. The Buyer must immediately inform Prospero of any infringement of ownership rights by a third party and provide all relevant documentation. The Buyer must inform the third party of the existence of Prospero's rights of ownership. If the Buyer fails to pay the purchase price, Prospero may, at its option, repossess the Equipment at a time and in a manner that is most convenient for Prospero. Any costs associated with the repossession of the Equipment will be borne by the Buyer.

### PRICE

Unless expressly stated otherwise, the prices quoted by Prospero are in USD Currency.

### DELIVERY

Unless expressly stated otherwise, delivery shall be "ex works" manufacturing plant (EXW - INCOTERMS 2020).

The Delivery Estimated Delivery dates are subject to change due to manufacturing schedules and port delays. Prospero is not responsible for delays in manufacturing or delivery. The sales representative is not responsible for delivery dates or manufacturing schedules for ordered equipment. Packaging and freight charges are quoted based on contract date pricing from the manufacturer of the goods. In the event that packaging and freight charges are modified based on market conditions, the Seller shall have the right to modify such packaging and freight charges to the price charged to Seller and Buyer shall pay such charges prior to delivery.

The term of delivery estimated by Prospero will not commence until after all the required data (receipt of bottle samples, signed drawings, and/or design requirements) have been made available to the manufacturer.

The Buyer is obligated to take delivery of the goods bought at the time they are delivered to the Buyer, or at the time they are made available to the Buyer in accordance with the contract.

If the Buyer refuses to take delivery or fails to provide information or instructions required for the delivery, the goods will be stored at the Buyer's expense including all additional costs such as storage costs, and/or additional freight.

**Force Majeure:** Prospero shall not be liable for delays or failure in delivery of products or performance of services due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods and other catastrophes, due to inability to obtain necessary labor, materials, components or manufacturing facilities; or due to any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be deferred for a period equal to the time lost by reason delay.

**Partial Deliveries:** Prospero is permitted to deliver the goods sold in more than one consignment, if the goods are delivered in more than one consignment, Prospero will be entitled to invoice each shipment separately. Any additional freight costs incurred will be invoiced according to the delivery terms of this contract.

### IN TRANSIT CLAIMS

Unless otherwise agreed to in the Sales Contract, claims for damage or shortage in transit must be made against the carrier by the Customer according to the terms of the Contract. Customer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the bill of lading or an inspection report furnished by the local agent of the carrier in order to support a claim.

### CONDITIONS

Buyer is responsible for unloading and placement of the equipment. Buyer will provide all electrical hookups. The machines are supplied without power plug. Installation expenses will be separately invoiced TBD. There may be additional small items not listed in the quote added to the machines at our discretion to complete the installation. These items are not included in the cost of the associated machines. Water, air, gas, connections and installation required are the customer's responsibility. If applicable, the installation of the castor wheels and leg extension is also the purchaser's responsibility for presses and destemmers. If the purchaser chooses to have a Prospero technician install the wheels and leg extensions, standard shop rates will be billed. Prospero Equipment Corporation is not responsible for the cost of the product or materials used during the training period. Travel, meals, lodging, and work related expenses are not included and will be an additional charge during installation. All machines are complete as described.

**ERRORS:** All clerical errors are subject to correction.

### ORDER CANCELLATION

If Customer desires to cancel or change any portion of this Contract, Customer must make such request in writing to Prospero in the form of an Addendum to the original contract. Prospero may, in its sole discretion, accept or reject any such request. In the event a cancellation is accepted, the Customer shall be responsible for all reasonable costs and expenses (including, without limitation, expenses and commitments to Prospero's suppliers and subcontractors) incurred by Prospero prior to Prospero's receipt of the cancellation request. Orders for custom, special or non-standard products and/or services are final and non-cancelable. Deposits for custom, special or non-standard products and/or services are non-refundable. Prospero also reserves the right to make a cancellation charge in the event of cancellation by the Customer of an order placed in Prospero's shipping schedule and confirmed by Prospero in a Sale Contract. Failure to make timely payments, Prospero reserves the right to cancel a Contract Order in whole or in part if Customer's payment terms are not met. A minimum Cancellation Fee of 15% of total value of the order may apply.

**Acceptance of Goods:** The Buyer must inspect the goods sold at the time of delivery, or have them examined, at the date of delivery. During such inspection, the Buyer should verify whether the goods delivered meet the specifications in the contract, namely:

Whether the proper goods have been delivered;

Whether the appropriate quantity of goods have been delivered;

Whether the goods delivered meet the quality requirements agreed, or, in the absence thereof, the requirements for normal use and/or commercial purposes.

If defects or shortcomings are discovered, the Buyer must report these in writing to Prospero within seven (7) days after the date of delivery. No warranty can be given in respect of deviations from the appropriate number of items inside the packaging. The warranty does not apply either, in the event that there is any damage as a result of incorrect treatment, or of acting contrary to Prospero's instructions.

SELLER INITIALS: \_\_\_\_\_

BUYER INITIALS: \_\_\_\_\_

| LATITUDE BEVERAGE COMPANY | AUG 14, 2024

PAG. 3

# CONTRACT

CONTRACT#: NMD2416293.00  
REFERENCE: LATITUDE BEVERAGE COMPANY  
CLIENT: LATITUDE BEVERAGE COMPANY



In the event that the other party complains in a timely manner, the latter's obligation to pay and to purchase the orders placed will still continue. Goods may be returned to Prospero only after its prior written permission has been granted. Signed Bill of Lading represents acceptance of Goods.

#### ELECTRICAL REQUIREMENTS

Purchaser will provide all electrical hookups beyond 12 and 24 Volt. An electrical contractor will be responsible for all electrical connections needed at the client's expense. Local permits may be required. All equipment comes with a 25' electrical cord without a plug end. Purchaser is responsible for the appropriate plug. All electrical contractors and parts needed for installation must be on location prior to the technician's arrival for startup. Delays for not having the parts available at the time of arrival will be billed at standard technician's rates.

#### GLYCOL CHILLERS

Glycol chillers require a licensed HVAC company to install them.

Prospero Equipment Corporation or affiliates does NOT install glycol chiller systems. It is the buyer's responsibility to provide and arrange for installation of these systems through their own licensed HVAC company.

#### UL/CSA LISTING

All items offered on this contract are CE rated unless otherwise specified. Items are NOT UL/CSA Listed unless otherwise specified.

#### ALL EQUIPMENT / EXPLOSION PROOF

All items offered on this contract are NOT explosion proof unless otherwise specified and have no classification (ATEX and/or Class 1 Div 1 or others) unless otherwise specified.

#### WARRANTY

Prospero Equipment Corporation warrants that the equipment offered here shall be free of defects in materials and workmanship for a period of ONE (1) YEAR. That period shall be from the date of delivery.

Such warranty applies only after the defective and non-consumable parts are returned to Prospero Equipment Corporation and only after inspection, are found to be defective. Normal wear and usage or damage caused by others is not covered. Prospero Equipment Corporation's liability shall be limited to repairing or replacing any part of the equipment that is proved to be defective. If a technician(s) is needed to facilitate repairs, the buyer is responsible for all of the technician(s) travel and living expenses. The services of the technician(s) will be at no charge for a period of thirty (30) days from the date of the installation of the equipment. After that period, the buyer will be invoiced per our established service rate Schedule Plus travel and living expenses. Prospero's warranty will not extend to claims that result, in Seller's judgement, from misuse, negligence, neglect, installation or maintenance, alterations or repairs performed by personnel not employed, trained or certified by Prospero, or using third party supplies or other components (including consumables and components not supplied by Seller) which do not meet or are used in a manner inconsistent with the product design. All normal wear parts, such as gaskets, "O" rings, seals and minor electrical components such as lamps and fuses are not covered under this warranty. All other electrical components and electronic devices are covered for a period of thirty (30) days from installation.

Prospero Equipment Corporation shall not be liable for any damages whatsoever resulting from the use of defective equipment for special indirect or consequential damages of any kind. This includes without limitation, loss of production, increased costs or loss of profits. Prospero Equipment Corporation will not accept any charges for labor for the repair of equipment or the installation of parts by the buyer or their authorized agents. During guarantee period, air travel, meals and lodging are not included and will be an additional charge.

#### NON-RESPONSIBILITY

Items described in this proposal may not meet earthquake specifications. Consequently, customer acknowledges by signing this proposal that he waives any and all claims whatsoever against Prospero Equipment Corporation for damages sustained due to loss occasioned by earthquake and related damages to any of the items which are the subject of this proposal.

#### LIMITATION OF LIABILITY

Prospero's liability to the Buyer will be limited as follows:

Prospero will be liable only if damage or loss is caused by an intentional act or omission or gross negligence on the part of Prospero's employees.

Prospero's liability will be limited to the amount payable by Prospero's insurer in a specific case.

If, in a specific case, Prospero is liable but the case is not covered by the insurance policy, or if the insurer does not pay, Prospero's liability will be limited to the invoice value of the transaction, at least to the part of the transaction to which the liability relates.

Customer hereby waives any responsibility or liability of Seller and the respective directors, officers, employees and agents arising from tort. In the event that Prospero is, for any reason, deemed liable to the Customer, the amount of damages recoverable by Customer shall not exceed Customer's actual damages as limited by this Contract and Prospero shall not be required to pay to Customer actual damages in excess of the total amount actually paid by Customer under this Contract.

#### INDEMNIFICATION

Customer shall indemnify, defend and hold harmless Prospero Equipment Corporation from and against any claim, liability, loss, damage, settlement, penalty, costs or expenses made against or sustained by Prospero arising from any claim resulting from: (a) any breach of the warranties contained in Terms and Conditions; (b) Customer's use of Product(s) or incorporation of Products sold hereunder in any item produced or manufactured by Customer; and/or (c) any other claim resulting from Prospero's design or manufacture of Products to specifications provided by Customer.

#### ARBITRATION

All disputes arising between the parties hereto shall be submitted exclusively to the competent court in Prospero's place of residence, unless the dispute concerned falls under the jurisdiction of the sub-district court.

Any contract concluded between Prospero and Buyer shall be governed by and construed in accordance with the laws of New York.

#### DELAY

COVID-19 Impacts: The Time for Performance may be extended by either Party by written notice for an Excused Delay which materially affects the Party's ability perform. As used herein an Excused Delay means a delay caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine, war, acts of terrorism, and/or order of government or civil or military authorities. Notwithstanding anything to the contrary contained in this Agreement, if the Time for Performance is extended, said Extension shall not exceed 30 days.\*



# CONTRACT

CONTRACT#: NMD2416293.00  
REFERENCE: LATITUDE BEVERAGE COMPANY  
CLIENT: LATITUDE BEVERAGE COMPANY



ITEMS (4)	4 Products	\$127,000.00
INSTALLATION		TBD
STARTUP		TBD
TRAINING		TBD

PROJECT TOTAL 127,000.00

### PAYMENTS

30.00% down payment w/contract  
70.00% due prior to delivery

*The prices quoted are applicable only to this proposal. It is clearly understood by all parties concerned that items furnished in this proposal are supplied only under the terms of this proposal. Acceptance of this proposal constitutes consent to all terms and conditions stated above. This proposal becomes a contract between Purchaser and Prospero Equipment (Vendor). You have up to thirty one (31) days to review, sign and return this agreement to Matt Di Donato at info@prosperocorp.biz.*

### VENDOR

COMPANY NAME Prospero Equipment Corp.  
SELLER Matt Di Donato  
ADDRESS 123 Castleton Street  
Pleasantville, NY 10570  
PHONE (914) 769-6252  
E MAIL info@prosperocorp.biz  
SIGNATURE

### PURCHASER

COMPANY NAME Latitude Beverage Company  
PRINT NAME Steve T.  
POSITION  
PHONE (562) 447-4069  
DATE Aug 14, 2024  
VALIDITY Sep 14 2024  
SIGNATURE

### BILLING ADDRESS

ADDRESS 20 Guest St #105  
CITY Boston  
ZIP CODE 02135  
STATE/PROVINCE MA  
COUNTRY United States  
PHONE (562) 447-4069  
EMAIL steve@kindredspiritscsg.com

### SHIPPING ADDRESS

ADDRESS 20 Guest St #105  
CITY Boston  
ZIP CODE 02135  
STATE/PROVINCE MA  
COUNTRY United States  
PHONE (562) 447-4069  
EMAIL steve@kindredspiritscsg.com

Please check your address carefully and inform us of any issues.

SELLER INITIALS: \_\_\_\_\_

BUYER INITIALS: \_\_\_\_\_

| LATITUDE BEVERAGE COMPANY | AUG 14, 2024

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PARCEL ID	OWNER NAME(S)	OWNER ADDRESS	CITY, STATE, ZIP	LOCATION
502-08-016-00	PROVIDENCE & WORCESTER RAILROAD COMPANY	200 MERRIDAN CENTRE BLVD SUITE 300	ROCHESTER, NY 14618	022 P & W RAILROAD RIGHT O
502-04-014-00	MANCUSO, VIRGINIA G A	48 BELLEVUE BLVD	RUMFORD, RI 02916	48 BELLEVUE BLVD
502-05-031-00	IGUS BEARINGS	257 FERRIS AVE	RUMFORD, RI 02916	257 FERRIS AVE
502-02-023-00	BEVERAGE HILL REALTY LLC	55 TAYLOR DR	RUMFORD, RI 02916	55-65 TAYLOR DR
502-05-003-00	IGUS BEARINGS INC	275 FERRIS AVE	RUMFORD, RI 02916	275 FERRIS AVE
502-06-000-00	FALLOU, SHAWN MICHAEL & DANA	261 DON AVE	RUMFORD, RI 02916	261 DON AVE
502-06-013-00	FERRIS REALTY LLC	PO BOX 871	NORWOOD, MA 02062	270-280 FERRIS AVE
502-06-005-00	MAROTO, STEPHEN F & SARA B	265 DON AVE	RUMFORD, RI 02916	265 DON AVE
502-06-004-00	THOMSON, JOHN E & BARBARA J	269 DON AVE	RUMFORD, RI 02916	269 DON AVE
502-06-003-00	MCKENNA, PATRICK J & PATRICIA	111 WEEDEN AVE	RUMFORD, RI 02916	111 WEEDEN AVE
502-06-014-00	REGO, PAUL G & THERESA	300 FERRIS AVE	RUMFORD, RI 02916	300 FERRIS AVE
502-06-002-00	SANTOS, KEVIN ALMEIDA & STICKNEY, RONNA M	117 WEEDEN AVE	RUMFORD, RI 02916	117 WEEDEN AVE
502-06-015-00	PAMLIK, MATTHEW J	310 FERRIS AVE	RUMFORD, RI 02916	310 FERRIS AVE
402-12-007-00	UGARTE, MELISSA A	116 WEEDEN AVE	RUMFORD, RI 02916	116 WEEDEN AVE
502-06-001-00	MEDEROS, DAVID M & MARIA E	121 WEEDEN AVE	RUMFORD, RI 02916	121 WEEDEN AVE
402-12-008-00	KELLEY, ZOE E & CHRISTOPHER	120 WEEDEN AVE	RUMFORD, RI 02916	120 WEEDEN AVE
502-05-032-00	INTERPLEX ACQUISITION INC	231 FERRIS AVE	RUMFORD, RI 02916	231 FERRIS AVE
502-05-001-00	PATTON ROAD ASSOCIATES LLC	22 PATTON RD	RUMFORD, RI 02916	22 PATTON RD
502-05-002-00	NARRAGANSETT ELECTRIC CO & C/O PROPERTY TAX DEPT	TWO NORTH NINTH ST	ALLENTON, PA 18101	0 PATTON RD
502-05-013-00	DIXON, SARAH A	7 BELLEVUE BLVD	RUMFORD, RI 02916	7 BELLEVUE BLVD
502-05-012-00	TERNEY, HOLTY J	11 BELLEVUE BLVD	RUMFORD, RI 02916	11 BELLEVUE BLVD
502-05-011-00	BLOW, SANDRA I	15 BELLEVUE BLVD	RUMFORD, RI 02916	15 BELLEVUE BLVD
502-05-010-00	DUBOIS, PAUL E	21 BELLEVUE BLVD	RUMFORD, RI 02916	21 BELLEVUE BLVD
502-05-009-00	MANCINI, THOMAS	25 BELLEVUE BLVD	RUMFORD, RI 02916	25 BELLEVUE BLVD
502-05-008-00	PACHECO, JACON A & KEVIN-TINS PACHECO JO IRREVOCABLE TRUST	29 BELLEVUE BLVD	RUMFORD, RI 02916	29 BELLEVUE BLVD
502-08-057-00	JESSOP, VICTORIA & CROWLEY, BRIAN	102 TRYON AVE	RUMFORD, RI 02916	102 TRYON AVE
502-05-019-00	HAARTEL, JONATHAN	15 RIDGEMOOD DR	RUMFORD, RI 02916	15 RIDGEMOOD DR
502-05-016-00	TRAYERS, MARK J & RONALD J & JULIETA E & DEREK R	24 RIDGEMOOD DR	RUMFORD, RI 02916	24 RIDGEMOOD DR
502-08-058-40	PWP LLC	PO BOX 1164	CAPE CANAVERE IAL, FL 32920	16-18 BARENTWOOD DR
502-08-058-20	VILLA, HECTOR A	250 FERRIS AVE	RUMFORD, RI 02916	250 FERRIS AVE
502-05-030-00	PROVIDENCE & WORCESTER RAILROAD COMPANY	200 MERRIDAN CENTRE BLVD SUITE 300	ROCHESTER, NY 14618	263 FERRIS AVE

**ABUTTERS LIST**  
**275 FERRIS AVENUE**  
**(502-05-003-00)**

PARCEL ID	OWNER NAME(S)	OWNER ADDRESS	CITY, STATE, ZIP	LOCATION
402-12-009-00	KENT, GARY & NATALIE	126 WEEDEN AVE	RUMFORD, RI 02916	126 WEEDEN AVE
402-12-010-00	BOTELHO, CASEY FERREIRA JOSUE FILIPE GONCALVES BOTELHO	332 FERRIS AVE	RUMFORD, RI 02916	332 FERRIS AVE
502-05-029-00	PATRICIO, DENNIS J	321 FERRIS AVE	RUMFORD, RI 02916	321 FERRIS AVE
502-05-028-00	REYNOLDS, PATRICIA P LIFE ESTA	329 FERRIS AVE	RUMFORD, RI 02916	329 FERRIS AVE
502-05-027-00	HEATH-HERTON, THOMAS & ERIN	333 FERRIS AVE	RUMFORD, RI 02916	333 FERRIS AVE
502-05-017-00	DUPUIS, WILLIAM J & MADELEINE DUPUIS FAMILY NOMINEE TRUST	13 WESTDALE AVE	SELEKONK, MA 02771	25 RIDGEWOOD DR
502-05-026-00	LIZOTTE, MICHAEL J/IR RONALD J/LIZOTTE TRUST	80 NIMITZ RD	RUMFORD, RI 02916	337 FERRIS AVE
502-05-018-00	EBERT, ERIN LYN	19 RIDGEWOOD DR	RUMFORD, RI 02916	19 RIDGEWOOD DR
502-05-015-00	ATERS, MARYANN	20 RIDGEWOOD DR	RUMFORD, RI 02916	20 RIDGEWOOD DR
502-08-058-30	PWP LLC	PO BOX 1168	CAPE CANAVERAL, FL 32920	12-14 BRENTWOOD DR
502-08-058-10	AMAVAL, TELMA & JOSE CARLOS	260 FERRIS AVE	RUMFORD, RI 02916	260 FERRIS AVE
502-06-011-00	FERREIRA, MARIA LIFE ESTATE FERREIRA, EDUARDO M	9 BRENTWOOD DR	RUMFORD, RI 02916	9 BRENTWOOD DR
502-04-011-00	SEQUEIRA, MARIA LIFE ESTATE SEQUEIRA, JOHN R	36 BELLEVUE BLVD	RUMFORD, RI 02916	36 BELLEVUE BLVD
502-04-012-00	HANNON, DONNA J	40 BELLEVUE BLVD	RUMFORD, RI 02916	40 BELLEVUE BLVD
502-04-013-00	BICOS, MAUREN & EDWARD J	44 BELLEVUE BLVD	RUMFORD, RI 02916	44 BELLEVUE BLVD
502-04-016-00	QUIRINO, ALEXANDRE A & MARIAL	56 BELLEVUE BLVD	RUMFORD, RI 02916	56 BELLEVUE BLVD
502-04-015-00	TUCKER, DAVID W JR & SANDRA M	52 BELLEVUE BLVD	RUMFORD, RI 02916	52 BELLEVUE BLVD
502-04-017-00	SIMMONS, KIMBERLY L	10 PATTON RD	RUMFORD, RI 02916	10 PATTON RD
502-04-001-00	XOAO, CLAUDINE D	85 NIMITZ RD	RUMFORD, RI 02916	85 NIMITZ RD
502-04-003-00	BOUVIER, EDWARD V & EMILY J	75 NIMITZ RD	RUMFORD, RI 02916	75 NIMITZ RD
502-04-002-00	POBRROS, MARISA D	79 NIMITZ RD	RUMFORD, RI 02916	79 NIMITZ RD
502-08-056-00	DALESIO, JANET	98 TRYON AVE	RUMFORD, RI 02916	98 TRYON AVE
502-08-058-00	RAPOSO, PAULO J & ANA I	8 BRENTWOOD DR	RUMFORD, RI 02916	8 BRENTWOOD DR
502-06-007-00	VERA, LUCILA-TR LUCILA VERA LIVING TRUST	257 DON AVE	RUMFORD, RI 02916	257 DON AVE
502-06-012-00	QNL INC	272 FERRIS AVE	RUMFORD, RI 02916	272 FERRIS AVE
502-05-014-00	NUNEZ, CORY R	1 BELLEVUE BLVD	RUMFORD, RI 02916	1 BELLEVUE BLVD
502-05-007-00	TUMIDAIISKI, PAUL	33 BELLEVUE BLVD	RUMFORD, RI 02916	33 BELLEVUE BLVD
502-05-006-00	PACHECO, MARK & CRYSTAL L	35 BELLEVUE BLVD	RUMFORD, RI 02916	35 BELLEVUE BLVD
502-03-002-00	BATTERSBY, ARNOLD J. & MARGARET	18 BELLEVUE BLVD	RUMFORD, RI 02916	18 BELLEVUE BLVD
502-05-005-00	GONCALVES, DARREN S	39 BELLEVUE BLVD	RUMFORD, RI 02916	39 BELLEVUE BLVD

PARCEL ID  
502-05-004-00  
502-03-003-00  
502-03-004-00  
502-03-005-00  
502-03-006-00  
502-02-022-00  
502-02-021-00  
501-01-017-00

OWNER NAME(S)  
ROSE, CAROLYN J  
ERZINGER, AARON P  
ONEILL, JOHN & YOLANDA  
DOLORES H BASILE LIFE ESTATE BASILE, DOLORES M & STEVEN R-T  
WOOD, DARLENE R-TR & MARILY H ROSSI IRENEVOCABLE TRU  
MCCOART, ROBERT J & DAMICO, MARIA D  
DICKINSON, JENNY  
BIREZ ASSOCIATES LLC

ABUTTERS LIST  
275 FERREIS AVENUE  
(502-05-003-00)

OWNER ADDRESS  
43 BELLEVUE BLVD  
22 BELLEVUE BLVD  
24 BELLEVUE BLVD  
28 BELLEVUE BLVD  
32 BELLEVUE BLVD  
88 NIMITZ RD  
84 NIMITZ RD  
40 PATTON RD

CITY, STATE, ZIP  
RHUMFORD, RI 02916  
RHUMFORD, RI 02916  
RHUMFORD, RI 02916  
RHUMFORD, RI 02916  
RHUMFORD, RI 02916  
RHUMFORD, RI 02916  
RHUMFORD, RI 02916  
RHUMFORD, RI 02916

LOCATION  
43 BELLEVUE BLVD  
22 BELLEVUE BLVD  
24 BELLEVUE BLVD  
28 BELLEVUE BLVD  
32 BELLEVUE BLVD  
88 NIMITZ RD  
84 NIMITZ RD  
40 PATTON RD



**RADIUS MAP**  
**275 FERRIS AVENUE**  
502-5-3

 275 FERRIS AVENUE  
 PARCELS WITHIN 200'

