



TOWN COUNCIL MEETING
Jamestown Town Hall
Rosamond A. Tefft Council Chambers
93 Narragansett Avenue
Tuesday, September 7, 2021
5:00 P.M.

THIS MEETING WILL BE CONDUCTED IN PERSON ONLY.

THIS MEETING WILL BE LIVE STREAMED: To view the meeting with no interaction:
<https://158.123.195.41/OTRMedia/Town2020/Others2020/StreamPrimJtown.htm>

The public is welcome to participate in this Town Council meeting. Open Forum offers citizens the opportunity to clarify an item on the agenda, address items not on the agenda, or comment on a communication or Consent Agenda item. Citizens are welcome to speak to the subject of a Public Hearing, and are allowed to speak at the discretion of the Council President or a majority of Councilors present, or at other times during the meeting, in particular during New or Unfinished Business.

Anyone wishing to speak should use the microphone at the front of the room, stating their name and address for the record; comments must be addressed to the Council, not the audience. It is the Town Council's hope that citizens and Councilors alike will be respectful of each other's right to speak, tolerant of different points of view, and mindful of everyone's time.

Attachments for items on this meeting agenda are available to the public on the Town website at: <http://www.jamestownri.gov/town-government/town-council/town-council-meetings-minutes/2021-meetings-minutes/2021-meetings/-fsiteid-1>

I. ROLL CALL

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

III. EXECUTIVE SESSION

The Town Council may seek to enter into Executive Session for review, discussion and/or potential action and/or vote on the following:

- A) Review, Discussion and/or Action and/or Vote in Executive Session pursuant to RIGL 42-46-5(a) Subsection (3) regarding the matter of cyber security
- B) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential Litigation (Review of Judges Ruling), Paul and Janice Balzer v. Jamestown C.A. No. 1:19-cv-00109-WES-PAS
- C) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential

Litigation (Tax Assessment Appeal), Ahrens et al. v. Jamestown, NC File No. 2020-0117

- D) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential Litigation (Tax Assessment Appeal), Blue Rock, LLC v. Jamestown, NC File No. 2020-0114
- E) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential Litigation (Tax Assessment Appeal), Farrell et al. v. Jamestown, NC File No 2020-0115
- F) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential Litigation (Tax Assessment Appeal), Lee v. Jamestown, NC File No. 2020-0116
- G) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential Litigation (Tax Assessment Appeal), Westwood Trust v. Jamestown, NC File No. 2020-0132
- H) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential Litigation (Tax Assessment Appeal), Westwood Road, LLC et al. v Town of Jamestown. Case No. NC 2021-0121
- I) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential Litigation (Tax Assessment Appeal), Westwood Road, LLC et al v Town of Jamestown. Case No. NC 2021-0122
- J) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential Litigation (Tax Assessment Appeal), John H.N. Potter et al. v Town of Jamestown. Case No. NC 2021-0120
- K) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential Litigation (Adverse Possession/Quiet Title), Smith et al., Archetto, et al. v. Jamestown, NC File No. 2020-001
- L) Review, Discussion and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (2) Pending or Potential Litigation (Adverse Possession/Easement/Quiet Title), Cary v. Jamestown, NC File No. 2020-0375

The Town Council's Open Meeting will begin at 6:30 pm

IV. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, PRESENTATIONS, RESOLUTIONS AND PROCLAMATIONS

- A) Acknowledgements:
 - 1) Formal Swearing in of new Town Clerk Roberta J. Fagan

- B) Review, Discussion and/or Action and/or Vote regarding the request of Representative Deborah Ruggiero to recommend the Town of Jamestown for the Purple Heart Town Proclamation
 - 1) Presentation by Representative Deborah Ruggiero
 - 2) Proclamation 2021 Purple Heart Town

V. PUBLIC HEARINGS, LICENSES AND PERMITS

The Town Council will review each license application and vote on it individually. All approvals for licenses and permits are subject to the resolution of debts, taxes and appropriate signatures as well as, when applicable, proof of insurance. Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or Take Action and/or Vote on the following items:

- A) Town Council Sitting as the Alcoholic Beverage Licensing Board
Notice is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3, Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended that the following application has been received for a **New Class BV-L – Victualer Liquor License:**

CLASS BV-L – VICTUALER

Our Table LLC
dba: Our Table
53 Narragansett Avenue
Jamestown, RI 02835

- 1) Request for Town Council Review, Discussion, and/or Action and/or Vote of approval to proceed to advertise for Public Hearing on a date to be October 4, 2021 by the Town Council, with advertisement in the *Jamestown Press* editions of September 16th and September 23th

- B) Town Council Sitting as the Alcoholic Beverage Licensing Board
 - 1) **REQUEST** that the applications listed below will be in order for hearing at a meeting of said Licensing Board on Monday, November 1, 2021 at 6:30 p.m. and advertised in the *Jamestown Press*. **NOTICE:** Is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3, Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended, that the following **RENEWAL** applications have been received by the Town Council for licenses under said Act, for the year December 1, 2021 to November 30, 2022; review, discussion and/or potential action and/or vote:

CLASS A (PACKAGE STORE) – RETAIL

Tunstall, Inc.
dba: Grapes & Gourmet
9 Ferry Wharf

Varsha, Inc.
dba: Jamestown Wine & Spirits
30 Southwest Avenue

CLASS B – TAVERN

JB's On the Water, LLC
dba: JB's On the Water
150 Conanicus Avenue

CLASS B – VICTUALER

Johnny Angels Clam Shack LLC
Dba: Angel's Kitchen
23B Narragansett Avenue

Islandish, Ltd.
dba: Chopmist Charlies
40 Narragansett Avenue

Jamestown Locals LLC
dba: Narragansett Café
25 Narragansett Avenue

New England Golf Course Management, Inc.
dba: Jamestown Golf and Country Club
aka: The Caddy Shack
245 Conanicus Avenue

Slice of Heaven, Inc.
dba: Slice of Heaven
32 Narragansett Avenue

ESJ, Inc.
dba: Simpatico Jamestown
13 Narragansett Avenue

KALI, LLC
dba: J Twenty-Two Tap & Table
22 Narragansett Avenue

Tallulah's Taqueria, LLC
Dba Tallulah's Tacos
35 Narragansett Avenue, Unit D

CLASS B – VICTUALER - LIMITED

Village Hearth Bakery, Inc.
dba: Village Hearth Bakery
2 Watson Avenue
Jamestown, RI 02835

CLASS D – FULL (CLUB)

Conanicut Yacht Club
dba: Conanicut Yacht Club
40 Bay View Drive

The Town Council Adjourns from sitting as the Alcoholic Beverage Licensing Board

- C) Victualing License Application (New): All victualing license application approvals are subject to compliance with all state and local requirements and any and all COVID-19 protocols in affect; Review, Discussion and/or Action and/or Vote on the following:
- 1) Applicant: Our Table LLC dba Our Table
Address: 53 Narragansett Avenue, Jamestown, RI 02835
- D) Event/Entertainment License: All Event/Entertainment license application approvals are subject to any and all COVID-19 protocols in affect at the time of the event; Review, Discussion and/or Action and/or Vote on the following:
- 1) Applicant: Tallulah’s Taqueria LLC dba Tallulah’s Taqueria
Address: 35 Narragansett Avenue
- E) Licenses and Permits
- 1) **REQUEST** to advertise for extended hours [in accordance with RIGL §5-24-1 (a) and (b)] in the *Jamestown Press* for a public hearing on November 1, 2021: **NOTICE:** Is hereby given that there will be a public hearing by and before the Town Council of the Town of Jamestown on Monday, November 1, 2021 at 6:30 p.m. in the Jamestown Town Hall Rosamond A. Tefft Council Chambers, 93 Narragansett Avenue, Jamestown, RI pursuant to §5-24-1 of the General Laws of Rhode Island 1956 and as amended upon the following: **RENEWAL** application; review, discussion and/or potential action and/or vote:

Cumberland Farms, Inc.
dba: Cumberland Farms Store #1108
41 North Main Road
Plat 8 Lot 626

Application of **Cumberland Farms, Inc. dba: Cumberland Farms Store #1108**, for renewal of additional operational hours to open at 5:00 a.m. for said establishment, holder of a Victualing License issued by the Town of Jamestown. If granted, this will allow the establishment to continue to be open from 5:00 a.m. to 2:00 a.m. daily (RIGL §5-24-1

allows this establishment to be open from 6:00 a.m. until 2:00 a.m. without additional operating hours).

VI. COUNCIL, ADMINISTRATOR, SOLICITOR, COMMISSION/COMMITTEE COMMENTS & REPORTS

Please Note the Following Items are Status Reports and Matters of Interest to the Council and are for Informational Purposes unless Indicated Otherwise and will be Acted upon in Accordance with Section 42-46-6 (b)

- A) Town Administrator's Report: Jamie A. Hainsworth
 - 1) Broad Band Services to the Island
 - 2) Short Term Rental Ordinance
 - 3) Letter to Jamestown Housing Authority
 - 4) Hurricane Henri Emergency Order
 - 5) Covid 19 update: Covid Testing

- B) Police Chief Ed Mello
 - 1) September 11, 2011 – 20th Anniversary Memorial Ceremony

VII. UNFINISHED BUSINESS

Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or Take Action and/or Vote on the following items:

- A) Review, Discussion and/or Action and/or Vote to consider a publicly operated Broad Band Utility to all residents
 - 1) Review New Shoreham study (distributed at August 16th Town Council Meeting)

- B) Review, Discussion and/or Action and/or Vote to consider Short Term Rental Ordinance
 - 1) Review by Council with Staff on Planning Commissions Short Term Rental Ordinance proposal

VIII. NEW BUSINESS

Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or Take Action and/or Vote on the following items:

- A) Review, Discussion and/or Action and/or Vote to commence a needs assessment and evaluation for a new Senior Center

- B) Review, Discussion and/or Action and/or Vote regarding the July 6, 2021 letter of concern from the Jamestown Fire Department Board of Fire Wardens on the lack of affordable housing as it relates to the availability of volunteer first responders
 - 1) Letter of Jamestown Fire Department Board of Fire Wardens

- C) Review, Discussion and/or Action and/or Vote regarding the July 19, 2021 Presentation by Sharon Gold on idling vehicles and request to post signs in Town, and approval of Resolution No. 2021-07 Anti-Idling Resolution for the Town of Jamestown, Rhode Island

- 1) Resolution 2021-08 Anti- Vehicle Idling
- D) Review, Discussion and/or Action and/or Vote regarding application for use of the Recreation Center ten consecutive Wednesdays, starting September 1, 2021 thru November 3, 2021, 5:30pm – 7:30pm by the Jamestown Guitar Circle.
 - 1) Application and letter from the Jamestown Guitar Circle (non-profit) requesting waiver of rental fee

IX. ORDINANCES, APPOINTMENTS, VACANCIES AND EXPIRING TERMS

Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or Take Action and/or Vote on the following items:

- A) Appointments, Vacancies and Expiring Terms; Review, Discussion, and/or Action and/or Vote:
 - 1) Jamestown Affordable Housing Committee (One [1] Member vacancy with a three-year term ending date of May 31, 2023)
 - a) Quaker Case
 - 2) Jamestown Fire Department Compensation Committee (Two [2] Citizen-at-Large Representatives with an unexpired term ending date of May 31, 2023 and an unexpired term ending May 31, 2024)
 - a) No applicants
 - 3) Jamestown Housing Authority (Two [2] Commissioner vacancies with an unexpired five-year term ending date of December 31, 2024 and an unexpired five-year term ending date of December 31, 2025)
 - a) No applicants
 - 4) Jamestown Juvenile Hearing Board (One [1] Alternate vacancy with a two-year term ending date of December 31, 2021)
 - a) Nancy Ventrone
 - 5) Jamestown Zoning Board of Review
 - a) John Shekarchi to replace Ed Gromada
 - b) Alternate – No applicants

X. CONSENT AGENDA

An item on the Consent Agenda need not be removed for simple clarification or correction of typographical errors. Approval of the Consent Agenda shall be equivalent to approval of each item as if it had been acted upon separately for review, discussion and/or potential action and/or vote. A Consent Agenda item or items may be removed by the Town Council for review, discussion and/or potential action and or vote.

- A) Adoption of Town Council Minutes
 - 1) August 16, 2021, 2021 (Regular/Water and Sewer Meeting)
 - 2) August 21, 2021 (Emergency Meeting)
 - a) Declaration of Local Disaster Emergency Resolution
- B) Minutes of Boards/Commissions/Committees
 - 1) Jamestown Housing Authority Board of Commissioners (June 30, 2021)
 - 2) Zoning Board of Review (July 27, 2021)
- C) Tax Assessor’s Abatements and Addenda of Taxes

MOTOR VEHICLE ABATEMENTS TO 2020 TAX ROLL

REED ADAM I	NO BILL UNDER 5 DOLLARS	01-0001-96M	\$3.79
KALE STEMS LLC	CAR TOTALLED 7/29/2019	11-0041-64M	\$ 82.90
NORTH MEADOW FARM	EXEMPT FARM PLATE	01-0004-36M	\$22.68
WINDMIST FARM	EXEMPT FARM PLATE	01-0004-27M	\$363.11
ANDERSON STEPHEN M	EXEMPT FARM PLATE	01-0357-18M	\$73.01
HODGKISS FARM	EXEMPT FARM PLATE	08-0563-00M-2	\$132.75
WINDMIST FARM LLC	EXEMPT FARM PLATE	14-0046-00M-7	\$40.04
WINDMIST FARM LLC	EXEMPT FARM PLATE	14-0046-00M-8	\$60.84
BALL JEFFREY A	REG. IN PA 10/23/2020	02-0096-04M-2	\$73.99
BALL JILL H	REG. IN PA 10/27/2020	02-0096-04M	\$6.67

TOTAL ABATEMENTS	\$859.78
-------------------------	-----------------

- D) Narragansett Electric dba National Grid for the purchase of existing street lights in the amount of \$20,041.54 – after review and consultation of Solicitor authorize the Town Administrator to sign Agreement of Sale
 - 1) Agreement
 - 2) Agreement of Sale

- E) September 11, 2001 - 20th Anniversary Memorial
 - 1) Application for September 11, 2001 - 20th Anniversary Memorial Ceremony

XI. COMMUNICATIONS, PETITIONS, AND PROCLAMATIONS AND RESOLUTIONS FROM OTHER RHODE ISLAND CITIES AND TOWNS

The Council may acknowledge any of the listed Communications and Proclamations and Resolutions. Should any member wish to have a conversation on any of the matters, the item will be placed on a future agenda for review, discussion and/or potential action and/or vote.

- A) Communications Received:
 - 1) Copy of Letter to: Town Council
From: Robert Sutton
Dated: August 12, 2021
Re: Bike path naming

 - 2) Copy of Letter to: Wayne Banks, Jamestown Harbor Commission
From: Charlotte Zarlengo
Dated: August 16, 2021
Re: Regarding a copy of most recent Harbor Management plan submitted to CRMC plan, Heads Beach mooring site coordinates, approval of locations of moorings inside and outside of mooring field

 - 3) Copy of Letter to: Town Council
From: Frank Meyer
Dated: August 21, 2021
Re: Broadband for Jamestown

- 4) Copy of Letter to: Town Council
From: Clean Water Access
Dated: August 25, 2021
Re: Thank you for approving the Ben Tuff Swim

- 5) Copy of Letter to: Town Council
From: William A. Kelly
Dated: August 31, 2021
Re: Cell Phone Tower request

XII. OPEN FORUM

Comments are not limited to items on this agenda. However, items not on this agenda will only be heard and not acted upon by the Town Council. Note: Section 42-46-6 of the Open Meetings Act, and Department of the Attorney General Advisory Opinions relevant to this item on any public body meeting agenda specifically prohibits the Town Council from discussing, considering or acting on any topic, statement or question presented. The Town Council may, if warranted, refer such matters to an appropriate committee, to another body or official, or post the matter for consideration at a properly-noticed, future meeting.

- A) Scheduled request to address – Frank Meyer
- B) Scheduled request to address – William A. Kelly
- C) Non-scheduled request to address

XIII. ADJOURNMENT

Pursuant to RIGL § 42-46-6(c) Notice of this meeting shall be posted on the Secretary of State's website and at the Town Hall and the Jamestown Philomenian Library. Notice is also posted at the Jamestown Police Station and on the Internet at www.jamestownri.gov.

ALL NOTE: If communications assistance is needed or other accommodations to ensure equal participation, please call 1-800-745-5555, or contact the Town Clerk at 401-423-9800, via facsimile to 401-423-7230, or email to kmontoya@jamestownri.net not less than three (3) business days prior to the meeting.

Posted on the RI Secretary of State website on September 2, 2021

PROCLAMATION

A PURPLE HEART TOWN

SEPTEMBER , 2021

WHEREAS, the Town of Jamestown, Rhode Island has always supported its military veteran population; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America, and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly – make sure that we never forget; and

WHEREAS, the state of Rhode Island has a large, highly decorated veteran population including many Purple Heart recipients; and

WHEREAS, _____ appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support that they have earned.

NOW, THEREFORE, I _____ of the Town of _____, Newport County, Rhode Island, do hereby proclaim the Town of _____ as

A PURPLE HEART TOWN

And encourage the citizens of the Town of _____ to show their appreciation for the sacrifices the Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

In witness whereof, I have hereunto placed my
Hand and caused the seal of the Town of Jamestown



Town of Jamestown

Town Administrator
93 Narragansett Avenue
Jamestown, Rhode Island 02835-1199
401-423-9805
Email: jhainsworth@jamestownri.net

Jamie A. Hainsworth
Town Administrator

MEMORANDUM TO: Honorable Town Council
FROM: Town Administrator, Jamie A. Hainsworth
DATE: August 25, 2021 DRAFT
SUBJECT: Report for Town Council Meeting September 7, 2021

Broad Band Services to the Island, Unfinished Business Agenda:

During the August 16th Council meeting the Council discussed the concept of broad band in an effort to explore improving technology and communications on the Island. Councilor Brine and Mike Glier have continued looking into this. We recently met with representatives from Cox Communications to hear from them on any plans they or the industry has to enhance broad band. We learned:
You also have in your correspondence file a communication sent by a resident Mr. Frank Myers with his views.

Short Term Rental Ordinance, Unfinished Business Agenda: The Planner and Staff have continued to discuss the Planning Commissions proposed ordinance on short term rentals. Additionally, the Staff has worked on the practical issues. Staff is recommending the Council address the impacts you believe are caused by short-term rentals? Do you want to permit this use and agree with the Planning Commission? They propose this issue as an approved use and recommend regulating this practice. Do you agree? Another important point is once you permit this type of use, it would be significantly difficult to not permit it as a use in the future.

Letter to Jamestown Housing Authority: On August 17, 2021 as the Council authorized, I sent the letter to the Commissioners at the Jamestown Housing Authority requesting their written responses by September 15th to the USHUD letter.

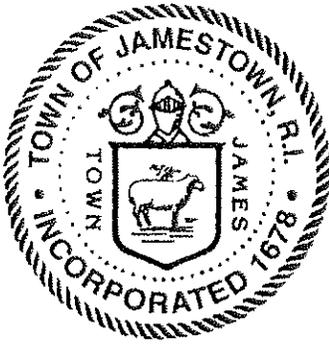
Emergency Order issued as a result of Hurricane Henri issued by Town Council on August 21, 2021: We were very Fortunate, upon its arrival (Sunday 8/22/21) to the Island, it had been downgraded to a tropical storm, losing energy, along with an indirect landing and at low tide. The storm did however cause significant damage to trees and utility wires. The entire Island was without power during most of the day as well as a loss of service from Verizon Wireless and to the use of Cox Communications land lines. By 8:30 p.m. the power was restored to

approximately two thirds of the customers leaving about 850 customers without power. All power was restored the following day by 7:00 p.m. Verizon wireless and Cox phones were restored when during the same period of time. No reports of Town owned property damage have been reported. There were several boats that sustained damage, mainly in the East Ferry mooring area.

Pursuant to the Councils Emergency Declaration at your August 21st emergency meeting, I issued one Executive Order effecting the closure of fort Getty Park, Campground and Mackrel Cove Beach including the evacuation of the campground. The order was rescinded on 8/23/21 and all areas reopened.

Once again, I commend the Police, Fire, Harbor, Parks & Recreation and DPW Directors along with their very dedicated Staff that did an incredibly outstanding job in preparing and responding to all types of situations and emergencies. DPW crews continue to cleanup debris from the storm on our roads and right of ways.

Covid 19 update: Covid testing from August 5th to August 18th there was 8 new positive cases in Jamestown. This is a slight decrease from the previous reporting period. Area State testing site is available by appointment only at Wickford Train Station garage, daily Monday to Friday 9:00 a.m. to 5:00 p.m. and Saturday and Sunday 9:00 a.m. to 1:00 p.m. closed on holidays. Other testing sites such as CVS Pharmacies by appointment are also available.



TOWN OF JAMESTOWN
93 NARRAGANSETT AVENUE
P.O. Box 377
JAMESTOWN, RHODE ISLAND 02835

August 17, 2021

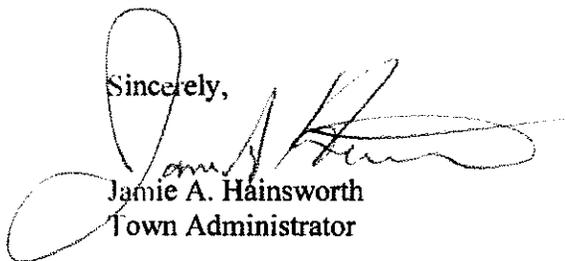
Jamestown Housing Authority
C/O Ms. Valerie Malloy, Authority Chair
Board of Commissioners Members
70 Columbia Avenue
Jamestown, RI 02835
Valeriemolloy54@gmail.com

Dear Ms. Malloy and Commissioners:

The Jamestown Housing Authority Commissioners and the Town are in receipt of communications from the U.S. Department of Housing and Urban Development (USHUD), Office of Public Housing dated July 26, 2021. There is also a letter from a site visit by USHUD dated October 3, 2019. The communications site numerous complaints, shortfalls and deficiencies from 2019 to the present.

The Town Council has directed me to request a written response on what if any action has been taken or is being taken to answer and/or correct all the issues stated in the communication. Please send your written response to my office by September 15, 2021.

Sincerely,



Jamie A. Hainsworth
Town Administrator

Attached: Letters (2) from USHUD

**PUBLIC HEARING NOTICE
TOWN OF JAMESTOWN**

Notice is hereby given that the Town Council of the Town of Jamestown will conduct a public hearing on the ___ day of _____, 2021 at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances regarding **Chapter 14 – Buildings and Buildings Regulation**. Opportunity shall be given to all persons interested to be heard upon the matter at the public hearing. The following proposed ordinance amendment is under consideration and may be adopted and/or altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any alteration or amendment must be presented for comment in the course of the public hearing. The proposed amendment is available for review at the Town Clerk’s Office between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Holidays and at www.Jamestownri.gov.

Section 1. The Town Council of the Town of Jamestown does hereby resolve that the Jamestown Code Of Ordinances, **Chapter 14 – Buildings and Buildings Regulation**, as the same may have been heretofore amended, is hereby amended by changing the text of the Chapter, as follows:

NOTE: words set as ~~striketrough~~ are to be deleted from the ordinance; words underlined are to be added to the ordinance.

See Exhibit A, attached hereto and incorporated herein by reference. NOTE: amendments to the terms and conditions set forth at Exhibit A may be made based on comments received during the public hearing.

Section 2. The Town Clerk is hereby authorized to cause said changes to be made to Chapter 70 of the Town of Jamestown’s Code of Ordinances.

Section 3. This Ordinance shall take effect upon its passage.

Ad Date(s): _____
Publication Source: Jamestown Press
Hearing Date: _____
Action: _____
Certified: _____

1 Exhibit A

2
3 Chapter 14 – BUILDINGS AND BUILDING REGULATIONS

4
5 ARTICLE V. – SHORT TERM RENTALS

6
7 Sec. 14-80. - Findings.

- 8
9 a) The Constitution of the State of Rhode Island, Article XIII, Section 2, in relevant part,
10 grants to the Town of Jamestown the authority to enact and amend local laws relating to
11 its property, affairs, and government as long as such local laws are consistent with the
12 Constitution and laws enacted by the General Assembly. This delegation of power includes
13 the police power to enact reasonable legislation to regulate and supervise rental dwellings
14 to protect the public health, safety and welfare.
- 15
16 b) Residential rentals in Jamestown, including short-term rentals in residential
17 neighborhoods, have been the source of noise, congestion, neighborhood disruption, and
18 disorderly behavior involving tenants and other persons on and near the premises, as well
19 as violations of Town ordinances, including the Zoning and Noise Ordinances and
20 violations of various Rhode Island statutes.
- 21
22 c) Short-term rentals have disturbed the peace of the neighborhoods in which they have
23 occurred; they have disturbed the repose, comfort and quiet enjoyment of persons in their
24 homes; and they have disrupted the neighborhood continuity and small-town social fabric;
25 and are inconsistent with the public health and safety and general welfare of the people.
- 26
27 d) The Town of Jamestown has limited potable water supplies, and over occupancy of
28 dwelling units, even on a short-term or transient basis can have detrimental impacts to the
29 Town's resources.
- 30
31 e) The Town of Jamestown finds that, by application of the regulatory framework contained
32 herein, the short-term rental of dwelling units can have a positive effect on the health, safety
33 and welfare of the community by providing a flexible housing stock that allows travelers
34 safe accommodations while contributing to the local economy and providing homeowners
35 an opportunity to hold property in difficult economic circumstances or as an investment.

36
37 Sec. 14-81. Applicability.

- 38
39 a) The provisions of this chapter shall apply to all Short-term Rental dwelling units, as
40 defined subsequently, herein, within the Town of Jamestown.

41
42 Sec. 14-82. Definitions. For the purpose of this chapter, the following definitions shall apply:

- 43
44 a) Bedroom: Any room in a residential structure which is greater than 70 square feet in area,
45 which is susceptible to present or future use as a private sleeping area, which has at least

1 one window and one interior method of entry and egress but excluding closets and
2 bathrooms.

- 3
4 b) Dwelling Unit: A structure or portion thereof providing complete, independent living
5 facilities for one or more persons, including permanent provisions for living, sleeping,
6 eating, cooking, and sanitation, and containing a separate means of ingress and egress.
7
8 c) Local Representative: A person designated on a registration form filed under this chapter
9 as the person authorized to receive any process, notice or demand required or permitted to
10 be served upon the owner of the premises and required to respond to questions/complaints
11 from tenants, neighbors, and Town staff on a 24/7 basis. A local representative may, but
12 need not, also serve as property manager.
13
14 d) Registrar: The Town Clerk.
15
16 e) Short-term Rental: The rental, lease or other contractual arrangement for the occupation of
17 a dwelling unit, or any portion thereof, by a tenant for residential and/or dwelling purposes,
18 for any period of less than thirty (30) consecutive days. Short-term Rental shall not include
19 duly licensed and permitted hotel, motel, bed and breakfast homes, and community
20 residences.
21

22 **Sec. 14-83. Registration and inspection required; permit.**
23

- 24 a) All Short-term Rental units shall be registered by the record property owner thereof with
25 the Registrar and a permit issued before any use of the Short-term rental unit occurs.
26
27 b) At the time of registration, the dwelling unit and Short-term Rental unit shall be inspected
28 for a fee by the Building Official or his/her designee and the Jamestown Fire Marshal.
29 Thereafter, the dwelling unit shall be inspected by the Building Official each two (2) years
30 thereafter, and by the Fire Marshall each two (2) years thereafter, to be completed no later
31 than the application period filing of the requisite year. The purpose of the inspection is to
32 determine the occupancy limit of the unit pursuant to Sec 14-87 of this chapter and
33 compliance with the relevant State Building Codes, Fire Codes and Town Ordinances,
34 including, but not limited to smoke and CO detectors are installed and compliance with the
35 State Fire Code for dwelling units and Short-term Rental units and to determine the number
36 of off-street and on-street parking spaces required and available. The Building Official or
37 his/her designee shall issue a Short-term Rental permit stating the maximum occupancy for
38 the dwelling unit. The Building Official and/or Fire Marshall may conduct an inspection
39 of any Short-term Rental unit upon complaint or for any other proper reason pursuant to
40 the General Laws, applicable regulations and/or Town Ordinances.
41
42 c) Failure of the record owner of the Short-term Rental unit to allow inspections shall
43 constitute a violation of this chapter.
44
45 d) Any deficiencies found by the Building Official or Fire Marshall must be satisfactorily
46 addressed by the record owner prior to the use or re-use of the Short-term Rental unit;

1 engaging or continuing the Short-term Rental while deficiencies are outstanding shall be a
2 violation of this chapter.

3
4 **Sec. 14-84. Registration form.**

- 5
6 a) The rental registration form shall be developed by the Town Planner and, at a minimum,
7 shall indicate the Tax Assessor's plat and lot number, address of the rental dwelling and
8 Short-term Rental unit, the number of Short-term Rental units therein, the maximum
9 occupancy, the name, permanent mailing address, email address, and telephone number of
10 the record owner and of his or her registered local representative, if different than the
11 owner. Copies of the registration form, with 24 hours, 7 days a week contact information
12 for the record owner and, if applicable, the local representative, will be held on file by
13 Town Clerk, and available to the Jamestown Police and Fire Departments.

14
15 **Sec. 14-85. Filing date; term.**

- 16
17 a) On or before December 31 of each year, the record owner of the rental dwelling unit shall
18 file the completed rental registration form with the Registrar, which registration shall be
19 valid for a one-year period from January 1 to December 31 of the following year. If the
20 property is registered during the calendar year, the registration shall be valid until
21 December 31 of that same year. Failure of the record owner to properly register the Short-
22 term Rental dwelling unit shall constitute a violation of this chapter.

23 **Sec. 14-86. Registration fee.**

- 24
25 a) There shall be a registration fee of three hundred and fifty (\$350.00) dollars for each
26 dwelling unit covered under the provisions of this chapter. A separate fee may be charged
27 for inspections by each the Building Official and Fire Marshall.

28
29 **Sec. 14-87. Occupancy limits and parking requirements.**

- 30
31 a) The maximum occupancy for the dwelling and Short-term Rental unit shall be two persons
32 per bedroom and a maximum of three (3) bedrooms per dwelling unit. The number of
33 bedrooms shall not exceed the number of bedrooms supported by the design load of the
34 property's On-site Wastewater Treatment System ("OWTS"). The record owner shall
35 provide records and/or information that the Building Official or his/her designee deems
36 reasonably sufficient to determine the number of bedrooms for which the OWTS is rated.
37 The maximum occupancy may be further limited by the requirements of Subsection b),
38 herein.
- 39
40 b) One off-street parking space shall be provided on the same lot on which the Short-term
41 Rental is located for each bedroom, plus one additional parking space, as determined by
42 the Building Official. Off-street parking spaces shall be located within an identified
43 driveway and/or parking area and not on lawn areas. All required parking spaces must be
44 dedicated and available for use as required by this ordinance. The total number of parking
45 spaces required shall be one greater than the number of bedrooms utilized for occupancy.

1 Each required parking space shall be not less than 10 feet in width and 22 feet in length
2 exclusive of drives and maneuvering space. Where the total number of parking spaces
3 required by this section cannot be met, the permitted occupancy of the dwelling shall be
4 reduced to conform to the available amount of off-street and on-street parking spaces.

- 5
- 6 c) No tents, storage units, boats, recreational vehicles and the like shall be used and/or
7 occupied while on the Short-term Rental property.
- 8
- 9 d) The record owner shall be responsible and jointly and severally liable for compliance at all
10 times with the Short-term Rental Ordinance provisions, including but not limited to,
11 occupancy limits and parking requirements. Non-compliance with any of the provisions of
12 this ordinance or any other Code of Ordinance provisions of the Town of Jamestown by
13 users of the Short-term Rental unit shall constitute a violation of this chapter.
- 14

15 **Sec. 14-88. Owner's obligations.**

16

- 17 a) All Short-term rental unit advertisements shall contain an accurate and detailed description
18 of the Short-term Rental unit and the limitations and requirements contained in this
19 ordinance for use of the Short-term Rental unit.
- 20
- 21 b) All Short-term Rental unit agreements shall attach a copy of the applicable short-term
22 rental registration and permit for the premises. The Short-term Rental unit agreement shall
23 state that the renter may be held legally responsible and liable for any violations of law
24 committed by the renter or by other occupants or guests while at the Short-term Rental unit
25 premises, including violations of the laws and ordinances pertaining to noise, disorderly
26 conduct, disturbance of the peace, keeping dogs on a leash, parking, trash maintenance and
27 disposal, and dwelling occupancy limits.
- 28
- 29 c) The owner and/or local representative shall obtain accurate and up-to-date information,
30 including the names, home addresses and phone numbers of the renters, the date of the
31 rental period and a copy of a state issued driver's license or identification card or passport
32 from the renter and any tenants or guests. The owner and/or local representative shall
33 maintain this information throughout the term of the Short-term Rental agreement and for
34 90 (ninety) days thereafter; and shall make this information available to Town officials
35 who are lawfully investigating or prosecuting any offense reasonably believed to involve
36 one or more of the renters. Failure of the record owner and/or local representative to gather,
37 maintain or provide this required information shall constitute a violation of this chapter.
- 38

39 **Sec. 14-89. Posting of notice by owner.**

40

- 41 a) The record owner shall be responsible and is required to state all short-term rental
42 advertising the maximum number of bedrooms, maximum number of persons, and number
43 of designated on-site parking spaces. The record owner shall be responsible to post and
44 affix in plain view, in a conspicuous place within the rental dwelling unit, a compilation to
45 be provided by Town staff and available at the office of the Registrar, containing general
46 information regarding certain Town ordinances with which tenants must comply, dwelling

1 occupancy limits, and any other pertinent ordinance, or law information which the Town
2 may deem appropriate from time to time. In addition, notice of water conservation, trash
3 pickup, and recycling shall also be posted. The record owner of the Short-term Rental
4 dwelling unit subject to the provisions of this chapter shall cause the registration form and
5 permit required by this chapter to be posted or affixed to the inside of the primary access
6 door to said Short-term Rental dwelling unit so as to allow the lease and registration form
7 to be readily available for inspection by police, zoning, building, or minimum housing
8 officials of the Town of Jamestown. Non-compliance of posting requirements shall be a
9 violation of this chapter.

10
11 **Sec. 14-90. Local representative.**

- 12
- 13 a) The record owner shall designate on the registration form, if different from themselves, an
14 individual who permanently resides in Rhode Island, or a property manager with a
15 physically staffed office within Rhode Island, as the record owner's local representative,
16 who shall be authorized to receive any process, notice or demand required or permitted to
17 be served upon the owner of the premises. The record owner may be designated as the local
18 representative, only if he or she resides in Rhode Island.
- 19
- 20 b) The local representative must be authorized by the record owner to respond to tenant and
21 neighborhood questions or concerns on a 24/7 basis. The local representative shall serve as
22 the initial contact person if there are questions or complaints regarding the use of the
23 dwelling unit for short-term rentals. The local representative promptly shall respond in
24 person or via telephone to those complaints to ensure that the use of the dwelling unit
25 complies with the requirements of this chapter, as well as all other applicable Town
26 ordinances pertaining to parking, noise, disturbances, or nuisances, as well as state law
27 pertaining to the consumption of alcohol and/or the use of illegal drugs.
- 28
- 29 c) The failure of the record owner or local representative promptly to respond in person or
30 via telephone to the Jamestown Police Department or other Town Official inquiries and
31 address and resolve any situation, complaint, or violation within two (2) hours shall be
32 considered a violation of this chapter.
- 33
- 34 d) The record owner may change the designation of the local representative from time to time
35 by filing an amended registration application including the name, address, and telephone
36 number of the new local representative. Failure to notify the Town of any change in the
37 local representative shall constitute a violation of this chapter.

38
39 **Sec. 14-91. Enforcement; penalty for violation; revocation of permit.**

- 40
- 41 a) For the purposes of enforcement of the provisions of this chapter, the Town Council of the
42 Town of Jamestown hereby designates and authorizes the Zoning Enforcement Officer for
43 the Town to implement, investigate, enforce, and prosecute the provisions of this chapter.
- 44
- 45 b) Violations of this chapter shall be enforceable through issuance of a Violation Citation and
46 Summons by the Zoning Enforcement Officer or his or her designee, of the Town and

1 citations shall be heard and adjudicated by the District Court or other court of appropriate
2 jurisdiction.

- 3
4 c) Except as provided herein, violations shall be punished in accordance with, and the Town
5 shall have all the powers and remedies provided by, Sec. 1-15 of the Jamestown Code of
6 Ordinances, which include and provide for a first offense penalty of \$250 and a second and
7 subsequent offense penalty of \$500 where each day counts as a distinct and separate
8 violation.
- 9
10 d) The Zoning Enforcement Officer may provide in the Violation Citation that upon
11 admittance of the violation the fine may be paid in person, by mail or electronic payment,
12 or other disposition imposed, prior to the first appearance before the District Court.
- 13
14 e) Notwithstanding any other remedies available to the Town, the Zoning Enforcement officer
15 may revoke a Short-term Rental permit issued under this chapter if it is determined, by a
16 violator's admission or a court finding of a violation, that three or more violations of this
17 chapter have occurred for the same property within a twelve-month period, and no new
18 permit shall be issued to the property owner for the same property for a period of twelve
19 months following the revocation.

20
21 **Sec. 14-92. Implementation.**

- 22
23 a) This chapter shall take effect upon passage, provided, however, that enforcement of
24 violations shall be stayed until January 1, 2022.

25
26 **Sec. 14-93 – 100. – Reserved.**



JAMESTOWN FIRE DEPARTMENT

INCORPORATED 1897



Telephone 401/423-0062
Fax 401/423-7278

50 Narragansett Avenue
Jamestown, RI 02835

July 6, 2021

Honorable Town Council, Nancy Beye, President
Mr. Jamie Hainsworth, Town Administrator
Jamestown Planning Commission
Jamestown Affordable Housing Committee

Dear President Beye, et al;

The Jamestown Fire Department Board of Fire Wardens has been watching with interest for the past few years the discussions regarding affordable housing in Jamestown. As you are well aware the Jamestown Fire Department maintains its membership through volunteerism within the community of Jamestown. Losing this or any volunteer organization could be very detrimental to the Town by way of increased taxes and erosion of community involvement.

Many of the Fire Department volunteers begin their time with the department starting as early as 16 years of age. They endure rigorous training both in the classroom and on simulated fireground activities to provide the high-quality fire and Emergency Medical attention that the Town deserves. This is a commitment on behalf of the volunteers as well as the Fire Department leaders. Maintaining volunteers in Jamestown has become increasingly difficult over time. Membership has been slowly declining over the past 10-15 years. Recently a questionnaire was sent out to the membership to try to determine the reason. **The number one reason is lack of affordable housing.** Our younger generation whether just out of college or already employed just cannot afford to purchase a house with a starting price of over \$600,00 and neither year-round nor affordable rents are readily available. A number of years ago the Town instituted a compensation program to volunteers that provides tax relief as well as a cash incentive when certain participation and training criteria is met. Surprisingly, although important to some, it was not considered the number one reason to apply for membership nor to remain a member.

We are aware that the Town Council, town committees and staff has been working diligently to try and provide affordable housing within Jamestown. We also understand that housing prices in Jamestown are soaring to unprecedented levels making it very difficult. We do not have the

answers to the problem but would like the council to know that the members will do whatever is necessary to back the council fully in this regard. It has been said that one or two houses is infinitesimal; we don't believe that to be true. We need to continue this pursuit and maintain diligence even if the pace is slow. Every opportunity and unit is critical to the mission of affordable housing that has far reaching social and financial implications to our community.

Thank you for taking the time to listen to our concerns and as always, we are here to help in any way we can.

Sincerely,
Jamestown Fire Department Board of Fire Wardens

Chief James R. Bryer
Deputy Chief Howard Tighe
Deputy Chief Steven Tiexiera
Senior Captain Brian Bryer
Captain Ronald Barber
Captain Michael Delessio
Captain Kyle Tiexiera
Captain John Caito
Captain Christopher Lamantia
Lieutenant James Ingari
Lieutenant Mark Tiexiera
Lieutenant Alan Weaver
Lieutenant Nick Woodbine



Town of Jamestown
Resolution of the Town Council

No. 2021-08

**Anti-Vehicle Idling Resolution for the
Town of Jamestown, Rhode Island**

WHEREAS, emissions from gasoline and diesel-powered vehicles contribute significantly to air pollution, including greenhouse gases, and

WHEREAS, numerous traffic studies have found links between exposure to fine particles and health effects including increased incidents of asthma, allergies, and other breathing disorders, and premature death, and

WHEREAS, the United States Environmental Protection Agency has classified diesel exhaust and particulates from gasoline engines, as likely to be carcinogenic to humans; and

WHEREAS, vehicle idling occurs in locations (e.g. school grounds, parking lots, distribution centers, strip malls, construction sites, business centers, etc.) where residents of Rhode Island are exposed to concentrated sources of air pollutant emissions; and

WHEREAS, asthma is a significant public health concern in Rhode Island, especially among children and the elderly; and

WHEREAS, for every gallon of gasoline used, the average car produces about 20 pounds of CO₂, with one-third of greenhouse gas emissions coming from the transportation sector; and

WHEREAS, petroleum-based gasoline and diesel fuel are non-renewable fuels and should be used wisely and not wasted; and

WHEREAS, idling is not beneficial to a vehicle's engine because it causes excess wear and tear on the engine parts; and

WHEREAS, idling more than 10 seconds uses more fuel and emits more pollutants than turning an engine off and on again; and

WHEREAS, current state law prohibits the idling of diesel vehicles for more than 5 minutes per hour and studies have shown that an anti-idling policy for gasoline and diesel vehicles will save fuel, prolong engine life and improve air quality.

NOW THEREFORE BE IT RESOLVED that the Town of Jamestown, Rhode Island supports the adoption of a strong anti-idling policy by:

1. Encourage any gasoline or diesel-powered motor vehicles to turn off their engines immediately at schools and off-site school related events to minimize exposure to harmful emissions.
2. Maintain town vehicles to eliminate any visible exhaust and comply with the annual inspection requirement for those vehicles; and avoid idling unnecessarily on and off worksites.
3. Promote the widespread use of emission controls in construction contracts.
4. Support broad education of the public about the health, environmental and economic impacts of idling and ways to reduce greenhouse gas emissions.
5. Designate Idle Free Zones throughout Jamestown which would include libraries, parking lots, drive-through lines, etc.).
6. Enforce Anti Idling law 250-RICR 120-05-45 on diesel emissions

By Order of the Jamestown Town Council

Nancy A. Beye, President

IN WITNESS WHEREOF, I hereby attach my hand and the official
Seal of the Town of Jamestown this 16th day of August, 2021

Roberta J. Fagan, Town Clerk

Dear Members of The Jamestown Board,

Over a decade ago a group of musicians came together at the Channing Memorial Church in Newport, to celebrate the joy of playing music. These free jam sessions took place one evening per week, for two hours, in a building used by day as a day care facility -at the back of the Channing Church. It was free and welcoming to all folks. It's purpose was simply to share the joyful expression of playing music together.

Similarly, two original members of the Channing Church Group, David Spitzman and Peter Martin plus me, (known affectionately as "The Geezers" -since most are older), are hoping to continue this tradition in Jamestown opening up and welcoming any interested new/old community members to join through community bulletins such as Jamestown fb.

Since the covid pandemic has put an end to the use of the Channing facility we are asking that the recreation center gym be used as a replacement for holding our weekly two hour jam sessions.

This will be a totally free event in which the music is primarily acoustic/ -guitar based (with the occasional mic for singing/ (or not) and our, sometimes, plugged in harmonica player -Peter Martin). In accordance with the rec center fall schedule (earlier discussed with Ray DeFalco) the day and times that mutually work best would be: Wednesdays, between 5:30- 7:30 p.m. with an understanding that there will be black-out dates. We also understand that we (or I) will take responsibility to open and lock the facility before and after each use, taking care to keep the place tidy and in the manner in which it is presented to us (-our only requirement is some folding chairs). We will keep a list of all participant's names and also make sure that everyone is fully vaccinated (!)

We hope that the Board can see the benefit and value to our community to sanction such a group by allowing this gathering, cost-free, to begin Wednesday Sept 1st, 2021.

Sincerely,

Doriana Carella -Jamestown

David Spitzman -Jamestown and

Peter Martin -Newport

Insurance



TOWN OF JAMESTOWN
Parks & Recreation Dept.
P.O. Box 377
100 E. Main St.
Jamestown, RI 02835

(-6pm start time?)

Jamestown Parks & Recreation Department

Application for use of Recreation Department Buildings and Grounds

(9/1/21 - 11/3/21)

Facility Requested RECREATION CENTER

Dates: beginning Sept. 1st (10 Wed.) Days of the Week 1 day = Wed.

Time Requested 7:00 am to 8:00 am (Please include Prep & Clean Up) Time: 5:30 pm - 7:30 pm
Additional Equipment: P.A. Sports Equipment Other

Organization Jamestown Guitar Circle
Contact Person Doriana Carella
Address 35 Gondola Ave.
Town/City Jamestown State RI Zip Code 02835
Phone 401 603-6269 email villageheart@gmail.com

Description of Event / Use of Facility

This is a ^{weekly} gathering of musicians (mostly acoustic guitar) for practice and pleasure, No equipment necessary beyond folding chairs for our seating, This is a not-for-profit activity

Estimated Number of Participants 10-12 Admission to be charged Yes No

FEE STRUCTURE

Facility	Jamestown School	Open Area Profit	Non-Open Area Profit	Open Field	Non-Open Field
For 1 hr or Over	No Charge	\$10/hr	\$30/hr	\$25/hr	\$40/hr
Lobby Only	No Charge	\$15/hr	\$15/hr	\$20/hr	\$40/hr
Equipment Use	No Charge	\$10/hr	\$10/hr	\$10/hr	\$20/hr
Lawn Area Field	No Charge	No Charge	\$10/hr	\$10/hr	\$20/hr
Boardwalk Field	No Charge	No Charge	\$10/hr	\$10/hr	\$20/hr
Beaches	No Charge	No Charge	\$20/hr	\$10/hr	\$20/hr

- Non-profit organizations need to provide their own liability insurance.
- All individuals/organizations requesting facilities must have their own liability insurance covering the use of the facility as well as additional coverage for the activity.
- If your request requires the use of a facility that is not covered by the town's liability insurance, you must provide your own liability insurance.



TOWN OF JAMESTOWN
Public Works Department
100 Boardwalk
111 Commons Ave
Jamestown, Rhode Island 02831

Application for Use of
Town of Jamestown
Facilities

Facility Use Agreement and Release/Indemnification

- in consideration for being permitted to use the facilities of the Town of Jamestown, Doriana Carella (hereinafter "Applicant"), agrees to indemnify and hold harmless, the Town of Jamestown, its officers, employees, insurers, from and against all liability, claims and demands, which are incurred, made, or bought by any person or entity, in account of damage, loss, or injury, including without limitation, claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Town of Jamestown, its officers, or its employees, of any other cause whatsoever.
- By signing below, Applicant agrees that in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the user is responsible for any damage to equipment or the facility/grounds. Failure to reimburse the Town for damages will result in loss of future privileges. If the facilities are not left in the original condition, the Town of Jamestown reserves the right to charge for any additional work required to return the facility back to its original condition.

The signature below indicates that the requesting group and/or individual is in agreement with the procedure listed on this form.

I HAVE READ THE PARTICIPATION WAIVER AND THE GENERAL REGULATIONS FOR FACILITIES USE FOR ATTACHED TO THIS APPLICATION AND ACCEPT THE RESPONSIBILITIES IMPOSED.

Signature: [Handwritten Signature] Date: 8/16/21

Print Name: DORIANA CARELLA

TOWN COUNCIL MINUTES
August 16, 2021

I. ROLL CALL

A regular meeting of the Jamestown Town Council was held on August 16, 2021.

This meeting was held in person and live streamed with no interaction via

<https://158.123.195.41/OTRMedia/Town2020/Others2020/StreamPrimJtown.htm>

Town Council Members present were as follows: Nancy A. Beye, Erik G. Brine, Mary Meagher, and Michael G. White. Absent, Randy White. Also present Town Administrator Jamie A. Hainsworth, Finance Director Christina D. Collins, Town Solicitor Peter D. Ruggiero, Chief of Police Edward A. Mello, Public Works Director Michael Gray, Building/Zoning Director William Moore, Michael Glier, Director of Information Technology

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Councilor President Beye called the meeting of the Jamestown Town Council to order at 6:30 p.m. and led the Pledge of Allegiance.

President Bye welcomes Roberta Fagan and thanks Cheryl Fernstrom and Arlene Petit for returning to provide assistance in the interim Town Clerk search.

III. TOWN COUNCIL SITTING AS THE BOARD OF WATER AND SEWER COMMISSIONERS

See Board of Water and Sewer Commissioners Meeting Minutes.

Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or Take Action and/or Vote on the following items:

A) Approval of Minutes; review, discussion and/or action and/or vote
1) July 19, 2021 (regular meeting)

B) Open Forum – Water & Sewer Matters

Comments are not limited to items on this agenda. However, items not on this agenda will only be heard and not acted upon by the Town Council. Note: Section 42-46-6 of the Open Meetings Act, and Department of the Attorney General Advisory Opinions relevant to this item on any public body meeting agenda specifically prohibits the Town Council from discussing, considering or acting on any topic, statement or question presented. The Town Council may, if warranted, refer such matters to an appropriate committee, to another body or official, or post the matter for consideration at a properly-noticed, future meeting.

1) Scheduled request to address - none
2) Non-scheduled request to address

C) Report of Town Officials:

1) Pumping Report
2) Town Project Reports
a) Town Wells
b) Water Treatment Plant
c) Transfer Pumping/Reservoir

- d) Distribution System
 - e) Wastewater Treatment Facility
 - 3) Public Works Director Michael C. Gray Sewer Division Report: Inspection of Westwind Drive
 - 4) Finance Director's Report: Comparison of Budget to Actuals as of June 30, 2021
- D) Unfinished Business
 - 1) Review, Discussion and/or Action and/or Vote regarding the Application of Our Table, LLC/Marla Romash (applicant) and Gino DiFante (owner) of 53 Narragansett Avenue, Plat 9 Lot 207 (a portion of the first floor), for Utility Service Expansion/Change of Use, continued from July 16, 2021.
 - a) Memorandum from Planning Commission to Zoning Board of Review
- E) New Business
 - 1) Review, Discussion and/or Action and/or Vote to adopt the Proposed FY 2021-2022 (October 1, 2021 to September 30, 2022) Water Budget
 - 2) Review, Discussion and/or Action and/or Vote to adopt the Proposed FY 2021-2022 (October 1, 2021 to September 30, 2022) Sewer Budget
- F) The Town Council Adjourns from sitting as the Board of Water and Sewer Commissioners

A motion was made by Vice President Meagher with second by Councilor Brine to sit as the Alcoholic Beverage Licensing Board. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

President Beye recused herself from IV. Public Hearings, Licenses and Permits, Agenda item C)

IV. PUBLIC HEARINGS, LICENSES AND PERMITS

The Town Council will review each license application and vote on it individually. All approvals for licenses and permits are subject to the resolution of debts, taxes and appropriate signatures as well as, when applicable, proof of insurance. Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or Take Action and/or Vote on the following items:

- A) Town Council Sitting as the Alcoholic Beverage Licensing Board

Notice is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3, Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended.

 - 1) Review, Discussion and/or Action and/or Vote for Renewal of Approval of Requests for Temporary Seasonal Expansion of Existing Liquor License Applications in accordance to R.I.G.L 3-5-17, for service and consumption areas valid with Special Event Application of the Chamber of Commerce for Dine Out Event in response to COVID- 19; with proposed Extension to

September 21, 2021 unless revoked earlier:

- a) KALI LLC dba: J22 Tap & Table, 22 Narragansett Ave.
- b) Jamestown Beer Holdings LLC dba: The Generals Crossing, 34 Narragansett Avenue
- c) Jamestown Locals LLC dba: Narragansett Café, 25 Narragansett Avenue
- d) Johnny Angels Clam Shack LLC dba: Angels Kitchen, 23B Narragansett Avenue

A motion was made by Vice President Meagher with second by Councilor Brine to Approve the renewal Requests for Temporary Seasonal Expansion of Existing Liquor License Applications in accordance to R.I.G.L 3-5-17, for service and consumption areas valid with Special Event Application of the Chamber of Commerce for Dine Out Event in response to COVID- 19; with proposed Extension to September 21, 2021 unless revoked earlier. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

- 2) Review, Discussion and/or Action and/or Vote for Renewal of Approval of KALI LLC dba: J22 Tap & Table for Temporary Seasonal Expansion of Existing Liquor License Applications in accordance to R.I.G.L 3-5-17, for service and consumption areas to include property contingent on lease agreement with REGNUM LLC, located at 20 Narragansett Avenue; with proposed Extension to September 21, 2021 unless revoked earlier.

A motion was made Vice President Meagher with second by Councilor Brine to approve the renewal request of KALI LLC dba: J22 Tap & Table for Temporary Seasonal Expansion of Existing Liquor License Applications in accordance to R.I.G.L 3-5-17, for service and consumption areas to include property contingent on lease agreement with REGNUM LLC, located at 20 Narragansett Avenue; with proposed Extension to September 21, 2021 unless revoked earlier. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

- 3) Pursuant to Title 3 Chapter 7 of the General Laws of Rhode Island 1956, and as amended, that the following license application has been received under said Act for a one-day license September 9, 2021:

CLASS F (NON-PROFIT)

Jamestown Chamber of Commerce
PO Box 35
Jamestown, RI 02835

- a) Review, Discussion and/or Action and/or Vote for Approval of the **CLASS F (NON-PROFIT) LIQUOR LICENSE**

A motion was made by Vice President Meagher with second by Councilor M. White to approve the one-day CLASS F (NON-PROFIT) LIQUOR LICENSE of the Jamestown Chamber of Commerce. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

- B) Event/Entertainment Application: All Event/Entertainment license application approvals are subject to any and all COVID-19 protocols in affect at the time of the event; Review, Discussion and/or Action and/or Vote on the following:
- 1) Applicant: Jamestown Chamber of Commerce
 - Event: Annual BBQ
 - Date: September 9, 2021
 - Location: Dutch Harbor Marina

A motion was made by Vice President Meagher with second by Councilor M. White to approve the Event/Entertainment Application from the Jamestown Chamber of Commerce for the Annual BBQ being held on September 9, 2021. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

- C) Bingo License Application: All bingo license application approvals are subject to any and all COVID-19 protocols in affect at the time of the event; Review, Discussion and/or Action and/or Vote on the following:
- 1) Applicant: Friends of the Jamestown Seniors, Inc.
 - Event: Weekly Bingo Games
 - Date: September 1, 2021 to August 31, 2022
 - Location: 6 West Street, Jamestown (Senior Center)

A motion was made by Vice President Meagher with second by Councilor M. White to approve the Bingo License Application by the Friends of the Jamestown Seniors, Inc. for weekly bingo games held between September 1, 2021 to August 31, 2022. Vote: President Beye, recused; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

President Beye rejoined the meeting

V. COUNCIL, ADMINISTRATOR, SOLICITOR, COMMISSION/COMMITTEE COMMENTS & REPORTS

Please Note the Following Items are Status Reports and Matters of Interest to the Council and are for Informational Purposes unless Indicated Otherwise and will be Acted upon in Accordance with Section 42-46-6 (b)

- A) Town Administrator’s Report: Jamie A. Hainsworth
 - 1) Broad Band Services to the Island, New Business Agenda Discussion
 - 2) Cyber Technology Security, discussion on Assessment, New Business on Agenda
 - 3) Short Term Rental Ordinance —rescheduled for consideration at the September 7, 2021 Town Council meeting.
 - 4) Covid 19 update: Covid Testing
 - 5) Draft letter to Jamestown Housing Authority in response to USHUD letter
 - 6) Update for next month

Town Administrator reported on the following:

- Short-term rental update: Staff, planning and solicitor office not quite ready to report on Short Term Rental Ordinance. Meeting will be on August 23 to finalize.
- Covid-19- 12 new positive cases in the last 2 weeks on the island. State has re-opened many sites. Wickford Junction, by appointment only, Monday-Friday 9-4, weekends 9-1. No testing on Holidays. Waiting for Department of Health guidance on whether to open testing site on West Street again. Recommended masking to staff and visitors in public buildings.
- Other topics to be discussed later in meeting.

VI. UNFINISHED BUSINESS

Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or Take Action and/or Vote on the following items:

- A) Review, Discussion and/or Action and/or Vote regarding the Entertainment License for Tallulah’s Taqueria LLC, dba: Tallulah’s Taqueria located at 35 Narragansett Avenue, as approved at the July 19, 2021 Town Council Meeting and continued for review

Discussion ensued. Mr. Jacob Rojas addressed the Council members thanking everyone for the opportunity to bring live entertainment to the community; asked for clarification on what decibel level is allowable for acoustic live music (no amplification). Mr. Rojas has 3 groups booked and would like to make certain that their music is allowable. Mr. Rojas also requested changing the approved time of entertainment from 7-9 to noon-7pm. Solicitor Ruggiero suggested leaving current approved entertainment license as is; and apply for an expanded entertainment schedule to be reviewed at next Town Council meeting.

- B) Review, Discussion and/or Action and/or Vote regarding the Entertainment License for Nine Corporation, dba: Marina Café located at 3 East Ferry Wharf, as approved at the July 19, 2021 Town Council Meeting and continued for review

Discussion ensued. Ms. Khamla Nirandone, owner of Nine Corporation, dba: Marina Café located at 3 East Ferry Wharf addressed Town Council members. Ms. Nirandone reports the non-amplified entertainment on Saturday evening was well received with no complaints.

Town Administrator Jamie Hainsworth made the Council members aware of an oversight of a ruling by the Zoning Board of Review, Variance decision in 2013 (Book 812 page 82) for the

Zoning Certificate for the previous tenant, restriction 3, stating no music entertainment. Further, Town Administrator Hainsworth and Building/Zoning Director William Moore met with Ms. Nirandone earlier in the day, and reviewed the restrictions. Ms. Nirandone has advised she will appeal the 2013 decision. Councilor Brine asked if a vote by the Board supersede the zoning action. Solicitor Ruggiero explained that every Board and Commission has layers of jurisdiction: the Town Council is limited to licensing authority; and the Zoning Board has the regulatory authority on land use. There are remedies to this situation, it is just going to take time. No music entertainment will take place until the Zoning Variance has been heard. Ms. Nirandone understands the pathway forward to appeal the decision.

- C) Review, Discussion and/or Action and/or Vote regarding the Code of Ethics Review by the Town Solicitor's Office for all Town Boards/Commissions/Committees: Session dates are September 9, 2021 at 12 noon, and September 23, 2021 at 7:00 pm via Zoom link (1-hour sessions)
- D) Review, Discussion and/or Action and/or Vote regarding Upcoming Meetings and Sessions – dates and times
 - 1) Town Council Regular Meeting – Tuesday, September 7, 2021 @ 6:30 p.m.
 - 2) Town Council/Water and Sewer Regular Meeting – Monday, September 20, 2021 @ 6:30 p.m.
 - 3) Town Council Regular Meeting – Monday, October 4, 2021 @ 6:30 p.m.
 - 4) Town Council/Water and Sewer Regular Meeting – Monday, October 20, 2021 @ 6:30 p.m.

VII. NEW BUSINESS

Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or Take Action and/or Vote on the following items:

- A) Review, Discussion and/or Action and/or Vote regarding the request of the Gould Island Advisory Board for the formation of an ad hoc Gould Island Committee consisting of five (5) to six (6) residents to promote remediation of South Gould Island beyond the scope of the current USACE authorization from Congress
 - 1) Letter of Gould Island Restoration Advisory Board Community Co-Chair David Sommers

Discussion ensued. Vice President Meagher thanked Mr. Sommers and all of the RAB members for their work.

A motion was made by Vice President Meagher with second by Councilor Brine to approve the recommendation to appoint the residents that are already existing RAB members with indeterminate terms, David P. Sommers as chair and Lisa Bryer, ex officio. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

- B) Review, Discussion and/or Action and/or Vote to authorize a Cyber Security Assessment

Discussion ensued. Councilor Brine provided an overview of the need for increased cyber security efforts in town, and looking to publish an RFP for a Technology and Security Assessment. Mike Glier made the Council aware of a free Federal DHS Municipal Support

Program that would provide a consultant at no cost. This comprehensive assessment will take one day, assessing technical and organizational structure, best practices for cyber security incidents, and day to day operations. At the September 7, 2021 Town Council meeting a 15-20-minute presentation will review the findings.

A motion was made by Vice President Meagher with second by Councilor Brine authorizing Town Administrator Hainsworth to request the Federal DHS Municipal Support Program assessment . Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

- C) Review, Discussion and/or Action and/or Vote to consider a publicly operated Broad Band Utility to all residents.

Discussion ensued. Mike Glier recommends the Town Council review the New Shoreham Broadband Project FAQ distributed at the meeting and continue the discussion at the September 7, 2021 Town Council meeting. Councilor Brine agrees and suggests reviewing both the cost and process of a publicly operated Broad Band Utility. No vote or action taken at this time.

- D) Review, Discussion and/or Action and/or Vote regarding the July 26, 2021 letter from the US Department of Housing and Urban Development (HUD) Office of Public Housing with concerns regarding outstanding issues
 - 1) Letter from US Department of Housing and Urban Development dated July 26, 2021 to Jamestown Housing Authority, Board of Commissioners.
 - 2) Letter from US Department of Housing and Urban Development dated October 3, 2019 to Jamestown Housing Authority Executive Director
 - 3) Draft letter to Jamestown Housing Authority in response to USHUD letter

Discussion ensued. Town Administrator reviewed the July 26, 2021 correspondence from USHUD on deficiencies of the Jamestown Housing Authority; and requesting council to approve draft letter to the Jamestown Housing Authority requesting a written response to the USHUD on deficiencies.

A motion was made by Vice President Meagher with second by Councilor Brine to approve authorizing Town Administrator. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

- E) Review, Discussion and/or Action and/or Vote regarding the Jamestown Arts Center request to partner with the Town of Jamestown on the *Outdoor Arts Experience Biennial 2022*, outdoor art exhibit.
 - 1) Letter of Jamestown Arts Center

Discussion ensued. Representatives of the Jamestown Arts Center Lydia Carter and Tom Carter describe the outdoor art exhibit will be very similar to 2020 art instillation. Thanked the Council for their support.

- 5) Jamestown Philomenian Library Board of Trustees
 - a) Letter of Resignation
 - i) Edward Gromada
- 6) Jamestown Zoning Board of Review
 - a) Letter of Resignation
 - i) Edward Gromada

Vice President Meagher thanked Edward Gromada for his tireless involvement with the community. Would like to send a letter of thanks to Mr. Gromada for his service.

A motion was made by Vice President Meagher with second by Councilor Brine to approve the Consent Agenda. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

IX. CONSENT AGENDA

An item on the Consent Agenda need not be removed for simple clarification or correction of typographical errors. Approval of the Consent Agenda shall be equivalent to approval of each item as if it had been acted upon separately for review, discussion and/or potential action and/or vote. A Consent Agenda item or items may be removed by the Town Council for review, discussion and/or potential action and or vote.

- A) Adoption of Town Council Minutes
 - 1) July 19, 2021 (Regular/Water and Sewer Meeting)

- B) Minutes of Boards/Commissions/Committees
 - 1) Affordable Housing Committee (May 15, 2019)
 - 2) Conservation Commission (January 15, 2019)
 - 3) Conservation Commission (February 9, 2019)
 - 4) Conservation Commission (April 2, 2019)
 - 5) Conservation Commission (May 14, 2019)
 - 6) Conservation Commission (June 11, 2019)
 - 7) Conservation Commission (July 9, 2019)
 - 8) Conservation Commission (September 10, 2019)
 - 9) Conservation Commission (November 12, 2019)
 - 10) Conservation Commission (December 10, 2019)
 - 11) Conservation Commission (January 12, 2021)
 - 12) Conservation Commission (February 9, 2021)
 - 13) Conservation Commission (March 9, 2021)
 - 14) Conservation Commission (April 13, 2021)
 - 15) Conservation Commission (May 11, 2021)
 - 16) Tree Preservation and Protection Committee (February 20, 2018)
 - 17) Tree Preservation and Protection Committee (March 20, 2018)
 - 18) Tree Preservation and Protection Committee April 17, 2018)
 - 19) Tree Preservation and Protection Committee (August 21, 2018)
 - 20) Tree Preservation and Protection Committee (September 18, 2018)
 - 21) Tree Preservation and Protection Committee (December 04, 2018)
 - 22) Tree Preservation and Protection Committee (January 22, 2019)
 - 23) Tree Preservation and Protection Committee (February 19, 2019)
 - 24) Tree Preservation and Protection Committee March 19, 2019)
 - 25) Tree Preservation and Protection Committee (April 15, 2019)

- 26) Tree Preservation and Protection Committee (May 21, 2019)
- 27) Tree Preservation and Protection Committee (June 18, 2019)
- 28) Tree Preservation and Protection Committee (July 16, 2019)
- 29) Tree Preservation and Protection Committee (September 17, 2019)
- 30) Tree Preservation and Protection Committee (November 19, 2019)
- 31) Tree Preservation and Protection Committee (December 17, 2019)
- 32) Tree Preservation and Protection Committee (January 20, 2021)
- 33) Zoning Board of Review (June 22, 2021)

C) Zoning Board of Review Abutter Notification- public hearing August 24, 2021 at the Jamestown Town Hall, 93 Narragansett Avenue, Jamestown, RI at 7:00 pm, application of Our Table LLC and Gino Difante, for the property located at 53 Narragansett Avenue, Plat 9, Lot 207, for a Special Use permit under Art. 6, Sec. 82-301 VI C.3, to use the premises as a lunch room or restaurant

D) Tax Assessor’s Abatements and Addenda of Taxes

MOTOR VEHICLE ABATEMENTS TO 2020 TAX ROLL

04-063-75M Disney, Kate	Motor Vehicle- soldier / sailor exempt	\$10.09
TOTAL ABATEMENTS		\$ 10.09

E) Finance Director’s Report: Comparison of Budget to Actuals as of June 30, 2021

President Beye acknowledged the Communications.

X. COMMUNICATIONS, PETITIONS, AND PROCLAMATIONS AND RESOLUTIONS FROM OTHER RHODE ISLAND CITIES AND TOWNS

The Council may acknowledge any of the listed Communications and Proclamations and Resolutions. Should any member wish to have a conversation on any of the matters, the item will be placed on a future agenda for review, discussion and/or potential action and/or vote.

A) Communications Received:

- 1) Copy of Letter to: Public Works Director and Town Council
From: David R. Emond, All Waste Control Trash Co.
Dated: July 15, 2021
Re: trash compactor mechanical failure
- 2) Copy of Letter to: Town Council
From: Charlotte Zarlengo
Dated: July 16, 2021
Re: Regarding her property located on Seaside Drive (Plat 16 Lot 245) adjacent to Heads Beach with eight (8) boats and at least three (3) other moorings directly in front of her waterfront property, as she feels her riparian rights have been violated
- 3) Copy of letter to: Town Council
From: Richard A. and Mara V. Boren

Dated: July 22, 2021

Re: Damage to underground sprinkler piping and rotor during digging and repaving work on Intrepid Lane by Public Works/Cardi Corporation

- 4) Copy of Letter to: Town Council
From: Stephen Murphy
Dated: August 2, 2021
Re: Request for Council approval to credit his tax account \$88.30 assessed for an error that was not his doing

XI. OPEN FORUM

Comments are not limited to items on this agenda. However, items not on this agenda will only be heard and not acted upon by the Town Council. Note: Section 42-46-6 of the Open Meetings Act, and Department of the Attorney General Advisory Opinions relevant to this item on any public body meeting agenda specifically prohibits the Town Council from discussing, considering or acting on any topic, statement or question presented. The Town Council may, if warranted, refer such matters to an appropriate committee, to another body or official, or post the matter for consideration at a properly-noticed, future meeting.

- A) Scheduled request to address - none
- B) Non-scheduled request to address

No one came forward to address the Council

XII. ADJOURNMENT

A motion was made by Councilor Brine with second by Vice President Meagher to adjourn at 8:10 p.m. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye

EMERGENCY MEETING OF THE JAMESTOWN TOWN COUNCIL

JAMESTOWN, RHODE ISLAND

August 21, 2021

An emergency meeting of the Town Council was called to order at 3:20 PM by Council President Nancy Beye. The following members were present:

Eric Brine
Michael White

Also present were:

Jamie Hainsworth, Town Administrator
Edward Mello, Chief of Police
Raymond DeFalco, Recreation Director
Karen Montoya, Deputy Town Clerk

ADMINISTRATOR COMMENTS AND REPORT

Mr. Hainsworth reported that Hurricane Henri could hit the Island anytime late tonight or early tomorrow morning. We have been advised by the State Emergency Management Agency that the Island could see 40-60 mph winds, an inch or two of rain and a 3-7' severe storm surge because of the full moon and the high tide. Several areas could be flooded. We are asking for authorization to take any and all action to assist people and to save lives.

Chief Mello reported that the Island is under hurricane warning which is the highest level in terms of expecting a hurricane. We are expecting hurricane force winds and high storm surge which might result in road closures. We are also preparing for significant power outages. We are not considering evacuation as that would come from Mr. Hainsworth when deemed necessary. That would also trigger opening our emergency shelters. The staff has been preparing for this since Thursday. We are activating our Emergency Operation Center at 7:00 AM tomorrow morning. This action today would give the Town Administrator the authority to order an evacuation or road closures or further orders to the community. Mr. Brine asked if the Emergency Operation Center was at the Police Station and the shelter at the Melrose school? Chief Mello replied in the affirmative, and added that the school is always ready, has the supplies and could be staffed in 2 hours to provide cots and some meals to get through a couple of days. President Beye asked if the shelter was open and Chief responded that it was not open at this point.

Mr. Hainsworth asked if President Beye could read the Resolution into the record. President Beye read the Resolution.

Mr. White moved to accept the Declaration of Local Disaster Emergency. Mr. Brine seconded. So voted unanimously.

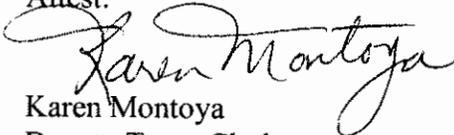
NEW BUSINESS

President Beye called for a motion. Mr. Brine moved to declare a local state of emergency and to authorize the Town Administrator to take any and all necessary actions to implement directives concerning the imminent threat of widespread or severe damage, injury, or loss of life or property resulting from Hurricane Henri. This declaration shall remain in effect until revoked by subsequent action of the Town Council. Mr. White seconded. So voted unanimously.

Mr. White made a motion to adjourn, Mr. Brine seconded. So voted unanimously.

Meeting adjourned at 3:27 PM.

Attest:


Karen Montoya
Deputy Town Clerk

Cc: Jamie Hainsworth, Town Administrator
Town Council (5)



Town of Jamestown
Town Administrator
93 Narragansett Avenue
Jamestown, Rhode Island 02835-1199
401-423-9805
Email: jhainsworth@jamestownri.net

Jamie A. Hainsworth
Town Administrator

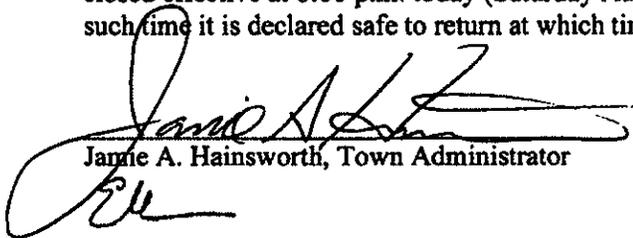
August 21, 2021 @ 4:00 p.m.

EXECUTIVE ORDER TOWN OF JAMESTOWN, RHODE ISLAND 21-01

On August 21, 2021 the Jamestown Town Council met and passed an Executive Order Declaring a State of Emergency due to the dangers to health and life posed by Hurricane Henri activating the Town Emergency Plan.

This order is issued by the Town Administrator by the authority granted by the Honorable Town Council in said declaration.

It is hereby Ordered that Fort Getty Town Park including the camping areas and Mackerel Cove Beach are closed effective at 8:00 p.m. today (Saturday August 21, 2021). Everyone must evacuate these areas until such time it is declared safe to return at which time this order will be rescinded.


Jamie A. Hainsworth, Town Administrator

Date: August 21, 2021


Edward Mello, Chief of Police/EMA Director

Date: August 21, 2021



Town of Jamestown
Town Administrator
93 Narragansett Avenue
Jamestown, Rhode Island 02835-1199
401-423-9805
Email: jhainsworth@jamestownri.net

Jamie A. Hainsworth
Town Administrator

**This Order is hereby rescinded effective August 23, 2021, by order of the
Town Administrator.** *JAH*

August 21, 2021 @ 4:00 p.m.

EXECUTIVE ORDER TOWN OF JAMESTOWN, RHODE ISLAND 21-01

On August 21, 2021 the Jamestown Town Council met and passed an Executive Order Declaring a State of Emergency due to the dangers to health and life posed by Hurricane Henri activating the Town Emergency Plan.

This order is issued by the Town Administrator by the authority granted by the Honorable Town Council in said declaration.

It is hereby Ordered that Fort Getty Town Park including the camping areas and Mackerel Cove Beach are closed effective at 8:00 p.m. today (Saturday August 21, 2021). Everyone must evacuate these areas until such time it is declared safe to return at which time this order will be rescinded.

Jamie A. Hainsworth

Jamie A. Hainsworth, Town Administrator

Date: August 21, 2021

Edward Mello

Edward Mello, Chief of Police/EMA Director

Date: August 21, 2021



Town of Jamestown

Resolution of the Town Council

No. 2021-07

DECLARATION OF LOCAL DISASTER EMERGENCY

WHEREAS, The Town of Jamestown on the 21st day of August 2021, recognizes the imminent threat of widespread or severe damage, injury, or loss of life or property resulting from “HURRICANE HENRI”

WHEREAS, The Town Administrator of the Town of Jamestown has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property:

NOW, THEREFORE, be resolved by the Town Administrator for the Town of Jamestown:

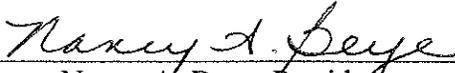
Section 1 A state of Emergency is declared for the Town of Jamestown

Section 2 The Town’s Emergency Operations Plan has been implemented.

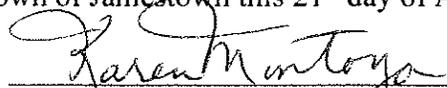
Section 3 That the state of State of Emergency shall continue for a period of not more than seven days of the date hereof, unless the same is continued by consent of the Town Council of the Town of Jamestown, Rhode Island.

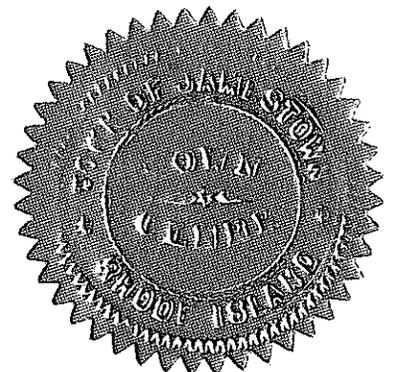
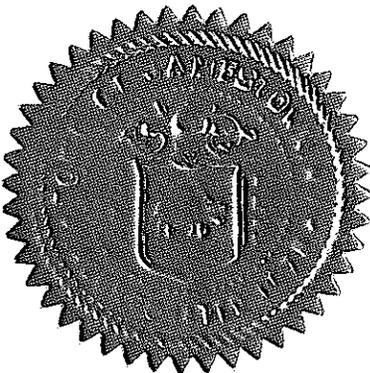
Section 4 This resolution shall take effect immediately from and after its issuance.

By order of the Jamestown Town Council,


Nancy A. Beye, President

IN WITNESS WHEREOF, I hereby attach my hand and the Official seal of the
Town of Jamestown this 21st day of August, 2021.


Karen Montoya, Deputy Town Clerk



**JAMESTOWN HOUSING AUTHORITY
BOARD OF COMMISSIONERS
ZOOM MEETING Thursday June 30th, 2021 10:00am
CALL TO ORDER; ROLL CALL: 10:10am
Commissioner: Valerie Molloy
Commissioner: Barbara Szepatowski
Commissioner: Kathy Powers**

Also present: Louise Marcus- Esq, Bethany Hashway (Note Taker),
Robert Counihan, Interim Managing Agency Team Michael McLoughlin, and Cheryl Hartnett

Members of Public: Jamie Hainsworth Town Administration, Nancy Beye, Joanne, Joan, Coffee, Lillian, and Sam.

The JHA Board may review, discuss and /or take potential action and/or vote on the following items:

READING AND APPROVAL OF MINUTES: May 27th, 2021 meeting minutes – approved first by Commissioner Szepatowski, seconded by Commissioner Powers. Passed 3-0.

FINANCIALS AND BILLS – The JHA Board may review, discuss and /or take potential action and/or vote on the following items:

- A. Budget FYE 6/30/2022- Provided by Robert Counihan- Robert discussed the figures he put together, he thinks they are at a good starting pointing with the budget he came up with.
- B. Accounts Payable commissioners report- The commissioners were given a list of who was paid for the month of June.

COMMUNICATIONS – Cheryl provided the board with a list of duties that were performed by NHA staff from May 22nd through June 18th.

Public Comment –

Lillian Accardi-mentioned that she has manganese tar in her water and she called the water department regarding it. Also she mentioned how when she plugs appliances into her outlet it goes out.

Sam- was curious about the budget and wanted to know if was accomplished or not? Was also wondering about the money market.

REPORTS:

- A. Resident Commissioner Update – Kathy Powers had nothing to report.

Managing Agent Update:

- B. Operations Manager position update- They determined that the JHA can't financially support the operations manager job. Which is a part-time job.

Next meeting is July 28th,2021 at 10am

Motion to adjourn meeting fist by commissioner Szepatowski, second by commissioner Powers motion passed 3-0 meeting ended at 10:53a.m.

**JAMESTOWN HOUSING AUTHORITY BOARD OF COMMISSIONERS ZOOM MEETING
Thursday May 27th, 2021 10:00am**

CALL TO ORDER; ROLL CALL: 10:08a.m.

Commissioner: Valerie Molloy- Chairwoman

Commissioner: Barbara Szepatowski

Commissioner: Kathy Powers- Online

Also present: Louise Marcus- Esq, Bethany Hashway (Note Taker),
Robert Counihan, Jamie Hainsworth Town Administration, Nancy Beye, Interim
Managing Agency

The JHA Board may review, discuss and /or take potential action and/or vote on the following items:

READING AND APPROVAL OF MINUTES: April 15th, 2021 meeting minutes – approved first by Commissioner Szepatowski, seconded by Commissioner Powers. Passed 3-0.

FINANCIALS AND BILLS -April 2021 financials – Provided by Robert Counihan and the Chairwoman Molloy reported that they received the financials for budgeting and will be reviewing and presenting next meeting. Approved 3-0

COMMUNICATIONS –

The JHA Board may review, discuss and /or take potential action and/or vote on the following items:

- A. Resolution of complaint against JHA filed with the RI Attorney General- Attorney Marcus spoke regarding this and the finding by the RI AG of no Open Meetings Act violation by JHA. There was a complaint filed regarding the December 30th2020 meeting and RI AG found no violation.
- B. Shortfall- JHA was recently awarded money in the amount of \$91,460.00 which expires if contracts are not done by June 8th, 2021. JHA has to sign for the money. First approved by Commissioner Szepatowski, seconded by Commissioner Powers to sign form. Approved 3-0.

NEW BUSINESS

The JHA Board may review, discuss and /or take potential action and/or vote on the following items:

- A. Review, Discussion, and Possible Vote regarding managing agent update: The managing agency team spoke about the packet that they provided to the commissioners with the duties that they have performed to date.
- B. Review, Discussion, and Possible Vote for JHA board to approve the engagement of employment counsel Tim Cavazza for an employment matter: The board approved to work with employment counsel first by Commissioner Szepatowski, Seconded by Commissioner Powers, motion passed 3--0

The JHA Board may review, discuss and /or take potential action and/or vote on the following items:

REPORTS

Vacancy report - 100% percent occupied

Resident Commissioner Update – Commissioner Powers heard nothing but positive things so far, did have questions regarding parking issue also when the community room would be opened.

PUBLIC COMMENT-

Bernie Courtney- Spoke about parking issues from a while back and Brian Anthony assigned parking spots a while back.

Sam – Wanted to know why the board is hiring another attorney if the board has one.

Kenny Nelson- Why the community room is still closed?

Doreen Dell: Was wondering about the lock boxes.

Motion to close out public meeting and move into executive session: 11:38a.m. first by Commissioner Barbara seconded by Commissioner Kathy meeting.

Motion to open the executive session at 11:40a.m. first by Commissioner Szepatowski seconded by Commissioner Powers.

Motion to sign and seal the executive session, first by Commissioner Szepatowski, second by Commissioner Powers passed 3-0.

Motion to re-open public meeting and adjourn 12:30pm. First by Commissioner Szepatowski, second Commissioner Powers passed 3-0.

JAMESTOWN HOUSING AUTHORITY BOARD OF COMMISSIONERS ZOOM MEETING
Thursday April 15, 2021 10:00am

CALL TO ORDER; ROLL CALL: 10:10a.m.

Commissioner: Valerie Molloy

Commissioner: Barbara Szepatowski

Commissioner: Kathy Powers

Commissioner: Karen Bell

Also present: Brian Anthony, Louise Marcus- Esq, Bethany Hashway (Note Taker),
Robert Counihan, Joanne Koehler, Town Administration,

Open Forum Items

1. If JHA provides WIFI access to units, how does that affect residents already paying for wifi service? Still holding off on this
2. What is the status of apartment lockboxes? – Not put in it.
3. Are the bathroom upgrades for all units? For all the upstairs bathrooms

READING AND APPROVAL OF MINUTES March 25, 2021 meeting minutes – approved first by Commissioner Szepatowski, seconded by Commissioner Powers.

FINANCIALS AND BILLS - March 2021 financials – Bob provided the board with an overview of the financials and he reported some are right on target and other expenses are above average because of repairs etc.

COMMUNICATIONS -Mark Hadden from Disability Rights RI-Mobility Scooters
On March 23rd Brian received a phone call from Mark Hadden from Disability Rights RI regarding the Mobility Scooters because he received a few complaints from residents and Mark requested the attorney's information, attorney hasn't heard anything.

UNFINISHED BUSINESS -

WIFI Access to resident units –Commissioner Molloy explained this is still under review.

NEW BUSINESS

Action regarding Executive Director Update – Commissioner Molloy had attorney explain how the new Executive Director started on the first day April 1st and she came a second day then resigned. The board tried and couldn't resolve so now the board is looking into a managing agency etc.

REPORTS

Vacancy report for the JHA- Brian reported 1 vacancy and as of April 30th of this month will be filled and back up to 100% percent occupied

Resident Commissioner Update – Kathy reported safety issues such as hygiene issues with odors coming from apartments.

PUBLIC COMMENT-

Joan Koheller - after issues on the weekends with an elderly neighbor alarm, there should be someone whom to call on weekends .

Motion to close the meeting for April 15th first by Commissioner Barbara seconded by Commissioner Kathy meeting closed 10:44a.m.

EXECUTIVE SESSION – Meeting to open executive session at 10:54 a.m. approved first by Commissioner Barbara, Seconded by Commissioner Kathy , there was a vote to move the executive session to a later date when board can meet in person passed 4-0.

Motion to close executive session first by Commissioner Barbara, Seconded by Commissioner Kathy meeting closed 11:02am

Motion to sign and seal the executive session minutes at 11:04am first by Commissioner Barbara second by Coffee motion passed 4-0.

Motion to re-open the JHA public meeting at 11:06am, motion to adjourn the April 15th meeting at 11:10am

JAMESTOWN HOUSING AUTHORITY BOARD OF COMMISSIONERS ZOOM MEETING
Thursday March 25, 2021 10:02am

CALL TO ORDER; ROLL CALL 10:03am

Commissioner Valerie Molloy

Commissioner Barbara Szepatowski

Commissioner Karen Bell

Commissioner Kathy Powers

Also Present, Brian Anthony, Louise Marcus –Esq, Bernie Courtney, Joanne Koehler, Joan Shaffer, Doreen, Kenny Nelson, Nancy Bye, and Beth Hashway

Open Forum Items

- A. What are the requirements to fill the vacant board position?
Chairperson Molly explained how board members are appointed by Jamestown Town Council.

- B. Lifeline Free government Smartphones update
Lifeline free government phones may have the option of providing a WiFi service plans. Residents can research further to see if there are plans available to them.

READING AND APPROVAL OF MINUTES:

January 21, 2021- approved Motion Commissioner Molloy, seconded by Commissioner Szepatowski, approved 4-0.

February 16 2021 –(joint meeting town council) approved Motion Commissioner Molloy, seconded by Commissioner Szepatowski, approved 4-0.

FINANCIALS AND BILLS:

Brian Anthony provided the board with a financial report through February 2021. The JHA shows a positive variance in the amount of \$17,976.00 to date. Maintenance expenses are over budget due to unit turnovers and repairs. Motion to approve the financial as presented by Commissioner Szepatowski, second, Commissioner Bell. Approved 4-0

COMMUNICATIONS –

- A. PH Shortfall Funds Draft Improvement Plan 2/24/2021- Brian Anthony explained that the JHA had been awarded the shortfall funding from HUD in the amount of \$96,432.00. The award is broken into tiers by HUD and funding awarded in three separate installments of \$32,144. The first payment is available immediately. Remaining payments are made available as improvement plan implemented by HUD and the JHA Board meet set milestones. The improvement plan has been provided to the board.

- B. Courtney vs Jamestown Housing Authority 2/25/2021- Louise Marcus explained to the board that a complaint was filed with the AG Office alleging the Agenda for the December 30, 2020 meeting was not posted accordingly. JHA has answered the complaint with documentation. A rebuttal has been filed, awaiting response from AG Office with resolution.
- C. CDBG 2019 AWARD 3/5/2021- Brian Anthony discussed he has received notification from the Town Hall regarding 2019 CDBG funding. The JHA received \$219,000 of CDBG funding for 2019 for improvements/upgrades to second floor unit bathrooms.

UNFINISHED BUSINESS:

- 1. Code of Conduct for Jamestown Housing Authority was distributed to residents on January 26^t 2021. Residents were provided 30 days to submit written responses, concerns, or ideas to the JHA Office for review regarding the Code of Conduct. The office did not receive any responses.
- 2. Mobility Scooters at the Jamestown Housing Authority was distributed to residents on January 26^t 2021. Residents were provided 30 days to submit written responses, concerns, or ideas to the JHA Office for review regarding Mobility Scooters. The office did not receive any responses.
- 3. Pemberton Apartments parking – Due to the lack of parking. Commissioner Szepatowski would like to put together a letter to the town asking for assistance and suggestions regarding paving and additional parking.
- 4. WIFI Access to resident units – After a discussion regarding JHA providing WIFI to resident units, Commissioner Molloy recommends putting of the decision on WIFI until the new Executive Director is on board.

NEW BUSINESS:

Karen Rudd New Executive Director for the Jamestown Housing Authority contract has been signed and her start date is April 1st, 2021. She will be part time

Vacancy Report: 2 Vacancies, both studio apartments. One is schedule for move in April 1, the second will be filled by no later than May 1, 2021.

RESIDENT COMMISSIONER UPDATE: Commissioner Powers – no communications at his time. Commissioner Powers has not received anything in the suggestion box. Would like to bring some ideas to the next meeting.

PUBLIC COMMENT

Kenny Nelson- WIFI access-If JHA provides WIFI access to units, how would that affect residents already paying for WIFI service?

Joanne Koehler- mentioned she has WIFI and shares it with some of her neighbors.

Bernie Courtney- Is CDBG Funding received only for upstairs bathroom repairs?

Bernie Courtney- suggested that the JHA provide a map showing which resident is assigned parking spots, and where that spot is located as there is occasionally confusion regarding the parking.

Kenny Nelson – Are Bathroom upgrades for all units, or just the ones that need it?

Bernie Courtney- What is the status of the lock boxes?

Motion to close meeting by Commissioner Powers, seconded Commissioner Bell.

Meeting adjourned at 10:56 a.m.

No EXECUTIVE SESSION

Next meeting scheduled for Thursday April 15, 2021 @ 10 a.m. via zoom

**Joint meeting with the Jamestown Town Council & JHA
February 16 2021 @ 6:00p.m.**

Attendance:

Louise Marcus attorney for JHA

Valerie Molloy acting chair for JHA

Jamestown Town Council, Town Administrator, Town Clerk, Town Solicitor

The questions had been given in advance to comply with OMA, the questions were verbally asked by individual Council members (because this was a zoom/phone meeting individuals council members are not identified because of uncertainty) and were answered jointly by acting Chair Molloy & Attorney Marcus. The town clerk did mention that the meeting was being recorded.

1. When will the new ED take over, what was the criteria, how did you find her, was the board vote unanimous?

A. 4/1/2021, a NAHRO search & networking, yes, the board voted unanimously.

2. Are there vacancies?

A. Yes, paperwork & refreshing the units are in the process for new move ins.

3. How are they filled?

A. Applications are submitted, paperwork is conducted to ensure eligibility & accurate subsidized rent, then put on a wait list to JHA.

4. How long is the list?

A. Approximately 63 applicants for JHA & 48 for Pemberton Place.

5. Is there a preference for Jamestown residents?

A. No, (and many Housing Authorities) limit 'local preferences' to expand the demographics and diversity.

6. Status of WIFI, do all residents have it?

A. WiFi is provided by JHA to residents in the community room (currently closed due to COVID-19), not provided by JHA in individual units, management did walk the property looking to see if a connection could be made elsewhere, however the only connection was in the courtyard (by the community room) & common laundry room, and that is connected to the community room.

7. Is this something one could get with a phone or cable service?

A. Yes, at some other housing authorities' residents can " bundle" services from various providers that makes it more affordable.

8. Is there a plan to provide it?

A. JHA management has looked into the price for WIFI thru COX the initial cost to set up is \$150. per building/ \$600.total and a monthly fee of \$200. per building(Then a member of the town council suggested JHA could/should provide WIFI with COVID \$\$ Anticipating more \$\$ would become available).

9. Can you use funds described by Ms. O'Brien from HUD?

A. Short answer is yes, Ms. O'Brien said its up to JHA, Public Housing Authorities may use Operating funds, Capital funds, or the Cares Act funds for WIFI but it's up to the board to decide

(Chair Molloy injected that I know that another question will be asked about the boiler...it is vintage 1968 & we need to plan that eventually it will be replaced, with whatever funds we can use).

10. Has JHA received COVID-19 funds?

A. Yes due to our relatively small size we received \$17,607.

11. What were the funds used for?

A. Thru specs provided by Town Council member Mary Meager, the office was retro fitted to function with COVID precautions...the remaining funds can be used thru the remainder of 2021.

12. Status of the boilers and heating at Pemberton apartments?

A. The boilers are original 1968 American Standard, JHA has 2 boilers to ensure heat at all time from Oct. 1st thru May 1st, per RI law...JHA will run the heat before and after these dates if temp falls consistently below 50°

13. The buildings appear in need of painting, is there a plan for that?

A. Not at this time. It can be addressed thru future Capital Fund Program.

14. Did you get CDBG (community development block grant) money? What's the plan for improving bathrooms?

A. We have yet to hear, the plan is to upgrade the 2nd floor bathrooms (focus on shower/tubs)

15. When was the last time the apartments were upgraded? is there a rolling process for that?

A. Following HUD guidelines, units are upgraded for move ins, as needed, & when funds are available.

16. Are the apartments up to code in terms of egress?

A. Yes

17. What is the responsibility for providing handicap access?

A. This is governed by FHA (Fair Housing Act) and Americans with Disabilities Act (ADA)

18. What percentage of apartments must be accessible?

A. 5%, JHA has 2 accessible units, reasonable accommodations requests can be submitted by residents for unit alterations to provide equal housing opportunities.

**The portion of the meeting with JHA, closed at approximately 6:35.
Minutes have been submitted by acting Chair Molloy**

JAMESTOWN HOUSING AUTHORITY BOARD OF COMMISSIONERS
ZOOM MEETING

Thursday January 21, 2021 10:00am

CALL TO ORDER; ROLL CALL 10:03am

Commissioner Valerie Molloy

Commissioner Barbara Szepatowski

Commissioner Karen Bell

Commissioner Kathy Powers

Also Present, Brian Anthony, Louise Marcus –Esq, Robert Counihan, Bernie Courtney, Joanne Koehler, Joan Shaffer, Doreen Dell, and Beth Hashway

Open Forum Items

How many mobility scooters is a resident allowed to have? The process for a Mobility Scooter is a Reasonable Accommodation Request. The default answer would be 1, unless otherwise stated in the Reasonable Accommodation Request

How many Residents have seen the code of conduct and isn't the lease a code of conduct? No residents saw the Code of Conduct prior to the boards vote and approval. A secure suggestion box was located in the Pemberton Apartments laundry room for resident input and suggestions. The lease does outline the Rules and Behaviors expected at the JHA. The code of Conduct strengthens and specifies these rules. The JHA will redistribute the written notices for Mobility scooters and Code of Conduct and allow residents to provide written feedback or suggestions to the JHA office within 30 days of the posting. The feedback/suggestions may be taken into consideration.

Has the JHA looked any further into WIFI for resident units with Cares Act Funding? Cox Communications has been contacted and will provided estimate for scope of services needed, install, and monthly expenses to provided WIFI Access to all resident

apartments. CARES act funding can be used to provide WIFI services, but are not obligated. If the JHA Board believes WIFI service is a proper use of funds the issue can be voted and approved at a future board meeting.

READING AND APPROVAL OF MINUTES:

December 17, 2020 meeting minutes approved Motion Commissioner Szepatowski, seconded by Commissioner Bell approved 4-0.

December 30, 2020 meetings minutes –the Board was unable to meet quorum with the members in attendance at the Jan 21 meeting. Unofficial Minutes Motion Commissioner Szepatowski, seconded by Commissioner Bell 2-0-2 (no present)

FINANCIALS AND BILLS: Robert Counihan provided the board with a financial report through December 2020. All expenses are below budget at this time; however, the utilities are expected to catch up as we continue through the winter months. The JHA shows a positive variance in the amount of \$12,036.00. Robert reported that the agency appears to be in good shape and would recommend staying with the budget and we continue to move through the year. Motion Commissioner Szepatowski, second, Commissioner Powers Approved 4-0

COMMUNICATIONS – None

UNFINISHED BUSINESS:

Executive Director Update- The JHA is in the process to getting the final contract/paperwork signed with Karen Rudd for the Executive

Director position. Commissioner Molloy mentioned she had spoken with the new director who was very excited to be working with JHA.

Code of Conduct Distribution. Brian Anthony reported the Code of Conduct for Jamestown Housing Authority was distributed to all unit doors on December 30, 2020.

Mobility Scooters- Brian Anthony reported the Mobility Scooters information was hand delivered to all unit doors and common laundry room on December 30, 2020

Lock Boxes- The JHA has the lock boxes in stock, but have yet to be installed in buildings

NEW BUSINESS:

SF-424- Brian reported the SF-424 form to receive annual funding through the Operating Fund had been submitted. The form was due on January 15, 2021. The estimated amount for the 2021 operating fund is \$118,000.00.

Parking at Pemberton Apartments: Brian reported there are 17 designated parking spaces in the 35-unit complex. During foul weather the residents of the JHA have historically parked their vehicle temporarily on the property in front of A/B building, closet to the sidewalks on Watson Ave.

JHA restructure of the Board-Louse Marcus reported the JHA By Laws state when the chair is absent, the Vice Chair assumes the role of chair. The board discussed the need for a vote to restructure. The board agreed to remain status quo until the town appoints the vacant board seat, and the new Executive Director is hired.

Vacancy Report- Brian reported 4 vacancies at the JHA. Move in paperwork is in the process for units and hoping to fill them as soon as possible.

RESIDENT COMMISSIONER UPDATE: Commissioner Powers – not much to offer. Reported receiving a few thank you from residents in regards to the Code of Conduct.

PUBLIC COMMENT –

Bernie Courtney- Discussed mobile phone that the US government provides does not come with WIFI access. Its her understanding there are additional charges for the WIFI usage. Bernie also questioned the commissioners not knowing the parking situation at the apartments when it was discussed at the December 2019 Board meeting. Bernie also claims the past Executive Director brought up the topic in January and February of 2020.

Doreen Dell- Doreen asked what are the requirements to fill the vacant board position.

No EXECUTIVE SESSION

Motion to close meeting: Motion Commissioner Szepatowski, second Commissioner Bell Approved 4-0.

Meeting adjourned at 11:38am.

Next meeting scheduled for March 18, 2021 @ 10:00am

JAMESTOWN ZONING BOARD OF REVIEW

Minutes of the July 27, 2021 Meeting

A regular meeting of the Jamestown Zoning Board of Review was held at the Jamestown Town Hall, 93 Narragansett Avenue. The Chairman called the meeting to order at 7:00 p.m. The clerk called the roll and noted the following members present:

Richard Boren, Chair
Terrence Livingston, Member
Edward Gromada, Member
James King, Member
Judith Bell, 1st Alt.
John Shekarchi, 2nd Alt.
Alex Finkelman, 3rd Alt.

Also present: Jamie Hainsworth, Town Administrator
William L. Moore, Zoning Officer
Wyatt Brochu, Counsel
Brenda Hanna, Stenographer
Pat Westall, Zoning Clerk

MINUTES

Minutes of June 22, 2021

A motion was made by Edward Gromada and seconded by James King to accept the minutes of the June 22, 2021 meeting as presented.

The motion carried by a vote of 5 -0.

Richard Boren, Terence Livingston, Edward Gromada, James King and Judith Bell voted in favor of the motion.

John Shekarchi and Alex Finkelman were not seated and Dean Wagner was absent.

CORRESPONDENCE

A request from Christian Infantolino, Esq. attorney for CMS requesting a continuance to the August meeting awaiting Planning Commission approval.

A motion was made by Terence Livingston and seconded by Edward Gromada to continue for one month the application of CMS to the August 24, 2021 meeting.

The motion carried by a vote of 5 -0.

Richard Boren, Terence Livingston, Edward Gromada, James King and Judith Bell voted in favor of the motion.

John Shekarchi and Alex Finkelman were not seated and Dean Wagner was absent.

The remaining correspondence was in reference to the other items on the agenda.

NEW BUSINESS

King

A motion was made by Edward Gromada and seconded by Terrence Livingston to grant the request of James and Amber King whose property is located at 29 Walcott Avenue, and further identified as Tax Assessor's Plat 9, Lot 293 for a Variance granted under Article 6, Special Use Permits and Variances, Section 600 and 606. This application is made pursuant to the provisions of section 82-302, Table 3-2, District Dimensional Regulations for the R40 Zoning District of the zoning ordinance. The Applicant seeks front yard setback relief of 11.3 feet where 40 feet is required in order to construct a new garage.

This Board has determined that this application does satisfy the requirements of ARTICLE 6, SECTION 600, SECTION 606, and SECTION 607, PARAGRAPH 2.

This Variance is granted with the following restriction:

This project must be constructed in strict accordance with the site and building plans duly approved by this Board.

This motion is based on the following findings of fact:

1. Said property is located in a R-40 zone and contains 24,851 square feet.
2. The driveway is to remain on the High Street side of the property.
3. The hedges are to remain and kept trim on the Walcott Avenue side of the property.
4. The larger shed on the southeast area of the property is to be removed.
5. Kyle Mache, a design engineer, represented the architectural firm.

6. Six abutters wrote letters in support of the matter.

The motion carried by a vote of 5 -0.

Richard Boren, Terence Livingston, Edward Gromada, Judith Bell and John Shekarchi voted in favor of the motion.

Alex Finkelman was not seated and Dean Wagner was absent.

James King recused himself.

Gaynor

A motion was made by Terrence Livingston and seconded by James King to grant the request of Grace D. Gaynor (Trustee), whose property is located at 100 Southwest Ave., and further identified as Assessor's Plat 9, Lot 28 for a variance from Article 3, Section 82-302 entitled "District Dimensional Regulations", Table 3-2 for the Village Special Development District Zones R8, R20, CL & CD authorized by this Ordinance, and Article 6, Section 82-605 entitled "Variances Authorized by this Ordinance" to build a single-family residence, abutting Lot 406, Plat 9, where 10 ft. is required on the north side and 30 ft. on the west side of the property and abutting Lot 806/Plat 9 where 10 ft. is required on the south side.

A variance is also requested from Article 11, entitled "Jamestown Village Special Development District", Section 82-1106 C.3.A-F and Section 82-1107A.

This Board has determined that this application does satisfy the requirements of ARTICLE 6, SECTION 600, SECTION 606, and SECTION 607, PARAGRAPH 2.

This Variance is granted with the following restriction:

This project must be constructed in strict accordance with the site and building plans duly approved by this Board.

This motion is based on the following findings of fact:

1. Said property is located in a R20 zone and contains 14,601 sq. ft.
2. Replacing a 2-story residence with a 1 story residence to live in while they age.
3. Moving the residence back is the cause causing for the requirement for the setbacks, so that they could have a drive around driveway.
4. The house is designed for rear corridor view of the water and placed in an area with the least amount of setbacks required.

5. The house is moved to the rear of the property due to safety concerns of backing out onto Southwest Avenue.
6. If not placed in the particular area, then it would have to be a two-story building and narrower.

The motion carried by a vote of 5 -0.

Richard Boren, Terence Livingston, Edward Gromada, James King and Judith Bell voted in favor of the motion.

John Shekarchi and Alex Finkelman were not seated and Dean Wagner was absent.

J. Beer

A motion was made by James King and seconded by Judith Bell to Grant the request of Jamestown Beer Holdings, LLC, (Okemo Properties, owner), whose property is located at 34 Narragansett Ave., and further identified as Assessor's Plat 8, Lot 453 for a Special Use Permit from Article 3, Section 82-301 Table 3 - 1, VI B and Article 6, Section 82-601 to expand seating for outdoor service and alcohol consumption on rear building patio. To modify previously granted special use permit dated November 28, 2018.

This Board has determined that this application does satisfy the requirements of ARTICLE 6, SECTIONS 600 and 602.

This Special Use Permit is granted based on the with following findings of fact:

1. Said property is located in a CD zone and contains 900 sq. ft.
2. All stipulations of the current licenses will remain in force.
3. They will have 4 to 6 tables to be put away at the close of business.
4. Close of business will be 8:00 in accordance with their current license.
5. Servers will use the side ally way to service patrons.

The motion carried by a vote of 5 -0.

Richard Boren, Terence Livingston, Edward Gromada, James King and Judith Bell voted in favor of the motion.

John Shekarchi and Alex Finkelman were not seated and Dean Wagner was absent.

Waterman

A motion was made by Judith Bell and seconded by Edward Gromada to grant the request of George & Cynthia Waterman, whose property is located at 5 Fox Run, and further identified as Assessor's Plat 9 Lot 824 for a variance from Article 82-302, Table 3-2 Outbuilding Rear Setback, to locate a tool shed approximately 1 foot from the northern property line where 10' is required (145-foot leg, along the un-named paper road), at the north-west corner of the property. Proper setback from the west property line of the adjacent lot, 1 Fox Run (Plat 9, Lot 68) will be met.

This Board has determined that this application does satisfy the requirements of ARTICLE 6, SECTION 600, SECTION 606, and SECTION 607, PARAGRAPH 2.

This Variance is granted with the following restriction:

This project must be constructed in strict accordance with the site and building plans duly approved by this Board.

This motion is based on the following findings of fact:

1. Said property is located in a R8 zone and contains 15025 sq. ft.
2. There were no objections from neighbors.

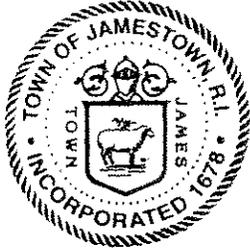
The motion carried by a vote of 5 -0.

Richard Boren, Terence Livingston, Edward Gromada, James King and Judith Bell voted in favor of the motion.

John Shekarchi and Alex Finkelman were not seated and Dean Wagner was absent.

ADJOURNMENT

A motion was made and seconded to adjourn at 8:33 p.m.
The motion carried unanimously.



**Town of Jamestown
Tax Assessor**

**93 Narragansett Avenue
Jamestown, RI 02835**

**Phone: 401-423-9802
Email: cbrochu@jamestownri.net**

To: COUNCIL PRESIDENT BEYE, JAMESTOWN TOWN COUNCIL

From: CHRISTINE BROCHU, JAMESTOWN TAX ASSESSOR

Subject: ABATEMENT OF TAXES FOR THE **SEPTEMBER 7, 2021** MEETING

Please see the attached.

RESPECTFULLY SUBMITTED,

Christine Brochu

CHRISTINE BROCHU
TAX ASSESSOR

Conditions:

District:

Reported Type: All

DATE: 8/31/2021

YEAR	NAME/ADDRESS	COC INFO	ACCOUNT #	NET	TAXES
2021	REED ADAM I ████████████████████	██████████ 08/24/2021	01-0001-96M 01-0001-96M	263 -263	3.79 -3.79
	Pending JAMESTOWN RI 02835-2343	NO BILL UNDER 5 DOLLARS		0	0.00
2021	KALE STEMS LLC ████████████████████	██████████ 08/24/2021	11-0041-64M 11-0041-64M	5,749 -5,749	82.90 -82.90
	Pending NEWPORT RI 02840-2525	CAR TOTALLED 7/29/2019		0	0.00
2021	NORTH MEADOW FARM ████████████████████	██████████ 08/24/2021	01-0004-36M 01-0004-36M	1,573 -1,573	22.68 -22.68
	Pending JAMESTOWN RI 02835-1703	EXEMPT FARM PLATE		0	0.00
2021	WINDMIST FARM ████████████████████	██████████ 08/24/2021	01-0004-27M 01-0004-27M	25,181 -25,181	363.11 -363.11
	Pending JAMESTOWN RI 02835-1653	EXEMPT FARM PLATE		0	0.00
2021	ANDERSON STEPHEN M ████████████████████	██████████ 08/24/2021	01-0357-18M 01-0357-18M	5,063 -5,063	73.01 -73.01
	Pending JAMESTOWN RI 02835-2528	EXEMPT FARM PLATE		0	0.00
2021	HODGKISS FARM ████████████████████	██████████ 08/24/2021	08-0563-00M 08-0563-00M-2	9,206 -9,206	132.75 -132.75
	Pending JAMESTOWN RI 02835-0082	EXEMPT FARM PLATE		0	0.00
2021	WINDMIST FARM LLC ████████████████████	██████████ 08/24/2021	14-0046-00M 14-0046-00M-7	2,777 -2,777	40.04 -40.04
	Pending JAMESTOWN RI 02835-1653	EXEMPT FARM PLATE		0	0.00
2021	WINDMIST FARM LLC ████████████████████	██████████ 08/24/2021	14-0046-00M 14-0046-00M-8	4,219 -4,219	60.84 -60.84
	Pending JAMESTOWN RI 02835-1653	EXEMPT FARM PLATE		0	0.00
2021	BALL JEFFREY A ████████████████████	██████████ 08/27/2021	02-0096-04M 02-0096-04M-2	27,801 -5,131	400.89 -73.99
	Pending NORTH WALES PA 19454-1853	REG. IN PA 10/23/20		22,670	326.90
2021	BALL JILL H ████████████████████	██████████ 08/27/2021	02-0096-04M 02-0096-04M	2,569 -463	37.04 -6.67
	Pending NORTH WALES PA 19454-1853	REG. IN PA 10/27/2020		2,106	30.37
Totals For - 2021 M				-59,625	-859.78
				Total Inc's:	0
				Total Dec's:	-859.78
TOTAL # Of Accts - 10				-59,625	-859.78
				Grand Total Inc's:	0
				Grand Total Dec's:	-859.78

national**grid**

AGREEMENT

FOR

CUSTOMER-OWNED
STREET AND AREA LIGHTING
ATTACHMENTS

BETWEEN

The Narragansett Electric Company
d/b/a National Grid
(COMPANY)

AND

Town of Jamestown
(CUSTOMER)

DATED: April __, 2021

TABLE OF CONTENTS

<u>ARTICLE/DESCRIPTION</u>	<u>PAGE NO.</u>
1.0 DEFINITIONS	5
2.0 SCOPE OF AGREEMENT	7
3.0 ATTACHMENT SPECIFICATIONS	8
4.0 ATTACHMENT LICENSE PROCESS	11
5.0 ATTACHMENT OPERATIONS	14
6.0 FEES, CHARGES AND PAYMENTS	18
7.0 LEGAL REQUIREMENTS	20
8.0 UNAUTHORIZED ATTACHMENTS	20
9.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER	21
10.0 INSURANCE	23
11.0 AUTHORIZATION NOT EXCLUSIVE	25
12.0 ASSIGNMENT OF RIGHTS	25
13.0 FAILURE TO ENFORCE	26
14.0 TERM OF AGREEMENT	26
15.0 TERMINATION OF LICENSE	26
16.0 TERMINATION OF AGREEMENT	27
17.0 REMOVAL RIGHTS	27
18.0 CHOICE OF LAW	28
19.0 SEVERABILITY	28
20.0 NOTICES	28

21.0	ENTIRE AGREEMENT	29
	APPENDIX I	31
	APPENDIX II	33

THIS AGREEMENT FOR CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS ("Agreement"), is made this ____ day of April, 2021, by and between The Narragansett Electric Company, a corporation organized and existing under the laws of Rhode Island, having its principal office at 280 Melrose Street, Providence, Rhode Island, 02907 (hereinafter referred to as the "Company") and the Town of Jamestown, a municipal corporation organized and existing under the laws of Rhode Island, having its principal office at 93 Narragansett Avenue, Jamestown, Rhode Island 02835, (hereinafter referred to as the "Customer").

WITNESSETH

WHEREAS, Customer is a municipal government and shall own, operate and maintain street and area lighting equipment to provide street and area lighting within Customer's jurisdiction; and

WHEREAS, Customer has purchased street and area lighting Facilities attached upon Poles and/or located within Structures pursuant to R.I.G.L. § 39-30-1, *et seq.*, and desires to retain and/or make Attachments upon the Poles (which are either Jointly Owned or solely owned by the Company) or within Structures of Company; and

WHEREAS, Company agrees to permit, to the extent it is legally permitted and/or required, the continued existence and new placement of Attachments upon Poles and/or within Structures in a specified geographic area subject to the terms of this Agreement, provided that such use of the space upon Poles and within Structures will not interfere with Company's service requirements and obligations or the use of the Poles and Structures by others in accordance with R.I.G.L. § 39-30-1, *et seq.*; and

WHEREAS, the Company and Customer agree to minimize or eliminate the applications of Attachments, except those necessary for electrical connection of Customer Facilities, as designated in this Agreement, by separating existing Facilities at the time of any Material Change (as defined below) to establish clear and distinct ownership delineation, electric distribution and lighting system separation and demarcation as well as operations and maintenance independence;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

1.0 DEFINITIONS

Whenever used in this Agreement with initial capitalization, the following terms shall have the following meanings:

"Agreement of Sale" shall mean the agreement pursuant to which Company sold and Customer purchased the Facilities subject to this Agreement.

"Attachment" shall mean (i) the Facilities, including without limitation any luminaire, supporting bracket, and/or wire, conductor, circuitry or other equipment, owned by Customer, existing or proposed to be placed on a Pole and connected to the distribution system at the Connection Point to be used for sole purpose of providing street and/or area lighting, and (ii) the Facilities, including without limitation, any wire, cable, and other hardware, equipment, apparatus, or device, owned by Customer, existing or proposed to exist in or upon Structures connected to the distribution system at the Connection Point for the sole purpose of delivering electrical energy to Customer owned luminaire(s) used to provide street and/or area lighting within Town of Jamestown.

"Conduit" shall mean a Structure containing one or more Ducts.

"Company Requirements" shall mean the Company's policies, procedures, practices, guidelines and standards which the Company has made available to the Customer.

"Connection Point" shall mean where the Attachment is energized from the Electric Distribution System.

"Duct" shall mean a single enclosed raceway or pipe in which wires or cables are enclosed.

"Electric Distribution System" shall mean the overhead and underground infrastructure owned by the Company which includes, but is not limited to, circuitry, structures and equipment to support the delivery of energy between 120v and 34.5 kV.

"Facility" or "Facilities" shall mean components or equipment owned by the Customer which were either purchased from the Company or are proposed by the Customer having the sole purpose and function to provide outdoor illumination of streets or areas including the associated support infrastructure and electrical circuitry compliant with applicable regulations, codes or policies.

"Field/Office Survey" shall mean the Company's on-site audit and/or office asset/mapping record review of each individual Pole and/or Structure upon or within which the Customer proposes to (i) make a new Attachment(s), (ii) relocate an existing Attachment(s), or (iii) materially change an existing Attachment, in accordance with this Agreement to evaluate the structural, electrical, operational and safety requirements including ingress or egress conditions to be in compliance with applicable laws, regulations, codes and Company Requirements.

"Identification Labels" shall mean markings, tags, decals, signage or other displays that indicate ownership, location or asset reference and functional attributes of the Facilities.

"Joint Owner" shall mean a person, firm, or corporation sharing an ownership interest in a Pole, Structure and/or related ancillary equipment with Company.

"Joint User" shall mean any other utility, excluding the Customer, which shall now or hereafter have established the right to use specific Poles and/or Structures.

"Make-Ready Work" shall mean the work to be performed by the Company, identified through the Field/Office Survey, required to safely accommodate Customer's proposed actions for the Attachments.

"Material Change", "Materially Change" or "Materially Changed" shall mean any alteration, modification or replacement made to the existing Facilities that changes its characteristics associated with the licensed specifications or description, mode of operation or maintenance, physical attributes, use of Poles and/or Structures by Company or Other Customers, attributes related to billing, and/or financial reporting considered as a capital investment.

"OSHA" shall mean the Occupational Safety and Health Act, 29 CFR 1910.269, as it may be amended from time to time as administered by the Occupational Safety and Health Administration within the U.S. Department of Labor.

"Other Customer" shall mean any entity, excluding Customer and any Joint User, to whom or which the Company has granted, or hereafter grants, the right or license of attaching equipment or facilities upon Poles and/or within Structures.

"Pole" shall mean any vertically oriented utility structure constructed predominately of treated wood, including metal, composites and concrete used to support electrical conductors and other utility equipment necessary to facilitate the operation of an Electric Distribution System owned by Company and used for Attachments.

"PUC" shall mean the Rhode Island Public Utilities Commission.

"Qualified Electrical Worker" shall mean any worker, electrical worker, contractor or other designated individual having successfully achieved a specified minimum level of training and/or experience including, but not limited to all applicable federal, state, and local work rules and Company Requirements, including compliance with OSHA 29 CFR 1910.269 as it may be amended from time to time.

"Removal Rights" shall refer to the rights pursuant to this Agreement or to applicable laws granting Company certain legal rights and/or recourse to request or perform the removal of certain Attachments.

"Structure" or "Structures" shall mean, but not be limited to, the Ducts, Conduits, vaults, manholes, handholes, foundations, standards and other utility equipment or infrastructure necessary to facilitate the operation of an underground Electric Distribution System or underground sourced street and/or area light(s) owned by Company and used for Attachments.

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Company hereby provides to Customer, revocable, nonexclusive licenses authorizing Attachments to Poles and/or within Structures within the jurisdiction of the Customer, for the purpose of providing street and/or area lighting as described in this Agreement. The license(s) shall;

- (i) authorize the Customer to utilize a space, point, area or location on a Pole or within a Structure for an Attachment as designated and specified by the Company,
- (ii) provide definition of individual Facilities through the designation of a unique identification reference,
- (iii) utilize the identification reference as the individual license reference, and
- (iv) represent Facilities for the purpose of inventory and billing administration.

This Agreement shall govern with respect to licenses issued to Customer's existing or future Attachments. The application for licenses or listing of current licenses shall be in the form attached hereto as APPENDIX II, Form A-1 (Application for Street and Area Lighting Attachment License) and A-2 (Application for Street and Area Lighting Attachment License Detail), respectively.

2.2 No use, however extended, of Poles and Structures or the payment of any fees or charges by Customer as required by R.I.G.L. § 39-30-1, *et seq.* or under this Agreement shall create or vest in Customer any ownership or property rights in such Poles and Structures. Customer's rights herein shall be and remain a license.

2.3 Nothing contained in this Agreement shall be construed to compel Company to construct, retain, extend, place or maintain any Pole or Structure or other facilities not needed for Company's own service requirements. In the event the Company is the sole owner of a Pole, and no longer requires the use of such Pole, and the Customer has been notified to remove its Attachment, the Customer may request to purchase the Pole from the Company and the Company hereby agrees to sell its interest in such Pole for its unamortized balance of the original installation cost. In the event the Company jointly owns a pole, and Company and Joint Owner no longer require the use of such pole, and the Customer has been notified to remove its Attachment, the Customer may request to purchase the pole from the Company and Company hereby agrees to sell its interest in such pole, for its unamortized balance of the original installation cost, provided that either: (a) the Customer provides Company with evidence that Customer has purchased or will concurrently purchase the Joint Owner's interest in such Pole, or (b) the Customer provides Company notice of Joint Owner's written consent to Company's sale of Company's interest in such pole.

2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Company with respect to its obligation to provide electric

distribution service to Attachments pursuant to Company's tariffs, or to any agreement(s) and arrangement(s) that Company has heretofore entered into or may in the future enter into with Other Customers, not party to this Agreement, regarding the Poles and Structures. The rights of the Customer shall at all times be subject to any such existing and future agreement(s) or arrangement(s) between Company and any Joint Owner(s), Joint User(s) or Other Customers of Poles and/or Structures. Nothing contained in this Agreement shall be construed to grant, and Company makes no representations or warranties with respect to, and is not purporting to provide, any third party or Joint Owner attachment rights, licenses or consents for or in connection with the Attachments.

2.5 The Company shall assign to Customer the non-exclusive right, in common with the Company and others entitled thereto, to maintain and operate the Facilities purchased from the Company pursuant to R.I.G.L. § 39-30-1, *et seq.* under any existing easement, license, grant of location or other agreement associated with such Facilities, to the extent assignable and allowed by such easements, licenses, grants of location or other agreements without any warranties or representations whatsoever. Customer is solely responsible to verify and confirm that it has the necessary rights pursuant to the assignment in this Section, and to obtain from the necessary parties the necessary and appropriate attachment rights, including, without limitation, obtaining rights from the owners or Joint Owners of the applicable Poles, Structures or other assets to which the Attachments are or will be attached.

2.6 Nothing contained in this Agreement shall be construed to grant any rights to Customer to include any wired or wireless hardware, equipment, apparatus, or device that is not a functional part of any Attachment authorized by Company under the terms of this Agreement. Any request made by the Customer to the Company for rights to attach facilities or equipment other than the Facilities or proposed Attachments shall be authorized by Company under the terms of a separate agreement.

2.7 No license granted under this Agreement shall extend to any Poles and/or Structures where the placement of Attachments would result in a forfeiture of the rights of Company or Joint Users, Other Customers, or all, to occupy the property on which such Poles and Structures are located. If placement of Customer's Attachments would result in a forfeiture of the rights of Company or Joint Users, Other Customer, or both, to occupy such property, Customer agrees to remove its Attachments forthwith; and Customer agrees to pay Company or Joint Users, Other Customers, or both, all losses, damages, and costs incurred as a result thereof.

3.0 ATTACHMENT REQUIREMENTS

3.1 Specifications

3.1.1 All Attachments and all related operation and maintenance functions

performed by the Customer or its contractor(s) or agents(s) shall comply with this Agreement and the requirements under Article 7.0.

3.1.2 In the event that Customer seeks to convert, replace or otherwise use a lighting or illumination source other than those provided in Company's applicable tariff, or operate such Facilities in a manner other than as stated in Company's applicable tariff ("Non-Compliant Facilities"), Company shall be under no obligation to permit or provide service to such Non-Compliant Facilities. Should Company elect, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement shall be executed, and such agreement shall be subject to applicable regulatory consent or approval prior to application.

3.1.3 In the event the Company, in its sole reasonable judgment, determines that an Attachment does not comply with the provisions of this Agreement and that the existing physical and/or operational conditions of such Attachment is an emergency, threatens the safety of persons or property of third parties or the Company, and/or interferes with the Electric Distribution System or performance of Company's or others' service obligations, within fifteen (15) days following written notification by the Company as required under Article 15.0. Customer shall, at its sole cost and expense, remedy the condition which may include, but not be limited to, the relocation, reorientation, transfer or de-energizing of the Attachment as deemed acceptable by the Company, and, upon completion, provide written notification to the Company specifying the remedy action taken.

3.1.4 Company may, upon fifteen (15) days written notice to Customer and the unsuccessful implementation of other remedies or the continued operation of the Attachment, as stated in Article 15.0, proceed to exercise its Removal Rights in accordance Article 17.0. In such case, the Company may take timely action to remove the Attachment(s) or perform such other work as determined necessary or advisable in the sole discretion of the Company to alleviate the non-conformance or emergency condition(s). All work performed by the Company shall be at the cost and expense of the Customer and without any liability incurred by the Company to Customer for loss of service and/or damage or injury to Attachments without prior notice, written or otherwise to Customer.

3.1.5 Customer acknowledges that the unmetered service provided to Facilities under appropriate tariffs is only applicable to Customers and, therefore, only permits Facilities within an underground residential distribution (URD) area, as designated by the Company, to be placed on a Customer's bill account as opposed to the Facilities placed on a bill account in the name of a developer, association or other third party.

3.2 Electrical System Ownership, Separation and Disconnection

3.2.1 The Company owns the Electric Distribution System including the Connection Point and the Customer shall own the street and area lighting equipment from the

Connection Point to the applicable luminaire. To the extent there is any uncertainty, conflict or unique circumstance with respect to ownership or the Connection Point, the Company shall, in its sole discretion, determine the applicable ownership demarcation point with respect to Facilities and Electric Distribution System equipment.

3.2.2 Customer shall install within Attachment circuitry a Company approved physical disconnect device to function as a means of electrical separation between Company's and Customer's electrical systems. An "in-line fuse" assembly or other form of disconnect device may also provide a level of electrical system protection. The disconnect device shall be located as close in proximity to the energizing source or Connection Point as feasibly practical and be readily accessible to both Company and Customer. The disconnect device shall, at a minimum, create separation of the Customer's energized conductor, however, the Company recommends a dual pole disconnect device to create separation of the Customer's energized circuit. The installation of these disconnect devices by the Customer shall occur during each application of circuit maintenance, circuit or other Material Change and/or prior to each Company connection or reconnection. All existing Attachments shall be so equipped within ten (10) years following execution of this Agreement.

3.2.3 Joint use of Duct by Customer for new Facilities shall not be permitted. Such facilities (i.e. street lighting cables) and other systems (i.e. wired fire alarm monitoring, traffic control, or surveillance systems) must exist prior to this Agreement.

3.2.4 The installation of Facilities such as splice boxes and coiled cables within Structures is discouraged but may be permitted provided that the Customer obtains written specific authorization from the Company and such Facilities are compliant with Article 5.0. Where splice boxes are allowed by the Company, cable slack shall be installed by the Customer to allow the Facility to be lifted clear of the Structure to allow for Company or other facility maintenance and splicing.

3.3 Facility Labels

3.3.1 Customer shall remove, or otherwise permanently cover or mask all existing labeling designations of Company ownership found on any Facilities, and shall place, or request to be placed by Company as Make-Ready Work, ownership Identification Labels as set forth under APPENDIX II, Form E (Identification of Ownership Labels) on Facilities. This ownership labeling shall include, but not be limited to, cables located within or in close proximity to Structures and Customer handholes containing circuit disconnect devices. Attachments that exist upon Poles and/or within Structures as of the date of this Agreement are to have ownership Identification Labels installed at such time when maintenance, repair, replacement, relocation or a Material Change of such Attachment is performed but not to exceed a period of ten (10) years.

3.3.2 For the identification of the type of light source and associated wattage,

or lumen output, Customer shall maintain applicable National Electric Manufacturers Association (NEMA) or other industry standard labeling upon each luminaire, in a clear and legible condition.

3.3.3 Customer shall utilize and preserve an appropriate means of individual Attachment location identification (i.e. numbering system) to maintain a unique reference which shall be clear, legible, comprehensive and visible from the street side of the Facilities. Customer may choose to use the pre-existing Company location numbering system. At the end of each calendar quarter, the Customer shall provide to the Company an inventory list that identifies any Facilities on which a new identification reference per luminaire location has been assigned and its corresponding street address.

4.0 ATTACHMENT LICENSE PROCESS

4.1 License Application

4.1.1 The Customer shall provide Company a written notification of all proposed actions including, but not limited to, installation, replacement, reorientation, relocation, Material Changes or removal associated with the proposed or existing Attachment(s) utilizing the forms in APPENDIX II, Forms A-1 (Application for Street and Area Lighting Attachment License) and A-2 (Application for Street and Area Lighting Attachment License Detail). The Company shall perform an assessment and provide a response to the application based upon the proposed action(s), description and engineering/construction detail provided.

4.1.2 Proposed new underground sourced Attachments or modifications of existing Attachments for the purpose of Material Change of the Facilities, within or upon Structures will not be authorized. Only applications for electrical connection(s) associated with new or Materially Changed Facilities external of underground Structures will be considered. Authorized Attachments will comply with designated Company standards to facilitate appropriate ingress/egress of Facilities to Structures and assure compatibility of Facilities for the purpose of connections to Electric Distribution System.

4.1.3 The Company will make commercially reasonable efforts to accommodate Customer's request for a Street and Area Lighting Attachment License. However, Company may, in its sole discretion, refuse to grant a Street and Area Lighting Attachment License or refuse authorization for the relocation, reconfiguration, Material Change or replacement of existing Attachments when Company reasonably determines that conditions including, but not limited to, the following exist:

- (i) The proposed Attachment threatens the safe operation of Electric Distribution System,
- (ii) Pole or Structure may not be replaced by the Company to accommodate Customer's proposed Attachment,

- (iii) The existing Facilities on the Pole or within the Structure may not be rearranged to accommodate the proposed Attachment changes, or
- (iv) The proposed Attachments will negatively impact other customer services provided by Company.

The list of above-mentioned conditions is not an exhaustive list and other conditions may exist that would require Company to refuse to grant a license.

4.2 Field/Office Survey

4.2.1 For each Pole and/or Structure upon or within which the Customer requests a new Attachment requiring an electrical connection or the reconfiguration, relocation, Material Change or replacement of an existing Attachment, the Company will determine if a Field/Office Survey is required. The Field/Office Survey shall identify the required work, if any, that is necessary to facilitate the electrical connection and determine whether or not the Pole or Structure is adequate to accommodate the requested Attachment. The Company shall provide the Customer with a Field/Office Survey cost estimate representing all anticipated costs. Company shall perform the Field/Office Survey(s) following receipt of the Customer's written authorization and advance payment of the estimated total cost specified by the Company in accordance with Article 6.0

4.2.2 A Field/Office Survey may not be required if Customer proposes a new, in-kind replacement of an existing Facility having the same physical and operational characteristics and is to be installed in the same location and orientation as the existing Facility.

4.2.3 Company shall specify the space, point, area or location to be utilized by the Customer for an Attachment on a Pole or within a Structure including the point of entry for the circuitry of the Attachment to reach the Connection Point.

4.2.4 A Field/Office Survey will identify existing Facilities within underground Structure(s) which may be required to be removed from within a Structure(s) and relocated external of the Structure(s) as a result of the proposed Attachment.

4.3 Make-Ready

4.3.1 In the event that a Pole or Structure is determined from the Field/Office Survey to be physically inadequate or otherwise requires the reconfiguration of the existing equipment of Electric Distribution System or other attachment facilities, the Company will indicate on the Authorization for Make-Ready Work (APPENDIX II, Form B-2) the cost of the required Make-Ready Work and forward such completed authorization form to the Customer.

4.3.2 The required Make-Ready Work will be scheduled and performed following receipt by Company of the executed Authorization for Make-Ready Work (APPENDIX II, Form B-2) and Customer's advance payment in the estimated amount specified by the Company.

Customer shall pay Company for all Make-Ready Work in accordance with Article 6.0. Customer shall also reimburse the owner(s) of other facility attachment(s) upon the Pole or within the Structure for any expense incurred by such owner(s) associated with the transfer or rearrangement of the attachments of such owners in order to accommodate the installation, reconfiguration or removal of the Attachment(s). Upon completion of the Make-Ready Work, Customer shall not be entitled to reimbursement of any amounts paid to Company for Pole and/or Structure replacements, capacity upgrades, or for the reconfiguration or rearrangement of other attachment(s) upon Poles or within Structures by reason of the use by Company or other authorized user(s) of any additional space or structural capacity resulting from such replacement, reconfiguration or rearrangement.

4.3.3 If Company or Joint Owner needs to attach additional facilities or make changes to existing facilities in any Structures within which Customer has Facilities attached, Customer agrees to be responsible to perform and incur all costs to either (i) reconfigure its Attachment(s) in the Structure(s) as determined by the Company, or (ii) transfer its Attachment(s) to a designated Customer structure(s) so that the additional facilities of Company may be attached. When such reconfiguration or transfer is required to facilitate additional attachments of Company, Customer shall assume the expense of such reconfiguration or transfer. This paragraph applies to circumstances under which: (i) an agency of government, whether local, state or federal, requires the removal, relocation, or modification of a Structure affecting Attachment or (ii) a Structure must be repaired or replaced for any reason, including such repair or replacement to accommodate Company's additional attachments.

4.3.4 Company shall use commercially reasonable efforts to perform all Make-Ready Work to accommodate Customer's proposed Attachments as a part of its normal, scheduled workload.

4.3.5 When reconfiguration, transfer or removal of Attachments is required to facilitate attachments of Other Customers or third parties upon Poles or within Structures, Customer shall be responsible for the expenses of such reconfiguration, transfer or removal. Customer has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Attachments from such Other Customer(s) or third party(ies).

4.4 Issuance of License

4.4.1 Company shall authorize the applicable Street and Area Lighting Attachment License(s), attached as APPENDIX II, Form A-1 hereto, simultaneously with the execution of this Agreement for Facilities purchased by Customer from Company.

4.4.2 Prior to the placement, relocation, or Material Change by Customer of any Attachment upon any Pole or within a Structure, Customer shall make application for and have received a license from Company in the form of APPENDIX II, Forms A-1 (Application for

Street and Area Lighting Attachment License) and A-2 (Application for Street and Area Lighting Attachment License Detail).

4.4.3 For the Company to provide the Attachment license(s) and to maintain quality assurance of associated billing records, Customer shall issue to Company within fifteen (15) days following the beginning of each calendar year a complete and detailed listing of all Facilities in-service as of December 31st of the preceding calendar year. The minimum detail to be provided shall meet the requirements designated for the Application for Street and Area Lighting Attachment License and Application for Street and Area Lighting Attachment License Detail (as defined in APPENDIX II, Forms A-1, A-2).

4.4.4 The Company may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the Customer. To the extent there are any differences between the Customer's list of Facilities and the Company's list of Attachments which cannot be reconciled to the satisfaction of the Company, such differences shall be resolved through compliance with the terms and conditions of this Agreement, applicable tariffs and/or statutes.

5.0 ATTACHMENT OPERATIONS

5.1 General

5.1.1 Customer shall, at its own expense and in accordance with the terms and conditions set forth in this Agreement, construct and maintain its Attachments upon Poles and/or within Structures safely, in compliance with this Agreement and in a manner that does not (i) interfere with Company's operation of its Electric Distribution System; (ii) conflict with the use of Poles and/or Structures by Company or by any authorized user of Poles and/or Structures; or (iii) electrically interfere with any of the Company's facilities attached thereon or therein.

5.1.2 Unless otherwise stated herein, Customer shall provide specific written authorization for Company to perform construction, maintenance, repairs, reconfiguration, relocation, connection/disconnection or removal of Customer's Attachments upon Poles or within Structures as may appropriately apply in accordance with Articles 3.0, 4.0 and 5.0 of this Agreement.

5.1.3 All Attachment work performed upon Poles or within Structures by the Customer and its contractors or agents shall be performed by a Qualified Electrical Worker. Customer is required to execute the Acknowledgement For The Use of Qualified Electrical Worker (as set forth in APPENDIX II, Form G) to affirm that any person(s) under contract with and/or the direction of the Customer and performing the installation, maintenance, and/or removal of Attachments upon Poles or within Structures is/are qualified to perform such work in accordance with the requirements of OSHA and Articles 3.0, 4.0, 5.0 and 7.0 of this Agreement and ensuring completion and documentation of any required training, except where such work is

performed by Company.

5.1.4 In the event the Customer cannot confirm that its employee, contractor and/or agent performing work on its behalf is a Qualified Electrical Worker in accordance with this Article, the Customer is required to comply with appropriate electrical clearance distances and only perform work on the Attachments in a de-energized condition. If a disconnect device is not installed, the Customer is to schedule a disconnect service request with the Company prior to performing any Attachment work. Following the completion of the work, the Customer is to schedule a connection service request with the Company to re-energize the Attachment.

5.1.5 Customer and its employees, contractors, agents or any persons acting on Customers behalf are prohibited from, have no authority to, and shall not permit, or cause any third party to, access or ingress any of the Company's enclosed or underground primary or secondary Electric Distribution System Structures, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears unless such access or ingress is under the direct supervision of the Company.

5.1.6 The Customer and its employees, contractors, agents or any persons acting on Customers behalf shall comply with all applicable requirements (legal and otherwise) as stated under Article 7.0 when accessing any overhead infrastructure of the Electric Distribution System. If the Customer needs access or ingress to any of the Company's underground or overhead infrastructure of the Electric Distribution System, the Customer shall make advance written request to the Company. The Company shall provide required support, and/or perform the necessary work following its normal work order scheduling protocol, provided, that, the Company determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable codes and Agreements. The Customer further agrees to compensate Company for all actual cost and expenses for the work performed by the Company associated with each Attachment consistent with and inclusive of the charges or fees as set forth in this Agreement and/or as defined in the applicable tariffs.

5.1.7 Any materials removed, or caused to be removed, as part of or from within the Structures by Company on behalf of the Customer shall be managed, tested, treated, transported, stored and disposed of by Company in accordance with applicable rules, regulations or statutes at Customer's sole cost and expense.

5.1.8 Customer and its employees, contractors, agents or any persons acting on Customers behalf shall not perform or make any connections (permanent or temporary) to, disconnections from, or in any way handle, tamper or interfere with, or otherwise disrupt, the Electric Distribution System or any other facilities of the Company, in whole or in part, nor shall the Customer permit or cause any third party (including without limitation, Customer's agent or contractor) to do so. The Company shall be the sole party with authority to perform or make any and all (permanent and temporary) connections to or disconnections from the Electric Distribution

System or other facilities for the purpose of providing electric service to the Facilities. If and to the extent the Customer has a need for a connection or disconnection associated with the Electric Distribution System or assets, the Customer shall contact the Company by making a connection/disconnection request through normal customer contact channels and Company shall make the necessary connection/disconnection, provided, that the Company determines, in its sole discretion, that such connection is appropriate under the terms of applicable codes, standards, laws, regulations and Company's practices and policies.

5.1.9 All tree trimming necessary to accommodate initial construction, reconstruction, relocation, or Facility Material Change of Customer's proposed Attachments at the time of such installation, provided that the owner(s) of such tree(s) and all other governing authorities grant permission to Customer, shall be performed by qualified contractors approved by Company and Customer, at the sole cost and expense of Customer, but at the direction of Company. All tree trimming made necessary to accommodate prospective maintenance and operation including, but not limited to, the functional performance, lumen output or illumination orientation shall be performed by Customer or Customer's qualified contractor provided appropriate approvals have been granted by the owner(s) of the tree(s) and all other governing authorities. The portion of the tree(s) to be impacted by trimming shall only be within a radial distance of three (3) feet of the luminaire extending below a horizontal plane established from the highest vertical point of the luminaire unless such area is within specified clearance distances of the Electric Distribution System or transmission system as designated by Company and/or other governing authorities.

5.2 Maintenance

5.2.1 Customer shall be responsible for its own underground cable locating and for any participation in the appropriate "call before you dig" association responsible for providing one-call notifications within the Customer's operating service area. This is an independent association which, in compliance with federal, state and local requirements, facilitates the location identification of underground utility infrastructure through a notification/communication process between excavators and underground facility owners. The contact information for a specific geographic area within the United States can be obtained by calling 811 nationally. At the time of this Agreement, Dig Safe System, Inc. is this association.

5.2.2 Customer shall participate, at its sole expense, in any forum, group or organization and utilize any designated common information management system established to facilitate communications, priority, schedule and any other functions necessary to manage, locate or identify the attachment facilities and actions of all customers and other facility owner(s) which are in conjunction with or may have an impact upon an Attachment. This includes, but is not limited to, the coordination of transferring Facilities when Poles have been replaced requiring

Company or Joint Owners, Customer, Joint Users and Other Customers to relocate their attachments. At the time of this Agreement, the system in use is National Joint Use Notification System.

5.2.3 Customer may (or may explicitly authorize Company, its employees or third parties acting on Customer's behalf to) access or enter Company's Structures for the purpose of asset verification, inventory, inspection and/or other engineering or asset management functions provided that the Customer provides reasonable advanced notice to the Company to accommodate all aspects of scheduling. A representative of Company shall be present and all parties are to be properly qualified and outfitted for the physical, environmental and electrical conditions to be encountered. Where Customer has been granted access as provided above, the Company may halt Customer's activities if Customer's activities threaten the safety of any person(s), property of third parties or of the Company and/or the integrity or reliability of Electrical Distribution System.

5.3 Removal from Joint-Use Infrastructure

5.3.1 For the Facilities acquired by the Customer pursuant to R.I.G.L. § 39-30-1, *et seq.* that are an integrated part of the Electric Distribution System ("Coexisting Facilities"), such Facilities shall be physically separated from the Electric Distribution System equipment, except for those attachment applications compliant with established codes, standards, policies and procedures. Coexisting Facilities are currently installed or otherwise coexist, in whole or in part, on or within conduit, ducts, vaults, or other Structures ("Joint-Use Structures"). As such Coexisting Facilities will not be separated from the Joint-Use Structures prior to the closing date of the Agreement of Sale between the parties hereto. Following the closing date, the Coexisting Facilities and/or the Joint-Use Structures may, from time to time, require change or replacement at which time the Customer shall physically separates the Facility(ies) from the Electric Distribution System.

5.3.2 If Company elects, in its sole discretion, to modify/change or replace any Joint-Use Structure, including, without limitation, to upgrade such Joint-Use Structure or associated Company equipment, Company shall provide Customer with written notice of such work and Customer agrees to separate and relocate the Customer's Coexisting Facilities associated with such Joint-Use Structure within six (6) months following the date of the Company's written notice, at Customer's expense and in compliance with all applicable laws, rules, regulations, codes and standards, as if such Coexisting Facilities were new Facilities. The Company's notice shall be provided within a reasonable period of time after commencing such work and provide a brief description of the separation or relocation that will be required with respect to the Coexisting Facilities.

5.3.3 In the course of daily operation or maintenance, should an existing underground Facility require relocation or other Material Change, the Facility is to be relocated outside the Structure and the existing license is to be modified or terminated. The Customer is responsible for the construction of the proposed relocated Facility and the removal of existing Facility outside of the Structure where applicable. For Attachments within Structures or co-existing within a singular common Structure which is also utilized by the Electric Distribution System, the provisions of Articles 3.0, 4.0 and 17.0 shall apply to all work proposed or planned and may be performed by Company at Customer's expense.

5.4 Inspection of Attachments

5.4.1 Company reserves the right, at its sole discretion, to make inspections of any part of Attachments, at any time, without notice to Customer, at Company's own expense.

5.4.2 Company reserves the right, at its sole discretion, to make inspections of any part of Attachments, at Customer's expense, if the inspection performed pursuant to Section 5.4.1 supra reveals any of the following:

- (i) No license has been issued by Company for the Attachment pursuant to Article 4.0 *supra*,
- (ii) Discrepancy in type, style or size of installed Attachment as compared with Company's records, or
- (iii) Any situation creating a safety-related emergency or any condition that prevents safe access to any facilities installed upon Pole(s) and/or within Structures.

5.4.3 Any charge imposed by Company for such inspections shall be in addition to any other sums due and payable by Customer under this Agreement. No act or failure to act by Company with regard to the charge or any unauthorized use by Customer shall be deemed as ratification or the authorization of the unauthorized use. If any license should subsequently be issued, the license shall not operate retroactively nor constitute a waiver by Company of any of its rights or privileges under this Agreement or otherwise.

6.0 FEES, CHARGES AND PAYMENTS

6.1 Customer shall pay to Company the fees and charges in conjunction with each requested Attachment license(s), as calculated in accordance with appropriate federal and/or state rules and regulations, as specified in applicable tariffs, or in accordance with the terms and conditions of APPENDIX I, attached hereto and incorporated herein by reference to Articles 3.0, 4.0, and 5.0 and APPENDIX II, Forms B-1 and B-2.

6.2 Nonpayment by the Customer of any work the Customer authorized and performed by Company for the Customer and the corresponding amount due under this

Agreement shall constitute a default of this Agreement, and Company may exercise all of its rights and remedies under this Agreement including, but not limited to, termination under Article 16.0.

6.3 Company may change the amount of fees and charges specified in APPENDIX I, Schedule of Fees and Charges by giving Customer no fewer than sixty (60) days written notice prior to the date the change becomes effective or as otherwise approved and made effective by the PUC. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement at the end of such sixty (60) day notice period if the change in fees and charges are not acceptable to Customer, provided that Customer gives Company no fewer than thirty (30) days written notice of its election to terminate this Agreement prior to the end of such sixty (60) day period. Upon termination of the Agreement, the Customer shall be responsible for the removal of all Attachments unless otherwise specified in accordance with and to the extent authorized by Article 16.0.

6.4 The Company's performance of the required Field/Office Survey, as authorized by the Customer in compliance with Section 4.2, is contingent on the Customer making advance payment to Company in the amount specified by Company. Such specified amount shall be an estimate sufficient to cover Company's fully loaded costs to perform and complete the required Field/Office Survey. The estimated amount shall include the standard Field/Office Survey charge as found in APPENDIX I, Schedule of Fees and Charges and any other required ancillary service costs incurred in the performance of the Field/Office Survey. The estimated ancillary service costs shall include, but not be limited to, applicable permits, work zone and police detail protection and other safety and environmental functions which shall be required to perform the Field/Office Survey at a specific location. The parties agree that upon completion of the Field/Office Survey by Company, no adjustment of the Field/Office Survey costs paid by Customer shall be made to reflect Company's actual costs to perform the Field/Office Survey, whether or not Company's actual costs are more or less than the estimated costs paid by Customer. The current standard charge assessed to Customer and all Other Customers for the Field/Office Survey can be found in APPENDIX I, Schedule of Fees and Charges and is based on Company's current estimated cost to perform and complete the Field/Office Survey. Company reserves the right to change such standard Field/Office Survey charge assessed to Customer and all Other Customers from time to time and to provide written notice as stated in Section 6.3.

6.5 The Company's performance of the specified Make-Ready Work as authorized by the Customer in compliance with Section 4.3 is contingent upon the Customer making advance payment to Company in the amount specified by Company. Such specified amount shall be an estimate sufficient to cover Company's fully loaded costs to perform and complete the required Make-Ready Work. The parties agree that upon completion of the Make-Ready Work by Company, no adjustment of the Make-Ready Work amount paid by Customer shall be made to

reflect Company's actual costs to perform the Make-Ready Work, whether or not Company's actual costs are more or less than the estimated costs paid by Customer.

6.6 The Customer shall pay the Lighting Service Charge for each occurrence per location that the Customer requests the Company perform electrical service related connections/disconnections or other work unrelated to the operation or maintenance of the Electric Distribution System. Should the Customer's requested service result in required work on the Electric Distribution System, the Lighting Service Charge for that occurrence shall be waived. The Lighting Service Charge shall be at the rate as specified in the applicable Tariff as adjusted from time to time and as further referenced in APPENDIX I, Schedule of Fees and Charges.

7.0 LEGAL REQUIREMENTS, REGULATIONS, CODES AND STANDARDS

7.1 The parties hereto, all Attachments (whether existing or new Facilities) and any and all work associated with the Attachments and this Agreement shall comply with all applicable federal, state and local laws, regulations, rules, codes, Company tariffs and Company Requirements, as such may be amended from time to time.

7.2 Attachments shall be located, oriented, operated and maintained in accordance with the applicable requirements and specifications of the most recent editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules, regulations and provisions of the OSHA and any governing authority having jurisdiction over the subject matter of this Agreement, as each may be amended from time to time.

7.3 Clearances between communications, Electric Distribution System and street lighting cables shall be compliant with applicable codes, standards and Company Requirements to adequately allow for proper maintenance, repair and reconfiguration of Electric Distribution System, street lighting and communications cables.

7.4 All lighting or illumination sources (i.e. lamps) shall be compliant with the energy consumption schedules and defined hours of operation as set forth in the applicable Company tariffs.

7.5 Subject Section 2.5 herein, Customer shall be responsible for obtaining from the appropriate public and/or private authority any authorizations required to construct, operate and/or maintain its Attachment on the public and private property at the location of Poles and/or Structures for which Customer has obtained Street and Area Lighting Attachment License(s) under this Agreement before making Attachments on such public and/or private property.

8.0 UNAUTHORIZED ATTACHMENTS

8.1 To the extent authorized by Article 15.0, in the event that any unauthorized Attachments are found attached to Poles or Structures and for which no license exists, Company,

without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose electric delivery service and other charges, pursuant to Article 6.0, and require Customer to submit in writing, within fifteen (15) days after receipt of written notification from Company of the unauthorized Attachment(s), an Application For Street and Area Lighting Attachment License, (Form A-1). The Customer shall notify Company that the unauthorized Attachment has been removed within the fifteen (15) days after receipt of written notification from the Company. Alternatively, Customer may authorize Company to remove the unauthorized Attachment in accordance with Article 15.0. If such application or notification is not received by Company within the specified time period, Company shall remove the unauthorized Attachment(s). The Customer shall be responsible for the cost and expense of removal of the unauthorized Attachment by the Company without any liability incurred by Company to Customer for loss of service provided by Customer or any damage or injury to Customer's unauthorized Attachment(s).

8.2 For the purpose of determining the applicable charges, both parties shall agree that if an unauthorized Attachment is identified within three (3) months following the execution date of this Agreement, the Attachment will be considered to have existed prior to the date of this Agreement, and inadvertently omitted by the parties from the list of Facilities purchased by the Customer. Any unauthorized Attachment that is identified after twelve (12) months following the execution date of this Agreement, shall require its own individual license for which the Customer shall submit an Application For Street and Area Lighting Attachment License. The fees, charges, and interest as specified in Article 6.0, APPENDIX I and APPENDIX II, (Form B-1 and B-2) at the time the unauthorized Attachment is discovered, shall be applicable thereto and due and payable forthwith whether or not Company permits Customer to continue the placement of the Attachment.

8.3 For unauthorized attachments for which the Company is unable to determine ownership following due diligence, the attachment shall be removed by the Company.

9.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

9.1 Company reserves to itself, its successors and assigns, the right to locate and maintain its Poles and Structures and to operate its facilities in conjunction therewith in such a manner as will best enable Company to fulfill its service obligations and requirements. Company shall not be liable to Customer for any interruption of Customer's service or for interference with the operation of Customer's services arising in any manner out of the use of Poles or Structures, except to the extent caused by Company's negligence or to the extent otherwise required by Company's tariffs.

9.2 Customer shall be liable for any damages it causes to the facilities of Company and of Other Customers attached to Poles and/or Structures, and Customer assumes all

responsibility for any and all loss from such damage caused by Customer or any of its agents, contractors, servants or employees. Customer shall make an immediate report to Company and any Joint Owners, Joint Users and/or Other Customers of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred by Company, Joint Owners, Joint Users and/or Other Customers in making repairs to their respective facilities.

9.3 Except to the extent caused by the negligence of any of the Company Indemnified Parties, Customer shall, to the full extent allowed by law and to the extent of Customer's insurance coverage (under which Company shall be named an additional insured), and shall cause any party performing work in connection with this Agreement on behalf of Customer to, defend, indemnify and save harmless Company, its affiliates and their respective officers, directors, employees, agents, contractors, representatives, successors (collectively, the "Company Indemnified Parties") and assign, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees (including reasonable attorneys' fees), costs and expenses (including reasonable costs and expenses incurred to enforce this indemnity), (hereinafter "Claims") arising from or in connection with Customer's installation, operation, maintenance, or removal of Facilities and/or Attachments including, but not limited to, those Claims which may be imposed upon, incurred by or asserted against Company, by reason of:

- (a) Any work or action done upon the Poles or within Structures licensed hereunder or any part thereof performed by Customer or any of its agents, contractors, servants, or employees;
- (b) Any use, occupation, condition, operation of the Poles and/or Structures or any part thereof by Customer or any of its agents, contractors, servants, or employees;
- (c) Any act or omission on the part of Customer or any of its agents, contractors, servants, or employees, for which Company may be found liable;
- (d) Any accident, injury (including, but not limited to, death) or damage to any person or property occurring upon the Poles and/or within Structures or any part thereof or arising out of any use thereof by Customer or any of its agents, contractors, servants, or employees, except where such work is performed by Company;
- (e) Any failure on the part of Customer to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement;
- (f) Any payments made under any Workers' Compensation Law or under any plan for employee disability and death benefits arising out of any use of the Poles or Structures by Customer or any of its agents, contractors, servants, employees, or;

(g) By the installation, operation, maintenance, presence, use, occupancy or removal of Customer's Attachments by Customer or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Poles and/or Structures, including without limitation, taxes, special charges by others, and from and against all claims and demands for infringement of patents with respect to the manufacture, use, and operation of Customer's Attachments in combination with Poles or Structures, or otherwise.

9.4 The Company makes no warranties, representations, guarantees or promises in connection herewith or therewith, whether statutory, oral, written, express, or implied as to the present or future strength, condition, or state of any Poles, Structures, facilities, wires, apparatus, the use of the space upon a Pole or within a Structure or whether it is usable, or otherwise in connection with any Attachment, Facilities or this Agreement. To the extent applicable, the Customer, or its contractors, agents and representatives performing any Attachment work, shall be responsible and liable for observations, assessments and non-destructive testing of the Poles and/or Structures to determine whether the Poles and/or Structures are safe to utilize, support, access or ascend. If the Customer questions the integrity or safety of any Pole and/or Structure or if the Pole or Structure is marked as unsafe, the Customer shall refrain from utilizing, accessing, ascending, or handling the Pole or Structure in any manner whatsoever and shall notify or confirm such condition with Company. Should the Customer, or its contractor, agent or representative decide, in its/his/her sole judgment, to utilize or access a Pole or Structure (including, without limitation, Poles or Structures which are marked unsafe or appear to be unsafe), the Customer, not Company or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and the Customer shall indemnify, defend, release and hold harmless Company Indemnified Parties as indicated herein.

9.5 Company, the Company's affiliates, and their respective officers, directors, employees, representatives and contractors shall not be liable to Customer for any indirect, consequential, punitive, incidental, special, or exemplary damages in connection with this Agreement, or the Attachments contemplated herein, including, without limitation, the condition, design, engineering, installation, maintenance, construction, location, operation of, or failure of operation of, the Facilities, under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, R.I.G.L. § 6-13.1-1 *et seq.*, strict liability or negligence.

9.6 The provisions of this Article 9.0 shall survive the expiration or earlier termination of this Agreement or any license issued under this Agreement.

10.0 INSURANCE

10.1 Except as provided under Section 10.9 herein, Customer shall carry insurance issued by an insurance carrier satisfactory to Company to protect the parties hereto from and

against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury, or damage as covered in Article 9.0 *supra*.

10.2 Comprehensive or Commercial General Liability Insurance, including Contractual Liability and Product/Completed Operations Liability covering all insurable operations required under the provisions of this Agreement and, where applicable, coverage for damage caused by any explosion or collapse with the following minimum limits of liability:

Bodily Injury Liability	\$5,000,000
Property Damage Liability	\$5,000,000

If a combined single limit is provided, the limit shall not be less than \$5,000,000 per occurrence. Customer's insurance requirements for General Liability or Automobile Liability may be satisfied through any combination of excess liability and/or umbrella. Coverage shall include contractual liability with this Agreement and all associated agreements with respect to the Customer's ownership of the street lights being included. In the event the Customer is a governmental entity and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an insured entity.

10.3 Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including Employer's Liability Insurance with a minimum limit of \$500,000. When applicable, coverage shall include The United States Longshoreman's and Harbor Workers' Compensation Act and the Jones Act. Proof of qualification as a self-insurer may be acceptable in lieu of a Workers' Compensation Policy.

10.4 Automobile Liability covering all owned, non-owned and hired vehicles used in connection with the work or services to be performed under this Agreement with minimum limits of:

Bodily Injury & Property Damage Combined Single Limit - \$1,000,000
--

10.5 The Customer and its insurance carrier(s) shall waive all rights of recovery against the Company and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by the Customer. To the extent the Customer's insurance carriers will not waive their right of subrogation against the Company, the Customer agrees to indemnify the Company for any subrogation activities pursued against them by the Customer's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Company or their employees, subcontractors or agents.

10.6 All insurance must be effective before Company will authorize Customer to make Attachments to any Pole and/or Structure and shall remain in force until such Attachments have been removed from all such Poles and/or Structures. Customer accepts the obligation to inform Company of changes in insurance or insurance carrier and/or policy on a prospective basis.

10.7 Customer shall submit to Company certificates of insurance including renewal thereof, by each company insuring Customer to the effect that it has insured Customer for all liabilities of Customer covered by this Agreement; and that such certificates will name Company as an additional insured under the General Liability and Automobile Liability policies and that it will not cancel or change any such policy of insurance issued to Customer except after the giving of not less than thirty (30) days' written notice to Company. Customer shall also notify and send copies to Company of any policies maintained under this Article 10.0 written on a "claims-made" basis. The following language shall be used when referencing the additional insured status of Company: National Grid USA, its direct and indirect parents, subsidiaries and affiliates, shall be named as additional insureds.

10.8 Customer shall require all of its contractors to carry insurance which meets the requirements specified under this Article 10.0 of this Agreement, and to name Company as an additional insured.

10.9 Anything in this Article 10.0 to the contrary notwithstanding, the Customer may elect to self-insure provided that the Company consents and Customer provides written notice and evidence of self insurance to the Company.

11.0 AUTHORIZATION NOT EXCLUSIVE

11.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Customer with respect to attachment rights to the Company's facilities. Company may grant, renew and extend rights and privileges to others that are not parties to this Agreement, whether by contract or otherwise, to attach to or use space upon a Pole or within a Structure subject to this Agreement.

12.0 ASSIGNMENT OF RIGHTS

12.1 Customer shall not assign or transfer this Agreement or any rights or authorization granted hereunder, and this Agreement shall not inure to the benefit of Customer's successors, without the prior written consent of Company.

12.2 In the event such consent or consents are granted by Company, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

12.3 Pole and Structure space licensed to Customer hereunder is for Customer's exclusive use only and is licensed to Customer for the sole purpose of permitting Customer to

place or retain existing Attachments. Customer shall not lease, sublicense, share with, convey, or resell to others any such space or rights granted hereunder. Customer shall not allow a third party, including affiliates, to place attachments or any other equipment anywhere on Attachments, upon Poles or within Structures, including, without limitation, the space on Poles or within Structures licensed to Customer for Customer's Attachments, without the prior written consent of Company.

13.0 FAILURE TO ENFORCE

13.1 Failure of either party to enforce or require compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

14.0 TERM OF AGREEMENT

14.1 Unless terminated in accordance with Article 16.0, this Agreement shall remain in effect for a term of five (5) years from the date hereof and shall continue indefinitely thereafter until terminated by either party with at least six (6) months written notice to the other party.

14.2 Termination of this Agreement or any licenses issued hereunder shall not affect Customer's liabilities and obligations incurred hereunder prior to the effective date of such termination, nor Company's and Customer's rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, R.I.G.L. § 39-30-1, *et seq.*

15.0 TERMINATION OF LICENSE

15.1 Any license(s) issued pursuant to this Agreement shall automatically terminate when Customer ceases to have authority pursuant to any laws, ordinances, regulations, and rulings, including but not limited to R.I.G.L. § 39-30-1, *et seq.* to construct, operate, and/or maintain its Attachments on the public or private property at the location of the particular Pole or Structure covered by the license.

15.2 Customer may at any time terminate a license for any Attachment(s) provided written notice of such termination is received by Company no less than fifteen (15) days prior to the proposed removal of the Attachment(s) from the specific Pole(s) or Structure(s) (APPENDIX II, Form D). Following such removal, installation of an Attachment(s) to such Pole(s) or Structure(s) shall not be made again until Customer has first complied with all of the provisions of

this Agreement as though no such installation of Attachment(s) to such Pole(s) or Structure(s) had ever been made.

15.3 Company may exercise its Removal Rights requiring Customer to remove its Attachment(s), at Customer's expense, from any of the designated Pole(s) or Structure(s) within fifteen (15) days after termination of the license covering such Attachment(s). If Customer fails to remove its Attachment(s) within such fifteen (15) day period, Company shall have the right to remove such Attachment(s) at Customer's expense.

15.4 Terms and conditions of Articles 5.0 and 17.0 of this Agreement shall govern the removal of Attachments.

16.0 TERMINATION OF AGREEMENT

16.1 If Customer fails to materially comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement, or if Facilities or Attachments are maintained or used in violation of any law and Customer shall fail within thirty (30) days after written notice from Company to correct such default or noncompliance, Company may, at its option, either (a) terminate this Agreement and all licenses granted hereunder, or (b) terminate any or all of the licenses covering the Pole(s) or Structure(s) as to which such default or noncompliance shall have occurred.

16.2 If, at any time, an insurance carrier notifies Company that any policy or policies of insurance, acquired pursuant to Article 10.0 *supra*, or any self-insurance is or will be canceled or changed so that the requirements of Article 10.0 will no longer be satisfied, then this Agreement shall terminate automatically unless prior to the effective date of the cancellation or change in the insurance policy(ies), Customer furnishes to Company new certificates of insurance or evidence of self insurance providing insurance coverage in accordance with the provisions of Article 10.0 *supra*.

16.3 In the event of termination of this Agreement, and to the extent Company is exercising Company's Removal Rights, Company may require Customer to remove its Attachments, Customer shall within thirty (30) days of the date of termination of this Agreement submit a plan and schedule to Company pursuant to which Customer (or its agents) will remove Attachments from Poles or Structures within six (6) months from the date of termination, unless otherwise agreed to by both parties or as authorized by Customer, the Company (or its agents) will remove Attachments from Poles or Structures provided, however, that Customer shall be liable for and pay all fees, charges and associated costs due to Company pursuant to the terms of this Agreement until Attachments are removed from Poles or Structures.

17.0 REMOVAL RIGHTS

17.1 The Removal Rights as designated within this article shall apply in all cases where either Customer or Company terminates a License or this Agreement or in the course of normal operation or maintenance of an Attachment upon a Pole or within a Structure and as authorized pursuant to the requirements under Article 7.0, including but not limited to R.I.G.L. § 39-30-1, *e. seq.*

17.2 Company may exercise its Removal Rights and require Customer to remove its Attachment(s), and Customer, at the Customer's sole expense, shall remove or have removed in accordance with this Agreement its Attachment(s) from any Pole(s) and/or Structure(s) within fifteen (15) days of notice. If Customer (or its contractors or agents) fails to remove Attachment(s) from Pole(s) and/or Structure(s) within the applicable time period, Company shall have the right to remove the Attachment(s), at Customer's expense, and without any liability on the part of Company for damage or injury to Attachment(s). If Company exercises its Removal Rights to remove the Attachment(s), Company shall have the option to sell or otherwise dispose of the removed Attachment(s) to cover the expense of the removal. If the sale of the Attachment(s) does not cover the entire expense of the removal, Customer shall be liable for the remaining expense. Customer shall be liable for and pay all fees and charges pursuant to the terms of this Agreement to Company until such Attachment(s) are removed from Pole(s) and/or Structure(s).

17.3 Notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not by its terms, broaden or expand Company's Removal Rights.

18.0 CHOICE OF LAW

18.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Rhode Island without regard to the conflict of laws principles contained therein.

19.0 SEVERABILITY

19.1 In the event that any provision or part of this Agreement or the application thereof to any party or circumstance is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions or parts hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

20.0 NOTICES

20.1 All written notices required under this Agreement shall be given by posting the same via first class mail as follows:

(a) **To Customer:** All correspondence related to Customer's street and area lighting including but not limited to; this Agreement, Application for Street and Area Lighting Attachment

License(s), Authorization for Field/Office Survey, Authorization for Make-Ready Work, and Notification of Discontinuance of Street or Area Lighting Attachment to Customer's office at:

Town of Jamestown
93 Narragansett Avenue
Jamestown, RI 02835

(b) **To Company:** Application for Street and Area Lighting Attachment License, Authorization for Field/Office Survey Work, Authorization for Make-Ready Work, and Notification of Discontinuance of Street or Area Lighting Attachment, and a copy of all certificates of Insurance to Company's district office at:

The Narragansett Electric Company d/b/a National Grid
Attention: Manager, Community & Customer Management
280 Melrose Street
Providence, RI 02907

All original certificates of Insurance to:

National Grid USA Service Company, Inc.
Attn: Risk Management, A-4
300 Erie Boulevard West
Syracuse, NY 13202

A copy of all applications, notices, authorizations and certificates to:

The Narragansett Electric Company d/b/a/ National Grid
Attention: Outdoor Lighting and Attachments
40 Sylvan Road
Waltham, MA 02451-1120

(c) Each party has the right to add, modify, change or remove contact information as presented herein provided such corrections are communicated in writing to the other party and made part of this Agreement.

21.0 **ENTIRE AGREEMENT**

21.1 The parties have freely entered into this Agreement and agree to each of its terms without reservation. Paragraph headings are for the convenience of the parties only and are not to be construed as binding under this Agreement. This Agreement constitutes the entire Agreement between Company and Customer, and all previous representations either oral or

written, (insofar as Customer is concerned except as to liabilities accrued, if any) are hereby annulled and superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

The Narragansett Electric Company d/b/a National Grid

By: _____

Name: _____

Title: _____

Town of Jamestown

By: _____

Name: Jamie Hainsworth

Title: Town Administrator

APPENDIX I

SCHEDULE OF FEES AND CHARGES FOR CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS

(A) Attachment

To the extent that the PUC may, in the future, allow Company to charge fees for the use of its Poles and Structures by Customer's Attachments, Customer agrees to pay such fees.

(B) Field/Office Survey

Whenever a Field/Office Survey is required under this Agreement, Customer shall pay Company for the expense thereof. The current standard charge assessed to Customer and all Other Customers for the Field/Office Survey is \$130.00 per Attachment and is based on Company's current estimated cost to perform and complete the Field/Office Survey. Specific to each occurrence, any actions required by the Company to remedy a Pole or Structure ingress or egress condition in compliance with applicable laws, regulations, codes and company policies and procedures is considered to be in addition to the Field/Office Survey function. The Customer shall be responsible for the associated costs which will be predefined as an estimate in addition to the aforementioned fee.

(C) Make-Ready Work

Whenever Make-Ready Work is required under this Agreement, Customer shall pay Company for the expense thereof. Make-Ready Work may include, but is not limited to, the modification or replacement of the Pole upon and/or Structure within which Customer's Attachments will be placed to safely accommodate Customer's Attachments, and such other changes in the existing facilities upon and/or within such Pole and/or Structure as accommodating Customer's Attachments may require. Make-Ready Work expenses charged by Company may also include the following:

- (1) The net loss to Company on the replaced Pole and/or Structure based on its reproduction cost less depreciation, plus cost of removal;
- (2) Transferring Company's Attachments from the old Pole and/or Structure to the new Pole and/or Structure; and
- (3) Any other rearrangements and changes necessary by reason of Customer's proposed or existing Attachments.

(D) Other Charges and Fees

Customer shall be subject to and responsible for all other charges and fees under the applicable tariff.

(E) Payment Date

Failure to pay all authorized fees and charges within 30 days after presentment of the bill therefore or on the specified payment date or as otherwise provided in the applicable tariff, whichever is later, shall constitute a default of this Agreement with respect to the Facilities in question.

For bills rendered by Company, the following shall be applicable:

“Interest shall accrue and be payable to Company at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 6621; Treasury Regulations Section 301.6621-1, from and after the payment date of any payment required by this Agreement. The payment of any interest shall not cure or excuse any default by Customer under this Agreement.”

APPENDIX II

ADMINISTRATIVE FORMS AND NOTICES

INDEX OF ADMINISTRATIVE FORMS

APPLICATION FOR STREET AND AREA LIGHTING ATTACHMENT LICENSE / STREET AND AREA LIGHTING ATTACHMENT LICENSE	A-1
APPLICATION FOR STREET AND AREA LIGHTING ATTACHMENT LICENSE DETAIL	A-2
ESTIMATE FOR FIELD SURVEY / AUTHORIZATION FOR FIELD SURVEY	B-1
MAKE-READY WORK ESTIMATE / AUTHORIZATION FOR MAKE-READY WORK	B-2
ITEMIZED MAKE-READY WORK	C
NOTIFICATION OF DISCONTINUANCE OF STREET OR AREA LIGHTING ATTACHMENT / ACKNOWLEDGMENT OF DISCONTINUANCE OF STREET OR AREA LIGHTING ATTACHMENT	D
IDENTIFICATION OF OWNERSHIP LABELS	E
LIGHTING SOURCE IDENTIFICATION LABELS	F
ACKNOWLEDGMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS	G

Agreement Number: 6310
Application Number: _____ (to be provided by Company)

Form A-1

**NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

**APPLICATION FOR
STREET AND AREA LIGHTING ATTACHMENT LICENSE**

Date of Application: _____

Customer Name: _____

In accordance with the terms and conditions of the Agreement for Customer-Owned Street and Area Lighting Attachments between Customer and Company, dated _____, application is hereby made for license(s) to make _____ (quantity) Attachments to Joint-Owned or Sole-Owned Poles or Underground Structures as indicated on the attached Form A-2.

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

STREET AND AREA LIGHTING ATTACHMENT LICENSE

Street and Area Lighting Attachment License(s) is hereby granted to make the Attachment(s) described in this application, identified as License No(s): _____ as Attachments to Structures as indicated on the attached Form A-2.

Date License Granted _____

The Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

NOTES:

1. Applications shall be submitted to Company.
2. Applications to be numbered in ascending order.
3. Company will process in order applications are received.

Agreement Number 6310
Application Number _____ (to be provided by Company)

Form A-2

**NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

**APPLICATION FOR
STREET AND AREA LIGHTING ATTACHMENT LICENSE DETAIL**

Date of Application: _____ Customer Name: _____

Jurisdiction where Street and Area Lighting Attachment is to be made:

(Note: One Attachment request per Form A-2. Additional locations should be submitted on separate Form A-2.)

Attachment Electrical Feed Type: Overhead ___ Underground ___

Location Reference Information:

Street Name _____

Pole Number _____ Pole Suffix _____

If underground fed, location of connection point: _____

Attachment Description:

Fixture Source Type: _____ (Light Emitting Diode, High Pressure Sodium, etc.)

Nominal Wattage: _____

(Total System Wattage inclusive of the entire HID luminaire or LED device, ballast/driver, control device, color temperature and environment adjustment factor. Include manufacturer's specification and/or catalog sheet.)

Billing Information:

Bill to existing unmetered S-05 Bill Account? If yes, enter account #: _____ - _____
If no, a new account will be created by the Company.

Operating Schedule per Company's S-05 Tariff:

Dusk-to-Dawn _____ Continuous Operation _____

Part-Night _____ Dimming _____

Is this replacing an existing Customer-owned street or area light?: Yes ___ No ___

Note: A field survey may be required and if so, the Customer will be charged the Field/Office Survey Charge.

____ (Yes/No) CUSTOMER HEREBY REQUESTS COMPANY TO PROVIDE AN ITEMIZED ESTIMATE OF MAKE READY WORK REQUIRED AND ASSOCIATED CHARGES (APPENDIX II FORM C).

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

Agreement Number 6310
Application Number _____

Form B-1

**NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

ESTIMATE FOR FIELD/OFFICE SURVEY

Customer Name: _____

In accordance with the Agreement for Customer-Owned Street and Area Lighting Attachments, dated _____, the following is a summary of the charges which will apply to complete a field survey covering Application Number _____.

	<u>Unit Quantity</u>		<u>Rate / Unit</u>		<u>Total</u>
Field/Office Survey	_____	x	\$ _____	=	\$ _____
Ancillary Services	_____	x	\$ _____	=	\$ _____
Administrative Compensation			_____ %	=	\$ _____
			TOTAL		\$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ _____.

Date _____

The Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

AUTHORIZATION FOR FIELD SURVEY

The required field survey covering Application Number _____ is authorized and the costs therefore will be paid to Company in accordance with Appendix I to Agreement for Customer-Owned Street and Area Lighting Attachments.

Date _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

Agreement Number: 6310
Application Number _____

Form B-2

**NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

MAKE-READY WORK ESTIMATE

Customer Name: _____

Field survey work associated with your Application for Street and Area Lighting Attachment License Number _____ dated _____, for Attachment to Joint-Owned or Sole-Owned Poles or Underground Structures has been completed. The following is a summary of the charges which will apply to complete the required Make-Ready Work to support the Customer-requested Attachment(s).

TOTAL MAKE-READY CHARGES \$ _____

Attached as requested, is an itemized description (Form C) of required Make-Ready Work. A cost estimate of associated Make-Ready Work is also attached. If you wish us to complete the required Make-Ready Work, please sign the authorization below and return with an advance payment in the amount of \$ _____.

Date _____

The Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

AUTHORIZATION FOR MAKE-READY WORK

The Make-Ready Work associated with Application for Street and Area Lighting Attachment License Number _____ is authorized and the costs therefore will be paid to Company in accordance with Appendix I to Agreement for Customer-Owned Street and Area Lighting Attachments.

Date _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

Agreement Number: 6310

Form D

**NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

**NOTIFICATION OF DISCONTINUANCE OF
STREET OR AREA LIGHTING ATTACHMENT**

Customer Name: _____

Street Address _____

City, State, Zip Code _____

In accordance with the terms and conditions of the Agreement for Customer-Owned Street and Area Lighting Attachments dated _____, notice is hereby given that specific Attachment to Joint-Owned or Sole-Owned Pole or Underground Structure, as listed below, covered by permit number _____ was removed on _____.

<u>Attachment License No.</u>	<u>Location Reference Street Address</u>	<u>Pole or Structure Reference No.</u>	<u>Attachment Description</u>	<u>Removal Date</u>
-------------------------------	--	--	-------------------------------	---------------------

Total quantity of Attachments upon Poles and/or within Structures to be discontinued is _____.

Date _____

By (Print Name) _____

Signature _____

Title _____ Email _____

**ACKNOWLEDGMENT OF DISCONTINUANCE OF
STREET AND AREA LIGHTING ATTACHMENT**

Use of Joint-Owned or Sole-Owned Pole or Underground Structure has been discontinued as above.

Date _____

The Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____ Email _____

IDENTIFICATION OF OWNERSHIP LABELS

(A) **GENERAL**

This Appendix describes identification labels to be installed and maintained by Customer on its luminaires, cables and other apparatus to allow Company to readily identify the owner of such luminaires, cables and apparatus.

(B) **DESCRIPTION OF IDENTIFICATION LABELS**

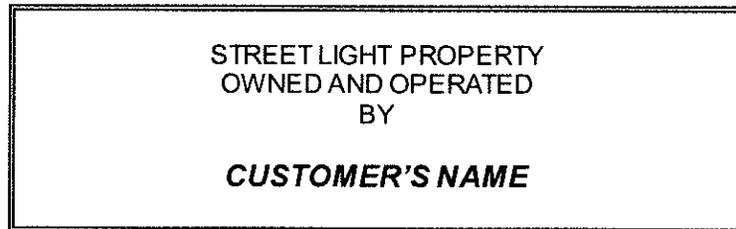


FIGURE 1: Ownership Identification Label

The label shall be in a form mutually agreed upon by the Parties. Customer shall be responsible for maintaining the legibility of ownership identification labels at all times.

The Ownership Identification Label shall be placed on Customer's facilities including, but not limited to, luminaires, cables, Guy Strands, terminals, terminal closures, and cabinets. The Identification Label shall read as follows: "STREET LIGHT PROPERTY OWNED AND OPERATED BY" and clearly display Customer's name. Customer's name may be printed on the label using indelible ink.

(C) **PROCUREMENT OF LABELS**

It shall be the responsibility of Customer to obtain, place, and maintain Ownership Identification labels.

(D) **INSTALLATION OF OWNERSHIP IDENTIFICATION LABELS**

When required by Section 3.3, Ownership Identification Labels shall be installed at the following locations:

(1) **AERIAL APPLICATIONS**

- (a) On each luminaire, on the bottom of the luminaire so that it is visible from the ground.
- (b) On cables at each pole on the bottom of the cable so that it is visible from the ground.
- (c) On cable risers at each pole, on the riser conduit approximately 6' above

IDENTIFICATION LABELS – Continued

ground.

- (d) At anchor and guy locations.
- (e) Between the device used to secure the strand (i.e., strand vise, guy grips or clamps) and the eye of the rod, or
- (f) If a guy shield is in place, at the top of the guy shield on the strand.
- (g) At terminal or Connection Point locations, at the neck of the terminal.
- (h) At cabinets, on the front of the cabinet.

(2) UNDERGROUND APPLICATIONS

- (a) On cables at each manhole or handhole, on the top of the cable so that it is visible from outside the manhole or handhole.
- (b) At terminal or Connection Point locations.
- (c) Within cabinets or other equipment where appropriate.

LIGHTING SOURCE IDENTIFICATION LABELS

The Customer is required to provide and affix to each luminaire a clear, legible and comprehensive lighting source identification label consistent with ANSI-NEMA Standards for Roadway and Area Lighting Equipment – Luminaire Field Identification, (ANSI/NEMA C136.15, latest revision) or other industry standard compliant with the specific lamp or lighting source, as applicable.

ACKNOWLEDGEMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS

The Town of Jamestown hereby acknowledges and agrees to the following:

- 1. The Narragansett Electric Company, d/b/a National Grid (hereinafter "National Grid") expects the use of electrically-qualified personnel as required by OSHA in 29 CFR 1910.269 for all work associated with the AGREEMENT FOR CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS BETWEEN THE NARRAGANSETT ELECTRIC COMPANY D/B/A NATIONAL GRID and TOWN OF JAMESTOWN DATED APRIL __, 2021 (hereinafter "JAMESTOWN AGREEMENT").
- 2. The Town of Jamestown hereby agrees that any work being done pursuant to JAMESTOWN AGREEMENT will be done by qualified electrical workers as defined by OSHA in 29 CFR 1910.269 and in accordance with all relevant laws, regulations, codes, and industry standards.
- 3. The Town of Jamestown understands and agrees that any injuries to persons or property arising out of or related to this work, including without limitation as a result of a failure to comply with this ACKNOWLEDGMENT, will be the sole responsibility of the Town of Jamestown pursuant to ARTICLE 9.0 of JAMESTOWN AGREEMENT, except to the extent attributable to the negligence or willful misconduct of National Grid.

TOWN OF JAMESTOWN

BY: _____
 NAME: Jamie Hainsworth
 TITLE: Town Administrator
 DATE: ___/___/2021

AGREEMENT OF SALE

This Agreement of Sale ("Agreement"), is made as of this ____ day of April, 2021 by and between The Narragansett Electric Company d/b/a National Grid, a corporation organized and existing under the laws of the State of Rhode Island, having its principal place of business at 280 Melrose Street, Providence, Rhode Island, 02907, (hereinafter referred to as the "Seller" or the "Company") and the Town of Jamestown, organized and existing under the laws of the State of Rhode Island, having its principal place of business at 93 Narragansett Avenue, Jamestown, Rhode Island 02835 (hereinafter referred to as the "Buyer"). The Seller and the Buyer may hereinafter be referred to individually as a "Party", and, collectively, as the "Parties."

RECITALS

WHEREAS, the Seller presently provides unmetered street and area lighting services to the Buyer pursuant to multiple Company tariffs approved by the Rhode Island Public Utilities Commission (the "PUC"); and

WHEREAS, the Buyer has exercised its rights pursuant to R.I.G.L. § 39-30-1, *et seq.* to buy the Company's existing outdoor street and/or area lighting and associated equipment located within the Buyer's jurisdiction as shown and described on Exhibit A attached hereto and made a part hereof (each, individually, a "Facility" and, collectively, the "Facilities"); and

WHEREAS, pursuant to R.I.G.L. § 39-30-1, *et seq.*, Seller shall transfer the Facilities to the Buyer, subject to the terms and conditions of this Agreement; and

WHEREAS, such sale shall be made pursuant to the Narragansett Electric Company Street and Area Lighting – Customer Owned Equipment S-05, Retail Delivery Service Tariff ("S-05 Tariff") approved by the PUC; and

WHEREAS, Buyer will hereby purchase street and/or area lighting Facilities located in or upon Company's infrastructure pursuant to R.I.G.L. § 39-30-1, *et seq.*, and desires to retain and/or make light attachments of existing Facilities in or upon structures of Company pursuant to the Agreement for Customer-Owned Street and Area Lighting Attachments between Seller and Buyer set forth in Exhibit C attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer agree to the following terms and conditions:

I. BASIC UNDERSTANDINGS

1. The Seller agrees to sell, and Buyer agrees to purchase, the Facilities, subject to the terms and conditions of this Agreement, the S-05 Tariff and R.I.G.L. § 39-30-1, *et seq.*, on an "as is, where is" basis.
2. Upon Closing (as defined below), the Seller will convey to the Buyer all of its rights, title and interests in such Facilities.
3. The Buyer maintains sole responsibility for ensuring that the list of Facilities in Exhibit A is accurate and complete as of the Closing Date.
4. As of the Closing Date (as defined below), the Buyer shall assume all responsibilities and obligations associated with ownership of the Facilities, including, without limitation, those contemplated by this Agreement and the S-05 Tariff.

5. To the extent that Seller possesses existing physical, hardcopy paper maps that appear to relate to the Facilities, and such maps are able to be copied in a legible form, Seller shall furnish the Buyer with one (1) copy of each such map in its current form ("Map(s)") after the Closing as such Maps may be available. Seller shall not have any obligation to create any new maps for the Buyer, nor shall Seller have any obligation to review, update or correct any Maps. The Buyer assumes all risk and liability arising from the Buyer's (including any contractor, agent or representative of Buyer) use or reliance on any Map or information contained therein. SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE MAPS, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE MAPS.

II. PURCHASE PRICE

1. The Buyer shall pay to Seller at Closing a total consideration of \$20,041.54 ("Purchase Price") for the Facilities. The Parties acknowledge that the Purchase Price is mutually agreed and is legal and sufficient consideration for the Facilities pursuant to R.I.G.L. § 39-30-1, *et seq.*

2. The Buyer shall be solely responsible for the payment of all taxes on or relating to the Facilities, if any, following the Closing Date and thereafter. The Seller shall pay all taxes on the Facilities up to and including the Closing Date. Notwithstanding the designation of a Party as the owner of record of the Facilities for tax purposes, unless the tax liability on the Facilities is abated in its entirety as of the Closing Date, the tax liability shall be apportioned between Buyer and Seller in proportion to the number of days during such tax year within which Buyer and Seller, respectively, owned the Facilities. If the amount of the tax liability is not known or cannot be determined reliably at the time of the Closing, the tax liability shall be apportioned on the basis of the tax assessed for the most recent tax year for which such an apportionment or determination can be made, with a reapportionment to be performed as soon as the new tax rate and valuation can be ascertained.

III. CLOSING, TITLE AND DISCLAIMER OF WARRANTIES

1. **CLOSING:** The closing of the purchase and sale of the Facilities ("Closing") shall occur on or about April __, 2021 or such other date as may be mutually agreed by the Parties ("Closing Date"). At the Closing, Buyer shall pay the Purchase Price to Seller, and Seller shall deliver to the Buyer a Bill of Sale in the form attached hereto as Exhibit B (the "Bill of Sale"), incorporated herein by reference.

2. **LIENS AND ENCUMBRANCES:** Seller represents to Buyer that the Facilities are free from liens and encumbrances that are known to the Seller.

3. **CONDITION PRECEDENT:** The Closing shall be conditioned upon the execution of the Agreement for Customer-Owned Street and Area Lighting Attachments between Seller and Buyer in the form attached hereto as Exhibit C, incorporated herein by reference.

4. **BILL OF SALE; DISCLAIMER OF WARRANTY:**

(a) Seller shall transfer title to the Facilities to Buyer by the Bill of Sale attached hereto as Exhibit B.

(b) THE FACILITIES ARE SOLD "AS IS". THERE ARE NO PROMISES, COVENANTS OR UNDERTAKINGS WITH RESPECT TO THE FACILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EXCEPT AS SET FORTH EXPRESSLY HEREIN. THE EXPRESS COVENANT SET FORTH IN THE BILL OF SALE IS IN LIEU OF, AND SELLER DISCLAIMS, ANY AND ALL OTHER WARRANTIES, GUARANTEES, PROMISES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE FACILITIES OR ANY PART

THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT SELLER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC), NATIONAL ELECTRIC SAFETY CODE (NEC), OR THE RULES, REGULATIONS, AND PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, THE SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF. ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE FACILITIES ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE SELLER AND THE SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

IV. OWNERSHIP AND ATTACHMENT/EASEMENT RIGHTS

1. **DEMARICATION OF OWNERSHIP:** The point of ownership demarcation shall be deemed to be the existing connection point where the applicable street light Facility is energized from the electric distribution system ("Connection Point"). The Seller shall retain ownership of the electric distribution system up to and including the Connection Point. Buyer shall own the street lighting system from the Connection Point to the luminaire inclusive of the applicable Facilities. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Seller shall, in its sole discretion, define the Connection Point.
2. **THIRD PARTY LIGHTING:** Lighting facilities (including, without limitation poles, standards, arms, brackets, wires, cable, conductor, conduit, foundations and luminaires) owned by Seller and used to provide regulated lighting services to independent third party customers (each, a "Third Party Lighting Asset" or collectively, the "Third Party Lighting Assets") shall not be included in the Facilities that are being transferred to the Buyer through this Agreement. The transfer of Facilities shall exclude facilities upon which Third Party Lighting Assets are attached, physically and/or electrically; provided, however, the Seller shall transfer the requested luminaires and associated brackets or arms to the Buyer on these facilities upon which Third Party Lighting Assets are attached. The Seller shall continue to provide the regulated lighting services to independent customers in the jurisdiction of the Buyer after the Closing Date.
3. **JOINT USE INFRASTRUCTURE:** The Buyer understands that some of the Facilities are currently installed or otherwise coexist ("Coexisting Facilities"), in whole or in part, on or within Seller's conduit, vaults, or other Seller facilities, assets or infrastructure ("Joint-Use Structures"), and that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to Closing.
4. **ATTACHMENT RIGHTS:** Pursuant to R.I.G.L. § 39-30-1, *et seq.*, Seller shall provide attachment rights to the Buyer for the Facilities to the Seller's support infrastructure and electric distribution system in accordance with the terms in the Agreement for Customer-Owned Street and Area Lighting Attachments set forth in Exhibit C, attached hereto.
5. **EASEMENT/ACCESS RIGHTS:** Seller shall assign to Buyer the non-exclusive right, in common with Seller and others entitled thereto, to maintain and operate the Facilities under any existing easement, license, grant of location or other agreement associated with said Facilities, to the extent assignable and allowed by such easements, licenses, grants of location or other agreements without any warranties or representations whatsoever.

V. LIABILITY

From and after the Closing Date, the Seller, its affiliates, and their respective officers, directors, employees, and agents, shall not be liable to Buyer or its officers, officials, employees, representatives or contractors for direct, indirect, consequential, punitive, special, exemplary, or any other damages under any theory of law that is now or may in the future be in effect, including without limitation, contract, tort, R.I.G.L. § 6 -13.1-1 *et seq.*, strict liability, or negligence, in connection with this Agreement, the Agreement for Customer-Owned Street and Area Lighting Attachments set forth in Exhibit C, attached hereto, or the Facilities, including, without limitation, damages with respect to or arising from the condition, operation of, or failure of operation of the Facilities. The Buyer's sole remedy for recovery under this Agreement shall be limited to an equitable remedy to enforce the transfer of the Facilities under the Agreement.

Anything in this Agreement to the contrary notwithstanding, if the Buyer's liability in connection with this Agreement is limited or capped pursuant to any applicable statute or regulation, then the Seller hereto shall have an identical liability limitation and/or cap as if such statute or regulation were applicable to the Seller.

VI. INDEMNIFICATION

The Parties acknowledge and agree that the indemnification provision in the Agreement for Customer-Owned Street and Area Lighting Attachments is incorporated herein by reference; provided, however, that this Article shall not apply to any liability, loss, damages, or expense arising out of any claim from personal injury or property damage or other type of claim, in which the cause of action occurred before the Closing Date.

The Buyer agrees, to the extent permitted by law and to the extent of the Buyer's insurance coverage to defend and to pay, protect, indemnify and save harmless the Seller, its affiliates and their officers, directors, employees, agents, successors and assigns against and from any and all liabilities, claims, suits, fines, penalties, damages, personal injury, losses, fees (including reasonable attorneys' fees), costs, and expenses arising out of or in connection with this Agreement resulting from any act, failure or omission on the part of the Buyer or its officers, officials, employees, representatives or contractors.

VII. INSURANCE

In accordance with the License Agreements, the Buyer shall, at its sole cost and expense, obtain and keep in force comprehensive general liability insurance in terms and amounts commercially reasonable (but not less than any applicable statutory or regulatory limit or cap on liability) covering any action arising in connection with this Agreement, and shall name the Seller as an additional insured thereunder. Such insurance will insure all of the indemnity obligations set forth herein and, upon request, the Buyer shall provide a certificate of insurance to Seller showing such coverage.

The Buyer may elect to self-insure provided that the Seller consents and Buyer provides written notice and evidence of self insurance to the Seller prior to transfer of the Facilities and execution of this Agreement.

VIII. MISCELLANEOUS

1. **GOVERNING LAW:** This Agreement shall be governed by, performed, and construed in accordance with the laws of the State of Rhode Island without regard to the conflicts of law principles contained therein.

2. **PRIOR AGREEMENTS:** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous agreements, discussions,

communications, and correspondence. Any prior agreements, promises, negotiations, or representations not set forth in this Agreement are of no force or effect.

3. **ASSIGNMENT, MODIFICATION:** This Agreement and the rights and obligations set forth herein shall not be assigned by either Party without the written agreement of both Parties. This Agreement may not be amended or modified except in a writing signed by both Parties, and shall inure to and be binding upon the Parties and their respective successors and assigns.

4. **SEVERABILITY:** If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

5. **SURVIVAL:** Articles I(5), III(4)(b), V, VI, VII, VIII(1) and Exhibit C shall survive closing.

6. **NOTICE:** Any notice given under this Agreement shall be in writing and shall be hand delivered, sent by registered or certified mail, delivered by a reputable overnight courier, or sent by facsimile with electronic confirmation of receipt, to the other party's representative as follows:

Buyer:
Town of Jamestown
93 Narragansett Avenue
Jamestown, Rhode Island 02835
Attention: _____

Seller:
The Narragansett Electric Company d/b/a National Grid
40 Sylvan Road
Waltham, MA 02451
Attention: Outdoor Lighting & Attachments

7. **APPLICABLE STATUTE AND TARIFF:** The Parties understand and agree that this Agreement is made pursuant to R.I.G.L. § 39-30-1, *et seq.*, and shall be subject to the terms of the S-05 Tariff. To the extent there is any conflict between this Agreement and the S-05 Tariff, the S-05 Tariff shall govern.

{Signatures on the following page.}

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Town of Jamestown By: _____ Name: Jamie Hainsworth Title: Town Administrator	The Narragansett Electric Company d/b/a National Grid By: _____ Name: _____ Title: _____
--	--

EXHIBIT A
DESCRIPTION OF STREET AND AREA LIGHTING FACILITIES

EXHIBIT B
BILL OF SALE

The Narragansett Electric Company d/b/a National Grid, a Rhode Island corporation with a principal place of business in Providence, Rhode Island, ("Seller"), in consideration of \$20,041.54 paid by the Town of Jamestown ("Buyer"), the receipt of which is hereby acknowledged, does hereby sell, transfer and assign all its right, title, and interest unto Buyer, in the following described goods and chattels, to wit:

[Description of Facilities –Exhibit A]

THE FACILITIES ARE SOLD "AS IS." THERE ARE NO PROMISES, COVENANTS OR UNDERTAKINGS WITH RESPECT TO THE FACILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EXCEPT AS SET FORTH EXPRESSLY HEREIN. THE EXPRESS COVENANT SET FORTH IN THE BILL OF SALE IS IN LIEU OF, AND SELLER DISCLAIMS, ANY AND ALL OTHER WARRANTIES, GUARANTEES, PROMISES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SELLER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC), NATIONAL ELECTRIC SAFETY CODE (NEC), OR THE RULES, REGULATIONS, AND PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, THE SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF. ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE FACILITIES ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE SELLER AND THE SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

TO HAVE AND TO HOLD the Facilities herein described unto Buyer, its successors and assigns, to its and their own use and benefit forever.

IN WITNESS WHEREOF, THE NARRAGANSETT ELECTRIC COMPANY has caused these presents to be signed in its name and behalf by its duly authorized representative, this ____ day of April, 2021.

The Narragansett Electric Company d/b/a National Grid
By: _____
Name: _____
Title: _____

Accepted as to the Terms and Conditions contained herein,

Town of Jamestown

By: _____
Name: Jamie Hainsworth
Title: Town Administrator

**EXHIBIT A TO BILL OF SALE
DESCRIPTION OF STREET AND AREA LIGHTING FACILITIES**

EXHIBIT C
AGREEMENT
FOR
CUSTOMER-OWNED STREET AND AREA LIGHTING
ATTACHMENT



TOWN OF JAMESTOWN

One Day Event/Entertainment Application

\$5.00 Application Fee

All licenses are issued subject to the resolution of debts, taxes and appropriate signatures

Please complete the following information:

- Seasonal Event
- Parade
- Race:
 - Bicycle/Wheelchair
 - Run/Jog/Walk/Wheelchair
 - Marine Vessel
- Art/Craft Show
- Theatre/Film Production
- Concert
- Miscellaneous Function (please explain)

Name of Event: (if applicable) 9/11 Ceremony

Date of Event: 9-11-21 Hours of Event: _____

Location of Event: Memorial Square Number of people attending: 100

Name of Applicant/ Business: Town of Jamestown

Mailing Address: _____ Business Phone #: 423-1212

_____ Email Address: emello@jamestownri.net

Contact Person: Chief Edward Mello Phone Number: _____

List the type of entertainment being requested, if applicable (Band, DJ, etc.) Ceremony

Who will the event benefit? Town of Jamestown

Type of Operation: (Private, State Sponsored, Non-Profit): Town of Jamestown

R.I. Show Promoter's Permit Number, per RIGL § 44-19-1, (if applicable): _____

If the applicant is a Non-Profit organization, is it registered with the State? Yes No

RI Tax ID #: _____ Non-Profit ID #: _____

Number of Vendors/Peddlers: (circle one) N/A 1-10 11-20 21-30 31-40 41-50 0

All vendor/peddlers must submit an application to the Town Clerk's Office

What types of items will be sold at this event? None

Will food be sold at the location? *If yes, you must contact the R.I. Department of Health* Yes No

Will alcohol be provided and/or served at this event? *If yes, Alcohol Liability Insurance must be provided* Yes No

Will traffic control be needed? Yes No

If yes, Please contact the Jamestown Police Department

Note: All applicants must submit a liability insurance policy with coverage in the amount of \$1,000,000 (one million dollars) when using Town owned property. Certificate of insurance: Yes No

If there is additional information for the Town Council that you would like to add please attach separate correspondence.

Signature of Applicant: E. Mello Town Event

Please attend the Town Council meeting on the _____ day of _____, 20____ for Council review.

For Office Use Only

For Approval: Please sign & date

Department	Date	Comments
Town Administrator:		
Chief of Police: <i>E. M. Kelly</i>	<i>8/31/21</i>	
Fire Chief:		
Zoning Official:		
Director of Parks & Recreation:		
Director of Public Works:		
Water & Sewer Clerk		
Tax Collector		

This application has been **GRANTED/DENIED** by the Jamestown Town Council at a meeting held on the _____ day of _____, 20_____ for the event scheduled for: (date) _____ (time) _____ with a location of _____.

Issued: _____
Town Clerk

Please keep this license on hand for the day of the event.

RECEIVED:
AUG 12, 2021 04:07 PM
Roberta J. Fasan
TOWN OF JAMESTOWN Town Clerk

August 12, 2021

Jamestown Town Council
Town Hall

Dear Jamestown Town Council President and Council Members:

Again I would like to thank you for your unanimous vote to name the new bike path in my honor. It means a great deal to me and my family and I am very honored. However, for the past few months I have been thinking seriously about this and I have come to the conclusion that I would like to withdraw my name from your consideration.

As I have thought about this I have come to realize that my name on this project minimizes the contribution of too many others that participated in all of my work in the Town over the years, including the bike path. Since my wife and two sons have lived in this community, dating back to 1970 I have always been impressed with the inclusiveness of Jamestowners and it is an honor to me that I have been allowed to participate in all elements of the political and community life. I have never been involved in any project that I was not surrounded by many other hard working, dedicated people and that is what made it all work.

The new bike path bisects the center island greenspace that extends from the golf course north to the Godena farm and I believe permanently protects over 1000 acres of farmland, watershed, salt and freshwater marshes, recreational fields and critical woodland as well as the Windmill Hill Historic District. It was primarily created between 1980 and early 2000 and is the result of the generosity of land owners, Jamestown taxpayers, private foundations, Jamestown Town Councils, local state and federal agencies and many special individuals that recognized very early the necessity of this protection, if Jamestown was to protect its' environment and incredible quality of life.

It seems to me the bike path offers an incentive and an opportunity to memorialize the contribution of all these people and organizations during this time period that the people here in Jamestown now enjoy.

Again thank you.

Sincerely,
Bob Sutton

CC: Town Administrator

Date: August 16, 2021
To: Wayne Banks, Chairman
Jamestown Harbor Commission
From: Charlotte Zarlengo
350 Seaside Drive Jamestown, RI (401-423-3518)
Re: August 11, 2021 Harbor Commission Meeting

Thank you for giving me the opportunity to speak during the meeting held on the "East Ferry at the Wood Pile Pier" during Open Forum. As I stated at the meeting, I have reviewed the 2015-2015 Harbor Management Plan submitted and approved by CRMC. However, I have been unable to locate or access any information regarding a more recent plan submitted to CRMC for review (phone call to CRMC, Kevin Cote August 12, 2021).

Based on committee information and member comments at the meeting, as well CRMC phone call information, I would appreciate the following:

- (1) A copy of the most recent Harbor Management Plan submitted to CRMC
- (2) The Longitude and Latitude corner markings of the Head's Beach mooring site map provided at the meeting
- (3) The date this map was approved by CRMC
- (4) When, why, and who authorized the moorings to be located in front of private property (Zarlengo and Zhivago) when adjacent town owned land was available
- (5) Why are all moorings not within the mooring field designated on the map?
Mooring

My concerns, and those of the JSA President (present at the meeting), are that the Heads' Beach mooring field is "mushrooming" (Planning Commission comment) out of control. The increased density of residential property, pedestrian traffic (walkers, children, bikers, joggers, and lack of sidewalks) along with increased vehicle traffic on Seaside Drive is of concern. Land based impacts within a densely populated residential area should, and must be, be an integral factor in mooring site location and mooring site numbers.

I would appreciate a written response to these questions.

Thank you.



Cc: Chief Mello
Jamie Hainsworth, Town Manager
Nancy Beye, Town Council President
Joe Cannon, Jamestown Shores President

August 21 2021

Before we spend \$25,000 for a consultant on how the town's citizens would profit from having access to a municipal "broadband" like Block Island's please look at their website that will answer most questions:

<https://www.broadbandbi.com/pages/frequently-asked-questions/>

The term broadband is defined by the FCC as having access to the internet with a minimum download speed of 25 megabits/second and an upload speed of at least 3 megabits/second. This can be via coaxial cable, satellite dish, fiberoptic cable or Wi-fi with a smartphone and a provider like AT&T. Block Island only had unreliable satellite dishes. A fiber optic cable was laid when the wind farm was built. There is no fiber optic cable running to Jamestown.

The vast majority of Jamestown's residents have Cox cable which offers various plans ranging from the basic 25/3 mb/second to 940/10mbs. Options include telephone and 140 TV channels.

Block Island's fiber optic network has 5 plans designed for either permanent or seasonal residents. The plans are downloadable from the above web site. The basic plan is 25/25 mb/second. (With fiber optic, down and upload speeds are equal). This only allows you to stream two concurrent devices such as a computer and a laptop. The fastest plan is 100/100 for numerous devices. The basic plan costs \$44.90/month and their 'heavy' plan is \$132/month. Telephone is extra at \$19.95/month. A television option is not available. Speed is guaranteed only for the most expensive plan.

We have the Cox preferred plan, 150/10 megabits/second and can use numerous devices. Our internet cost is \$69.90/month. We have never had a streaming problem. Our plan is cheaper and faster than any Block Island plan and I fail to see why a consultant is even needed unless we want to pay for a fiber optic cable to the mainland plus float a bond issue to connect all residences at \$4,800/residence (BI figures).

Frank Meyer
141 Southwest Ave
Jamestown
423-9849

Thank You for applying the eight percent for the
BEN TUFF SWIM. The event was a huge
success raising over \$103K and we look
forward to expanding our environmental effort
and partnership with the Jansdown Community
into the future.

Thank You, DAVE

Thank you!
-Merit

J



"Eye of the Reef" photograph compliments of COA volunteer Eric Full

William & Mary Kelly
76 Reservoir Circle
Jamestown, RI 02835
401-423-0385
wakmek@c0x.net

August 31, 2021

Mike White, President
Members of the Jamestown Town Council
Town Hall
93 Narragansett
Jamestown, RI 02835

Dear Mr. White & Members of the Council;

If we ever needed proof of the need for cell phone reception on the North End of Jamestown Hurricane Henri was that proof. Where we live on Reservoir Circle if we turn our head while on a cell call we loose reception. It is almost impossible to make a cell call any where in our home. So going outside to talk in the middle of a hurricane is not very practical. One can certainly define the lack of cell phone reception in ones home as a first world problem. However, in a time when so much of our daily lives depend on the use of cell phones it is not unreasonable to expect some kind of relievable phone service in our homes.

During Hurricane Henri our five sons who live in Connecticut, New York, Maryland and Indiana where trying to reach us to check and see if we were safe something that was totally impossible to do, fortunately we were but because they couldn't get through they feared the worst. Solution to the problem not only for us but for what we understand to be a majority of residents on the North End, authorize putting up cell tower. Having sat in the same seats you occupy as Council members I understand the opposition and the mindset of "not in my back yard" but it has to go in somebodys back yard. I believe it is your responsibility to make that decision. It is the 22nd century and our lives now are so dependent on communication we have come to expect the kind of dependable cell phone service that exist in other areas of Jamestown.

Thank you for your consideration in this matter.

Respectfully submitted,

William A. Kelly

NEW SHOREHAM BROADBAND PROJECT FAQs

March 15, 2017

Town of New Shoreham
Broadband Working Group
Tilson Technology

Broadband Project FAQs

Introduction

Lack of adequate and consistent internet access has constrained economic development opportunities for island businesses, particularly tourism and hospitality. The first question posed by prospective visitors is the availability of broadband service. The inability to access the same internet services available to mainland folk has also impacted quality of life for year-round residents. Over the course of several years, the Block Island Residents Association, Chamber of Commerce, Tourism Council, Block Island School and Town government have aggressively pursued solutions to this problem. Please refer to Appendix A for a history of this project.

The Town of New Shoreham has been developing a solution for the Island’s broadband needs that is designed to support all the broadband requirements of full-time and seasonal residents for the foreseeable future and beyond. Through presentation of background information and a series of questions and answers organized by topic, this document strives to be a comprehensive source of information about the Town’s initiative to bring reliable broadband internet to Block Island, addressing topics such as how and why fiber optics were chosen, what the proposed network will do, costs involved, and more. Efforts to date have been mindful of many factors, including the island’s inherent character, desire of citizens for greater access to mainland services, needs and mandates for quality education and medical care, economic impacts, the degree to which islanders want to control the level and quality of service, and others.

This initiative is a work in progress and therefore the information will continue to evolve as the project progresses.

Introduction	1
Project Overview.....	2
Legal and Regulatory.....	8
Installation and Equipment.....	8
Operations	11
Services Provided on the Network.....	13
Financial	15
Subscription Requirements and Costs	17
Alternatives to the Proposed Fiber Network.....	19
Other Technical Questions.....	21
Other Project Questions	22
Appendix A. Project History	24
Appendix B. Comparison of Broadband Network Alternatives	26
Appendix C. Broadband Operating Revenue and Expense Model	29
Appendix D. Preliminary Broadband Services Price Sheet and Cost Calculator	30

Broadband Project FAQs

Project Overview

1. Why is public investment in this network necessary?

In today's world, broadband access is not a luxury. Affordable access to high quality broadband is increasingly a necessity of modern life. As noted in the introduction, Town residents, workers and visitors have long been frustrated with the limited and unreliable internet service on the Island. Speed testing provided the data to substantiate the myriad of complaints put forth by segments of the Island residential, business and government community. The limitations impact medical care, education, public safety, government efficiency, tourism, business operations and quality of life.

The Town explored many options in its efforts to improve broadband access, including several meetings with Verizon, and discussions with Cox Communications. Largely due to its geographic isolation and relatively small customer base, Block Island is not considered an economically viable place for commercial broadband providers to build out their networks. Therefore, if the community wants access to broadband internet services, then it needs to take matters into its own hands. The Town Council has concluded that access to broadband internet service is an essential public service.

2. What overall benefits will accrue to residents, students, our Library, Police and Fire, Medical Center and Town Hall as well as the business community?

Block Island and all those who live, work, or visit there, will have access to internet connectivity that is – and has the potential to remain – on par with the best services available in mainland communities. Students at the Block Island School will be in compliance with state connectivity requirements and be able to participate in online testing. They'll also have access to all of the Advanced Placement materials they currently lack. The public safety department will be connected to the same state networks and information resources that all other Rhode Island departments currently have access to. Additionally, they will be able to comply with RI and federal cyber-security requirements. The Medical Center will be able to provide reliable and robust telemedicine options and access and share medical records with mainland doctors. Island businesses will be able to do everything from quickly process credit card transactions to have a fast web presence that they can quickly update and point people to – along with easy access to social media. Hotels will be able to offer broadband services to guests. Residents will have internet access that is reliable and responsive for all of a typical home's growing number of internet-connected devices and desire to conduct business on the mainland without always having to travel there. The quality of Island residents' internet connections will present no barrier to residents and visitors needing to work remotely for employers around the country or the world. The network will have the capacity to handle applications being built for internet users, from highly interactive websites to ultra-high-definition video.

3. How did the Town come to choose an Island-wide fiber optic network as its preferred solution?

In 2013, the Town Manager-appointed Broadband Working Group investigated various options for improving broadband access on Block Island. As part of this process, the Working Group set out to define what it considered the ideal goals of a prospective solution. They identified two main goals for a New Shoreham broadband standard:

Broadband Project FAQs

- a. Supporting the year-round community's civic, educational, business and resident activities and needs.
- b. Improving the seasonal community's ability to work and communicate while on Block Island

In order to achieve these high level goals, the Working Group determined that any prospective solution should exhibit the following characteristics:

- a. Speeds at least as good as those generally available on the mainland
- b. Symmetric connections, where available upload speeds are generally equal to download speeds
- c. To the maximum extent possible, the Town should have operational control and decision-making authority over the network and its disposition, recognizing that with increased control comes increased financial responsibility.
- d. A high degree of reliability
- e. Relatively easy and economical upgrades for the foreseeable future, so that this investment in the community could last decades if not generations
- f. Minimal visual impact and disruption to the essential character of the island

Affordability was an important consideration for the Working Group, particularly in the context of minimizing the total cost over the anticipated life cycle of the solution and the requisite benefits or value to be derived across all segments of the community.

Many alternatives have been considered. A summary of these is provided in Appendix B.

Based on the objectives and characteristics it set, the Working Group determined that an Island-wide fiber optic solution was the best solution to meet all the requirements.

4. What about fiber optics makes them the best long-term solution?

Fiber optic cables are thin strands of glass through which information is transmitted in the form of laser light. There is no theoretical limit to the amount of data a single fiber strand can carry. Rather, the limitation is imposed by the electronics and laser that shine light through the cable. In order to upgrade a fiber connection, all that is needed is to upgrade the electronics on either end of the cable. Communications technology is a rapidly evolving field, and speeds available via fiber are generally increasing even as prices come down. Fiber optic cables have the potential to carry virtually unlimited amounts of information and last a very long time. There are fiber networks in operation whose cables were originally installed in the 1980s.

The solution proposed for Block Island of 1 Gigabit per second (Gbps) symmetric service (for both upload and download) per premise should be ample for virtually all requirements for the foreseeable future. A gigabit is one thousand megabits, or one billion bits, of information. Although fiber is initially more expensive to build than other technologies, it is relatively inexpensive to operate over its life cycle as compared to other technologies. Fiber does not suffer from interference that can affect other technologies, such as wireless services (e.g., mobile LTE or satellite).

Broadband Project FAQs

1 Gbps service will allow residents and businesses to have multiple simultaneous users take advantage of a mix of the following broadband opportunities:

- Web browsing, email, eCommerce, news and information
- Entertainment and streamed TV – Netflix, Hulu, Roku, Apple TV, Chrome TV, etc.
- Remote educational classes
- Skype for friends, family and business
- Telemedicine

5. Explain in simple terms the design of the fiber network on Island and why the Town selected it as the best choice for Block Island.

The proposed on-Island fiber network will connect the Town’s leased fiber in the National Grid subsea cable to all occupied premises on Block Island. There are two main designs for fiber to the premises in widespread use: passive and active, with active being the more expensive design. In an active network, each premise has a dedicated pair of fiber strands run directly to the central office. In a passive network, a single pair of strands from the central office can serve up to 64 houses with gigabit speed via a series of splitters. The “passive” name is due to the fact that the splitters used do not require power. Passive networks – also called GPON (Gigabit Passive Optical Network) – are the most common architecture used in fiber to the home networks. Both Verizon FiOS and Google Fiber use passive networks.

Block Island’s proposed network is an innovative combination of active and passive. Trunk cables will run from the central office at BIPCo to several remote equipment cabinets located at strategic points throughout Block Island. Most premises will be served via a passive connection to their nearest equipment cabinet to provide the best balance between speed and cost, with 16 premises served at gigabit speeds from each pair of fiber strands originating from each premise’s closest cabinet. Institutions or large businesses with higher than gigabit bandwidth requirements can be connected directly to dedicated fiber pairs if needed.



This network is initially planned to provide internet speeds to the premise of 1 gigabit per second (Gbps). This is more than 1,000 times faster than speeds currently available via Verizon DSL on Block Island, and generally at least 30 times faster than LTE cellular data services. The network will also include ample room to grow with Block Island’s needs into the foreseeable future and beyond.

This solution represents an investment in Block Island and its community. The Working Group, representing a cross-section of business and residents, believes that access to broadband is a critical requirement for the future viability of the community. With access to high quality broadband, full time residents will be able to work from home, thus opening new job options that may not require travel to the mainland. Students at the Block Island School will no longer learn with a built-in disadvantage as compared to their mainland peers. Seasonal residents will be able to work remotely and therefore spend more time on the Island. Potential visitors will no longer be forced to choose other locales with broadband service to enable the ability to work remotely and/or provide entertainment and connectivity options for family members. All users will benefit from ubiquitous access to broadband service.

Broadband Project FAQs

6. How will the network be run?

The Town will build and own the physical infrastructure, and hire a third party Network Operator, to operate and provide broadband internet service over the Town's network. New Shoreham has selected and is currently negotiating an agreement with Crocker Communications to be the initial Network Operator. Crocker is an established network operator located in western Massachusetts with 50+ years of providing communications service and 20+ years of experience providing internet access. The Town intends the Network Operator to handle all aspects of network operations, customer and technical support for subscribers, and billing. Subscribers will remit payment for their service to the Network Operator, who will deduct its contracted fee and send the remainder to the Town. The Town of New Shoreham will maintain complete control over what services are offered on the network and the prices for the services. User fees are still being worked out, but the Town could set them anywhere from zero, where New Shoreham essentially subsidizes broadband for everyone as an ongoing Town expense, up to a point where the Town makes a profit on network services. The Town's proposed plan is to define a rate structure that will pay for the cost of operating, upgrading and repairing the network. The more people who take service on the network, the lower prices can be for everyone.

7. What is the expected life of the undersea cable and the on Island fiber network?

The cable will have a lifespan of at least 20 to 30 years and probably more. It also carries power to the Island and will soon be Block Island's main source of electricity. Thus, it is reasonable to assume that the cable (and its replacement, decades from now) will be a permanent connection.

The on-Island fiber network will have a similarly long lifespan of at least 20 to 30 years, based on the history of fiber optic networks which have been operating for decades. With regular and appropriate maintenance and upkeep, the fiber network will last for the foreseeable future. These maintenance and upkeep costs, as currently estimated, have been included in the pricing model proposed by the Town.

The electronics that provide service on the cable have no formally defined lifespan, however it is anticipated they will last 5-10 years. The Town has budgeted an amount in its operational forecast for periodic equipment replacement. All the electronics will be housed either in peoples' homes and businesses, in the Town's central network shelter, or in environmentally sealed remote cabinets, safe from the elements.

8. Will internet service be able to serve all users on the entire Island?

Yes. The network is designed to provide direct fiber service to every occupied premise on the Island. It also leaves available capacity to provide service at parcels that don't currently have any buildings on them, but that the Town has identified as buildable. Additionally, it is planned to provide WiFi access to the downtown area. Over time, WiFi capabilities can be expanded to the Harbors and other public areas as well.

Broadband Project FAQs

9. Have other municipalities put in place similar arrangements (i.e., fiber optic infrastructure to be operated by others)? How did those work out?

Several other communities have done or are embarking on similar projects. In general, those communities with successful projects share many commonalities with Block Island:

- Building a network in a community where there isn't a comparable or sufficient broadband service
- Committing to a plan to pay for the physical infrastructure that does not require a certain number of people to subscribe to service
- Hiring an experienced operator to run the network
- Maintaining a sufficient level of control to replace the network operator if necessary

Some communities with similar networks that have been successful include Leverett, Massachusetts, Chattanooga, Tennessee, Lafayette, Louisiana, and Westminster, Maryland. Chattanooga and Lafayette's networks are operated by their local electric company, while Leverett's is operated by Crocker Communications, the selected operator for the Town's network. The Leverett project received 90% approval at the Town's 2012 Annual Town Meeting and went live in October of that year with over 650 of 800 household signed up to take service at the time of launch. The people of Leverett were no more inclined than homeowners anywhere to want a property tax increase, but proponents of LeverettNet, as the network came to be called, believed that the costs would be outweighed by the benefits. For homeowners at the median property value of \$278,000, the broadband taxes to fund the fiber build at a 4% borrowing rate would amount to \$25 a month. They reasoned that the property tax increase benefitted them because the availability of high-speed internet would raise property values, or at least prevent artificially depressing them. They recognized that people don't want to rent or buy where there is no high speed internet. The proposed tax increase for New Shoreham to build a fiber network is addressed in Question 51.

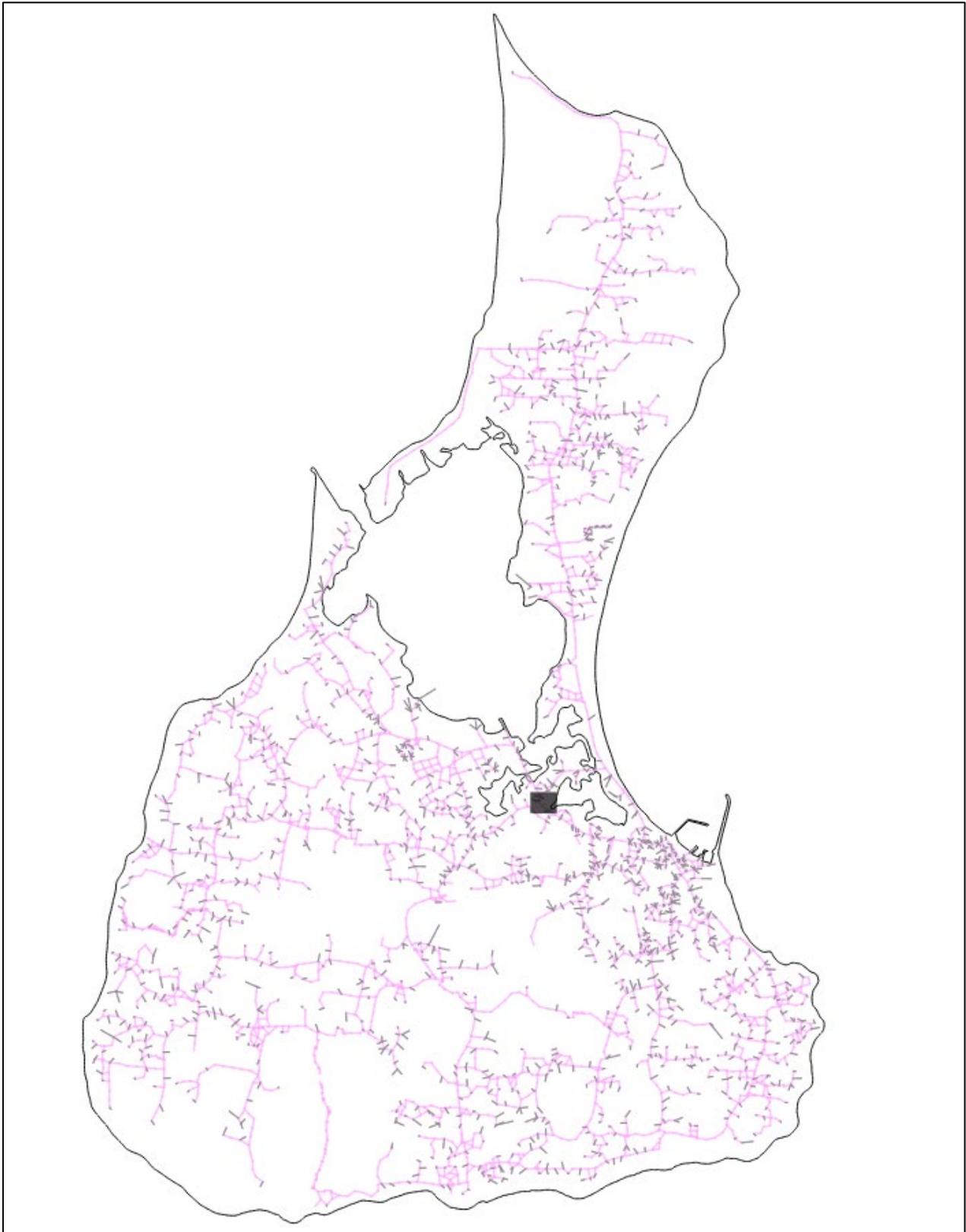
10. What service reliability can be expected?

Fiber is a very reliable and well-established technology. It has formed the backbone of all US telecom infrastructures for at least the past 20 years and is now ubiquitous worldwide. You can expect the fiber service (voice and data) to be at least as reliable as Verizon's landline service on the mainland. The major risks of service interruption will come from storm or other damage to the poles, and having an agreement with a fiber maintenance service provider is built into the project cost.

11. Is there a map of the proposed network?

Tilson has provided a mid-level fiber design. This includes a map of distribution fiber cables and drops to individual houses. In the below map, distribution cables are in pink and drops to premises are in dark gray. A proposed network equipment shelter at BIPCO is represented by the black rectangle. This design will be further refined as part of the final, detailed engineering work.

Broadband Project FAQs



Broadband Project FAQs

Legal and Regulatory

12. Is it legal for the Town to own and operate a broadband network that services the community?

Yes. Many other communities around the country have implemented or are implementing similar municipal fiber networks.

13. Will the Public Utilities Commission allow BIPCO to maintain the network?

The Town intends to explore every opportunity to realize cost savings by sharing maintenance resources across both the broadband and electric distribution networks on Block Island. While this exploration is at an early stage and the Town can't speak for the PUC, it is likely that an arrangement can be structured to benefit both electric and broadband consumers. It is the Town's belief that a thoughtfully-constructed agreement won't face a serious regulatory hurdle. Given the small size and isolation of the Island, use of an on-Island resource would represent the most cost-effective solution.

14. Who owns the fiber optic cable from the road/right of way to my premises?

This segment of cable is called a drop. The Town owns the drop, up to the demarcation box located on the side of your house or business. You own everything starting at the plug in that box. This is similar to the way that Verizon treats phone wiring, and the power company treats electric cabling.

Installation and Equipment

15. How does the Town plan on handling installation to individual homes and businesses?

The Town's installer will plan to run a cable (called a "drop") to each house on the Island, whether or not the homeowner chooses to subscribe. The cable will terminate in a small UL-listed weather-resistant box (similar to the one shown below, approximately 13" x 10" by 4") on the side of the house, near where electrical or telephone wiring comes into the house. The box is made from flame-retardant and impact-resistant engineering-grade thermoplastic and passes wind-driven rain certification with gasket-less sealing design.



If and when the homeowner chooses to subscribe, the Town or its Network Operator would provide a length of jumper cable that the homeowner can connect to the outside cable termination and run into their house any way they choose. The jumper cable just plugs into the existing outdoor cable, and into the indoor electronic terminal box the Town will provide at the time of subscription.

Broadband Project FAQs

All drops will be installed in the same manner as the premise currently receives power and telephone service. If you receive them by overhead lines, the fiber will also come overhead. If you have buried utilities, the fiber will also be buried. Fiber burial will be performed with an effort to minimize the extent of excavation required. It is envisioned that burial will use microtrenching, a modern method of burying cables with minimum disruption to the surrounding area. In microtrenching, a machine cuts a trench approximately an inch wide and 12-18 inches deep in which to lay the fiber cable and its protective conduit. In the below photo, a worker is placing fiber in a flexible conduit into a microtrench on a paved road, but this process is used to bring the cable to the premises as well.



The cable will take the most direct route possible, in consideration of property easements or other factors, to a location on the side of your house or business near where power or telephone are currently installed. The exact path will be determined just prior to installation. The fiber will end in a small plastic box mounted to the side of your home. If you have concerns over the specific location or routing, there will be an opportunity to discuss these prior to installation. You do not need to be home for the installation.

Remedies for property damages incurred during fiber installation will be addressed as part of the negotiations with the fiber construction contractor.

16. Will property owners be required to rewire their houses to connect to fiber?

It depends on the current setup at each location. In general, subscribers will need to run a single fiber cable into their home or business. The cable will plug into a small terminal box that each subscriber will receive, and, in the current plan, the terminal box can also act as an all-in-one Wi-Fi router. The terminal box is about the same dimensions as a standard Wi-Fi router. While Wi-Fi is convenient and appropriate for most residential users, some users may elect to use interior wired (Ethernet) connections for optimal performance.

Broadband Project FAQs

17. Will the Town's installer wire my home? Can I use my existing wires?

It depends on your specific needs. The installer can run the fiber cable into your house, or you can. If you subscribe to phone service, you can connect your terminal box to an existing phone jack after ensuring your house is disconnected from Verizon's system. This will allow the terminal box to provide fiber phone service to every phone jack in your house.

18. Why is the Town planning to install to every home and business? Wouldn't it be cheaper not to do this?

The reason for running drops regardless of whether the property owner chooses to subscribe is to take advantage of economies of scale. It's far cheaper on a per-premises basis to do all the drops at once rather than one by one as individuals decide to subscribe to service. In a similar vein, not everyone subscribes to landline phone service or runs off BIPCO power, but the cables to provide those services are generally present at the house anyway.

Of course, if a property owner doesn't want a drop and has no intention of ever subscribing, they can refuse the Town permission to run a drop to their home. Property owners who choose not to have the Town install a drop at the time of construction will be able to have one installed later should they change their minds, but should be prepared for a substantial cost to do so. Each property is different, but costs in the range of several thousand dollars are not unlikely. The Town acknowledges a need to identify for future buyers and transferees locations that have opted out and plans to define a methodology for tracking this information.

19. What in home/business equipment will I need? Is there a warranty on it? Who fixes it if it breaks?

Each subscriber will be provided with an Optical Network Terminal (ONT) that can also act as a Wi-Fi router, and this device will become the homeowner's property. ONTs are highly reliable commercial grade devices and are covered by a manufacturer's warranty. The Town is still evaluating alternatives for dealing with out-of-warranty replacements. Typical replacement costs are in the \$300-400 range, but as with all electronics the general pricing trend is downward over time.

Although the exact model has not been determined, the ONT option currently being considered is the Calix GigaCenter ONT, pictured below. The GigaCenter contains a built-in Wi-Fi router and provides two standard phone jacks and four Ethernet ports. It comes with a separate uninterruptible power supply containing a backup battery.



Broadband Project FAQs

20. Is there a monthly cost for this and can I buy my own to avoid a monthly cost?

There is no monthly cost for the equipment. You must use the specific ONT model approved by the network operator and designed to work with the network.

21. Can I use my own router / wireless access point like I do now?

Yes. Subscribers who prefer to manage their own networks or use their own router may place the ONT (which is still required) in bridge mode, as with any cable or DSL modem.

22. If I currently own vacant land, can I get a connection for future use?

Since there is no building on the land, it would be impossible to run a cable. Instead, the network is being designed to include extra fiber cable for each parcel of land on which a building can be built. You will be able to request a connection prior to building completion, to allow time to plan for the fiber connection.

Operations

23. Who will run the system and provide technical or customer support?

The Network Operator will handle all customer and technical support (including billing). It will also monitor the network to ensure its smooth functioning. When maintenance is required, the Network Operator will dispatch the Town's designated maintenance provider to effect repairs.

24. Who will be responsible for maintaining the fiber lines on the Island, the fiber line coming over my property, and into my home or business?

The Town will own all portions of the network on the Island, including the drop to your home or business, up to the demarcation box located on the side of your premise. The Town's designated maintenance contractor will perform all maintenance and repairs on the network. That contractor may be BIPCO or another third party. As with telephone or power service, the wiring in your home is your responsibility.

25. What if something happens to the undersea cable? Who fixes it?

The undersea cable is owned and maintained by National Grid, with the Town having a 20-year lease agreement (with provisions for renewal) to use eight fiber strands. In general, the deep portions of subsea cables are very reliable. Although the risk of damage is low, National Grid is responsible for repairing the cable in accordance with its agreement with Deepwater Wind, its agreement with the Town and its legal obligations to provide power to Block Island. Depending on the nature and cause of the damage, the Town may be assessed a pro-rated cost for the repair of its portion of the fiber.

26. Does BIPCO have the manpower to maintain the network?

Maintenance will be generally limited to repairing cables damaged by storms, fallen trees or other pole damage. BIPCO already performs a similar type of maintenance on power lines. Discussions are just beginning with BIPCO, and the actual manpower requirements will be better defined following these discussions and/or discussions with other potential service providers.

Broadband Project FAQs

27. I have heard that fiber optic cables carry laser light. Is this safe?

Fiber optic cables do indeed work using lasers. The lasers used in fiber optics operate in infrared wavelengths that are invisible to the human eye. They are perfectly safe as long as you don't look directly into the end of the cable. Since the laser is invisible, it may be damaging your eye, but you'd be unaware of it since you can't see the light. To mitigate this, the home terminal boxes used in the network automatically deactivate their transmit lasers when they detect they've been unplugged from the network. Also, the signal strength coming out of the drop cable is relatively low and should not present a danger with incidental eye contact. While it's never a good idea to look directly into a fiber cable, they are perfectly safe to be near. For the technically-minded, typical fiber to the home uses lasers in the 1490 nm band for downstream and 1310 nm for upstream.

28. What happens in a power outage? Will the internet still work?

Under the Town's plan, each customer ONT will include a small Uninterruptible Power Supply (UPS) with an internal battery that will provide up to 8 hours of backup power. The UPS is expected to last as long as the ONT. Should the UPS battery fail, the cost of replacement through the Network Operator or Town is expected to be in the range of \$50 or less. The corresponding equipment in the central network shelter is backed up by both battery and generator systems, and can run for over 24 hours without grid power.

29. Will the ONT use much electricity at my home to run it?

The terminal uses about as much power as a standard Wi-Fi router or other small electronic device. The power adapter for the ONT currently being considered has a 12VDC, 2.5A rating.

30. What happens if the selected Network Operator goes out of business or provides poor service?

The Town has begun the process of negotiating an agreement with Crocker Communications as the Town's Network Operator. The final agreement will include provisions for regular revisiting of the relationship and the option for either party to cancel the contract if needed. The Town is currently considering an initial term of 3 years, with provisions for renewal. Crocker has established an excellent service track record over the last 20 years. In the unlikely event that Crocker or a future Network Operator goes out of business, the Town would select another to manage the network. This is also why the Town plans on owning the equipment that runs the subsea fiber, as well as the equipment that runs the on-Island network. If the Network Operator departs the Island for any reason, all of the infrastructure required to run the network will stay in place.

31. What kind of contract does the Town expect to have with the Network Operator?

The agreement is structured so that the Network Operator/ISP provides service on the Town's network for a fixed cost plus a variable component based on number of customers. The Town of New Shoreham will exclusively determine what costs are charged to end users, and what services are available on the network.

In structuring this project, the Working Group chose to maintain the maximum amount possible of Town control over the network and its services

Broadband Project FAQs

32. What quality measures and service level agreements (SLAs) will the Town have with the Network Operator? What recourse and remedies will be available to the Town if the SLAs aren't met?

The Town expects the Network Operator to commit to SLAs around network uptime, latency, mean time to service restoration, and customer service availability and responsiveness. Recourse will range from credits to termination of the agreement. The Town is currently negotiating with Crocker Communications with the expectation that they are to be long-term partners.

33. What is Crocker's track record in providing internet service?

Crocker Communications was founded in 1963 as a telephone service provider and is western Massachusetts' largest and oldest, family-run internet service provider. It has provided internet access services since the mid-1990s and has for the last few years been the ISP running the fiber to the premises network in Leverett, Massachusetts. Customer satisfaction surveys in Leverett show a 94% satisfaction rate with Crocker's service and responsiveness. Although Leverett is Crocker's only contract with an entire municipality, they provide internet service throughout western Massachusetts. They are also the major provider of eRate internet service to the schools in western MA. It should be noted that Leverett, MA is in the process of replacing Crocker as their contracted network operator as the result of a recent competitive end of term bid process. Crocker's bid was higher than the company awarded the new contract (OTT). This is the same type of flexibility the Town expects to have in selecting one or more service providers over time.

Services Provided on the Network

34. What internet speeds will I get?

Although throughput guarantees are not typically a feature of residential connections because they are cost-prohibitive, every subscriber on the Town's network is expected to experience speeds at or near 1 Gbps for both upload and download. This is 1,000 times faster than a 1 megabit per second connection on Verizon DSL, and at least 30 times faster than a standard LTE mobile connection. The Town will ensure that the network utilization is closely monitored and the network tuned so that users obtain 1Gbps speeds. The Town's Network Operator will proactively monitor the network and will advise the Town when additional bandwidth is needed, at which time the Town will take steps to increase network capacity.

35. Will I be able to make phone calls using the fiber service?

There are two types of phone service you'll be able to use on the network. The first is basic landline (voice) phone service that Crocker Communications offers. It includes unlimited calling in the United States and can be used with your existing phone jacks and landline phones. The Town will determine the actual fee and disclose the amount of any taxes charged to users for this optional service.

The second type of phone service is a third party voice over IP service. There are many providers of such services, and you can typically use either a computer, mobile phone, or regular landline phone, with an appropriate adapter sold separately. This type of phone service is not provided by Crocker and will simply use your internet connection.

Broadband Project FAQs

36. Can I keep my existing landline phone number with the new service?

Yes, you can move your existing landline or mobile number to the fiber telephone service or to most third party voice over IP services; there may be a small one-time fee to do so.

37. How will E911 work?

If you subscribe to phone service through the Town's network, E911 will work the same way it does today. If you subscribe to a third party voice over IP service you will need to confirm E911 details with them, which usually includes a requirement that you register your physical address.

38. Will the network provide TV service as well?

An included managed TV service is not being contemplated initially, but individual subscribers are free to subscribe to any of the plethora of IPTV services available, or just stream their TV from Netflix, Amazon, HBO, Showtime, and many others. An advantage of the network design the Town has chosen is that it can also be used to provide cable TV-like service, should the Town choose to solicit one or more provider(s) willing to provide these services.

39. I have satellite TV now. Do I need to keep that or will this internet service offer me additional options?

You do not need to keep satellite TV service, but you may. Fiber internet will make numerous options available for streaming from Netflix, Amazon, HBO, Showtime, and many others. Streaming TV services provide options that are either free or on a per channel basis, enabling you to pay only for the channels you use. Many people with true broadband capability on the mainland have cancelled their TV service and watch online programming exclusively. If you are interested in this, you may want to investigate streaming players, which make it easy to watch shows online. Popular options include Roku, Google Chromecast, Apple TV, and Amazon Fire.

40. Why aren't you planning on offering TV service?

Although TV service isn't considered a priority in the startup phase of services deployment, the Town can choose to add this service at a later date. This will require researching available providers and costs at that time. Content licensing costs for providing traditional-style cable TV service are typically prohibitive for a small network.

41. Can I choose just phone or just internet service? Do I have to subscribe to both?

You can choose to subscribe to voice service, internet service, both, or neither. As noted earlier, the greater the number of subscribers, the lower the subscription costs can be for everyone.

42. Are there any data limits or caps as in other services?

Unlike with other internet services, including cellular and satellite, there are no data limits or caps.

43. Can I still use my existing email address?

If your existing email address is tied to your current internet provider, you will need to check with your provider to determine whether they require you to subscribe to their service as a condition of

Broadband Project FAQs

keeping your email address. If your email is not tied to a provider (such as those from AOL, Gmail, Yahoo, and others) then you can use your existing email regardless of who your ISP is.

44. Will I now be able to use ultra-high definition services such as Netflix or HBO NOW?

Not only will you be able to stream Netflix, HBO NOW, and others in 4k resolution, you'll be able to stream multiple 4k programs at once while surfing the web and video chatting with people on the mainland.

45. My cellular provider offers me Wi-Fi calling with my cell phone. Will the new service offer this even if my home lacks cell phone coverage?

Yes. You will be able to use your cellular provider's Wi-Fi calling feature with the fiber internet service and its associated WiFi, provided you have a compatible handset and you activate the feature with your mobile provider. Check with your cell service provider for further details.

Financial

46. How much will it cost to take service on the network?

User fees are still being worked out, but the Town is striving to achieve service costs that are comparable to what mainland customer pay for comparable services on the mainland. Appendix D provides a preliminary pricing sheet.

47. How much will the network cost to build?

Tilson has completed mid-level engineering and provided an estimate of approximately \$6.2 million for the network, plus a \$2.1 million contingency, for a total of \$8.3 million. The Town, after Tilson's final network engineering and design will issue a Request for Proposals (RFP) to solicit bids from construction contractors to build the network – the cost of construction labor is the greatest unknown at this point. It is likely that some aspects of construction, such as labor, will be more expensive than anticipated, while the Town may see cost savings elsewhere. As the detailed engineering progresses, Tilson will identify areas for potential savings and expenses.

48. How much will the network cost to operate?

The Town is working to finalize these cost estimates and preliminary estimates are reflected in the monthly subscription costs provided in Appendix D.

49. What is the cost to the Town to maintain the network?

This is dependent on the Town's agreement with its maintenance contractor, whether that is BIPCO or another contractor. It is also dependent on how much damage the network experiences from storms or other causes. Other than damage repair and tree trimming, there is not a lot of maintenance required. Discussions with BIPCO and an understanding of the factors that contribute the maintenance of the electrical distribution network on Block Island will help in arriving at reasonable estimates. Refer to Appendix C for detail.

Broadband Project FAQs

50. What Federal or State assistance can the Town expect, both for capital expenses and operational costs?

Tilson has conducted an inventory of available funding grants for the Town. There are a handful of federal programs available, and the Town intends to pursue opportunities to obtain these funds. However, there is almost no chance that available grant funding will provide more than a fraction of the money needed to construct an Island-wide network that serves residents and businesses throughout the Town. The funding opportunities are subject to competitive bidding processes, so it is not possible to say for certain at this time how much funding the Town will receive, if any. Furthermore, some of the most significant opportunities are available to entities that already have a broadband network established, so obtaining a commitment from the Town to build a network and working with an experienced Network Operator will provide the Town the greatest opportunities to pursue funding that would offset some (but not most) of the capital and operating costs of the network.

51. Will there be a tax increase on bonding? How much and how long?

The Town has calculated that a project cost of \$8.3 million would result in a property tax increase of \$265 per million dollars of valuation annually for 20 years.

For a household with the average assessed value on Block Island of \$750,000, this implies an approximate tax increase of a little less than \$17 per month, or \$.54 per day. For a household with the mean assessed value of \$885,000, the approximate tax increase would be \$19.58 per month, or \$.64 per day. For a household with the median assessed value of \$911,520, the approximate tax increase would be a little more than \$20 per month, or \$.66 per day.

52. What will the annual payments be to pay off the bond?

There are several considerations in how the bond and its payments will be structured, but in its simplest form an \$8.3 million bond over 20 years with a 4.0% interest rate would carry annual debt service of approximately \$607,000.

53. How will this bond be rated? What interest rate can the Town expect?

The Town of New Shoreham is currently rated 'AA' by Standard & Poor's, and is using 4.0% as an assumed interest rate. The Town's most recent public offering (2012) carried an average 20-year coupon of 3.3%, ranging from 2.0% to 5.0% depending on duration.

54. The Town is proposing a 20-year bond issue to pay for initial build-out the network. How long will the network last, and when in the lifecycle will new capital investments need to be made? How will these be funded? Have contingency funds been set aside?

The network will have a design life of at least 20-30 years. With regular and proper maintenance, it can last into the foreseeable future, though older stretches of cable might need replacement at times. Electronic equipment typically has a 5-10 year refresh cycle, but this will ultimately depend on the Town's appetite for replacing functional equipment. The operating budget and financial model Tilson has created includes an annual reserve of approximately \$50,000 for equipment refreshes. Refer to Appendix C for detail.

Broadband Project FAQs

Subscription Requirements and Costs

55. What specific costs will subscribers pay for services?

These details are still being worked out. The intent is for a single flat rate for internet service, another rate for phone service, and the ability to mix and match those services as desired. The Town is planning to purchase bulk bandwidth from its Network Operator and internet service provider, and have flexibility to set rates in a manner that makes the most sense for the Town. Typically, business rates are higher than residential rates, since in general businesses tend to use more of their available bandwidth more often than residences do. However, the Town may choose to differentiate businesses whose usage is anticipated to be more in line with residential use (e.g. small shops) and those that are more likely to be heavier bandwidth users (e.g. hotels). This flexibility will need to be addressed during negotiations with our selected service provider. Preliminary pricing is shown in Appendix D.

56. Will recurring prices increase over time? Any limit on increases?

The Town will determine any price increases or decreases. As more people subscribe to service, it may be possible to reduce prices for everyone. Equipment and bulk internet prices are expected to decrease over time, which could enable price reductions and/or service enhancements, as determined by the Town.

57. What will the monthly and installation costs be?

These are still being determined, but a targeted range for residential service is not more than \$60-90 per month for 1 Gbps internet and \$20-30 additional per month for phone service including unlimited long distance calling in the United States. Lower prices may be possible as more people sign up for service. Appendix D provides preliminary pricing, which is currently set at \$70 for 1Gbps internet service and \$25 for phone service.

58. Will I still need to have phone or DSL service through Verizon? What about satellite TV service?

It's up to you. With the fiber network, you will have high speed internet up to 1,000 times faster than Verizon DSL. You'll also be able to make all-digital, fiber optic voice calls anywhere in the United States using your existing landline phones. You can choose to cancel your Verizon phone or DSL services and save that money, or you can retain them for as long as Verizon remains a service provider on Block Island.

As for TV, the network is capable of providing cable TV services but these are not planned at this time. Should the Town wish to procure these services, it could enter into discussions with potential providers, or people could develop their own solutions. More and more people these days with high quality broadband access are choosing to "cut the cord" and get all their TV over the internet. There is a wealth of streaming content available from Netflix, Amazon, Hulu, HBO, Showtime, and many, many more.

Broadband Project FAQs

59. I don't want a connection now, but I might in the future. What can I do?

The Town currently plans to connect all premises on Island by running a fiber optic cable to them. If you do not want to take service at this time, you will still have a cable run to your house or business, which will give you the option to easily establish service at a later date. The cable will end in a small plastic box attached to the outside of your structure, near the power meter and telephone connections. If and when you choose to subscribe, you will be provided with a cable to plug into the box, route into your home or business, and connect to an indoor network terminal and Wi-Fi router that the Town will provide for a connection fee.

If you decline having the Town run a cable to your house or business during network construction but change your mind later, you will be responsible for some or all of the cost to run the cable. Every property is different, but the total cost could be in the several thousand dollar range.

60. Should I keep my Verizon telephone landline service, or save money and cancel it?

It's up to you. You can keep your Verizon landline service, move your number to the fiber service, or keep your landline number and get a new number for the fiber service. The phone service offered through the fiber network will have the same quality or better than currently available. If you are worried about power interruptions and the existing eight-hour battery backup isn't sufficient for your needs, you can install a bigger battery, set up a generator, or keep Verizon landline service.

61. Is there a minimum subscription period and can I do a seasonal suspension of service?

This is a consideration that can be determined by the Town. The current assumptions allow for seasonal disconnect/reconnect however the disconnect/reconnect fees are set at a level sufficient to recapture the lost revenues of six months of service.

62. Can I pay with a credit card or a check?

The Town expects that both of these forms of payment will be accepted.

63. Is there a credit check required or a deposit to start the service?

This is a consideration that can be determined by the Town. At this time, the Town does not intend to require credit checks.

64. Any reduced costs for low income or elderly?

This is a consideration that can be determined by the Town. The current assumptions do not have elderly or low income cost tiers.

65. Will I receive a paper invoice in the mail or is it just online billing?

The Town expects that customers will be able to choose either or both.

Broadband Project FAQs

Alternatives to the Proposed Fiber Network

See Appendix B for additional information on fiber alternatives.

66. Is satellite internet service a reasonable alternative to fiber?

You can choose to subscribe to satellite service, if you prefer. The major providers are Exede and HughesNet. Satellite broadband service is typically limited to about 15-20 Mbps download (50 times slower than the fiber option), 1-2 Mbps upload (500-1,000 times slower), and has very high latency. Latency is the time required for the signal to go up to the satellite, back down to Earth, and return back up and down to you with the reply or website content you were looking for. High latency makes it nearly impossible to do things that require real time connectivity, like voice or video chat. Bad weather can also interfere with satellite service. With respect to cost, satellite plans generally include significant data caps and overage fees. For example, Exede charges up to \$160/month for 25Mbps service with a 30 GB monthly data cap¹. Use of streaming services, such as Netflix, can quickly reach data caps. For example, Netflix consumes 0.7 GB/hour for SD video, up to 3 GB per hour for HD video, and 7 GB per hour for Ultra HD video. Using satellite or other data-capped services to stream videos uses a lot of data.

67. Is LTE mobile data, like from Verizon Wireless, AT&T, T-Mobile, or Sprint a reasonable alternative to fiber?

LTE is great for mobile use, but under data plans commonly offered, there are downsides for households and businesses that want to rely on it for primary internet access. LTE data plans often come with data caps, and users that exceed those caps pay extra. Home and business monthly internet consumption commonly exceeds the usage allowance on many mobile plans. Even “unlimited” wireless data plans may slow down or “throttle” usage that exceeds a certain monthly data threshold. There may also be limits to the amount of data that can be shared with other internet devices in the home, such as home computers through mobile phone “tethering.” In fact, many mobile phone users control their monthly mobile data consumption by using in-home or in-business Wi-Fi when it is available, an option that works best when that Wi-Fi is connected to robust home or business internet service. The proposed fiber network is designed to provide truly high-speed service without any usage caps. Use of streaming services can use a lot of data; Netflix consumes 0.7 GB/hour for SD video, up to 3 GB per hour for HD video, and 7 GB per hour for Ultra HD video.

In addition, cellular providers on Block Island use a microwave link to the mainland, which gets overwhelmed in the summertime. One of the benefits of the proposed network will be better, fiber-fed service to home, business, and public Wi-Fi hotspots. Offloading more of the data traffic from mobile phones from cell towers to Wi-Fi can reduce congestion on cellular networks, and provide a better experience for all cellular users.

¹ Data accessed from Exede’s website on 21 Feb 2017

Broadband Project FAQs

68. Can the Town just make a deal with one of the wireless operators like AT&T or Verizon and give everyone a discount deal on service?

The wireless operators still use their own microwave links to provide backhaul connectivity to the mainland, with the available bandwidth being only a tiny fraction of what is available on the subsea fiber. During times of peak use, the service would still encounter the same problems it always does. While it's possible that providers might be interested in buying capacity on the fiber, they have not indicated a desire to do so. Also, wireless carriers usually impose highly limiting data caps. Lastly, these companies are not likely to be interested in such a deal. They already have people on the Island paying top dollar for highly variable service. It is unlikely that they would want to contractually reduce their revenue in exchange (presumably) for committing to an expensive buildout of services.

69. What about a coaxial cable system like those used by Cox or the old Block Island Cable Co? Wouldn't that be cheaper?

Modern cable networks actually use fiber optic cables extensively, and only the last part of the network connecting to the customer is not fiber. With upgrades, cable companies can deliver fiber-like speeds over coaxial cable systems, so companies that already have these networks built often find it is cost-effective to extend and upgrade them instead of replace them. Building a new coaxial cable system, however, is not less expensive than building a new all-fiber network and an all-fiber network can deliver even greater capacity.

70. What about having Verizon or Cox build out their networks on the Island?

When the Working Group issued its RFI for internet services, it included a potential operating model, targeted at Verizon and Cox, where the respondent could build, own, and operate its own network and use the Town's subsea fiber strands for connectivity to the mainland. Neither Verizon nor Cox responded. The Town had reached out to Verizon many times and each time the response was that Verizon cannot make a business case for replacing its existing infrastructure. Verizon also expressed its unwillingness to provide service over the subsea fiber leased by the Town, indicating that their policy is to control their own fiber. Verizon chose not to respond to the Town's RFI. On the other hand, Cox did initially express its intent to respond to the Town's RFI, but after evaluating the business case for building out a network, they also declined to respond.

71. Nantucket is an example of an island with good internet connectivity. Why can't we do what they did?

Nantucket has existing service primarily from Xfinity/Comcast and Verizon. Those companies have built their networks on Nantucket in accordance with their own internal profitability requirements. Block Island is not within Comcast's franchise area, so it cannot offer service on the island. Verizon has already indicated it is uninterested in building out further capacity on Block Island. A small percentage of Nantucket residents can also get Sovernet DSL, which is capped at 1 Mbps.

Broadband Project FAQs

Other Technical Questions

72. Can I obtain a fixed public routable internet Protocol address? Is there a charge for this?

Residents who subscribe to a business plan can obtain a static IPv4 address and/or a static block of IPv6 address space. While a single static IPv4 address is expected to be provided at no additional charge, we will be negotiating with Crocker on pricing for static blocks of IP address space. We will update pricing as negotiations proceed and rates are finalized.

73. Are there any restrictions to running services such as web hosting or an email server?

The Town expects that the agreement with the Network Operator will not restrict subscribers from running servers, with the proviso that any such servers should not be used for illegal activities. Users that are determined through network monitoring to use high bandwidth levels on a sustained basis may be required to upgrade to a business plan. Actual levels will be defined as this project progresses. Also, if a server interferes with the network or its operation, the Network Operator will need to have the right to limit or manage that user, including suspending access, until the required remediation is accomplished. The goal is to ensure that equitable service is provided to all subscribers.

74. Will the Network Operator offer content filtering or blocking of IP ports or services?

The Town does not expect the Network Operator to offer content filtering or blocking, and will prohibit content blocking or filtering at the network level.

75. Will the Network Operator allow me to register a PTR record in its reverse DNS for my IP addresses?

Internet Service Providers typically register the appropriate A and PTR records pointing to their own domain and identifying the IP address as part of a dynamic pool. They usually do not provide custom reverse DNS for dynamically-assigned addresses. People who purchase static addresses can usually implement custom records, and can often choose whether to have the ISP manage those records on their behalf.

76. Will the service ever have congestion? Are services prioritized?

The Town expects the network to be operated in a manner consistent with network neutrality. Services are not prioritized, though the Network Operator may take steps to ensure that subscribers experience consistently high quality phone calls. The Network Operator will also take the steps necessary to avoid network congestion that will impact the users' experience, so all users experience a reliable and fast connection.

77. How much bandwidth will be available in aggregate across the undersea cable? How much of that is available as actual internet connection bandwidth?

The Town has the right to use eight strands of fiber in the 24-strand subsea cable. There is no theoretical limit to the throughput available in a single strand. The Town will procure network equipment capable of providing potentially hundreds of gigabits per second across the subsea cable. The current plan is for an initial 10 Gbps connection on the subsea cable, easily expandable as the need arises. The Town is investigating options for seasonal bandwidth increases to avoid congestion in the summer months.

Broadband Project FAQs

Crocker peers with multiple Tier 1 providers at 1 Summer Street in Boston. There is as much bandwidth available as the Town may need for the foreseeable future and beyond.

78. Will the Town ensure that priority services are available for community institutions (e.g. Police, Fire, School, Medical Center) in case of congestion?

Although services will not be prioritized on the network, the Town anticipates operating essential municipal services on a separate virtual network, via use of a separate wavelength on the on-Island and subsea fiber that does not share capacity with the main network. One of the advantages of the fiber network is the ability to readily expand capacity as usage increases and *avoid* congestion.

Other Project Questions

79. Why isn't the Town proposing to implement this project in phases?

The Town is proceeding with the entire project as a single phase. The risk with a multi-phase project is that Block Island winds up with a partially-built system, and the Town wants to avoid that risk.

80. If the Town offers phone service on this network, will Verizon leave the Island as a phone provider?

Currently, Verizon is legally required to provide landline phone service to all premises on Block Island that request it. This is called being the "provider of last resort." They cannot leave the Island. However, there is no guarantee that these policies will remain in place indefinitely into the future, even if the Town does not build a network. Should Verizon be relieved of provider-of-last-resort obligations, the Town's proposed network would provide a ubiquitous network on the Island capable of delivering telephone service.

81. Will the Library continue to offer free Wi-Fi?

This is up to the Library, but the Town does not expect any reductions in service. To the contrary, it is anticipated that improved speeds and connectivity will improve the Library's free Wi-Fi offering.

82. Will there be Wi-Fi hotspots on the Island for visitors or other non-subscribers? Will there be a charge for this?

Some public Wi-Fi is contemplated in the network design and cost models, particularly in the downtown area. The specifics have yet to be determined. The Town contemplates access for existing broadband subscribers to be free of charge, while there would be a charge for others.

83. Are there back up links?

The existing Verizon landline and cellular providers operate independent links to the mainland, which provide some redundancy for Internet and phone service. The Town initially contemplated building a backup microwave connection for the fiber network, but due to cost considerations does not currently plan to do so. The Town will continue to investigate grant opportunities for funding this.

Broadband Project FAQs

84. Will privacy protections be in place so the Town or Network Operator or maintaining authority will not be able to see my internet use?

Neither the Network Operator nor the Town will monitor or log residents' internet use aside from the extent necessary to provide service and troubleshoot. Crocker's privacy policy is available on its website, www.crocker.com.

85. Does the Town intend to eliminate its own use of Verizon's terrestrial voice and data services? How much money will / could the Town save annually by doing so? Does this include the School and Library?

The Town does intend to migrate to the Town-owned voice and data systems. The timing of those changes will be structured to minimize contract termination fees. It is expected that the Town's migration (including the library) will be cost-neutral but with significantly improved service, although there may be additional costs for new equipment. Current costs for Town voice and data service is approximately \$50,000 annually. A solution for the School is still being developed since its needs and funding sources are unique and explicitly regulated.

Broadband Project FAQs

Appendix A. Project History

The Town's Broadband Initiative grew out of ongoing frustration on the part of residents, businesses, Town government and visitors with the limited and unreliable internet service available on Island. As available and common internet speeds continue to rise on the mainland, Block Island has been stuck in a time warp, where speeds of 512K to 728K that were long ago considered "high speed" are the norm here. Those wanting to live, work and/or play on Block Island have had to forego the many internet capabilities taken for granted on the mainland, including eGovernment, telemedicine, long distance education, entertainment options, business-grade video-conferencing and many others. This has negatively impacted School curriculum and testing requirements, impacted Public Safety and Town government operations, limited health services and at times even impacted Medical Center billing and Town payroll processing.

The Town has engaged in many activities over the course of several years to improve internet service to the Island, beginning formally in 2009 when it participated in an effort by the Ocean State Higher Education Economic Development and Administrative Network (OSHEAN) to prepare and submit an application to the National Telecommunications and Information Administration (NTIA) for a Federal Broadband Technologies Opportunities Program (BTOP) stimulus grant to bring vastly increased capacity to the Town's community anchor institutions (schools, libraries, universities, community colleges, hospitals and government agencies) in Rhode Island and Bristol County, MA. OSHEAN won an over \$26 million award to build what is known as the Beacon 2.0 fiber optical network backbone networks, completed in August 2013 and connecting over 125 regional CAI facilities.

Unfortunately, these did not include any on Block Island. Block Island was removed from the grant application prior to submission to NTIA because OSHEAN did not deem a connection to the mainland feasible at that time.

For many years, the Town, School and Police Department experienced frequent and often lengthy outages, as did local residents and visitors staying here. Verizon repeatedly failed to acknowledge a problem, were unable to properly identify the problem and/or were unable to bring the appropriate resources to bear on a resolution. Residents and summer rental managers began bringing their complaints to Town Hall as well. The Town persistently provided evidence and raised our concerns to Verizon managers, and requested help from the PUC. Finally in 2010, Michele Cinquegrano, Regional Director, Verizon Government Affairs, began working closely with the Town to investigate and facilitate resolution of Island customer complaints. The Town succeeded in getting two on Island Verizon technicians and the response to outages gradually improved. Yet the quality of internet access did not improve for many.

Along with our successes with Verizon came disappointment, as it became increasingly apparent that making significant internet speed improvements was not in Verizon's short or long term business plans. Modest changes were made to increase capacity of Verizon's microwave link to the mainland, but that was only to accommodate additional usage volume in the spring of 2015; however the DSL download speed cap of 728K (< 1 Mbps) remains to this day. While the FCC definition of "broadband" was 3 or 4Mbps (Megabits per second) at that time, that definition has now increased to 25Mbps.

Broadband Project FAQs

In 2012, the Town began discussions with Deepwater Wind to secure a lease for fiber as part of the wind farm project, and subsequently negotiated with Deepwater to receive eight strands of fiber as part of payment for an easement granted across the town beach for the undersea transmission cable.

In the fall of 2013, the Town reached out to Senator Reed's Office for assistance and was introduced to Stuart Freiman, then the State's Broadband Program Director. With an initial phone call between the Town Manager, our IT Consultant and Stuart, our broadband direction changed forever. The Town received expert guidance from Stuart that focused Town efforts and brought additional resources to the cause. Broadband RI hosted a New Shoreham Broadband Exploratory meeting at the RI Department of Administration with the State Digital Officer (and later CIO) Thom Guertin, OSHEAN CEO David Marble, and representatives from the RIPUC and EA Engineering attending. In January 2014, the Town Manager brought all Town efforts together in the form of a Broadband Working Group, with representatives from a cross-section of residents and business. The Town conducted formal speed tests throughout the Island in May and July 2014 and analyzed these with the assistance of EA Engineering.

Through the efforts of Stuart Freiman and Thom Guertin, New Shoreham was included in a Broadband Study of Aquidneck Island conducted by Tilson Technology, a Maine-based broadband consulting and engineering firm having experience with Island broadband initiatives. Tilson delivered their report to the Council in January 2015. Based upon information available and assumptions made at that time, the cost of building an on-Island fiber network was estimated to be in the \$4.3 million range. Though a less expensive hybrid wireless solution was also presented, it would require erection of additional tall towers on the Island in locations that would have a significant impact on viewsheds, and this solution was not deemed suitable by the Broadband Working Group, and that seemed to be the consensus during discussion during Tilson's presentation to Council.

The Town successfully negotiated with National Grid for a 20 year fiber lease agreement that was signed in the fall of 2015. Though National Grid held firm for many months on limiting the Town to four fiber strands (in spite of Deepwater's commitment), the Town ultimately secured the eight strands at a cost of \$20 over 20 years. The agreement includes a provision for cooperating in good faith to discuss renewal of the agreement one year prior to its expiration.

Following delivery of the Broadband Study report, the Town engaged Tilson to assist with development of a Request for Information (RFI) for Broadband Services. This RFI process resulted in selection of Crocker Communication as the Town's selected broadband partner. Tilson also conducted a preliminary field study and mid-level engineering design that was used to prepare a project cost estimate. Where the initial estimate had assumed 80% overhead and 20% underground runs, the field work indicated 80% underground runs, which are more expensive than aerial. Current cost estimates, along with underlying assumptions are presented later in this document.

At a September 2016 Financial Town Meeting, voters approved the purchase of two-thirds controlling interest the Block Island Power Company (BIPCO). In addition to enabling the ratepayers to control and manage BIPCO operating and investing decisions, this purchase may offer the Town and BIPCO a unique opportunity to coordinate in support of Island-wide broadband initiatives.

Broadband Project FAQs

Appendix B. Comparison of Broadband Network Alternatives

The following table, though not intended to be exhaustive, includes available alternatives that were considered at the beginning of this project. It also includes one solution that has recently been mentioned that is not operational yet and cannot be properly evaluated. Comparison of monthly costs to the consumer for each of these solutions is difficult due to the many variables involved. Among these are specific service provider, “bundled” plan options, and charge for data cap overages. The Town is working to gather this information and will provide in a future information update.

Technology	Characteristics	Maximum Speeds	Challenges	Data Caps / Overage Charges?
<i>Technology Solutions That Are Available on Block Island Today</i>				
DSL (Verizon)	DSL in most regions beats fiber in price but not necessarily in value, because fiber offers a faster, more reliable connection for a price that is not astronomically higher than DSL.	On Block Island, 768Kbps down / 384kps up Can support only basic online activities such as simple web browsing, email, file downloads. Streaming video generally unavailable.	DSL runs on Verizon aging copper infrastructure using microwave backhaul to the mainland. Verizon is unwilling to invest in significant improvements to on island infrastructure or consider partnering with the Town for use of the subsea fiber for backhaul. Upload speeds limited.	No
Satellite	Requires an outside antenna for data to travel over the airwaves. Latency is typically high, which causes interruptions of any streaming applications.	200 Kbps – 8 Mbps Actual speed limited by provider plan; data usage caps and overage charges apply	Excessive latency (delay) precludes use of many broadband applications, such as streaming video, video conferencing. Upload speeds limited.	Yes
4G Cellular	As with fixed wireless, signals degrade with distance from a tower which results in spotty on island coverage. Backhaul is currently limited by carrier’s microwave links to the mainland.	2 Mbps – 18 Mbps Actual speed limited by carrier plan; data usage caps and overage charges apply	RI 5G project excluded Block Island	Yes

Broadband Project FAQs

Technology	Characteristics	Maximum Speeds	Challenges	Data Caps / Overage Charges?
T1 (Verizon)	T1 service is not available in all areas of Block Island; cost for single T1 service is in the range of \$500 month. The Town Hall is serviced by a single T1 and the School is served by 3 bonded T1s. T1s are a 1980s-technology designed for businesses of that era.	1.5 Mbps (more with bonded T1s)	Limited availability and high cost per Mbps. Special network equipment required to connect to Ethernet.	No
<i>Technology Solutions That Could Be Implemented On Block Island Today</i>				
Fiber	Fiber provides the most mature technology option for reliability and speed and once the fiber infrastructure is build, offers a lower cost to deliver each Mbps as compared to other technologies. The availability of fiber broadband service is expected to have favorable impacts on the local economy, property values and quality of life.	1Gbps – 1,000Gbps 1Gbps planned initially, though planned equipment supports 7 times that on 1 fiber strand. Supports music / video downloads/streaming; online gaming, connecting many devices (computers, mobile devices, smart TVs, household devices, VOIP telephones); upload speeds typically match download speeds.	Initial construction costs higher than other technologies.	No
Fixed Wireless	Requires relatively tall and visible towers on the island. Technical limitations of wireless prevent it from scaling to meet growing bandwidth requirements. Lack of spectrum limits speed and capacity. Weather and	1 Mbps – 1.5 Gbps	Although initial investment may be less for a wireless network, the cost to deliver each Mbps to a customer can be significantly higher. Currently available wireless	Yes

Broadband Project FAQs

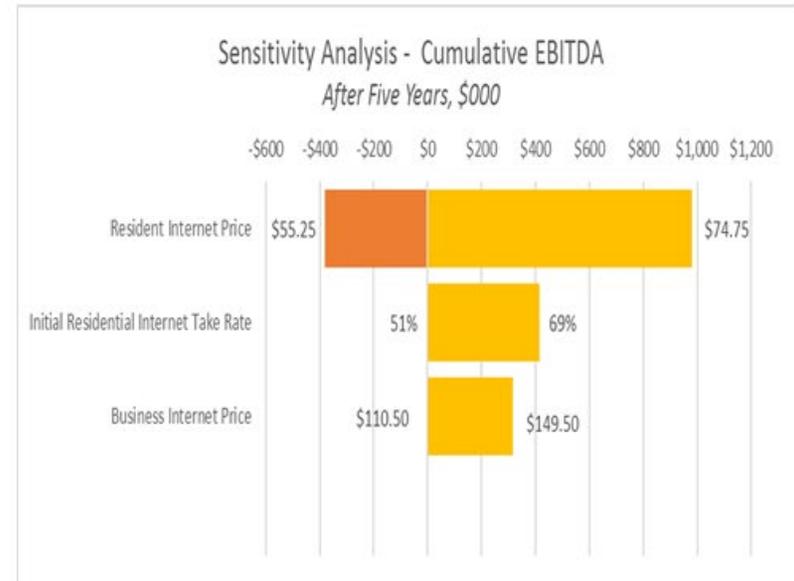
Technology	Characteristics	Maximum Speeds	Challenges	Data Caps / Overage Charges?
	terrain reduce the effect of (attenuate) wireless signals, limiting availability and reducing reliability. Wireless signal strength influenced by distance from tower. Wireless technologies are not economically scalable to higher broadband speeds		technology still has inherent limitations in terms of speed, latency, capacity and reliability. Impact on views sheds for required towers is also a disadvantage. Upload speeds limited.	
Cable (DOCSIS 3.0)	Cable service is not currently available to the island.	1 Mbps – 150 Mbps	RI cable providers (Cox, FullChannel) are not willing to invest in the buildout of a cable network on Block Island.	Yes, in some markets
<i>Technology Solutions That Cannot Be Implemented On Block Island Today</i>				
AT&T AirGig	This solution is in the experimental stage and not commercially available at this time. It uses plastic antennas along power lines to send broadband signals to homes and businesses. Field trials scheduled for fall 2017 (only 1 planned for the US) planned to evaluate effects of rain, snow and high winds, as well as determine cost. In 2016, AT&T stated it was “cautiously optimistic” for commercial availability around a 2020	1 Gbps projected	At this stage of development, weather effects, commercial viability and cost have yet to be determined. 	To Be Determined

Broadband Project FAQs

Appendix C. Broadband Operating Revenue and Expense Model

Operating and equipment replacement costs will be funded through subscriber fees. Capital construction of the \$8.3 million infrastructure will be funded through the Town's tax base (See Question 51).

Year	0	1	2	3	4	5
Avg. Take Rate		64%	70%	77%	80%	80%
Average Subscribers	-	1,020	1,127	1,234	1,283	1,283
Operating Revenue	\$0	\$1,022,725	\$1,176,709	\$1,283,792	\$1,286,008	\$1,286,008
Operating Expenses	\$0	\$947,465	\$991,866	\$1,031,604	\$1,051,644	\$1,054,866
Capital Equipment Replacement Reserve	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
EBITDA	\$0	\$25,260	\$134,843	\$202,188	\$184,363	\$181,141
Cumulative EBITDA	\$0	\$25,260	\$160,103	\$362,292	\$546,655	\$727,797



Initial take rate ramps up to 80% after three years. Price is the computed price necessary with the take rate to produce an EBITDA (Earnings Before Interest, Taxes and Amortization) of zero in the first year (breakeven). Note that future year cash flows are forecast to be significantly greater than zero in these cases, due to the extreme sensitivity of the model to subscriber pricing and the general upward trend in take rate, ramping up to 80%.

Broadband Project FAQs

Appendix D. Preliminary Broadband Services Price Sheet and Cost Calculator

Preliminary Broadband Services Price Sheet

Services	Monthly Cost	Assumptions
Residential Service (includes Small Businesses)		
Service Connect (One time)	\$ 100.00	Fiber connected to ONT on house
Internet - 1Gbps	\$ 70.00	60% take rate upon commencement with gradual increase to 80% within 3 years; Cost will be for full year, as disconnect/reconnect fees will equalize.
Telephone	\$ 25.00 per line	½ internet customers also take phone service; many rental property owners will opt to keep a house phone in service.
Business Service		
Service Connect (One time)	\$ 100.00	Fiber connected to ONT on building
Internet – 1Gbps	\$ 140.00	
Telephone	\$ 25.00 per line	
Taxes, Surcharges and Fees		
RI Sales Tax	7% all charges	
Federal Excise Tax	3% local phone service charges	
Federal Universal Service Fund	10.8383% certain long distance charges	Includes International calls, Calling Card, Toll Free state-to-state, Directory Assistance and Operator Services.
RI State 911 Surcharge	\$.26 per standard line \$.13 per DID (e.g. Fax) line	
RI School and Library Fund (RITEAF)	\$.26 per line	
RI Public Service Corp Tax	5% per line	

Broadband Project FAQs

Preliminary All-In Broadband Cost Calculator

Sample Residential Subscriber & Taxpayer

Monthly Subscriber Fees		
Internet Base Price	\$70.00	
Phone Base Price (1 Line)	\$25.00	
Taxes, Surcharges & Fees	\$11.27	
Total	\$106.27	
Annual Property Tax Bill, Monthly Basis		
\$885,000 Mean Property Value	\$19.58/monthly	
All-In Broadband Capital & Operating Costs, Monthly Basis		
Mean Residential Property	\$125.85/monthly	

This example is designed to provide an approximation of costs associated with service on a prospective New Shoreham Broadband network. Actual taxes and fees will be calculated on a per-subscriber basis by the Town and its hired Network Operator. Actual property taxes will be assessed by the Town of New Shoreham.