



TOWN COUNCIL MEETING
Jamestown Town Hall
Rosamond A. Tefft Council Chambers
93 Narragansett Avenue
Monday, September 16, 2024
6:30 P.M.

THIS MEETING WILL BE CONDUCTED IN PERSON ONLY.

THIS MEETING WILL BE LIVE STREAMED: To view the meeting with no interaction:
<https://jamestownri.gov/how-do-i/watch-live-streamed-town-meetings>

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. The Town Council hopes 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:
<https://jamestownri.gov/town-government/town-council/town-council-meetings-minutes/2024meetings-minutes>

I. ROLL CALL

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

- A) Acknowledgements, Announcements Presentations, Resolutions, And Proclamations
- 1) Presentations: Review, Discussion, and/or Action and/or Vote; Weston & Sampson to present their assessment and recommendations for Improvements to the Wastewater Treatment Facility and Sanitary Sewage Pump Stations.
- 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 prohibit 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: Review, Discussion, and/or Action and/or Vote:
- 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
- D) Town Administrator's Report: Edward A. Mello
Please Note the Following Items are Status Reports and Matters of Interest to the Commission and are for Informational Purposes unless Indicated Otherwise:
- 1) Water Extension Application Appeals
 - 2) Water Treatment Plant Operations Contract
- E) Letters and Communication:
- 1) No items at this time.
- F) New Business:
- 1) Review, Discussion, and/or Action and/or Vote: Wastewater Treatment Facility and Sanitary Sewage Pump Station evaluation, and final report dated September 2024.
 - 2) Resolution of the Board of Water and Sewer Commissioners, Encumbering the Reserve For Sewer Facilities And Services Funded By Sewer Service Charges For Payment Of Engineering Expenses And Award Of Contracts, No. 2024-17.
- G) 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 the 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 sitting as the Board of Water and Sewer Commissioners for review, discussion, and/or potential action and or vote.
- 1) Adoption of Minutes:
 - a) August 19, 2024 (regular meeting)
 - 2) Finance Director's Report: Water and Sewer Comparison Budget to Actuals as of June 30, 2024.
 - 3) At the recommendation of Public Works Director Michael Gray approval of the agreement for Engineering Services by and between the Town of Jamestown, Rhode Island, and Weston & Sampson Engineering, Inc. for the Wastewater Treatment Facility Improvements for an amount not to exceed \$525,000. Funding source is reserve funds being held from the collection of Sewer flat fee and usage fee Resolution No. 2023-13 and Resolution 2024-17.

- 4) At the recommendation of Public Works Director Michael Gray approval of the agreement for Engineering Services by and between the Town of Jamestown, Rhode Island, and Weston & Sampson Engineering, Inc. for the Sanitary Sewage Pump Station Improvements for an amount not to exceed \$205,000. Funding source is reserve funds being held from the collection of Sewer flat fee and usage fee Resolution No. 2023-13 and Resolution 2024-17.

The Town Council Adjourns from sitting as the Board of Water and Sewer Commissioners

IV. 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 prohibit 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 at this time.
- B) Non-scheduled request to address.

V. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, PRESENTATIONS, RESOLUTIONS, AND PROCLAMATIONS

- A) Presentation: Jamestown Tick Task Force to provide a summary report, presentation, and recommendations to support a proactive community approach to Lyme and tick-borne disease prevention, education, and research.
 - 1) Letter and presentation from the Jamestown Tick Task Force Committee to the Town Council.

VI. 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.

- A) **Public Hearings:** Review, Discussion, and/or Action and/or Vote: The Jamestown Housing Authority, 45 Pemberton Avenue, Jamestown, was awarded Emergency HUD funds to replace the existing oil-fired burner and federal pacific breakers with energy-efficient mini-splits, solar assisted water heaters and updated electrical. This site is within the West Ferry Archaeological District and known features have been located on this site. Some or all of the proposed activities will require review through Section 106 of the National Historic Preservation Act. The Jamestown Housing Authority is entering into an agreement with the Narragansett Indian Tribal Historic Preservation Office (The Tribe) to monitor the work, which is acceptable to the RI Historical Preservation and Heritage Commission, which will also be on site. A public hearing will be held on September 16, 2024, at 6:30 pm at the Town Council meeting to accept comments on issuance of a permit to “allow excavation or construction within twenty-five (25) feet of a historic cemetery.” The permit in question is a variance being issued in accordance with RIGL 23-18 et seq. for the excavation of the utility trenches. This variance would not constitute permission to alter or remove burials, should any be encountered.

- 1) Memorandum from Town Administrator Mello and Town Planner Lisa Bryer to the Town Council regarding the Notice of Public Hearing.

B) Town Council Sitting as the Alcohol 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 18, 2024, at 6:30 p.m. and advertised in the October 17th and October 24th editions of 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, 2023, to November 30, 2024; 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

Conanicut Restaurant Group II, LLC

dba: Beech

13 Narragansett Avenue

Epic Decade, LLC

dba: Curiosity & Co.

14 Narragansett Avenue

Jamestown Locos LLC

dba: Narragansett Café

25 Narragansett Avenue

Jamestown Marina Beverage Operations LLC

dba: One Ferry Wharf

3 East Ferry Wharf

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

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

VHBC, LLC
dba: Village Hearth Bakery & Café
2 Watson Avenue

CLASS B – VICTUALER - LIMITED

Our Table, LLC
dba: Our Table
53 Narragansett Avenue

CLASS D – FULL (CLUB)

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

The Town Council adjourns from sitting as the Alcohol Beverage Licensing Board

VII. 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:

- A) Town Administrator's Report: Edward A. Mello
 - 1) RIDOT Bike Design Grant
 - 2) Jamestown Housing HVAC replacement project

VIII. UNFINISHED BUSINESS

- A) Review, Discussion, and/or Action and/or Vote: No items at this time.

IX. NEW BUSINESS

- A) Review, Discussion, and/or Action and/or Vote: No items at this time.

X. ORDINANCES, APPOINTMENTS, VACANCIES, AND EXPIRING TERMS

- A) Ordinances: Discussion and Possible Action to *Order to Advertise* in the Jamestown Press; Notice of a Public Hearing for Proposed Amendments to the Code of Ordinances, Chapter 34- Article II Parking. These Amendments are proposed to update and to the existing Parking ordinance regarding trailers.

XI. 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 the 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 Meeting Minutes
 - 1) September 3, 2024 (Regular Meeting)

- B) Finance Director's Report: Comparison Budget to Actuals as of June 30, 2024.

- C) At the request of Town Administrator Mello authorization to execute the Bike Design Grant agreement between the Town of Jamestown and the Rhode Island Department of Transportation in the amount of \$100,000.

- D) Approval of request to the Town of Jamestown by the Jamestown Housing Authority to grant funding in the amount of \$6,000 for the Narragansett Indian Tribal Historic Preservation Office monitoring of site excavation for the installation of conduits for the HVAC replacement at the Jamestown Housing Authority, Pemberton Avenue, Jamestown, RI.

- E) Approval of request by the Jamestown Housing Authority, 45 Pemberton Avenue, Plat 8 Lot 775, for a permit/variance per RIGL 23-18 (Cemeteries) et seq. and the Rules and Regulations pertaining to Registration and Protection of Historic Cemeteries by RIHPHC, Adopted May 9, 2012, for ground disturbance within 25 feet of a cemetery for the purpose of excavation of the utility trenches for the installation of conduits for the HVAC replacement.

- F) Ratification of the Administratively approved Short-Term Rental application for the period of September 16, 2024, through December 31, 2024:
 - 1) STR-63, Pamela Storey, 32 Pemberton Avenue (Unit 1, 1st Floor/Rt)

- G) One-Day Event/Entertainment License Applications: All One-Day Event/Entertainment license application approvals are subject to any COVID-19 protocols in effect at the time of the event:
 - 1) Applicant: Jamestown Arts Center (JAC)
 Event: Multiple Film Screenings (ENT-24-24)
 Date: September 27th& 28th, October 4th & 5th
 Location: JAC, 18 Valley Street

 - 2) Applicant: Jamestown Police Department
 Event: Halloween Parade (ENT-24-25)
 Date: October 31, 2024
 Location: 93 Narragansett Avenue

 - 3) Applicant: Jamestown Recreation Department
 Event: Jamestown Educational Summit (ENT-24-26)
 Date: September 20, 2024
 Location: Fort Getty Pavilion

XII. 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 public notice
 - From: Coastal Resource Management Council
 - Dated: September 5, 2024
 - Re: Riven Rock, Inc. 113 Melrose Avenue, for a State of Rhode Island Modification of Assent to construct and maintain a 16,000lb boat lift to an approved residential boating facility. This design is a modification from a previously approved 7,500lb boat lift.

 - 2) Copy of letter to: Town Council
 - From: Jamestown Ukraine Relief Project
 - Dated: August 29, 2024
 - Re: Letter of thanks to the Town of Jamestown

XIII. EXECUTIVE SESSION

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

- A) The Town Council may convene into Executive Session to discuss, take possible action, and/or vote pursuant to the relevant requirements of R.I.G.L. § 42-46-5(a) Subsection (1) Personnel (job performance, character, or physical or mental health of Town Administrator Edward Mello; Performance Review; provided that such person affected shall have been notified in advance in writing and advised that he may require that the discussion be held at an open meeting). Discussion and/or Potential action, announcement, and/or vote(s) from Executive Session and/or Open Session concerning Town Administrator Performance Review; with terms and conditions of employment to be discussed and voted upon by the Town Council at the meeting.

- B) The Town Council may convene into Executive Session pursuant to the relevant requirements of R.I.G.L. § 42-46-5 (a)(5) to review, discuss, and possibly vote or take other action regarding the possible disposition of publicly held property, the preliminary disclosure of which would be detrimental to the public interest. Discussion and/or Potential action, announcement, and/or vote(s) from Executive Session and/or Open Session concerning the possible disposition of publicly held property.

XIV. 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 rfagan@jamestownri.net not less than three (3) business days prior to the meeting.

Posted on the RI Secretary of State website on September 13, 2024.

Project Update September 2024

WELLS

- JR-1 is in service.

TREATMENT PLANT

- We continue to operate with two staff in the water department. An advertisement for an assistant water superintendent fully licensed to operate the water treatment facility has been on the New England Water Career website for months
- One proposal was received on August 29th in response to our request for proposals to operate and maintain the water treatment facility. The second company did not submit a bid because they could not find operators to fill the jobs required to operate the facility. We are reviewing the proposal we received from Veolia.
- Pare Corporation is preparing a final draft of the rules and regulations for the commission to review.

TRANSFER PUMPING/RESERVOIR

- No water has been transferred from South Pond.

DISTRIBUTION SYSTEM

South Pond @ 6 MG

Usable Storage, 6 Million Gallons

North Pond @ 60 MG

Usable Storage 48 Million Gallons

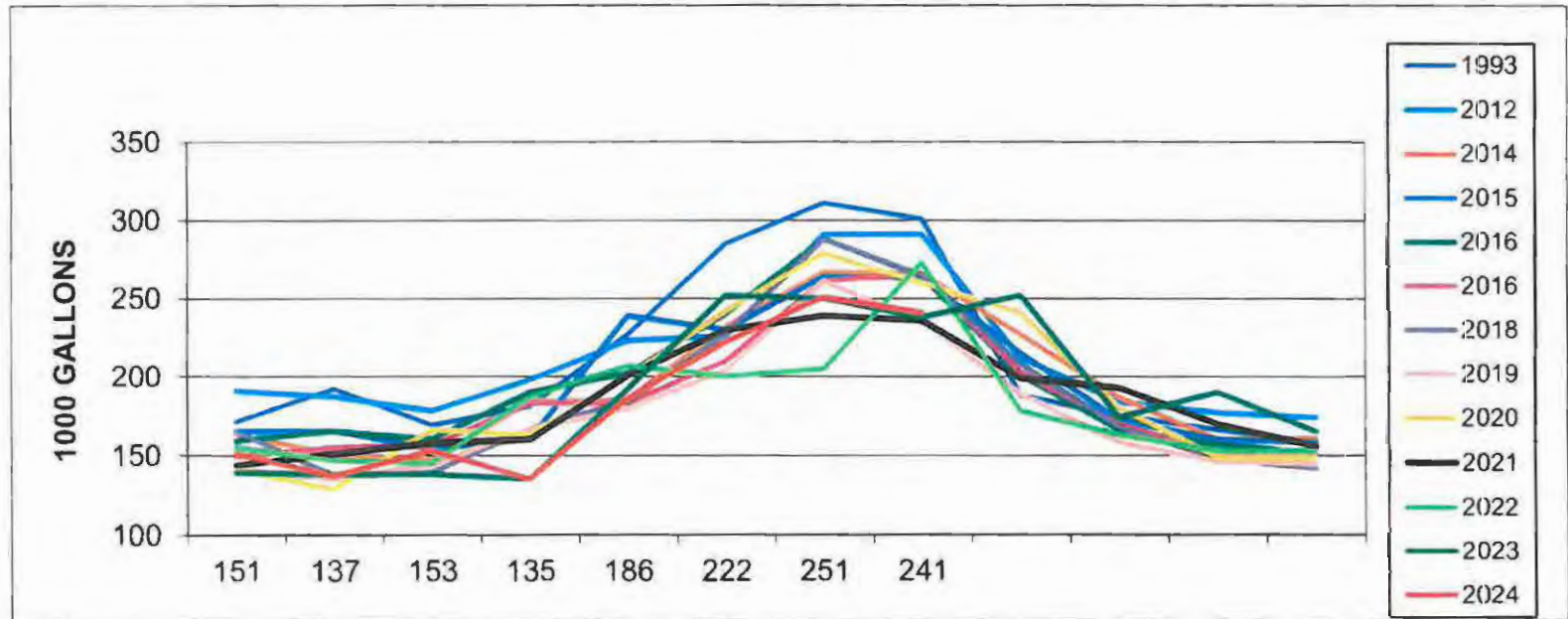
- The online survey for homeowners to complete and submit for the lead service inventory has not been successful. A mailing was sent to homeowners to schedule a date with our staff to inspect their home service. The deadline for the inventory is October 16th. I have attached the letter that was received from the RIDOH explaining the requirements for lead service line inventories and replacement. Following our inventory Jamestown Water must notify all customers within 30 days that may have a lead service line or lead status unknown service line. I have provided a sample consumer notice prepared by RIDOH. Annual reports will be required until all services are replaced.
- Jamestown water has been selected by the EPA as one of 200 communities to participate in the Get the Lead Out initiative. I attended a meeting with staff from the EPA, RIDOH, and their consultant who provided an overview of the program to the selected water suppliers in Rhode Island. Unfortunately this program is late in providing any assistance with our inventory program but they can assist with lead service line replacement plans and State Revolving Fund applications.

WASTEWATER TREATMENT PLANT

- The monthly average daily flow at the treatment plant for August was 0.16 million gallons per day. The monthly average allowed by our discharge permit is 0.73 million gallons per day. The peak daily flow was 0.344 million gallons.
- Weston and Sampson has completed the final report for the Wastewater and Pump Station Evaluation. Staff will be attending the Commission meeting to present the report and their recommendations for improvements to our facilities.

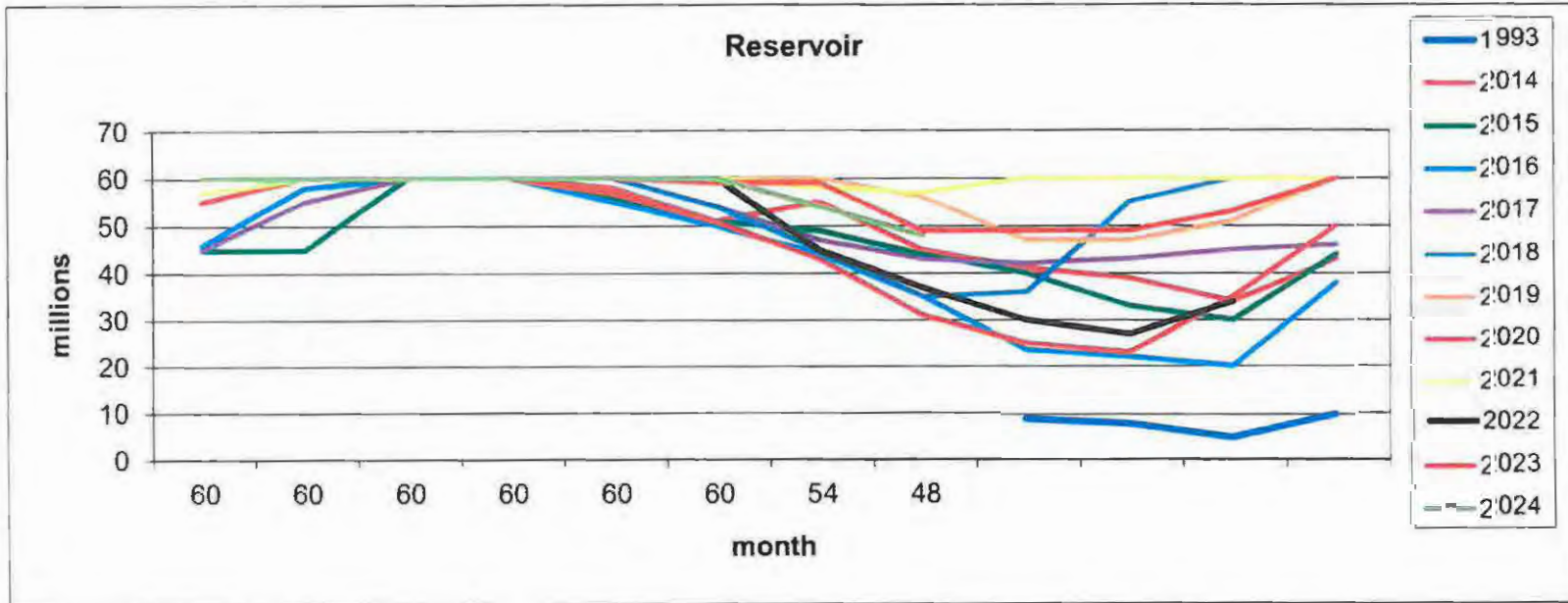
| | 1993 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| Jan | 171 | 172 | 155 | 191 | 163 | 165 | 159 | 149 | 165 | 141 | 141 | 144 | 155 | 139 | 151 |
| Feb | 192 | 158 | 156 | 187 | 151 | 165 | 165 | 155 | 137 | 135 | 129 | 151 | 147 | 138 | 137 |
| Mar | 169 | 157 | 155 | 178 | 147 | 154 | 160 | 156 | 139 | 144 | 166 | 158 | 145 | 138 | 153 |
| Apr | 181 | 180 | 170 | 198 | 184 | 160 | 190 | 183 | 167 | 167 | 163 | 160 | 187 | 135 | 135 |
| May | 227 | 212 | 190 | 223 | 185 | 239 | 202 | 183 | 184 | 179 | 200 | 201 | 207 | 192 | 186 |
| Jun | 285 | 226 | 221 | 226 | 232 | 230 | 240 | 210 | 227 | 204 | 242 | 230 | 200 | 252 | 222 |
| Jul | 311 | 279 | 278 | 291 | 267 | 264 | 288 | 261 | 288 | 261 | 279 | 239 | 205 | 250 | 251 |
| Aug | 301 | 254 | 242 | 291 | 266 | 263 | 264 | 266 | 265 | 235 | 260 | 236 | 273 | 238 | 241 |
| Sep | 188 | 205 | 210 | 212 | 227 | 215 | 201 | 203 | 208 | 189 | 241 | 199 | 178 | 252 | |
| Oct | 175 | 175 | 175 | 184 | 187 | 172 | 166 | 170 | 168 | 158 | 180 | 193 | 163 | 174 | |
| Nov | 166 | 164 | 167 | 177 | 160 | 160 | 157 | 151 | 148 | 146 | 149 | 170 | 153 | 190 | |
| Dec | 158 | 158 | 180 | 174 | 161 | 158 | 151 | 151 | 142 | 145 | 149 | 156 | 153 | 165 | |

PUMPING REPORT



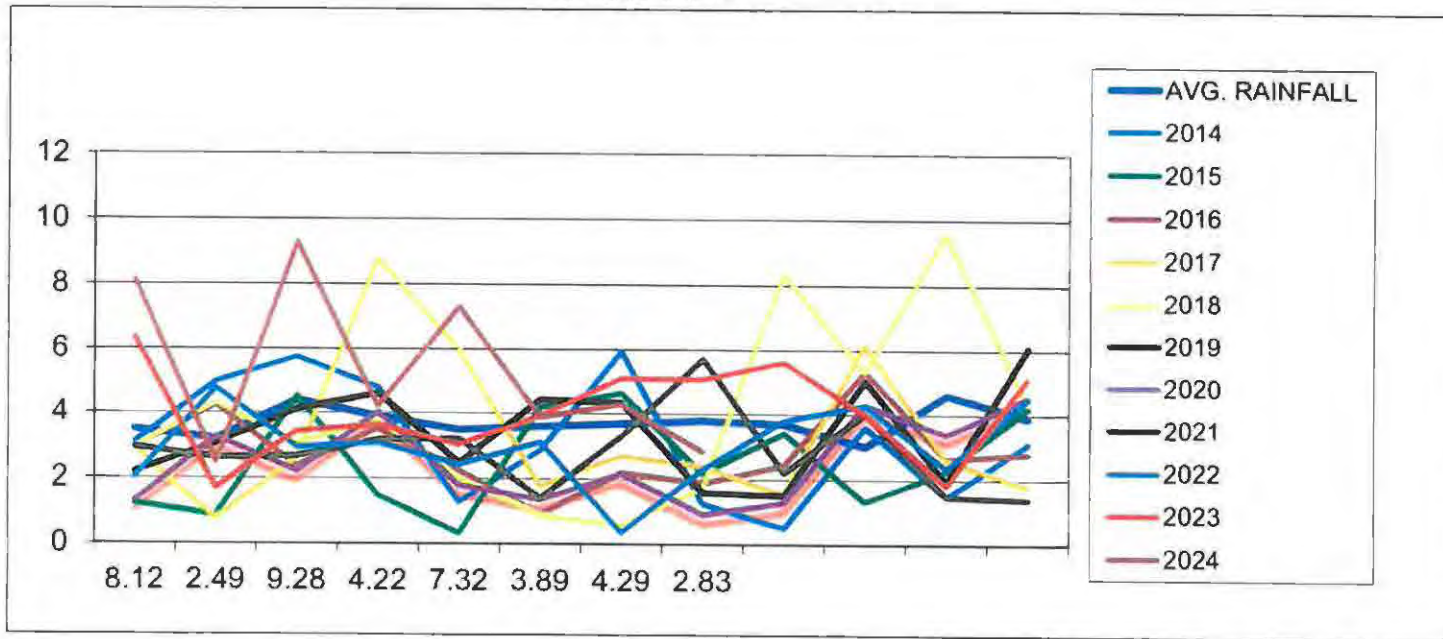
RESERVOIR LEVEL

| | 1993 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----|------|------|------|------|------|------|------|------|------|------|------|------|
| Jan | | 55 | 45 | 46 | 45 | 60 | 60 | 60 | 57 | 60 | 60 | 60 |
| Feb | | 60 | 45 | 58 | 55 | 60 | 60 | 60 | 60 | 60 | 60 | 60 |
| Mar | | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 |
| Apr | | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 |
| May | | 58 | 56 | 55 | 60 | 60 | 60 | 57 | 60 | 60 | 60 | 60 |
| Jun | | 51 | 51 | 50 | 54 | 54 | 60 | 51 | 60 | 60 | 59 | 60 |
| Jul | | 55 | 49 | 44 | 47 | 45 | 60 | 43 | 58 | 45 | 59 | 54 |
| Aug | | 45 | 44 | 35 | 43 | 35 | 56 | 31 | 57 | 37 | 49 | 48 |
| Sep | 9 | 41 | 40 | 23.5 | 42 | 36 | 47 | 25 | 60 | 30 | 49 | |
| Oct | 8 | 39 | 33 | 22 | 43 | 55 | 47 | 23 | 60 | 27 | 49 | |
| Nov | 5 | 34 | 30 | 20 | 45 | 60 | 51 | 35 | 60 | 34 | 53 | |
| Dec | 10 | 43 | 44 | 38 | 46 | 60 | 60 | 50 | 60 | 48 | 60 | |

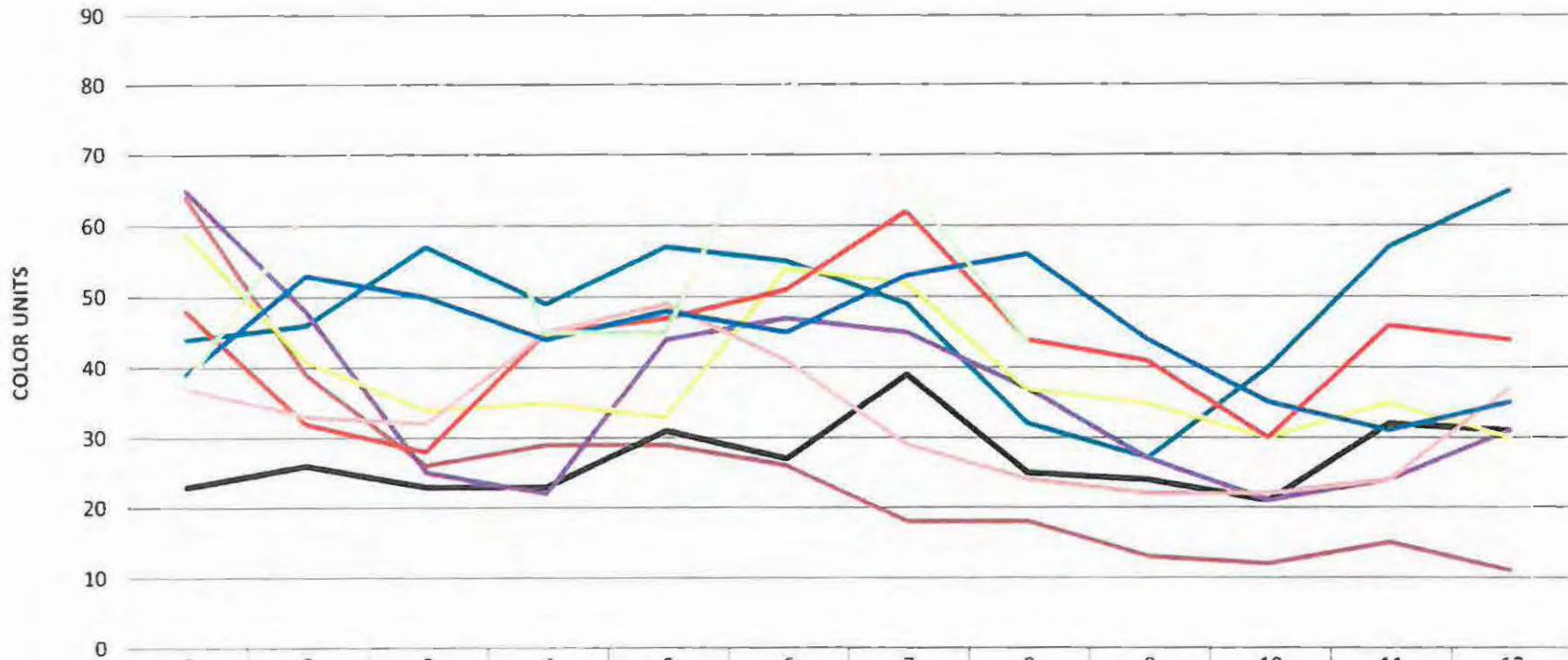


| | AVG. RAINFALL | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-------|---------------|-------|-------|-------|-------|-------|-------|------|-------|-------|-------|-------|
| Jan | 3.5 | 3.1 | 1.22 | 2.94 | 2.94 | 2.94 | 2.19 | 1.3 | 2.94 | 2.04 | 6.36 | 8.12 |
| Feb | 3.2 | 4.98 | 0.86 | 4.25 | 0.76 | 4.33 | 3.06 | 3.26 | 2.62 | 4.77 | 1.7 | 2.49 |
| Mar | 4.4 | 5.74 | 4.53 | 2.36 | 2.62 | 3.07 | 4.11 | 2.21 | 2.66 | 2.94 | 3.44 | 9.28 |
| Apr | 3.9 | 4.8 | 1.47 | 3.53 | 8.8 | 3.79 | 4.61 | 4.03 | 3.18 | 3.08 | 3.65 | 4.22 |
| May | 3.5 | 1.27 | 0.32 | 2.24 | 6.03 | 2.03 | 2.46 | 1.79 | 3.2 | 2.43 | 3.03 | 7.32 |
| Jun | 3.6 | 2.86 | 4.2 | 0.89 | 1.79 | 0.89 | 4.44 | 1.36 | 1.4 | 3.11 | 3.93 | 3.89 |
| Jul | 3.7 | 5.93 | 4.63 | 2.19 | 2.7 | 0.61 | 4.33 | 2.16 | 3.3 | 0.35 | 5.1 | 4.29 |
| Aug | 3.8 | 1.23 | 2.17 | 1.88 | 2.4 | 1.73 | 1.58 | 0.91 | 5.71 | 2.29 | 5.08 | 2.83 |
| Sep | 3.7 | 0.5 | 3.41 | 2.42 | 1.54 | 8.35 | 1.49 | 1.27 | 2.19 | 3.81 | 5.62 | |
| Oct | 3 | 3.61 | 1.31 | 5.33 | 6.18 | 5.34 | 5.04 | 4.29 | 4.03 | 4.28 | 4 | |
| Nov | 4.6 | 1.47 | 2.27 | 2.63 | 2.61 | 9.61 | 1.89 | 3.39 | 1.47 | 2.33 | 1.83 | |
| Dec | 3.9 | 3.1 | 4.2 | 2.79 | 1.81 | 4.33 | 6.09 | 4.53 | 1.38 | 4.48 | 5.12 | |
| Total | 44.8 | 38.59 | 30.59 | 33.45 | 40.18 | 47.02 | 41.29 | 30.5 | 34.08 | 35.91 | 48.86 | 42.44 |

RAINFALL



Transfer Pumping NORTH POND WATER QUALITY



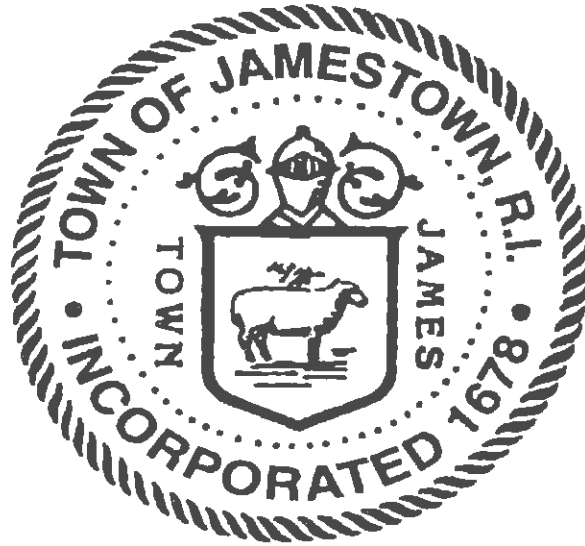
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|------|----|----|----|----|----|----|----|----|----|----|----|----|
| 2016 | 64 | 39 | 26 | 29 | 29 | 26 | 18 | 18 | 13 | 12 | 15 | 11 |
| 2017 | 23 | 26 | 23 | 23 | 31 | 27 | 39 | 25 | 24 | 21 | 32 | 31 |
| 2018 | 44 | 46 | 57 | 49 | 57 | 55 | 49 | 32 | 27 | 40 | 57 | 65 |
| 2019 | 65 | 48 | 25 | 22 | 44 | 47 | 45 | 37 | 27 | 21 | 24 | 31 |
| 2020 | 59 | 41 | 34 | 35 | 33 | 54 | 52 | 37 | 35 | 30 | 35 | 30 |
| 2021 | 48 | 32 | 28 | 45 | 47 | 51 | 62 | 44 | 41 | 30 | 46 | 44 |
| 2022 | 37 | 33 | 32 | 45 | 49 | 41 | 29 | 24 | 22 | 22 | 24 | 37 |
| 2023 | 39 | 53 | 50 | 44 | 48 | 45 | 53 | 56 | 44 | 35 | 31 | 35 |
| 2024 | 38 | 62 | 85 | 45 | 45 | 81 | 66 | 44 | | | | |

JAMESTOWN WASTEWATER TREATMENT FACILITY

1 Freebody Drive, Jamestown RI 02835

Phone: 401-423-7295 Fax: 401-423-7195 Email: douellette@jamestownri.net

Superintendent: Douglas Ouellette



OPERATIONS & MAINTENANCE MONTHLY REPORT

August 2024

Environmental Compliance (Violations)

There were no violations for the month of August

Complaints

There is one complaint to report for the month. On the 21st 87 North Rd reported blockage trouble. Facility staff responded and determined that the problem was in the building service but still jetted and flushed the town line as a precaution.

Alarms

There is one alarm to report for the month of August, this alarm was at pumping station #2. This alarm was caused by voltage issues, the result of high demand and corrosion on the main breaker to the station. The problem was corrected.

Septage

The facility received 2500 gallons of septage for the month.

Sludge Production

The facility processed 59,500 gallons of sludge in August.

Maintenance Management

The Crew completed 65 work orders for August.

TREATMENT PLANT

Influent Totals Lbs.

| TSS | |
|---------|----------|
| Total | 6,876.36 |
| High | 794.70 |
| Low | 398.34 |
| Average | 528.95 |

| BOD | |
|---------|----------|
| Total | 5,740.57 |
| High | 584.03 |
| Low | 355.30 |
| Average | 478.38 |

Effluent Totals

LOADING lbs

| TSS | | Permit Limits |
|-----------|-------|---------------|
| Daily Max | 28.00 | 304 |
| Low | 7.49 | |
| Average | 12.76 | 183 |

| BOD | | Permit Limits |
|-----------|-------|---------------|
| Daily Max | 14.63 | 304 |
| Low | 5.86 | |
| Average | 8.15 | 183 |

CONCENTRATION

| Percent TSS Removal | | Permit Limits |
|---------------------|-------|---------------|
| Percent Removed | 97.5% | 85% |
| Percent BOD Removal | | |
| Percent Removed | 98.3% | 85% |

| BOD Concentration mg/L | | Permit Limits |
|------------------------|-----|---------------|
| Monthly Average | 4 | 30 mg/L |
| Weekly Average | 4.6 | 45 mg/L |
| Daily Max | 5.1 | 50 mg/L |

| TSS Concentration mg/L | | Permit Limits |
|------------------------|------|---------------|
| Monthly Average | 6.20 | 30 mg/L |
| Weekly Average | 4.6 | 45 mg/L |
| Daily Max | 9.76 | 50 mg/L |

Collection System

31 pump station inspections were completed. 12 Gen Set inspections were performed. All stations are operating as designed.

Energy Use

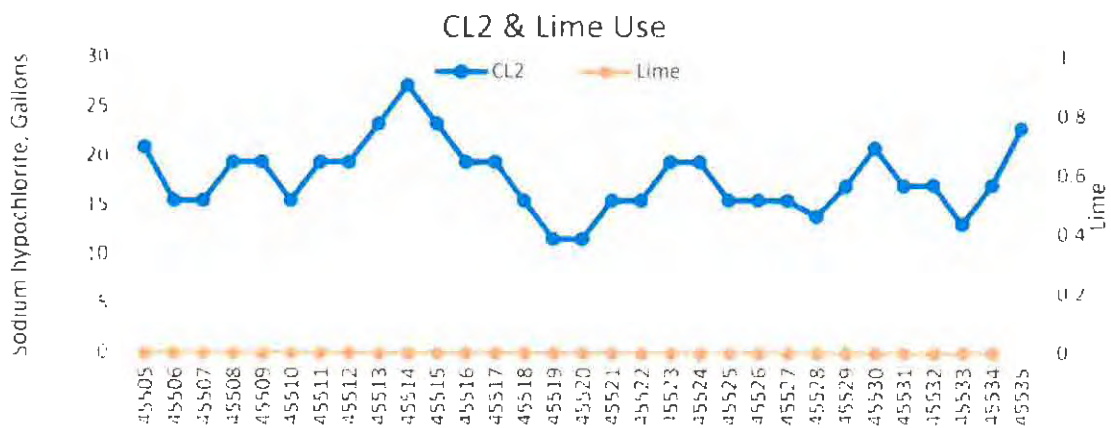
Energy use at the plant for the month was: 17,394 KWH

Precipitation

Precipitation measured in at 2.83"

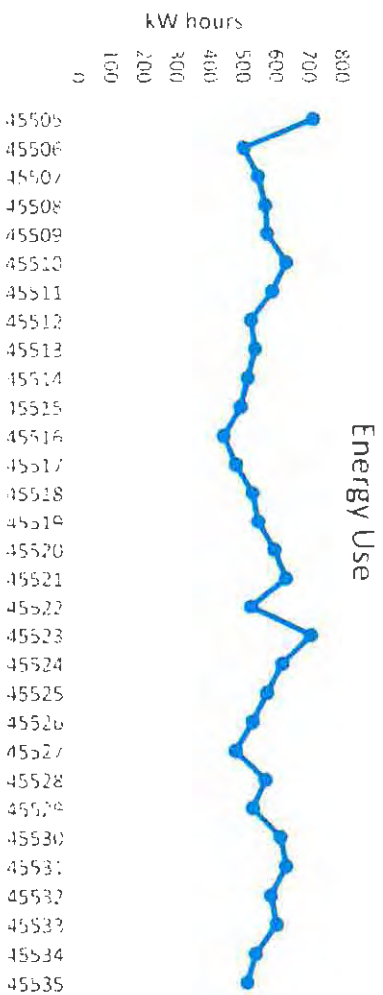
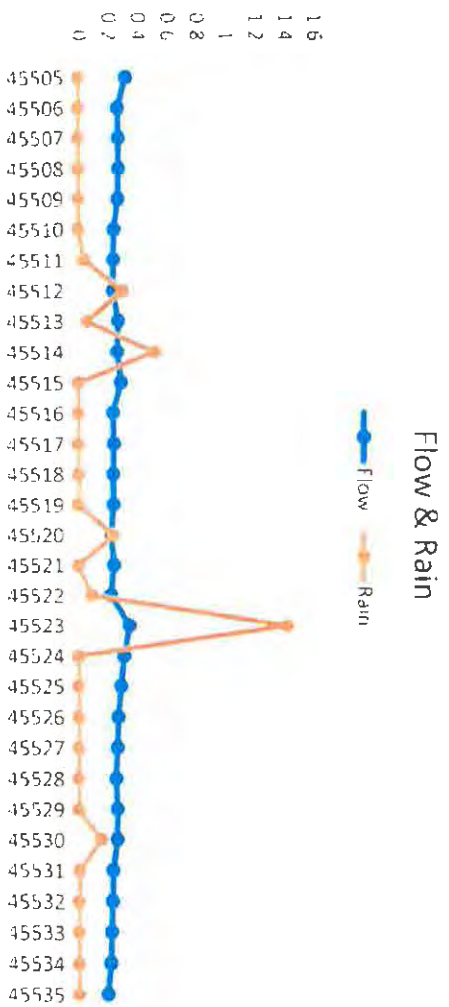
Chemical Use

The facility used 551 gallons of Sodium hypochlorite and 0 pounds of lime for process



FLOW'S

| FLOW MGD | | Permit Limits |
|-----------------|-------|---------------|
| Maximum | 0.344 | |
| Minimum | 0.162 | |
| Monthly Average | 0.24 | 0.73 |
| Total | 7.43 | |



Notable Events:

The issues at pumping station #2 were the result of high demand due to the hot weather and corrosion on the top terminals of the main breaker at that station. That station had to operate on backup genset power for five days while the electrician located a replacement. The replacement was a secondhand unit because that particular breaker is no longer being made. The used breaker was installed and the station is back on line.



FACT SHEET

Get the Lead Out (GLO) Initiative

All communities need access to safe, reliable drinking water. Yet an estimated 9.2 million pipes (also called service lines) that provide drinking water to homes across the United States contain lead. To protect families, children and communities from lead exposure, EPA has established the Get the Lead Out Initiative (GLO Initiative). Through the GLO Initiative, EPA will partner with 200 underserved communities, helping them identify lead service lines, develop replacement plans, and apply for funding to get the lead out. This new resource from EPA helps achieve President Biden's goal of 100% lead pipe removal and builds on EPA's existing water technical assistance (WaterTA) portfolio.

Working Together to Get the Lead Out

In 2021, President Biden signed the Bipartisan Infrastructure Law. This historic \$50 billion investment in water and wastewater infrastructure dedicates more than \$15 billion to removing and replacing lead service lines (LSLs). Through the GLO Initiative, 200 communities will have access to their fair share of this unprecedented funding and ensure safer drinking water for all. The GLO Initiative will help communities nationwide address barriers to lead pipe removal by providing tools, best practices, and peer exchange and learning.

EPA will work with communities to get the lead out by supporting the development of:

1. **LSL Inventories** that meet 2021 Lead and Copper Rule Revisions requirements deadline. An LSL Inventory is necessary to fully identify the funding needs of the community;
2. **Community Engagement Plans** that invite community-wide input, provide educational resources, and meaningfully engage affected residents and community members while identifying and replacing LSLs;
3. **Lead Service Line Replacement Plans** to provide each municipality a roadmap for 100% identification and full replacement of all LSLs, including public and private portions; and/or
4. **State Revolving Fund (SRF) Applications** to help communities fund their service line replacement. Each recipient of this technical assistance will receive a customized plan to facilitate their work with the state.

Additionally, EPA will develop tools and case studies to share information and best practices between the Agency, state and Tribal programs, water system managers, and community leaders.

An All of Government Approach

Through its [Lead Pipe and Paint Action Plan](#), the Biden-Harris Administration has made accelerating lead service line replacement a top priority. EPA is committed to using every tool available including our statutory authority under the Safe Drinking Water Act, water technical assistance, infrastructure investments, and more to replace lead pipes and protect children and communities across America from lead in drinking water.

For More Information

For more information about EPA's ongoing technical assistance programs, please visit www.epa.gov/waterta. Communities can request assistance by completing the WaterTA request form at: <https://www.epa.gov/water-infrastructure/forms/water-technical-assistance-request-form>



Department of Health
 Center for Drinking Water Quality
 Three Capitol Hill, Rm 209
 Providence, RI 02908-5097
 401-222-6867
 TTY: 711
www.rhodeisland.gov

January 18, 2024

Re: Regulatory Update: Rhode Island Service Line Inventory and Lead Service Line Replacement Requirements

Dear Public Water System Official,

Recent updates to state legislation and federal regulations intended to reduce lead in drinking water have resulted in new service line inventory and lead service line replacement requirements. All non-transient, non-community and community public water systems (collectively referred to herein as “PWSs”) are required to conduct and submit a service line inventory to the Rhode Island Department of Health (RIDOH) by **October 16, 2024**. Please find additional information about the requirements, available technical assistance, and funding opportunities in this letter.

Lead is toxic. Exposure to even small amounts of lead during childhood can have lifelong impacts. Creating a service line inventory is an important step toward eliminating lead in drinking water. By meeting the requirements of the National Primary Drinking Water Regulations, including the Lead and Copper Rule, Rhode Island public water systems have made significant contributions to public health and safe drinking water for decades. Updates to the Lead and Copper Rule as well as to Rhode Island law will improve upon those contributions by better protecting communities from the risks of lead exposure and getting the lead out of our state’s drinking water.

Relevant Laws, Regulations, and Guidance

The new service line requirements were established by recent amendments to the *Rhode Island Lead Poisoning Prevention Act* (LPPA), R.I. Gen. Laws § 23-24.6-1 *et seq.* (<http://webserver.rilin.state.ri.us/Statutes/TITLE23/23-24.6/INDEX.HTM>) and amendments to the federal Lead and Copper Rule, known as the Lead and Copper Rule Revisions (LCRR).

Please note that on December 6, 2023, the Environmental Protection Agency (EPA) proposed a new rule— the Lead and Copper Rule Improvements (LCRI)—that, when finalized, may change certain requirements and deadlines in the LCRR. EPA has said it expects to publish the final LCRI before October 16, 2024. More information about the LCRI can be found on EPA’s LCRI webpage (<https://www.epa.gov/ground-water-and-drinking-water/proposed-lead-and-copper-rule-improvements>).

RIDOH is developing guidance for PWSs on how the LPPA and the LCRR will be implemented. RIDOH is awaiting further guidance information from EPA on the final LCRI, which may impact RIDOH's regulatory implementation plan. Please look out for additional guidance from RIDOH in the form of emails and updates to RIDOH's website (health.ri.gov/water/about/RevisedLeadCopperRule) in the coming months. Please contact the RIDOH Center for Drinking Water Quality if you have any questions.

Service Line Inventory and Replacement Requirements

Key Definitions

The following terms are necessary to understand how to designate service lines in compliance with the service line inventory and replacement requirements in Rhode Island:

- *Lead service lines* are broadly defined as any part of a public or private service line that is made of, lined with, or contains materials consisting of lead, and **importantly, includes service lines with galvanized steel or iron.**
- *Galvanized* refers to iron or steel piping that has been dipped in zinc to prevent corrosion or rusting.
- *Galvanized requiring replacement* refers to galvanized service lines that are or were at any time downstream of a lead service line or are currently downstream of a lead status unknown service line. This term may be applicable when a system is classifying a service line as "non-lead" or "lead status unknown." See the *Service Line Inventory* section below for more on galvanized requiring replacement service lines.
- *Non-lead* refers to service lines that are determined through an evidence-based record, method, or technique not to be lead or galvanized requiring replacement.
- *Lead status unknown* refers to the designation given to service lines where the service line material is not known to be lead, galvanized requiring replacement, or a non-lead service line. A service line must be classified as lead status unknown if there is no documented evidence supporting material classification or if a non-lead determination cannot be made. Under the LPPA, service lines that are "lead status unknown" will be considered lead service lines.

Initial Service Line Inventory – due by October 16, 2024

In Rhode Island, PWSs must develop an inventory of **all public- and private-side service lines** connected to the public water distribution system that classifies the lines as lead service lines, non-lead service lines, or lead status unknown service lines.

PWS are also strongly encouraged to identify the specific material (e.g., copper, plastic, galvanized iron, etc.) of all components of the service lines. This information will be needed for determining whether replacement of certain service lines and components is eligible for funding under certain Drinking Water State Revolving Fund (DWSRF) sources.

PWSs must submit their initial inventories to RIDOH by October 16, 2024. Please see our website for current acceptable methods for identifying service line materials, including an inventory template modified to meet both EPA and Rhode Island requirements: health.ri.gov/water/about/RevisedLeadCopperRule

About classifying galvanized service lines: It is important to note that Rhode Island and EPA differ on how galvanized service lines should be classified. Rhode Island's LPPA is stricter than EPA's LCRR in how it classifies galvanized service lines as lead lines and omits the "galvanized requiring replacement" classification. RIDOH encourages systems to classify its service lines according to both the LCRR and LPPA requirements and to identify the specific material (e.g., copper, plastic, galvanized iron, etc.) of all components of the service lines. Doing so will help the PWS if and when seeking DWSRF funding for replacement of its service lines.

Because the Rhode Island LPPA's classification requirements are stricter than EPA's LCRR requirements, PWSs are required to classify service lines according to Rhode Island's classification standards. If a PWS seeks funding from certain federal pots of money, the PWS will also need to classify its service lines following EPA's specific classification requirements as further detailed below. RIDOH has created an inventory template that includes two columns for classifying service lines: (1) a "RI Service Line Material Classification" column, and (2) an "EPA Service Line Classification" column. RIDOH encourages PWSs to use this template.

Under the LPPA, PWSs must classify their service lines into one of three categories: lead, non-lead, or lead status unknown. In Rhode Island all galvanized service lines must be classified as lead service lines, with two exceptions. The PWS can classify a galvanized service line as "non-lead" if it can demonstrate that any part of the line is not and was never downstream of a lead service line and is not currently downstream of an unknown service line (i.e., that the galvanized line is not "galvanized requiring replacement"); or it can classify a galvanized service line as "lead status unknown" if applicable.

In contrast, under the LCRR, systems must classify their service lines into one of four categories: lead, galvanized requiring replacement, non-lead, or lead status unknown. Though "galvanized requiring replacement" is not a required classification in Rhode Island, knowing whether a service line is "galvanized requiring replacement" is necessary if a system seeks funding for the replacement of galvanized service lines or components under certain DWSRF sources. Under the LCRR, a galvanized service line must be classified as "galvanized requiring replacement" if it is or was at any time downstream of a lead service line or is currently downstream of a lead status unknown service line. By contrast, under Rhode Island's LPPA, such a line would be classified as "lead."

Lead Service Line Discovery, Consumer Notice, and Filters

PWSs must send written notification to property owners and the tenants of a building within 30 days of identifying a public or private lead service line or lead status unknown service line that supplies drinking water to their building or dwelling. To reach both the property owner and any tenants of the building, the PWS must send the notification to the billing address (to inform the property owner) of the building, as well as all mailing addresses at the building (to reach every unit within the affected address). The PWS must also send a copy of each notification to RIDOH within the same 30-day deadline.

PWSs are strongly encouraged to use the template notification RIDOH developed, which includes all of the elements required by LPPA. It is available in English and Spanish on the webpage: health.ri.gov/water/about/RevisedLeadCopperRule. If the PWS's community speaks a

language other than English or Spanish, the PWS should seek translation services to provide the notice in the appropriate languages.

At this time, RIDOH is not requiring systems that previously detected lead service lines or lead status unknown service lines prior to the LPPA's effective date of June 24, 2023, to send consumer notifications. However, the LCRR requires a similar notification to consumers within 30 days of completion of the required inventory and a repeat notice every year thereafter. Assuming the LCRI does not change that requirement, PWSs must be prepared to comply with it. Additional guidance will be made available in the coming months.

PWSs that have identified a public or private lead service line or lead status unknown service line must provide to the consumer, upon request, a filter pitcher or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, instructions to use the filter, and six months of filter replacement cartridges. Filters that are certified to comply with NSF Standard 53 for the removal of lead will meet the certification requirement. Before distributing any filters to consumers, PWSs must get approval from RIDOH for the type of filter the PWS intends to provide. PWSs may send an email attaching the filter's specifications, including the appropriate certification, to RIDOH at DOH.RIDWQ@health.ri.gov with "Service Line Inventory" in the subject line.

Private Side Service Line Inspection, Replacement, and Consumer Notice

PWSs that have detected a public side lead service line or a public or private side lead status unknown service line, must inspect the private side service lines, at no cost to the property owner, to determine if lead, galvanized iron, or galvanized steel is present. If lead is detected in any service line, the lead service line must be replaced. Contingent on available funding, all lead service lines must be replaced over the next 10 years.

PWSs must notify RIDOH if a property owner refuses to allow an inspection or replacement of private side service lines. The form notification is available on the following webpage: health.ri.gov/water/about/RevisedLeadCopperRule. RIDOH also prepared template notifications to send the property occupants, available in English and Spanish, for an inspection refusal and for a replacement refusal. PWS are strongly encouraged to use these templates which include all required elements of the LPPA. If the PWS's community speaks a language other than English or Spanish, the PWS should seek translation services to provide the notice in the appropriate language(s). The templates are available on the webpage: health.ri.gov/water/about/RevisedLeadCopperRule.

After inventories are completed, PWSs that have identified lead or lead status unknown service lines must develop lead service line replacement plans. These plans will need to be submitted to RIDOH. RIDOH will have more guidance on the required deadline and contents of the replacement plans after EPA promulgates the LCRI.

Under the LCRR, after any disturbance to a lead service line or lead status unknown service line or after any partial or full replacement of such service lines, PWSs must notify affected consumers. RIDOH will follow up with additional guidance on notification requirements and with template notifications when available. PWSs must also provide consumers with a filter

pitcher or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, instructions to use the filter, and six months of filter replacement cartridges before the affected service line is returned to service. As noted above in the “Lead Service Line Discovery, Consumer Notice, and Filters” section, PWSs must get advance approval from RIDOH for the type of filter the PWS intends to provide consumers by emailing RIDOH the filter’s specifications.

Annual Reporting

PWSs must submit an annual report with information about their service line inventories and replacement statuses to the Governor, the President of the Rhode Island State Senate, the Speaker of the Rhode Island House of Representatives, the Director of Health, and the Executive Director of the Rhode Island Infrastructure Bank within 90 days of the end of each fiscal year. The State of Rhode Island’s fiscal year ends on June 30 of each year. PWSs that have not begun inventory and replacement work can voluntarily submit a report for the year 2023 indicating that they are in the process of planning for future work. PWS whose initial inventories contain only non-lead service lines are not required to provide subsequent annual reports.

Technical Assistance

RIDOH has created a webpage for public water systems with information about inventory and replacement plans: health.ri.gov/water/about/RevisedLeadCopperRule. The webpage includes submission requirements, links to EPA’s inventory template and guidance for PWSs (by size), instructions for getting started on the inventory and verifying service line materials, notification templates, and more.

Additionally, RIDOH will be hiring a contractor with expertise in LCRR compliance and specialized experience in service line inventory and lead service line replacement plan development. The contractor will be available to PWSs that need assistance with developing their inventories, reporting, and creating their lead service line replacement plan. Assistance will be available at no cost to the PWSs. Watch for additional communications from RIDOH as more information about the technical assistance opportunity becomes available.

Funding Opportunities

Eligible systems will be able to apply for funding through the DWSRF for service line inventory development. Funding is also available for lead service line replacement through the DWSRF.

In order to receive funding through the DWSRF for a project, PWSs must apply to have the project added to the RIDOH Project Priority List (PPL) by March 2024. Every year, RIDOH sends a letter to PWSs eligible for the PPL. For PPL applications and more information about DWSRF, you can visit the webpage health.ri.gov/DWSRF or contact the Center for Drinking Water Quality using the information below.

PWSs that serve a population of less than 10,000 people should consider the DWSRF as a funding source even for relatively small projects. If it is determined that the PWS is economically disadvantaged, then subsidies such as lower interest rates, zero interest rates, and/or additional forgiveness may be available.

Another possible source of funding is the *Water Infrastructure Improvements for the Nation (WIIN) Act's* Small, Underserved, and Disadvantaged Communities grant. To express interest, contact Anna Coelho Cortes at the Rhode Island Infrastructure Bank by emailing acoelho@riib.org with a project description and cost estimate by February 29, 2024. For grant details, please visit www.epa.gov/dwcapacity/wiin-grant-small-underserved-and-disadvantaged-communities-grant-program-0.

This letter will also be sent by email. If you have any questions regarding this letter, you may contact the RIDOH Center for Drinking Water Quality by emailing DOH.RIDWQ@health.ri.gov with "Service Line Inventory" in the subject line or by calling 401-222-6867.

Thank you for your cooperation and ongoing work to ensure access to safe drinking water for all Rhode Islanders.

Sincerely,

Amy Parmenter
Chief Administrator
Center for Drinking Water Quality

Drinking Water Consumer Notice

[PWS #ID]

[Water System Name]

[Water System Address]

[Confirmed Lead/Lead Status Unknown] Service Line Found in [Water System Name] Service Area

This is a notification that [Water System Name] discovered a [Confirmed Lead/Lead Status Unknown] service line connecting your property to our system. This service line [contains/may contain] lead. Please read this notice to understand what actions you can take to prevent exposure to lead and what [Water System Name] is doing.

Lead from service lines can get into drinking water as the metal in old pipes wears away. Exposure to lead – by drinking contaminated water or eating food prepared with contaminated water – can cause long-term health problems, especially for children younger than six years old and people who are pregnant.

[Water System Name] identified the service line material within the last 30 days, on [DATE]. [Water System Name] is working to identify the material of all service lines to complete a Service Line Inventory and meet the requirements of recent amendments to the *Rhode Island Lead Poisoning Prevention Act*.

We want to reassure you that [Water System Name] will be replacing all lead service lines and lead status unknown service lines over the coming years to protect public health and comply with federal and state laws and regulations.

In the meantime, [Water System Name] will provide you with a filter pitcher or point-of-use device and six months of filter replacements upon request. The filter in the pitcher or point-of-use device will significantly reduce lead levels in water. To request a water filter, please contact [Water System contact information].

What Are the Health Effects of Lead?

Anyone can suffer health effects from exposure to lead, but lead is most dangerous to children younger than six years old and people who are pregnant. Lead can hurt a child's brain and nervous system and slow down growth and development. People exposed to lead as children can have lifelong difficulties with learning and behavior and may have trouble paying attention. Even small amounts of lead can harm a child. Adults can have increased risks of heart disease, high blood pressure, kidney or nervous system problems. Lead poisoning is preventable.

What Are the Sources of Lead?

Lead can be found in many places in and around the home. Children in Rhode Island are most often exposed to lead through lead-based paint and paint dust found in homes built before 1978. Over time, lead-based paint can peel or crack. Children may accidentally breathe or swallow lead dust or lead paint chips. Lead can also be found in soil around the home, some spices, and some pottery, crystal, or ceramic dishes.

While it is rarely the primary cause of lead poisoning in Rhode Island, drinking water can also be a source of lead. Lead and galvanized steel pipes were used in water infrastructure for much of

Updated August 2024

the 1900s and were banned from use in Rhode Island in 1978. Lead solder was used to fuse pipe segments together until 1987. If a building was built or plumbed before 1987, it could have plumbing materials containing lead.

How Does Lead Get into Drinking Water?

As plumbing materials age, they begin to wear away (called corrosion). If they are made with lead, it can get into the drinking water. When water sits still and remains in contact with plumbing materials containing lead for a period of time, the lead may dissolve into the water. If water has not been used **for several hours – for example first thing in the morning or when you get home from school or work – it may have elevated levels of lead.**

What is a Service Line?

Service lines are the individual pipes that run from the water main in the street to a home or building. They consist of two sections: the *public-side* and the *private-side*. The *public side* of the service line runs from the water main to the curb stop (a valve that is often located near the property line or sidewalk) and the *private side* runs from the curb stop to the home.

Why and When Are Lead Service Lines Being Replaced?

[Water System Name] will be replacing lead service lines over the next ten years. Please contact [Water system contact information] for information on scheduling a free service line inspection and/or a service line replacement.

Important: If you or the property owner (if different) decide to replace the private side portion of the lead service line on your/their own, please contact [Water system contact information]. [Water System Name] must attempt to coordinate simultaneous replacement of the public side portion or replace the public side portion in a timely manner after being notified, at no cost to the property owner.

Steps You Can Take to Reduce Exposure to Lead in Drinking Water

- **Treat the water.** Some water filters can remove lead from water. This water is safe to use for drinking and cooking. To request a water filter please contact [Water System contact information], and a filter pitcher or point-of-use device and six months of filter replacements will be provided to you, along with filter use instructions. Follow the instructions for the installation (if applicable), use, and maintenance of any filter. Change out replacement cartridges according to the filter instructions

Note: Water softeners and reverse osmosis units will also remove lead from water but can make the water more corrosive to lead solder and plumbing by removing certain minerals. The installation of these treatment units at the point of entry into homes with lead plumbing should only be done under supervision of a qualified water treatment professional.

- **Run the cold water to flush out lead, even if you have a filter.** Flushing the tap means running the cold-water faucet for 3 to 5 minutes before using the water for drinking or cooking. Lead can build up in water when it sits still in the pipes. Flushing the pipes (or letting the cold water run before using it) will remove the water that may contain higher lead levels. Flush the pipes before using water for drinking or cooking any time the water has gone unused for more than six hours.

Flushing tap water is a simple and low-cost measure you can take to protect your health. It usually uses less than one gallon of water. **See the attached flier or visit the Rhode Island Department of Health website <https://health.ri.gov/water/about/lead/> for more detailed instructions on flushing your plumbing.**

- **Use cold water for preparing baby formula, even if you have a filter.** It is recommended that bottled or filtered water be used for drinking and preparing baby formula. If you need hot water, draw water from the cold tap and then heat it.
- **Use cold water for cooking, even if you have a filter.** Because lead from lead-containing plumbing materials and pipes can dissolve into hot water more easily than cold water, never drink, cook, or prepare beverages using hot water from the tap. Boiling water can kill bacteria, viruses, and other disease-causing organisms, but it will not reduce lead levels.
- **Remove and clean aerators/screens on plumbing fixtures, even if you have a filter.** Aerator screens are located at the tip of faucets. Over time, particles and sediment can collect in the aerator screen. Remove and clean aerators screens every two weeks.

Protect Your Child from Lead – Information from the Rhode Island Department of Health

Get your child tested for lead. Lead can be measured in the blood. Your child should have at least two blood lead screening tests by 36 months (one screening by 18 months and the second screening at least 9 months after) and an annual lead screening until the age of six. Contact the Rhode Island Department of Health or your healthcare provider to find out when their most recent lead screening test was and the results. Your family doctor or pediatrician can perform a blood test for lead and provide you with information about the health effects of lead. In Rhode Island, lead screening is a mandated coverage health insurance benefit and is free of charge. Learn more at health.ri.gov/lead/.

Get your home tested for lead. If your home was built before 1978, it likely has lead-based paint. A licensed lead inspector can inspect your home and test the paint and soil for lead. Most rental housing built before 1978 is required to have a Certificate of Lead Conformance, showing the property has passed a lead inspection. Contact RIDOH to learn more about lead inspections.

For More Information

Contact us at [insert your water system's phone number and email]. For more information on reducing lead exposure around your home and the health effects of lead, visit the Rhode Island Department of Health website health.ri.gov/lead/ or contact your health care provider. For more information about lead exposure through drinking water visit <https://health.ri.gov/water/about/lead/>.

This notice is being sent to you by **[PWS NAME, ID#: RIXXXXX, ADDRESS]**

Date distributed: _____.

**Town of
Jamestown, Rhode Island**

PO Box 377
Jamestown, RI 02835- 1509
Phone: (401) 423-7220
Fax: (401) 423-7229



Date: September 11, 2024

To: Board of Water and Sewer Commissioners

From: Michael Gray
Public Works Director

RE: Weston and Sampson Final Report
Wastewater Treatment Facility and Pump Station Evaluation

Attached is the Final Evaluation Report for the Wastewater Treatment Facility and Pump Stations prepared by Weston and Sampson dated September 2024. Over the past several months staff from Weston and Sampson completed a condition assessment of assets at the Wastewater Treatment Facility and the four pump stations. Assets were divided into five disciplines categories that include Process Mechanical, Architectural and Buildings, Electrical, Instrumentation, and HVAC and plumbing. Existing conditions were evaluated for each asset and an estimated useful lifetime was determined. Appendix A in the report provides a summary table of all the assets with details.

Section 3 of the report provides a summary of recommended improvements for the treatment facility and pump stations based upon the evaluation. Table 1 and 2 on page 3-11 includes a budget level cost estimate of the improvements based upon a priority that was assigned of the assets. Priority 1 grouping are assets the need to be replaced or repaired in the first year project (2025). Priorities 2-5 are programmed for future projects in years 2030-2045. As shown in the table the first year improvements for the pump stations is estimated to be \$1,681,750 and \$6,683,250 for the wastewater treatment facility.

Appendix E of the report includes a Program for investigating and rehabilitating the sewer collection system. Weston and Sampson has divided the collection system into subareas for investigating manholes and television inspections of piping. Recommendations for improvements will then be determined for the sewer collection system based upon condition and to remove inflow and infiltration. This program will be conducted from 2024-2027 as shown in Table 2 of their report.

REPORT IN SEPERATE FILE AND CAN
BE FOUND ON THE TOWN CALENDAR



Town of Jamestown
Resolution of the Town Council
Acting as the Board of Water and Sewer Commissioners

No. 2024-17

**RESOLUTION OF THE BOARD OF WATER AND SEWER COMMISSIONERS
ENCUMBERING THE RESERVE FOR SEWER FACILITIES AND SERVICES FUNDED BY SEWER
SERVICE CHARGES FOR PAYMENT OF ENGINEERING EXPENSES AND AWARD OF
CONTRACTS**

RESOLVED THAT:

Section 1. Pursuant to Resolution 2023-13 and Section 5 of Chapter 233 of the Public Laws of the State of Rhode Island there was established a charge for a Reserve for maintaining, repairing, renewal and replacement of the sewage disposal system in the amount of:

| | |
|---|---------|
| SEWER RESERVE FLAT FEE: | \$38.02 |
| SEWER RESERVE USAGE FEE (per 100 gallons) | \$ 6.49 |

Section 2. These charges were effective beginning with the September 30, 2023 billing and continue indefinitely until changed by this Board.

Section 3. The Agreements for Engineering Services between the Town and Weston & Sampson Engineering, Inc. for Wastewater Treatment Facility Improvements in the amount of \$525,000 and for Sanitary Sewage Pump in the amount of \$205,000 are hereby approved and shall be funded from this Reserve as the same exists and as such Reserve may be funded from future charges as collected. Any amounts to be paid under these contracts in excess of the available Reserve funds shall be advanced from Sewer Fund and will be reimbursed to the Sewer Fund from an anticipated bond issue. The Town hereby declares that it reasonably expects to reimburse the expenditures authorized in this Section 3 in excess of the available Reserve funds proceeds of debt to be issued by the Town. This Resolution is a declaration of official intent under Treasury Regulation 1.103-18.

Section 4. By Order of the Jamestown Town Council sitting as the Board of Water and Sewer Commissioners.

Nancy A. Beye, President

Mary E. Meagher, Vice President

Michael G. White

Randall White

Erik G. Brine

IN WITNESS WHEREOF, I hereby attach my hand and the official seal
of the Town of Jamestown on this ___ day of September 2024.

Roberta J. Fagan, CMC, Town Clerk

**TOWN OF JAMESTOWN
TOWN COUNCIL MEETING
for
TOWN, WATER AND SEWER MATTERS**

Monday, August 19, 2024

A regular meeting of the Jamestown Town Council sitting as the Board of Water and Sewer Commissioners was called to order at the Jamestown Town Hall, Council Chambers, 93 Narragansett Avenue at 6:50 PM by Commission President Nancy A. Beye.

The following members were present.

Mary E. Meagher, Commission Vice-President
Erik G. Brine
Michael G. White

Also present were:

Edward Mello, Town Administrator
Roberta J. Fagan, Town Clerk
Michael Gray PE, Public Works Director
Christina D. Collins, Finance Director
Peter D. Ruggiero Esq., Town Solicitor
Denise Jennings, Water and Sewer Clerk

Absent:

Randall White, Commissioner

OPEN FORUM

Commission President Beye noted that this open forum would be for water and sewer matters only.

1) Scheduled requests to address:

(None)

2) Non-scheduled request to address:

Merrill Sherman of 25 Walnut Street expressed her concerns regarding the recent Boards denial of the applications for a water line extension to Seaview Avenue and she then briefly outlined her work experience and background. Commission President Beye thanked Ms. Sherman for her comments and stated that the Board is not able to comment on items, that are not identified on the meeting agenda.

REPORT OF TOWN OFFICIALS

1) **Pumping Report:**

The Public Works Director reported the following:

- JR-1 well is in service.
- Transfer pumping remains inactive.
- Pumping was up very slightly for the month of July, compared to last year.
- Rainfall was down for the month July, compared to the previous year.
- North Reservoir is @ 54 MG, usable storage-60 MG
- South Pond is @ capacity, usable storage-6 MG.

2) **Town project reports: (See attached Project Update Report dated August 2024)**

Treatment Plant:

The Public Works Director reported the following:

- We continue to operate with two staff members in the Water Department.
- An advertisement for an assistant water superintendent fully licensed to operate the water treatment facility continues to run on the New England Water Career website.
- A Request for Proposal for the operation and maintenance of the Jamestown Water Treatment Facility has been advertised and proposals are due on August 29th. A preproposal conference as held on July 22nd and two interested companies attended.
- Pare Corporation is preparing a final draft of the rules and regulations for the Commission to review and that he is hoping to have a draft before the Board in September, along with a presentation.

Transfer pumping/Reservoir:

The Public Works Director reported that he had met with an Engineering consultant to review the conditions at South Pond for the dam improvement project. The Public Works Director briefly outlined the future of the project.

Distribution System:

The Public Works Director reported the following:

- The online survey for homeowners to complete and submit for the lead service inventory has not been successful and as of August 13th only 50 surveys have been completed. He is working on a mailing that will be sent to homeowners to set up appointments, for staff members to inspect their home service. Staff will also attempt to go door to door to complete this task.

Wastewater Treatment Plant:

The Public Works Director reported that he and Wastewater staff have met with Weston and Sampson to review the draft evaluation report for the wastewater treatment facility and pump stations and that he is hoping to have a final draft of the report for the Commission and a presentation at the meeting in September. The Public Works Director briefly outlined the future of the project.

Commission consensus: To accept the Public Works Director's report, as submitted.

LETTERS AND COMMUNICATIONS

1) **Review, Discussion, and/or Action and/or Vote:** Letter dated August 5, 2024, from Robert Rocchio, P.E. Chief Engineer, RI Department of Transportation, re: **Water main extension project on East Shore Road in the vicinity of 38 East Shore Road to 68 East Shore Road:** and the installation of curb stops and service lines at all properties along the extended line.

The Public Works Director reported the following:

- He has received a letter from the RIDOT regarding the proposed watermain extension on East Shore Road.
- RIDOT is requiring that the water services within the State right-of-way be installed to a curb stop at each of the properties along the proposed extension.
- This requirement is to eliminate the need for future excavations for potential connection. The Public Works Director stated that each property owner would still be required to get approval from the Board, if they wish to connect in the future.

2) **Review, Discussion, and/or Action and /or Vote:** Copy of the **North Kingstown/Jamestown Emergency Water Supply Agreement** dated July 16, 2024.

The Town Administrator stated that this was provided for the Boards information only and no action was required. Brief discussion ensued.

NEW BUSINESS

The Public Works Director stated that the Finance Director did a great job preparing the proposed Water and Sewer Budgets and Rates FY 2024/2025 and that he will answer any questions that the Board may have.

1) Review, Discussion, and/or Action and/or Vote: **Proposed Water Budget and Rates FY 2024/2025** in the amount of \$1,669,595.00 (see attached).

The Finance Director briefly outlined the changes in the proposed FY2024/2025 Water Budget. Brief discussion ensued.

Motion was made by Commission Vice-President Meagher, seconded by Commissioner Michael White to approve the **Proposed Water Budget FY2024-2025** in the amount of \$1,669,595.00, as recommended. Vote: President Beye, Aye; Commission Vice-President Meagher, Aye; Commissioner Brine, Aye; Commissioner Michael White, Aye.

2) Review, Discussion, and/or Action and/or Vote: **Proposed Sewer Budget and Rates FY 2024/2025** in the amount of \$965,666.00 (see attached).

The Finance Director briefly outlined the changes in the proposed FY2024/2025 Sewer Budget. Brief discussion ensued.

Motion was made by Commission Vice-President Meagher, seconded by Commissioner Michael White to approve the **Proposed Sewer Budget FY2024-2025** in the amount of \$965,666.00, as recommended. Vote: President Beye, Aye; Commission Vice-President Meagher, Aye; Commissioner Brine, Aye; Commissioner Michael White, Aye.

CONSENT AGENDA

1) **Adoption of Minutes:**

- a) June 17, 2024 (regular meeting)
- b) July 15, 2024 (regular meeting)

2) **Finance Director's Report:** Comparison Budget to Actuals as of June 30, 2024.

Motion was made by Commission Vice-President Meagher, seconded by Commissioner Michael White to accept the Consent Agenda, as presented. Vote: President Beye, Aye; Commission Vice-President Meagher, Aye; Commissioner Brine, Aye; Commissioner Michael White, Aye.

ADJOURNMENT

Motion was made by Commission Vice-President Meagher, seconded by Commissioner Michael White to adjourn the meeting of the Jamestown Town Council sitting as the Board of Water and Sewer Commissioners at 6:46 PM. Vote: President Beye, Aye; Commission Vice-President Meagher, Aye; Commissioner Brine, Aye; Commissioner Michael White, Aye.

Attest:

Denise Jennings
Water and Sewer Clerk

Project Update August 2024

WELLS

- JR-1 is in service.

TREATMENT PLANT

- We continue to operate with two staff in the water department. An advertisement for an assistant water superintendent fully licensed to operate the water treatment facility has been on the New England Water Career website for months
- A Request for Proposal for the operation and maintenance of the Jamestown Water Treatment Facility has been advertised. Proposals are due on August 29th. A preproposal conference was held on July 22th and two interested companies attended.
- Pare Corporation is preparing a final draft of the rules and regulations for the commission to review. I have attached a flow chart for new service connection applications for review and discussion.

TRANSFER PUMPING/RESERVOIR

- The north reservoir is just below capacity. No water has been transferred from South Pond.
- I met with our Engineering consultant to review the conditions at South pond for the dam improvement project. The Reservoir is at its highest level and is still spilling over due to excessive rainfall through the spring and summer. The conditions are too wet for construction of an earthen embankment at this time. We discussed dewatering the reservoir to below the excavation limits. Based upon the rate at which the pond is spilling over I am not sure that drawing the pond down is feasible for this season.

DISTRIBUTION SYSTEM

South Pond @ 6 MG

Usable Storage, 6 Million Gallons

North Pond @ 60 MG

Usable Storage 54 Million Gallons

- The online survey for homeowners to complete and submit for the lead service inventory has not been successful. As of August 13th there have been 50 surveys completed out of the 1400 residential connections. We are working on a mailing that will be sent to homeowners to schedule a date with our staff to inspect their home service. The deadline for the inventory is October 16th.
- I have received a letter from the RIDOT regarding the proposed watermain extension in East Shore Road. They are requiring that the water services within the State Right-of-Way be installed to a curb stop at each of the properties along the extension. The purpose for this requirement is to eliminate the need for future excavation for connections. The Contractor will be required to restore the paved shoulder upon completion of the watermain installation. Each property will require approval from the Commission if they wish to connect in the future.

WASTEWATER TREATMENT PLANT

- The monthly average daily flow at the treatment plant for July was 0.18 million gallons per day. The monthly average allowed by our discharge permit is 0.73 million gallons per day. The peak daily flow was 0.256 million gallons.
- Doug Ouellette and I met with staff from Weston and Sampson to review the draft evaluation report for the wastewater treatment facility and pump stations. They are addressing our comments and will prepare a final draft for the Commission and a presentation at the September meeting.

JAMESTOWN WATER DEPARTMENT (JWD) - FLOWCHART FOR NEW WATER SERVICE CONNECTION APPLICATION - DETERMINE TYPE OF APPLICATION



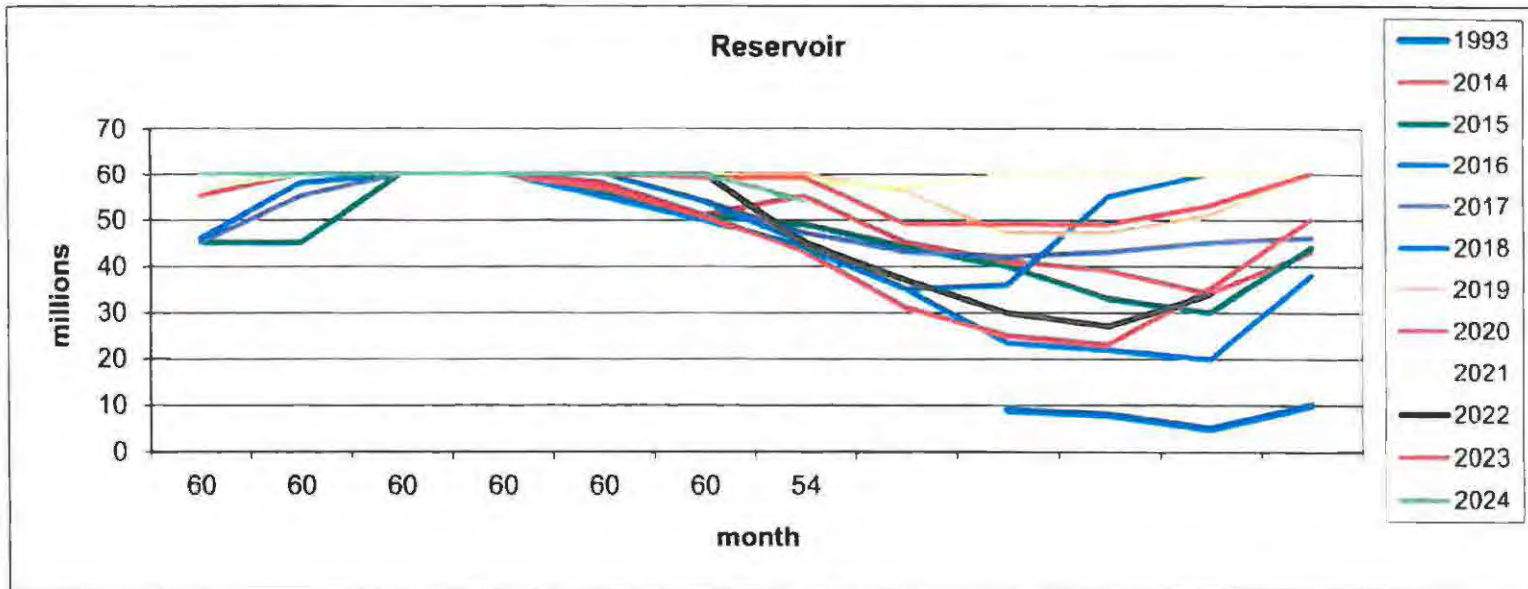
How do you want to treat each of these cases?

Admin Review
 - Existing lot with frontage on existing main

Commission Review
 - Existing subdivisions - existing houses
 - Existing subdivisions - new houses
 - New subdivisions, new lots
 - vacant lots
 - Commercial lots
 - Redevelopment of commercial lots
 - ADUs - No separate connection
 - Use by right
 - Part of affordable housing

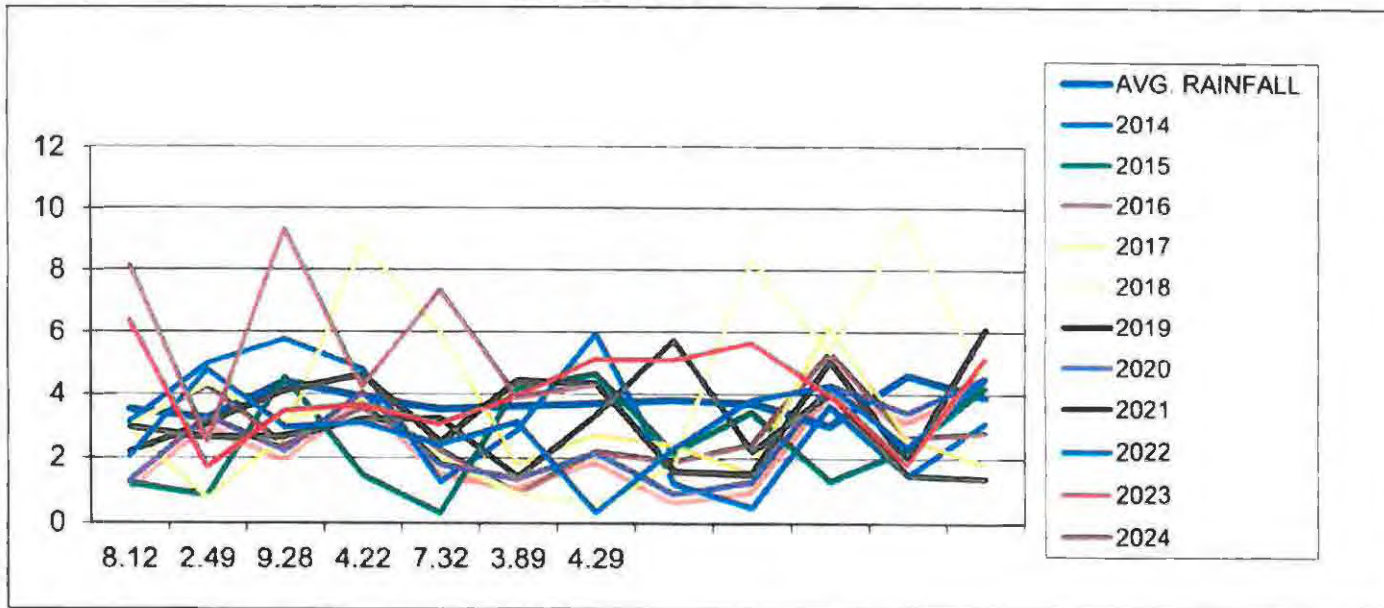
RESERVOIR LEVEL

| | 1993 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----|------|------|------|------|------|------|------|------|------|------|------|------|
| Jan | | 55 | 45 | 46 | 45 | 60 | 60 | 60 | 57 | 60 | 60 | 60 |
| Feb | | 60 | 45 | 58 | 55 | 60 | 60 | 60 | 60 | 60 | 60 | 60 |
| Mar | | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 |
| Apr | | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 |
| May | | 58 | 56 | 55 | 60 | 60 | 60 | 57 | 60 | 60 | 60 | 60 |
| Jun | | 51 | 51 | 50 | 54 | 54 | 60 | 51 | 60 | 60 | 59 | 60 |
| Jul | | 55 | 49 | 44 | 47 | 45 | 60 | 43 | 58 | 45 | 59 | 54 |
| Aug | | 45 | 44 | 35 | 43 | 35 | 56 | 31 | 57 | 37 | 49 | |
| Sep | 9 | 41 | 40 | 23.5 | 42 | 36 | 47 | 25 | 60 | 30 | 49 | |
| Oct | 8 | 39 | 33 | 22 | 43 | 55 | 47 | 23 | 60 | 27 | 49 | |
| Nov | 5 | 34 | 30 | 20 | 45 | 60 | 51 | 35 | 60 | 34 | 53 | |
| Dec | 10 | 43 | 44 | 38 | 46 | 60 | 60 | 50 | 60 | 48 | 60 | |



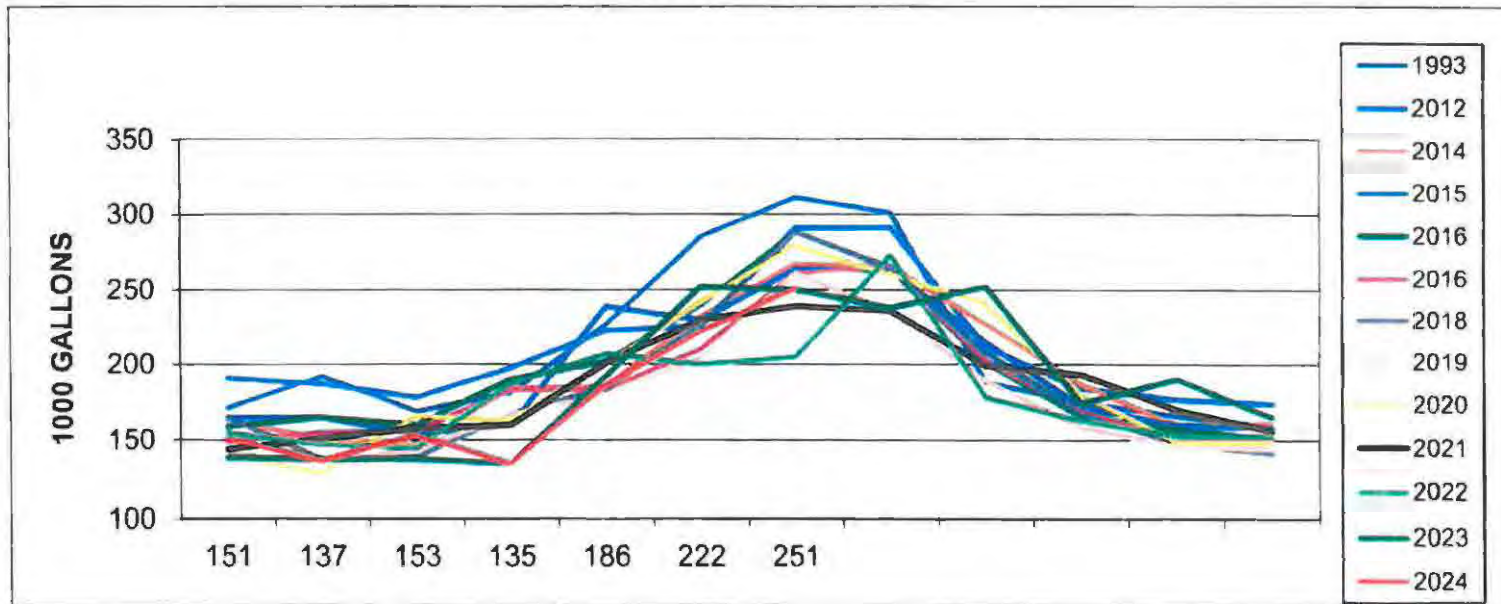
| | AVG. RAINFALL | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-------|---------------|-------|-------|-------|-------|-------|-------|------|-------|-------|-------|-------|
| Jan | 3.5 | 3.1 | 1.22 | 2.94 | 2.94 | 2.94 | 2.19 | 1.3 | 2.94 | 2.04 | 6.36 | 8.12 |
| Feb | 3.2 | 4.98 | 0.86 | 4.25 | 0.76 | 4.33 | 3.06 | 3.26 | 2.62 | 4.77 | 1.7 | 2.49 |
| Mar | 4.4 | 5.74 | 4.53 | 2.36 | 2.62 | 3.07 | 4.11 | 2.21 | 2.66 | 2.94 | 3.44 | 9.28 |
| Apr | 3.9 | 4.8 | 1.47 | 3.53 | 8.8 | 3.79 | 4.61 | 4.03 | 3.18 | 3.08 | 3.65 | 4.22 |
| May | 3.5 | 1.27 | 0.32 | 2.24 | 6.03 | 2.03 | 2.46 | 1.79 | 3.2 | 2.43 | 3.03 | 7.32 |
| Jun | 3.6 | 2.86 | 4.2 | 0.89 | 1.79 | 0.89 | 4.44 | 1.36 | 1.4 | 3.11 | 3.93 | 3.89 |
| Jul | 3.7 | 5.93 | 4.63 | 2.19 | 2.7 | 0.61 | 4.33 | 2.16 | 3.3 | 0.35 | 5.1 | 4.29 |
| Aug | 3.8 | 1.23 | 2.17 | 1.88 | 2.4 | 1.73 | 1.58 | 0.91 | 5.71 | 2.29 | 5.08 | |
| Sep | 3.7 | 0.5 | 3.41 | 2.42 | 1.54 | 8.35 | 1.49 | 1.27 | 2.19 | 3.81 | 5.62 | |
| Oct | 3 | 3.61 | 1.31 | 5.33 | 6.18 | 5.34 | 5.04 | 4.29 | 4.03 | 4.28 | 4 | |
| Nov | 4.6 | 1.47 | 2.27 | 2.63 | 2.61 | 9.61 | 1.89 | 3.39 | 1.47 | 2.33 | 1.83 | |
| Dec | 3.9 | 3.1 | 4.2 | 2.79 | 1.81 | 4.33 | 6.09 | 4.53 | 1.38 | 4.48 | 5.12 | |
| Total | 44.8 | 38.59 | 30.59 | 33.45 | 40.18 | 47.02 | 41.29 | 30.5 | 34.08 | 35.91 | 48.86 | 39.61 |

RAINFALL

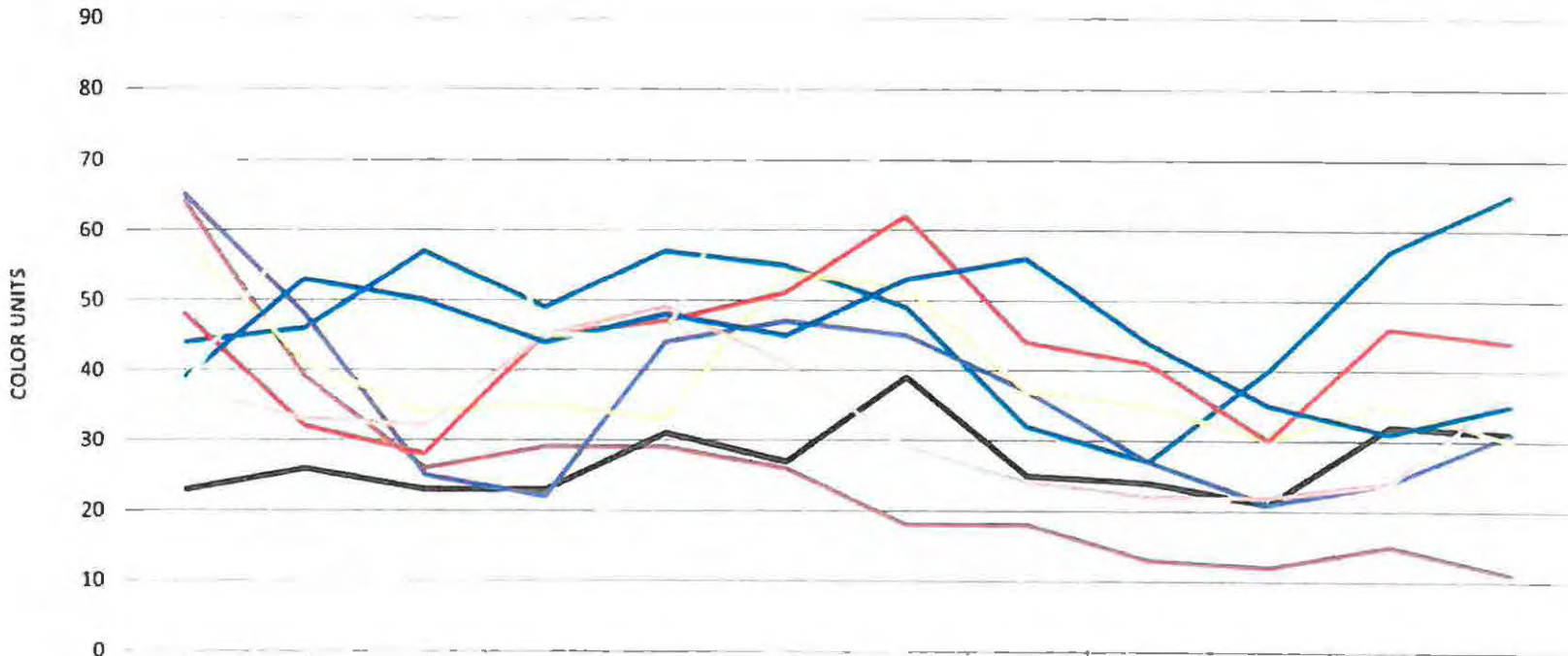


| | 1993 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| Jan | 171 | 172 | 155 | 191 | 163 | 165 | 159 | 149 | 165 | 141 | 141 | 144 | 155 | 139 | 151 |
| Feb | 192 | 158 | 156 | 187 | 151 | 165 | 165 | 155 | 137 | 135 | 129 | 151 | 147 | 138 | 137 |
| Mar | 169 | 157 | 155 | 178 | 147 | 154 | 160 | 156 | 139 | 144 | 166 | 158 | 145 | 138 | 153 |
| Apr | 181 | 180 | 170 | 198 | 184 | 160 | 190 | 183 | 167 | 167 | 163 | 160 | 187 | 135 | 135 |
| May | 227 | 212 | 190 | 223 | 185 | 239 | 202 | 183 | 184 | 179 | 200 | 201 | 207 | 192 | 186 |
| Jun | 285 | 226 | 221 | 226 | 232 | 230 | 240 | 210 | 227 | 204 | 242 | 230 | 200 | 252 | 222 |
| Jul | 311 | 279 | 278 | 291 | 267 | 264 | 288 | 261 | 288 | 261 | 279 | 239 | 205 | 250 | 251 |
| Aug | 301 | 254 | 242 | 291 | 266 | 263 | 264 | 266 | 265 | 235 | 260 | 236 | 273 | 238 | |
| Sep | 188 | 205 | 210 | 212 | 227 | 215 | 201 | 203 | 208 | 189 | 241 | 199 | 178 | 252 | |
| Oct | 175 | 175 | 175 | 184 | 187 | 172 | 166 | 170 | 168 | 158 | 180 | 193 | 163 | 174 | |
| Nov | 166 | 164 | 167 | 177 | 160 | 160 | 157 | 151 | 148 | 146 | 149 | 170 | 153 | 190 | |
| Dec | 158 | 158 | 180 | 174 | 161 | 158 | 151 | 151 | 142 | 145 | 149 | 156 | 153 | 165 | |

PUMPING REPORT



Transfer Pumping NORTH POND WATER QUALITY



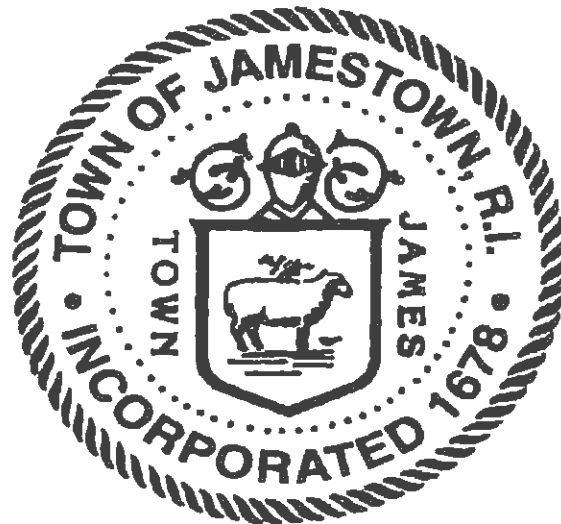
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|------|----|----|----|----|----|----|----|----|----|----|----|----|
| 2016 | 64 | 39 | 26 | 29 | 29 | 26 | 18 | 18 | 13 | 12 | 15 | 11 |
| 2017 | 23 | 26 | 23 | 23 | 31 | 27 | 39 | 25 | 24 | 21 | 32 | 31 |
| 2018 | 44 | 46 | 57 | 49 | 57 | 55 | 49 | 32 | 27 | 40 | 57 | 65 |
| 2019 | 65 | 48 | 25 | 22 | 44 | 47 | 45 | 37 | 27 | 21 | 24 | 31 |
| 2020 | 59 | 41 | 34 | 35 | 33 | 54 | 52 | 37 | 35 | 30 | 35 | 30 |
| 2021 | 48 | 32 | 28 | 45 | 47 | 51 | 62 | 44 | 41 | 30 | 46 | 44 |
| 2022 | 37 | 33 | 32 | 45 | 49 | 41 | 29 | 24 | 22 | 22 | 24 | 37 |
| 2023 | 39 | 53 | 50 | 44 | 48 | 45 | 53 | 56 | 44 | 35 | 31 | 35 |
| 2024 | 38 | 62 | 85 | 45 | 45 | 81 | 66 | | | | | |

JAMESTOWN WASTEWATER TREATMENT FACILITY

1 Freebody Drive, Jamestown RI 02835

Phone: 401-423-7295 Fax: 401-423-7195 Email: douellette@jamestownri.net

Superintendent: Douglas Ouellette



OPERATIONS & MAINTENANCE MONTHLY REPORT July
2024

Environmental Compliance (Violations)

There were no violations for the month of July

Complaints

There were no complaints to report for July.

Alarms

There are no alarms to report for the month

Septage

The facility received 7500 gallons septage for the month.

Sludge Production

The facility processed 107,000 gallons sludge in June through Wastewater Services Inc.

Maintenance Management

The Crew completed 70 work orders for July.

| TREATMENT PLANT | | |
|-------------------------------|----------|----------------------|
| Influent Totals Lbs. | | |
| TSS | | |
| Total | 6,790.02 | |
| High | 729.88 | |
| Low | 439.55 | |
| Average | 522.31 | |
| BOD | | |
| Total | 6,720.40 | |
| High | 661.73 | |
| Low | 425.84 | |
| Average | 516.95 | |
| Effluent Totals | | |
| LOADING Lbs | | |
| TSS | | Permit Limits |
| Daily Max | 12.38 | 304 |
| Low | 5.22 | |
| Average | 7.88 | 183 |
| BOD | | Permit Limits |
| Daily Max | 11.50 | 304 |
| Low | 2.96 | |
| Average | 5.83 | 183 |
| CONCENTRATION | | |
| Percent TSS Removal | | Permit Limits |
| Percent Removed | 98.0% | 85% |
| Percent BOD Removal | | |
| Percent Removed | 98.5% | 85% |
| BOD Concentration mg/L | | Permit Limits |
| Monthly Average | 3.9 | 30 mg/L |
| Weekly Average | 5.3 | 45 mg/L |
| Daily Max | 7.88 | 50 mg/L |
| TSS Concentration mg/L | | Permit Limits |
| Monthly Average | 5.49 | 30 mg/L |
| Weekly Average | 5.3 | 45 mg/L |
| Daily Max | 8.5 | 50 mg/L |

Collection System

31 pump station inspections were completed. 12 Gen Set inspections were performed. All stations are operating as designed.

Energy Use

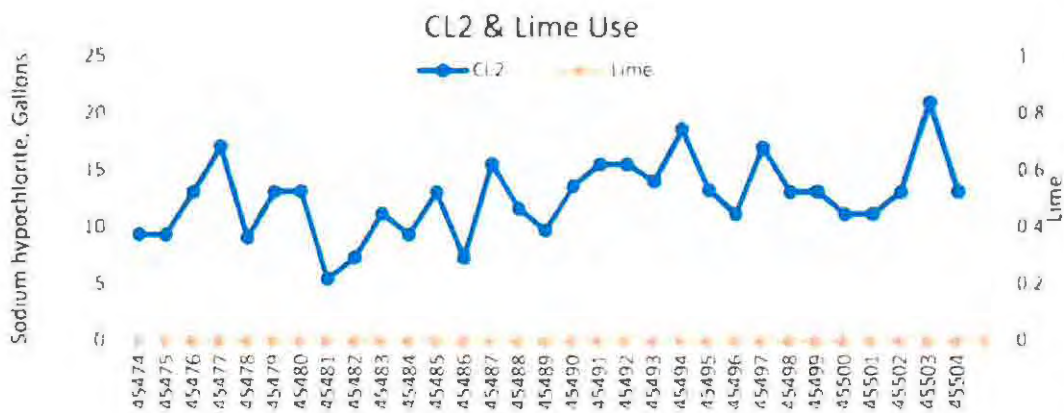
Energy use at the plant for the month was: KWH 18,240

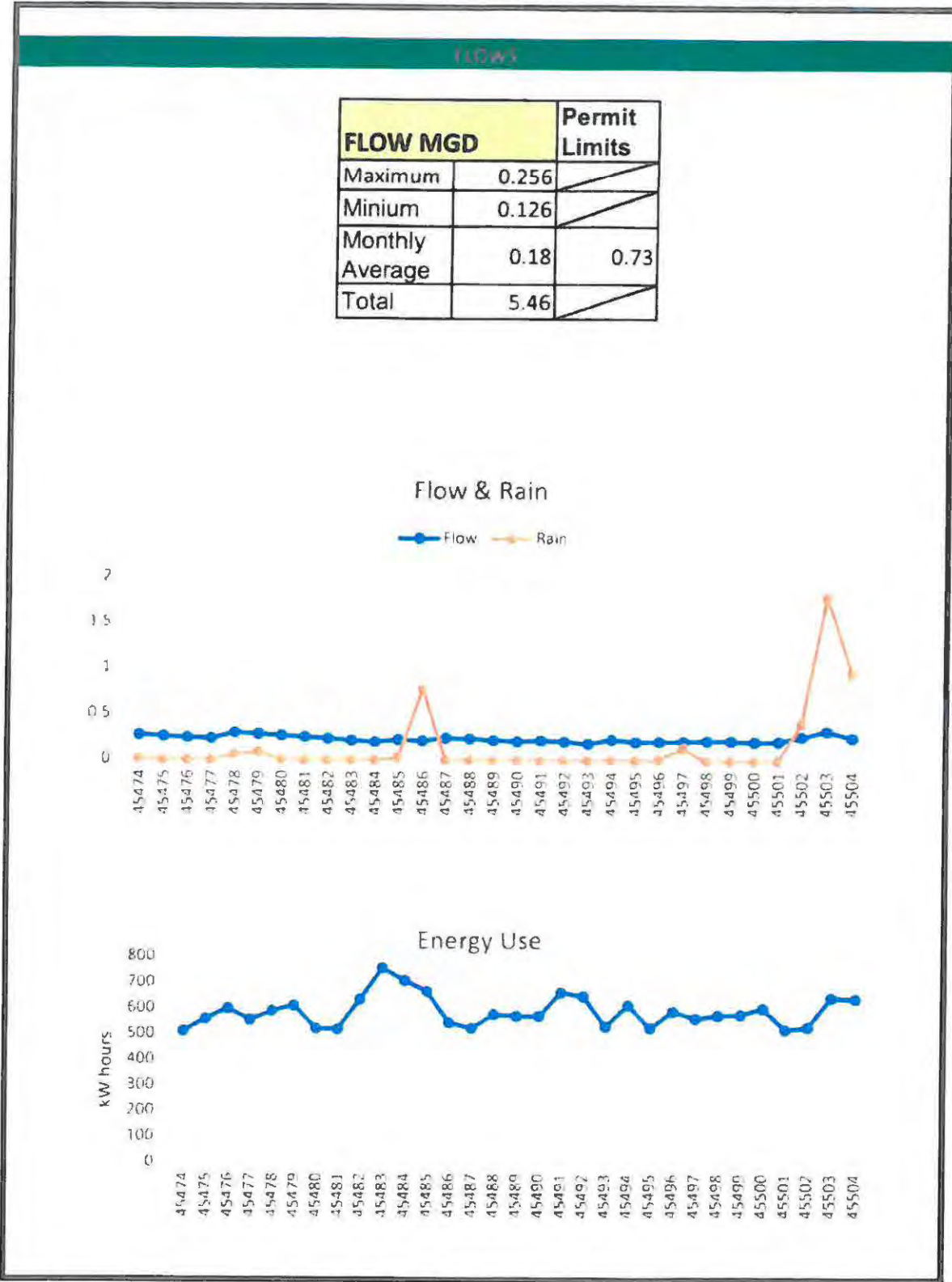
Precipitation

Precipitation measured in at 4.29"

Chemical Use

The facility used 389 gallons of Sodium hypochlorite and 0 pounds of lime for process





Town of Jamestown

Finance Department

Town Hall

93 Narragansett Avenue


Jamestown, Rhode Island 02835-1199

401-423-9809 Fax 401-423-7229

Email: ccollins@jamestownri.net



To: Honorable Council Members

From: Christina D. Collins, Finance Director 

Date: August 15, 2024

Subject: 2024/2025 Water & Sewer Budget

Attached please find the proposed Water & Sewer budgets for fiscal year 2024/2025. Major drivers of the proposed increases are directly related to the cost of effectively running the Plants. In FY2024 we saw a continued decrease in both usage and pumping that we have continued to see in the last 3 years. We believe this is due to continual conservation and an increase in precipitation this year which decreases water usage.

The Water budget as presented includes additional expenses of \$110,884 or a 7.11% increase in the operating costs for the Water department. Major drivers for the rate increase are in material, equipment maintenance, electricity, heating oil and chemical line. Also included is an additional \$25,000 for professional services for potential litigation. This budget requires an increase of 15% for metered excess water and a 10% increase on minimum in advance, for the next fiscal year (see attached schedule).

The Sewer budget as presented includes additional expenses of \$45,265 or a 4.92% increase in the operating cost for the Sewer department. As with the Water budget many line items were adjusted to trending and are beyond the control of staff. The Treatment Plant is monitored 24/7 with mandatory coverage required on the weekend as well as call outs for alarms and storms. The proposed budget will require an increase of 9.00% in the rate for customers for the next fiscal year.

Attached is a summary of billing rates for water and sewer for the existing fiscal year and the proposed FY2024/2025 year. The annual increase per household/user is between 6.97% and 11.34% based on the tiered structure for gallons used and the increase for Sewer usage.

With operating costs continuing to increase, the rates as presented are required to operate the Facilities in accordance with State and Federal guidelines.

TOWN OF DANESTOWN - WATER DIVISION
Proposed Budget
 July 1, 2024 - June 30, 2025

| <u>ACCOUNT NUMBER & DESCRIPTION</u> | <u>Actual FY22.23 6/30/2023</u> | <u>BUDGET FY23.24</u> | <u>PROPOSED FY24.25</u> | <u>FY23.24 YTD 6/30/2024</u> | <u>\$ Change Prev. Yr.</u> | <u>% Change Prev. Yr.</u> |
|--|---|---------------------------|-----------------------------|----------------------------------|--------------------------------|-------------------------------|
| OPERATING REVENUES | | | | | | |
| 2102 0000 40101 Metered Excess Water | 336,862.65 | 499,991.00 | 513,420.00 | 442,016.75 | 13,429.00 | 2.69% |
| 2102 0000 40402 Minimum Charge | 625,399.62 | 688,033.00 | 749,995.00 | 681,813.87 | 61,962.00 | 9.01% |
| 2102 0000 40403 Fire Protection Charges | 170,000.00 | 170,000.00 | 170,000.00 | 170,000.00 | 0.00 | 0.00% |
| 2102 0000 40408 Income From New Services | 22,850.00 | 18,500.00 | 18,500.00 | 3,000.00 | 0.00 | 0.00% |
| 2102 0000 40409 Miscellaneous Income | 12,157.57 | 17,000.00 | 17,000.00 | 9,927.20 | 0.00 | 0.00% |
| 2102 0000 40415 Interest Income | 6,455.68 | 3,600.00 | 4,000.00 | 6,616.22 | 400.00 | 11.11% |
| 2102 0000 40420 Rental Water Tower | 149,531.24 | 161,587.00 | 196,680.00 | 148,741.55 | 35,093.00 | 21.72% |
| 40100 TOTAL REVENUES | 1,323,256.76 | 1,558,711.00 | 1,669,595.00 | 1,462,115.59 | 110,884.00 | 7.11% |
| OPERATING SALARIES | | | | | | |
| 2102 7000 70100 Public Works Director | 21,990.40 | 29,158.00 | 30,033.00 | 29,361.81 | 875.00 | 3.00% |
| 2102 7000 70102 Accounting | 50,128.97 | 49,750.00 | 50,745.00 | 51,294.47 | 995.00 | 2.00% |
| 2102 7000 70103 Treatment Plant Oper w/long | 84,065.44 | 87,537.00 | 91,991.00 | 26,853.78 | 4,454.00 | 5.09% |
| 2102 7000 70104 Ass't Treat Plant Oper w/long | 81,743.86 | 80,243.00 | 76,528.00 | 89,568.01 | -3,715.00 | -4.63% |
| 2102 7000 70105 Plant Operator | 49,035.84 | 69,742.00 | 73,192.00 | 67,076.84 | 3,450.00 | 4.95% |
| 2102 7000 70513 Treatment Plant Oper - OT | 11,537.87 | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 0.00% |
| 2102 7000 70514 Ass't Treatment Plant - OT | 18,289.74 | 15,000.00 | 15,000.00 | 42,374.92 | 0.00 | 0.00% |
| 2102 7000 70515 Plant Operator OT | 6,812.25 | 10,000.00 | 10,000.00 | 6,349.43 | 0.00 | 0.00% |
| 2102 7000 70339 License Yrly | 1,800.00 | 1,800.00 | 1,800.00 | 0.00 | 0.00 | 0.00% |
| 2102 7000 70501 Water Charge Backs | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 7000 Salaries | 325,404.37 | 358,230.00 | 364,289.00 | 312,879.26 | 6,059.00 | 1.69% |
| 2102 7001 70900 Social Security | 22,733.03 | 27,405.00 | 27,730.00 | 19,562.14 | 325.00 | 1.19% |
| 2102 7001 70901 Blue Cross/Delta Dental | 46,432.93 | 50,340.00 | 37,000.00 | 20,053.67 | -13,340.00 | -26.50% |
| 2102 7001 70902 Worker's Compensation | 15,000.00 | 20,000.00 | 10,000.00 | 10,000.00 | -10,000.00 | -50.00% |
| 2102 7001 70903 Retirement Fund | 34,281.78 | 40,793.00 | 26,750.00 | 27,910.12 | -14,043.00 | -34.43% |
| 2102 7001 70906 Life Insurance | 639.81 | 670.00 | 670.00 | 506.88 | 0.00 | 0.00% |
| 2102 7001 70910 Clothing Allowance | 1,041.50 | 1,500.00 | 1,500.00 | 1,882.60 | 0.00 | 0.00% |
| Salary Adjustment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 7001 Benefits | 120,129.05 | 140,708.00 | 103,650.00 | 79,915.41 | -37,058.00 | -26.34% |
| 7000/7001/7002 SALARIES/BENEFITS | 445,533.42 | 498,938.00 | 467,939.00 | 392,794.67 | -30,999.00 | -6.21% |
| 2102 7005 70601 Maintenance | 420.00 | 6,000.00 | 6,500.00 | 6,447.55 | 500.00 | 8.33% |
| 2102 7005 70606 Alarm Lines | 5,282.69 | 4,000.00 | 4,000.00 | 5,761.37 | 0.00 | 0.00% |
| 7005 Reservoirs/Rights of Way | 5,702.69 | 10,000.00 | 10,500.00 | 12,208.92 | 500.00 | 5.00% |
| 2102 7006 70601 Maintenance | 0.00 | 1,000.00 | 1,000.00 | 900.00 | 0.00 | 0.00% |
| 2102 7006 70636 Electricity | 10,771.13 | 12,000.00 | 12,000.00 | 11,612.11 | 0.00 | 0.00% |
| 2102 7006 70934 Depreciation Expense | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 7006 Wells | 10,771.13 | 13,000.00 | 13,000.00 | 12,512.11 | 0.00 | 0.00% |
| 2102 7010 70008 Lab Supplies | 13,084.68 | 15,000.00 | 15,000.00 | 14,162.72 | 0.00 | 0.00% |
| 2102 7010 70201 Consultant | 0.00 | 100,000.00 | 100,000.00 | 96,680.00 | 0.00 | 0.00% |
| 2102 7010 70631 Chemicals | 53,978.40 | 65,000.00 | 65,000.00 | 56,677.90 | 0.00 | 0.00% |
| 2102 7010 70632 Heat | 12,475.42 | 18,000.00 | 18,000.00 | 12,924.37 | 0.00 | 0.00% |
| 2102 7010 70633 Equipment Maintenance | 43,115.88 | 45,000.00 | 60,000.00 | 47,596.03 | 15,000.00 | 33.33% |
| 2102 7010 70634 Professional Services | 40,034.10 | 5,000.00 | 30,000.00 | 41,718.66 | 25,000.00 | 500.00% |
| 2102 7010 70635 Telephone | 3,386.80 | 3,500.00 | 3,000.00 | 1,650.03 | -500.00 | -14.29% |
| 2102 7010 70636 Electricity | 47,060.87 | 55,000.00 | 55,000.00 | 49,283.49 | 0.00 | 0.00% |
| 2102 7010 70637 Building Maintenance | 7,214.02 | 8,000.00 | 10,000.00 | 11,533.05 | 2,000.00 | 25.00% |
| 2102 7010 70638 State Testing | 13,599.44 | 12,000.00 | 12,000.00 | 8,187.44 | 0.00 | 0.00% |
| 2102 7010 70639 License Fees | 3,325.00 | 6,000.00 | 6,000.00 | 3,925.00 | 0.00 | 0.00% |
| 2102 7010 70643 Pump Out Treatment Plant | 2,380.00 | 3,500.00 | 3,500.00 | 3,190.00 | 0.00 | 0.00% |
| 2102 7010 70645 Water Sludge Disposal | 21,657.18 | 16,500.00 | 28,000.00 | 27,891.22 | 11,500.00 | 69.70% |
| 7010 Pump Station & Treatment Plant | 261,311.79 | 352,500.00 | 405,500.00 | 375,419.91 | 53,000.00 | 15.04% |
| 2102 7011 70636 South Pond - Electricity | 9,687.49 | 5,000.00 | 6,000.00 | 6,353.65 | 1,000.00 | 20.00% |
| 2102 7011 70637 South Pond - Transfer Pump | 35.77 | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 0.00% |
| 7011 South Pond Pre-Treatment Bldg | 9,723.26 | 9,000.00 | 10,000.00 | 6,353.65 | 1,000.00 | 11.11% |
| 2102 7012 70636 Water Tower - Electricity | 1,471.24 | 3,000.00 | 2,000.00 | 1,551.88 | -1,000.00 | -33.33% |
| 2102 7012 70643 Water Tower - Maintenance | 0.00 | 500.00 | 500.00 | 0.00 | 0.00 | 0.00% |
| 7012 Water Tower | 1,471.24 | 3,500.00 | 2,500.00 | 1,551.88 | -1,000.00 | -28.57% |
| 2102 7013 70644 Gasoline/Oil | 1,447.34 | 2,000.00 | 2,000.00 | 1,566.64 | 0.00 | 0.00% |
| 2102 7013 70645 Repairs/Maintenance | 78.02 | 4,000.00 | 4,000.00 | 905.89 | 0.00 | 0.00% |
| 7013 Vehicles | 1,525.36 | 6,000.00 | 6,000.00 | 2,472.53 | 0.00 | 0.00% |
| 2102 7020 70651 Clamps | 214.22 | 2,000.00 | 2,000.00 | 516.69 | 0.00 | 0.00% |

TOWN OF JAMESTOWN - WATER DIVISION
Proposed Budget
July 1, 2024 - June 30, 2025

| ACCOUNT NUMBER & DESCRIPTION | Actual | BUDGET | PROPOSED | FY23.24 YTD | \$ Change | % Change |
|--|----------------------|---------------------|---------------------|---------------------|------------|-----------|
| | FY22.23 6/30/2023 | FY23.24 | FY24.25 | 6/30/2024 | Prev. Yr. | Prev. Yr. |
| 2102 7020 70652 Pipe | 3,649.36 | 6,000.00 | 6,000.00 | 4,962.60 | 0.00 | 0.00% |
| 7020 70653 Backfill & Excavation | 1,390.80 | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00% |
| 7020 Maintenance & Laterals | 5,254.38 | 10,000.00 | 10,000.00 | 5,479.29 | 0.00 | 0.00% |
| 2102 7030 70661 Service Repairs | 8,666.65 | 10,000.00 | 10,000.00 | 10,972.40 | 0.00 | 0.00% |
| 2102 7030 70663 New Services | 4,226.56 | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 0.00% |
| 7030 Water Division Services | 12,893.21 | 16,000.00 | 16,000.00 | 10,972.40 | 0.00 | 0.00% |
| 2102 7040 70672 Supplies/Expenses | 15,485.96 | 16,000.00 | 18,000.00 | 21,109.07 | 2,000.00 | 12.50% |
| 7040 Meters | 15,485.96 | 16,000.00 | 18,000.00 | 21,109.07 | 2,000.00 | 12.50% |
| 2102 7050 70681 Hydrant Maintenance | 6,041.12 | 8,500.00 | 8,500.00 | 274.79 | 0.00 | 0.00% |
| 7050 Hydrants | 6,041.12 | 8,500.00 | 8,500.00 | 274.79 | 0.00 | 0.00% |
| 2102 7060 70923 Billing | 4,994.16 | 6,500.00 | 6,500.00 | 4,579.88 | 0.00 | 0.00% |
| 2102 7060 70924 Insurance | 8,920.00 | 9,000.00 | 15,000.00 | 15,000.00 | 6,000.00 | 66.67% |
| 2102 7060 70925 Audit | 0.00 | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00% |
| 2102 7060 70926 Supplies & Training | 10,068.56 | 7,000.00 | 8,000.00 | 8,183.99 | 1,000.00 | 14.29% |
| 7030 Administration | 23,982.72 | 25,500.00 | 32,500.00 | 27,763.87 | 7,000.00 | 27.45% |
| 2102 7070 70350 Principal | 0.00 | 367,000.00 | 381,000.00 | 0.00 | 14,000.00 | 3.81% |
| 2102 7070 70940 Interest | 74,905.18 | 66,106.00 | 52,436.00 | 134,338.78 | -13,670.00 | -20.68% |
| Dam Repair (P&I) (\$550K) | 0.00 | 27,000.00 | 26,720.00 | 0.00 | -280.00 | -1.04% |
| Water Tank Painting (\$1.5M) | 0.00 | 29,667.00 | 109,000.00 | 0.00 | 79,333.00 | 267.41% |
| 2102 7070 70300 Transfer to \$6.2 Water Debt | 3,710.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 7070 Debit Service | 78,615.18 | 489,773.00 | 569,156.00 | 134,338.78 | 79,383.00 | 16.21% |
| 7080 70800 Infrastructure Replacement Fund/Capital Improvements | 25,790.00 | 100,000.00 | 100,000.00 | 97,383.19 | 0.00 | 0.00% |
| 7080 Total | 25,790.00 | 100,000.00 | 100,000.00 | 97,383.19 | 0.00 | 0.00% |
| TOTAL EXPENSES | 904,101.46 | 1,558,711.00 | 1,669,595.00 | 1,100,635.06 | 110,884.00 | 7.11% |
| TOTAL REVENUES | 1,323,256.76 | 1,558,711.00 | 1,669,595.00 | 1,462,115.59 | 110,884.00 | 7.11% |

**Proposed Budget
July 1, 2024 - June 30, 2025**

| <u>ACCOUNT NUMBER & DESCRIPTION</u> | FY22.23 | | FY23.24 | | FY23.24 YTD 6/30/2024 | \$ Change Prev. Yr. | % Change Prev. Yr. |
|---|-------------------|--------------------|---------------------|-------------------|--------------------------|------------------------|-----------------------|
| | YTD 6/30/2023 | BUDGET FY 23.24 | PROPOSED FY24.25 | BUDGET FY23.24 | | | |
| OPERATING REVENUES | | | | | | | |
| 2103 0000 40400 Sewer Line Frontage Assess. | 81,225.56 | 81,389.00 | 81,385.00 | 81,384.44 | -4.00 | 0.00% | |
| 2103 0000 40405 Inspection Fees | 225.00 | 300.00 | 300.00 | 150.00 | 0.00 | 0.00% | |
| 2103 0000 40406 Sewer Use Sales | 699,435.03 | 810,712.00 | 855,981.00 | 785,948.43 | 45,269.00 | 5.58% | |
| 2103 0000 40408 New Service Connect Fees | 18,000.00 | 15,000.00 | 15,000.00 | 3,000.00 | 0.00 | 0.00% | |
| 2103 0000 40414 Dumping Fees | 2,536.00 | 5,000.00 | 5,000.00 | 1,790.00 | 0.00 | 0.00% | |
| 2103 0000 40850 Golf Course Allocation | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | 0.00 | 0.00% | |
| 40100 TOTAL REVENUES | 809,421.59 | 920,401.00 | 965,666.00 | 880,272.87 | 45,265.00 | 4.92% | |
| OPERATING EXPENSES | | | | | | | |
| 2103 7000 70100 Public Works Director | 21,990.53 | 29,158.00 | 30,033.00 | 29,361.56 | 875.00 | 3.00% | |
| 2103 7000 70101 Wastewater Super w/Long | 87,719.38 | 90,038.00 | 92,739.00 | 90,149.37 | 2,701.00 | 3.00% | |
| 2103 7000 70102 Accounting w/Long | 50,128.98 | 49,750.00 | 50,745.00 | 51,294.48 | 995.00 | 2.00% | |
| 2103 7000 70103 Asst. Super w/Long | 83,315.26 | 80,243.00 | 82,650.00 | 85,475.41 | 2,407.00 | 3.00% | |
| 2103 7000 70104 Plant Operator w/Long | 68,936.12 | 70,738.00 | 73,887.00 | 70,711.14 | 3,149.00 | 4.45% | |
| 2103 7000 70511 Wastewater Super OT | 8,006.72 | 13,000.00 | 14,000.00 | 16,347.38 | 1,000.00 | 7.69% | |
| 2103 7000 70513 Asst. Superintendent OT | 13,903.32 | 13,000.00 | 14,000.00 | 13,208.83 | 1,000.00 | 7.69% | |
| 2103 7000 70514 Plant Operator OT | 8,172.45 | 13,000.00 | 13,000.00 | 11,337.91 | 0.00 | 0.00% | |
| 7000 Salaries | 342,172.76 | 358,927.00 | 371,054.00 | 367,886.08 | 12,127.00 | 3.38% | |
| 2103 7000 70900 Social Security | 23,334.49 | 27,462.00 | 28,386.00 | 24,732.82 | 924.00 | 3.36% | |
| 2103 7000 70901 Health & Dental | 50,534.01 | 51,602.00 | 51,602.00 | 39,563.34 | 0.00 | 0.00% | |
| 2103 7000 70902 Worker's Compensation | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | 0.00 | 0.00% | |
| 2103 7000 70904 Retirement | 35,401.36 | 42,180.00 | 38,250.00 | 36,465.67 | -3,930.00 | -9.32% | |
| 2103 7000 70906 Life Insurance | 698.49 | 695.00 | 695.00 | 702.27 | 0.00 | 0.00% | |
| 2103 7000 70336 Clothing Allowance | 1,673.31 | 1,500.00 | 1,500.00 | 730.00 | 0.00 | 0.00% | |
| 2103 7000 70335 License Fees | 1,800.00 | 1,800.00 | 1,800.00 | 3,300.00 | 0.00 | 0.00% | |
| 7000 Benefits | 121,441.66 | 133,239.00 | 130,233.00 | 113,494.10 | -3,006.00 | -2.26% | |
| 7000 TOTAL SALARY & BENEFITS | 463,614.42 | 492,166.00 | 501,287.00 | 481,380.18 | 9,121.00 | 1.85% | |
| 2103 7002 70001 Power - Electricity | 46,904.65 | 55,000.00 | 55,000.00 | 48,376.85 | 0.00 | 0.00% | |
| 2103 7002 70002 Chemicals | 3,268.93 | 3,000.00 | 5,000.00 | 6,897.22 | 2,000.00 | 66.67% | |
| 2103 7002 70003 Heat | 12,298.08 | 15,000.00 | 15,000.00 | 10,392.74 | 0.00 | 0.00% | |
| 2103 7002 70004 Water | 1,913.43 | 2,000.00 | 3,000.00 | 3,687.50 | 1,000.00 | 50.00% | |
| 2103 7002 70005 Chlorine | 9,008.83 | 10,000.00 | 10,000.00 | 4,470.77 | 0.00 | 0.00% | |
| 2103 7002 70006 Equipment Maintenance | 52,133.78 | 35,000.00 | 45,000.00 | 43,067.77 | 10,000.00 | 28.57% | |
| 2103 7002 70007 Misc Supplies, Office Cleaning | 9,266.38 | 10,000.00 | 10,000.00 | 7,855.06 | 0.00 | 0.00% | |
| 2103 7002 70008 Laboratory Supplies | 2,210.00 | 4,000.00 | 4,000.00 | 2,936.11 | 0.00 | 0.00% | |
| 2103 7002 70009 Telephone | 474.58 | 1,000.00 | 1,000.00 | 433.98 | 0.00 | 0.00% | |
| 2103 7002 70010 Alarm Lines | 6,677.78 | 7,500.00 | 7,500.00 | 7,127.13 | 0.00 | 0.00% | |
| 2103 7002 70011 Sludge Composting | 45,656.98 | 50,000.00 | 50,000.00 | 46,669.74 | 0.00 | 0.00% | |
| 2103 7002 70012 Truck Operation & Main. | 1,762.66 | 2,000.00 | 2,000.00 | 73.98 | 0.00 | 0.00% | |
| 2103 7002 70013 Gas - Truck | 1,825.37 | 3,500.00 | 3,500.00 | 2,446.37 | 0.00 | 0.00% | |
| 2103 7002 70014 State Mandated Testing | 36,449.45 | 30,000.00 | 40,000.00 | 37,193.74 | 10,000.00 | 33.33% | |
| 2103 7002 70201 Professional Services - Legal | 0.00 | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00% | |
| 2103 7002 70315 Training | 237.75 | 1,000.00 | 1,000.00 | 393.00 | 0.00 | 0.00% | |
| 2103 7002 70600 Professional Services | 3,209.00 | 2,000.00 | 3,000.00 | 1,282.50 | 1,000.00 | 50.00% | |
| 7002 Wastewater Treatment Facility | 233,297.65 | 233,500.00 | 257,500.00 | 223,304.46 | 24,000.00 | 10.28% | |
| 2103 7003 70017 Pumping Station #3 (W Ferry) | 4,324.83 | 6,000.00 | 6,000.00 | 4,693.30 | 0.00 | 0.00% | |
| 2103 7003 70018 Pumping Station #1 (Bayview) | 26,250.85 | 30,000.00 | 35,000.00 | 34,350.67 | 5,000.00 | 16.67% | |
| 2103 7003 70019 Pumping Station #2 (Hamilton) | 12,232.89 | 12,000.00 | 17,000.00 | 16,844.32 | 5,000.00 | 41.67% | |
| 2103 7003 70020 Pumping Station #4 (Maple) | 689.53 | 1,000.00 | 1,000.00 | 880.46 | 0.00 | 0.00% | |
| 7003 Pumping Stations | 43,498.10 | 49,000.00 | 59,000.00 | 56,768.75 | 10,000.00 | 20.41% | |
| 2103 7004 70598 Equipment Insurance | 7,000.00 | 7,000.00 | 10,000.00 | 7,000.00 | 3,000.00 | 42.86% | |
| 7004 Insurance | 7,000.00 | 7,000.00 | 10,000.00 | 7,000.00 | 3,000.00 | 42.86% | |
| 2103 7005 70021 Maintenance Sewer Mains | 7,364.00 | 12,000.00 | 12,000.00 | 4,635.50 | 0.00 | 0.00% | |
| 2103 7005 70xxx Sewer Truck | 0.00 | 8,110.00 | 8,004.00 | 7,951.83 | -106.00 | -1.31% | |
| 2103 7005 70xxx Slip Lining | 0.00 | 38,625.00 | 37,875.00 | 0.00 | -750.00 | -1.94% | |
| 2103 7005 70xxx Pump Station | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! | |
| 2103 7005 70605 Interest | 14,511.66 | 0.00 | 0.00 | 41,525.22 | 0.00 | #DIV/0! | |
| 7005 Sanitary Sewers, Laterals & Mains | 21,875.66 | 58,735.00 | 57,879.00 | 54,112.55 | -856.00 | -1.46% | |
| 7081 70801 Capital Improvements | 94,259.03 | 80,000.00 | 80,000.00 | 62,850.00 | 0.00 | 0.00% | |
| TOTAL EXPENSES | 863,544.86 | 920,401.00 | 965,666.00 | 885,415.94 | 45,265.00 | 4.92% | |

CURRENT WATER RATES 2023/2024

**PROPOSED WATER RATES
FY2024/2025**

Water - Minimum in Advance- 10% inc.
Water- Excess Water - 15% inc.
Sewer - 9.% inc.

W&S Minutes August 19, 2024

| | Unit | Rate | Qtrly Amount | Yrly. | Unit | Rate | Qtrly Amount | Yrly. | Yrly \$ inc. | Yrly % inc. |
|------------------------------|------|---------|--------------|------------|------|----------|--------------|------------|--------------|-------------|
| 4,000/12,000 gallons | | | | | | | | | | |
| Minimum in Advance | 1 | \$98.80 | \$98.80 | \$395.19 | 1 | \$108.68 | \$108.68 | \$434.71 | \$39.52 | |
| Excess Water | 0 | | \$0.00 | \$0.00 | 0 | | \$0.00 | \$0.00 | \$0.00 | |
| State Surcharge 1 | 4 | \$0.11 | \$0.42 | \$1.69 | 4 | \$0.11 | \$0.42 | \$1.69 | \$0.00 | |
| State Surcharge 2 | 4 | \$0.17 | \$0.67 | \$2.66 | 4 | \$0.17 | \$0.67 | \$2.66 | \$0.00 | |
| Sewer Charge- usage | 4 | \$19.09 | \$76.37 | \$305.47 | 4 | \$20.81 | \$83.24 | \$332.96 | \$27.49 | |
| Sewer Debt Flat Fee | 1 | \$38.02 | \$38.02 | \$152.08 | 1 | \$38.02 | \$38.02 | \$152.08 | \$0.00 | |
| Sewer Debt Usage Fee | 4 | \$6.49 | \$25.96 | \$103.84 | 4 | \$6.49 | \$25.96 | \$103.84 | \$0.00 | |
| | | | \$240.23 | \$960.93 | | | \$256.98 | \$1,027.94 | \$67.01 | 6.97% |
| 8,000/32,000 gallons | | | | | | | | | | |
| Minimum in Advance | 1 | \$98.80 | \$98.80 | \$395.19 | 1 | \$108.68 | \$108.68 | \$434.71 | \$39.52 | |
| Excess Water | 3 | \$9.18 | \$27.54 | \$110.15 | 3 | \$10.56 | \$31.67 | \$126.68 | \$16.52 | |
| State Surcharge 1 | 8 | \$0.11 | \$0.84 | \$3.37 | 8 | \$0.11 | \$0.84 | \$3.37 | \$0.00 | |
| State Surcharge 2 | 8 | \$0.17 | \$1.33 | \$5.32 | 8 | \$0.17 | \$1.33 | \$5.32 | \$0.00 | |
| Sewer Charge- Usage | 8 | \$19.09 | \$152.73 | \$610.94 | 8 | \$20.81 | \$166.48 | \$665.92 | \$54.98 | |
| Sewer Debt Flat Fee | 1 | \$38.02 | \$38.02 | \$152.08 | 1 | \$38.02 | \$38.02 | \$152.08 | \$0.00 | |
| Sewer Debt Usage Fee | 8 | \$6.49 | \$51.92 | \$207.68 | 8 | \$6.49 | \$51.92 | \$207.68 | \$0.00 | |
| | | | \$371.19 | \$1,484.74 | | | \$398.94 | \$1,595.77 | \$111.03 | 7.48% |
| 13,000/52,000 gallons | | | | | | | | | | |
| Minimum in Advance | 1 | \$98.80 | \$98.80 | \$395.19 | 1 | \$108.68 | \$108.68 | \$434.71 | \$39.52 | |
| Excess Water | 8 | \$9.87 | \$78.95 | \$315.80 | 8 | \$11.35 | \$90.79 | \$363.16 | \$47.37 | |
| State Surcharge 1 | 13 | \$0.11 | \$1.37 | \$5.48 | 13 | \$0.11 | \$1.37 | \$5.48 | \$0.00 | |
| State Surcharge 2 | 13 | \$0.17 | \$2.16 | \$8.65 | 13 | \$0.17 | \$2.16 | \$8.65 | \$0.00 | |
| Sewer Charge- usage | 13 | \$19.09 | \$248.19 | \$992.78 | 13 | \$20.81 | \$270.53 | \$1,082.13 | \$89.35 | |
| Sewer Debt Flat Fee | 1 | \$38.02 | \$38.02 | \$152.08 | 1 | \$38.02 | \$38.02 | \$152.08 | \$0.00 | |
| Sewer Debt Usage Fee | 13 | \$6.49 | \$84.37 | \$337.48 | 13 | \$6.49 | \$84.37 | \$337.48 | \$0.00 | |
| | | | \$551.86 | \$2,207.46 | | | \$595.92 | \$2,383.69 | \$176.24 | 7.98% |
| 16,000/64,000 gallons | | | | | | | | | | |
| Minimum in Advance | 1 | \$98.80 | \$98.80 | \$395.19 | 1 | \$108.68 | \$108.68 | \$434.71 | \$39.52 | |
| Excess Water | 11 | \$12.50 | \$137.52 | \$550.08 | 11 | \$14.38 | \$158.15 | \$632.60 | \$82.51 | |
| State Surcharge 1 | 16 | \$0.11 | \$1.69 | \$6.75 | 16 | \$0.11 | \$1.69 | \$6.75 | \$0.00 | |
| State Surcharge 2 | 16 | \$0.17 | \$2.66 | \$10.65 | 16 | \$0.17 | \$2.66 | \$10.65 | \$0.00 | |
| Sewer Charge- usage | 16 | \$19.09 | \$305.47 | \$1,221.88 | 16 | \$20.81 | \$332.96 | \$1,331.85 | \$109.97 | |
| Sewer Debt Flat Fee | 1 | \$38.02 | \$38.02 | \$152.08 | 1 | \$38.02 | \$38.02 | \$152.08 | \$0.00 | |
| Sewer Debt Usage Fee | 16 | \$6.49 | \$103.84 | \$415.36 | 16 | \$6.49 | \$103.84 | \$415.36 | \$0.00 | |
| | | | \$688.00 | \$2,751.99 | | | \$746.00 | \$2,983.99 | \$232.00 | 8.43% |

RRENT WATER RATES 2023/2024

**PROPOSED WATER RATES
FY2024/2025**

Water - Minimum in Advance- 10% inc.
Water- Excess Water - 15% inc.
Sewer - 9.% inc.

W&S Minutes August 19, 2024

| | Unit | Rate | Qtrly Amount | Yrly. |
|-------------------------------|------|----------------|-------------------|-------------------|
| 32,000/128,000 gallons | | | | |
| Minimum in Advance | 1 | \$98.80 | \$98.80 | \$395.19 |
| Excess Water | 27 | \$17.40 | \$469.80 | \$1,879.20 |
| State Surcharge 1 | 32 | \$0.11 | \$3.37 | \$13.49 |
| State Surcharge 2 | 32 | \$0.17 | \$5.32 | \$21.30 |
| Sewer Charge- usage | 32 | \$19.09 | \$610.88 | \$2,443.52 |
| Sewer Debt Flat Fee | 1 | \$38.02 | \$38.02 | \$152.08 |
| Sewer Debt Usage Fee | 32 | \$6.49 | \$207.68 | \$830.72 |
| | | | \$1,433.87 | \$5,735.50 |

| | Unit | Rate | Qtrly Amount | Yrly. | Yrly \$ inc. |
|--|------|-----------------|-------------------|-------------------|-----------------|
| | 1 | \$108.68 | \$108.68 | \$434.71 | \$39.52 |
| | 27 | \$20.01 | \$540.27 | \$2,161.08 | \$281.88 |
| | 32 | \$0.11 | \$3.37 | \$13.49 | \$0.00 |
| | 32 | \$0.17 | \$5.32 | \$21.30 | \$0.00 |
| | 32 | \$20.81 | \$665.86 | \$2,663.44 | \$219.92 |
| | 1 | \$38.02 | \$38.02 | \$152.08 | \$0.00 |
| | 32 | \$6.49 | \$207.68 | \$830.72 | \$0.00 |
| | | | \$1,569.20 | \$6,276.82 | \$541.32 |

9.44%

| | Unit | Rate | Qtrly Amount | Yrly. |
|-------------------------------|------|----------------|-------------------|--------------------|
| 68,000/272,000 gallons | | | | |
| Minimum in Advance | 1 | \$98.80 | \$98.80 | \$395.19 |
| Excess Water | 63 | \$21.35 | \$1,345.00 | \$5,379.99 |
| State Surcharge 1 | 68 | \$0.11 | \$7.17 | \$28.67 |
| State Surcharge 2 | 68 | \$0.17 | \$11.32 | \$45.26 |
| Sewer Charge- usage | 68 | \$19.09 | \$1,298.25 | \$5,192.99 |
| Sewer Debt Flat Fee | 1 | \$38.02 | \$38.02 | \$152.08 |
| Sewer Debt Usage Fee | 68 | \$6.49 | \$441.32 | \$1,765.28 |
| | | | \$3,239.86 | \$12,959.46 |

| | Unit | Rate | Qtrly Amount | Yrly. | Yrly \$ inc. |
|--|------|-----------------|-------------------|--------------------|-------------------|
| | 1 | \$108.68 | \$108.68 | \$434.71 | \$39.52 |
| | 63 | \$24.55 | \$1,546.75 | \$6,186.99 | \$807.00 |
| | 68 | \$0.11 | \$7.17 | \$28.67 | \$0.00 |
| | 68 | \$0.17 | \$11.32 | \$45.26 | \$0.00 |
| | 68 | \$20.81 | \$1,415.09 | \$5,660.36 | \$467.37 |
| | 1 | \$38.02 | \$38.02 | \$152.08 | \$0.00 |
| | 68 | \$6.49 | \$441.32 | \$1,765.28 | \$0.00 |
| | | | \$3,568.34 | \$14,273.35 | \$1,313.89 |

10.14%

| | Unit | Rate | Qtrly Amount | Yrly. |
|--------------------------------|------|----------------|-------------------|--------------------|
| 169,000/676,000 gallons | | | | |
| Minimum in Advance | 1 | \$98.80 | \$98.80 | \$395.19 |
| Excess Water | 164 | \$27.33 | \$4,482.02 | \$17,928.09 |
| State Surcharge 1 | 169 | \$0.11 | \$17.81 | \$71.25 |
| State Surcharge 2 | 169 | \$0.17 | \$28.12 | \$112.49 |
| Sewer Charge- usage | 169 | \$19.09 | \$3,226.53 | \$12,906.10 |
| Sewer Debt Flat Fee | 1 | \$38.02 | \$38.02 | \$152.08 |
| Sewer Debt Usage Fee | 169 | \$6.49 | \$1,096.81 | \$4,387.24 |
| | | | \$8,988.11 | \$35,952.44 |

| | Unit | Rate | Qtrly Amount | Yrly. | Yrly \$ inc. |
|--|------|-----------------|-------------------|--------------------|-------------------|
| | 1 | \$108.68 | \$108.68 | \$434.71 | \$39.52 |
| | 164 | \$31.43 | \$5,154.33 | \$20,617.30 | \$2,689.21 |
| | 169 | \$0.11 | \$17.81 | \$71.25 | \$0.00 |
| | 169 | \$0.17 | \$28.12 | \$112.49 | \$0.00 |
| | 169 | \$20.81 | \$3,516.91 | \$14,067.65 | \$1,161.55 |
| | 1 | \$38.02 | \$38.02 | \$152.08 | \$0.00 |
| | 169 | \$6.49 | \$1,096.81 | \$4,387.24 | \$0.00 |
| | | | \$9,960.68 | \$39,842.72 | \$3,890.28 |

10.82%

| | Unit | Rate | Qtrly Amount | Yrly. |
|--------------------------------|------|----------------|--------------------|--------------------|
| 210,000/840,000 gallons | | | | |
| Minimum in Advance | 1 | \$98.80 | \$98.80 | \$395.19 |
| Excess Water | 205 | \$34.77 | \$7,127.92 | \$28,511.67 |
| State Surcharge 1 | 210 | \$0.11 | \$22.13 | \$88.54 |
| State Surcharge 2 | 210 | \$0.17 | \$34.94 | \$139.78 |
| Sewer Charge- usage | 210 | \$19.09 | \$4,009.29 | \$16,037.17 |
| Sewer Debt Flat Fee | 1 | \$38.02 | \$38.02 | \$152.08 |
| Sewer Debt Usage Fee | 210 | \$6.49 | \$1,362.90 | \$5,451.60 |
| | | | \$12,694.01 | \$50,776.02 |

| | Unit | Rate | Qtrly Amount | Yrly. | Yrly \$ inc. |
|--|------|-----------------|--------------------|--------------------|-------------------|
| | 1 | \$108.68 | \$108.68 | \$434.71 | \$39.52 |
| | 205 | \$39.99 | \$8,197.11 | \$32,788.42 | \$4,276.75 |
| | 210 | \$0.11 | \$22.13 | \$88.54 | \$0.00 |
| | 210 | \$0.17 | \$34.94 | \$139.78 | \$0.00 |
| | 210 | \$20.81 | \$4,370.13 | \$17,480.51 | \$1,443.35 |
| | 1 | \$38.02 | \$38.02 | \$152.08 | \$0.00 |
| | 210 | \$6.49 | \$1,362.90 | \$5,451.60 | \$0.00 |
| | | | \$14,133.91 | \$56,535.64 | \$5,759.61 |

11.34%

JAMESTOWN WATER AND SEWER RATES
Proposed Rates for July 1, 2024 - June 30, 2025

| Minimum in advance: | | | | |
|-----------------------|-----------|------------|-------------------|------------|
| Meter size | Quarterly | Seasonal | Quarterly | Seasonal |
| Current Billing Rates | | | Proposed 10% inc. | |
| 5/8" | \$98.80 | \$395.19 | \$108.68 | \$434.71 |
| 3/4" | \$144.23 | \$576.94 | \$154.33 | \$634.63 |
| 1" | \$179.14 | \$716.57 | \$191.68 | \$788.23 |
| 1 1/2" | \$220.66 | \$882.63 | \$236.10 | \$970.89 |
| 2" | \$287.44 | \$1,149.75 | \$307.56 | \$1,264.73 |
| 3" | \$529.92 | \$2,119.67 | \$567.01 | \$2,331.63 |
| 4" | \$797.64 | \$3,190.56 | \$853.48 | \$3,509.62 |

| Current Excess Water Rates: * per 1,000 gallons | | | Proposed |
|---|-------------|---------|----------|
| Minimum | Maximum | Rates | 15% inc. |
| 0 | 5,000 | \$0.00 | \$0.00 |
| 5,001 | 9,999 | \$9.18 | \$10.56 |
| 10,000 | 14,999 | \$9.87 | \$11.35 |
| 15,000 | 19,999 | \$12.50 | \$14.38 |
| 20,000 | 49,999 | \$17.40 | \$20.01 |
| 50,000 | 99,999 | \$21.35 | \$24.55 |
| 100,000 | 199,999 | \$27.33 | \$31.43 |
| 200,000 | 999,999,999 | \$34.77 | \$39.99 |

| Excess Seasonal Water Rates: * per 1,000 gallons | | | Proposed |
|--|-------------|---------|----------|
| Minimum | Maximum | Rates | 15% inc. |
| 0 | 20,000 | \$0.00 | \$0.00 |
| 20,001 | 49,999 | \$17.40 | \$20.01 |
| 50,000 | 99,999 | \$21.35 | \$24.55 |
| 100,000 | 199,999 | \$27.33 | \$31.43 |
| 200,000 | 999,999,999 | \$34.77 | \$39.99 |

| CURRENT SEWER RATES: | Proposed 9% inc. |
|--|---------------------|
| Sewer use rate (per 1000 gallons): | \$19.09 / \$20.81 |
| Sewer flat rate for pump out: Flat B | \$220.92 / \$240.80 |
| Sewer flat rate for those without meters and without water: Flat A | \$88.45 / \$96.41 |
| Sewer metered rate for those without water (per 1000 gallons): | \$19.09 / \$20.81 |
| Sewer Debt Flat Fee: | \$38.02 |
| Sewer Debt Usage Fee (per 1000 gallons): | \$6.49 |

| Misc. Charges: No Change | Rates |
|--|----------|
| Turn on/off (\$15. per service) | \$30.00 |
| Install/Remove (\$50. per service) | \$100.00 |
| Early Install/Remove (\$25. per service) | \$50.00 |
| Sprinkler Charge (per unit) | \$0.18 |
| Frozen Meter | \$125.00 |
| Special Reading | \$20.00 |
| Call out | \$150.00 |
| Lien discharge recording fee | \$49.00 |

| State Surcharge Rates - No Change |
|-----------------------------------|
| SC 1 .010540 per 100 gals. |
| SC 2 .016644 per 100 gals. |

Town Administrator

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9805



Edward A. Mello
Town Administrator

MEMORANDUM TO: Water and Sewer Commission
FROM: Town Administrator, Edward A. Mello
DATE: September 12, 2024
SUBJECT: Report for Commission Meeting September 16, 2024

Water Extension Application Appeals-As you know, the four (4) applicants who had applied for an extension to the water service main and were denied, have since appealed this decision to the Water Resources Board. We have requested a pre-hearing conference as allowed by the rules of the Board. The Board has assigned a sub-group to manage the conference. We are awaiting dates for scheduling.

Water Treatment Plant Operations Contract-Several weeks ago, we advertised a request for proposal to provide contract for operation and staffing of the water treatment plant. At the mandatory pre-bid meeting we had two companies attend. In our cursory view of them, both seemed to be viable companies. The RFP which included the requirement of providing a staffing solution was due on August 29, 2024. Only one company submitted a bid. Mike was contacted by the other company and advised that they did not submit a bid because they could not identify the staff that was needed.

We are still working to assess the proposal and potential impacts on the budget.

Town of Jamestown

Finance Department

Town Hall

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9809 Fax 401-423-7229

Email: ccollins@jamestownri.net



Christina D. Collins
Finance Director

MEMORANDUM

TO: Edward A. Mello, Town Administrator

FROM: Christina D. Collins, Finance Director

DATE: September 13, 2024

SUBJECT: Budget to Actual- Water & Sewer Funds

A handwritten signature in black ink, appearing to be "C. Collins", is written over the end of the subject line.

Attached is the Budget to Actual report for the Fiscal Year 2024. The report contains the expenses that have been paid through June 30, 2024.

Please do not hesitate to contact me with any questions or concerns.

Budget vs Actual - Water
TOWN OF JAMESTOWN, RI
For 6/30/2024

Run: 9/13/2024 at 11:07 AM

| | Annual Budget | P-T-D Actual | Y-T-D Actual | Remaining \$ | % of Budget |
|--|-------------------|------------------|-------------------|--------------------|----------------|
| 2102 7000 70100 00 Salary- Public Works Director | 29,158.00 | 2,242.90 | 29,361.81 | (203.81) | 100.70 |
| 2102 7000 70102 00 Salary- Accounting | 49,750.00 | 3,361.50 | 47,908.26 | 1,841.74 | 96.30 |
| 2102 7000 70103 00 Salary - Treatment Plant Operator | 87,537.00 | 0.00 | 26,523.04 | 61,013.96 | 30.30 |
| 2102 7000 70104 00 Ass't Plant Operator w/longevity | 80,243.00 | 6,573.12 | 85,583.85 | (5,340.85) | 106.66 |
| 2102 7000 70105 00 Salary - Plant Operator | 69,742.00 | 5,236.52 | 65,751.86 | 3,990.14 | 94.28 |
| 2102 7000 70339 00 License Yrly | 1,800.00 | 0.00 | 0.00 | 1,800.00 | 0.00 |
| 2102 7000 70513 00 Treatment Plant Operator - OT | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 0.00 |
| 2102 7000 70514 00 Ass't Treatment Plant Operator OT | 15,000.00 | 3,412.94 | 42,374.92 | (27,374.92) | 282.50 |
| 2102 7000 70515 00 Plant Operator- OT | 10,000.00 | 287.38 | 6,326.18 | 3,673.82 | 63.26 |
| 7000 Salaries | 358,230.00 | 21,114.36 | 303,829.92 | 54,400.08 | 84.81 |
| 2102 7001 70900 00 SOCIAL SECURITY TAX | 27,405.00 | 1,412.09 | 18,869.87 | 8,535.13 | 68.86 |
| 2102 7001 70901 00 Blue Cross/Delta Dental | 50,340.00 | 3,446.44 | 24,093.06 | 26,246.94 | 47.86 |
| 2102 7001 70902 00 Worker's Compensation | 20,000.00 | 0.00 | 10,000.00 | 10,000.00 | 50.00 |
| 2102 7001 70903 00 Retirement System | 40,793.00 | 6,502.76 | 27,910.12 | 12,882.88 | 68.42 |
| 2102 7001 70906 00 Life Insurance | 670.00 | 38.70 | 506.88 | 163.12 | 75.65 |
| 2102 7001 70910 00 Clothing | 1,500.00 | 200.00 | 1,882.60 | (382.60) | 125.51 |
| 7001 Benefits | 140,708.00 | 11,599.99 | 83,262.53 | 57,445.47 | 59.17 |
| 7000/7001 Salaries & Benefits | 498,938.00 | 32,714.35 | 387,092.45 | 111,845.55 | 77.58 |
| 2102 7005 70601 00 Maintenance | 6,000.00 | 4,610.80 | 6,447.55 | (447.55) | 107.46 |
| 2102 7005 70606 00 ALARM LINES | 4,000.00 | 1,376.24 | 5,761.37 | (1,761.37) | 144.03 |
| 7005 Reservoirs/Rights of Way | 10,000.00 | 5,987.04 | 12,208.92 | (2,208.92) | 122.09 |
| 2102 7006 70601 00 Maintenance | 1,000.00 | 0.00 | 900.00 | 100.00 | 90.00 |
| 2102 7006 70636 00 Wells- Electricity | 12,000.00 | 2,543.96 | 12,825.43 | (825.43) | 106.88 |
| 7006 Wells | 13,000.00 | 2,543.96 | 13,725.43 | (725.43) | 105.58 |
| 2102 7010 70008 00 Lab Supplies - Water | 15,000.00 | 3,143.34 | 14,162.72 | 837.28 | 94.42 |
| 2102 7010 70201 00 Consultant | 100,000.00 | 21,200.00 | 96,680.00 | 3,320.00 | 96.68 |
| 2102 7010 70631 00 Chemicals | 65,000.00 | 10,356.52 | 56,677.90 | 8,322.10 | 87.20 |
| 2102 7010 70632 00 Heat | 18,000.00 | 0.00 | 12,924.37 | 5,075.63 | 71.80 |
| 2102 7010 70633 00 Equip. Maintenance | 45,000.00 | 2,591.04 | 48,489.43 | (3,489.43) | 107.75 |
| 2102 7010 70634 00 Professional Services | 5,000.00 | 4,780.00 | 41,718.66 | (36,718.66) | 834.37 |
| 2102 7010 70635 00 Telephone | 3,500.00 | 397.40 | 1,685.04 | 1,814.96 | 48.14 |
| 2102 7010 70636 00 Pumpout- Electricity | 55,000.00 | 11,241.12 | 55,574.78 | (574.78) | 101.05 |
| 2102 7010 70637 00 Bldg Maint | 8,000.00 | 2,331.92 | 11,533.05 | (3,533.05) | 144.16 |
| 2102 7010 70638 00 State Testing | 12,000.00 | 2,643.54 | 9,255.44 | 2,744.56 | 77.13 |
| 2102 7010 70639 00 License Fees | 6,000.00 | 1,000.00 | 3,925.00 | 2,075.00 | 65.42 |
| 2102 7010 70643 00 PUMP OUT TREATMENT PLANT | 3,500.00 | 500.00 | 3,190.00 | 310.00 | 91.14 |
| 2102 7010 70645 00 WATER SLUDGE DISPOSAL | 16,500.00 | 5,473.83 | 27,891.22 | (11,391.22) | 169.04 |
| 7010 Pump Station & Treatment Plant | 352,500.00 | 65,658.71 | 383,707.61 | (31,207.61) | 108.85 |
| 2102 7011 70636 00 South Pond- Electricity | 5,000.00 | 80.45 | 6,393.39 | (1,393.39) | 127.87 |
| 2102 7011 70637 00 South Pond Transfer Pump | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 0.00 |
| 7011 South Pond Pre-Treatment Bldg | 9,000.00 | 80.45 | 6,393.39 | 2,606.61 | 71.04 |
| 2102 7012 70636 00 Water Tower- Electricity | 3,000.00 | 153.72 | 1,630.76 | 1,369.24 | 54.36 |
| 2102 7012 70643 00 Water Tower - Maintenance | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 7012 Water Tower | 3,500.00 | 153.72 | 1,630.76 | 1,869.24 | 46.59 |
| 2102 7013 70644 00 Vehicles Gas & Oil | 2,000.00 | 58.14 | 1,566.64 | 433.36 | 78.33 |
| 2102 7013 70645 00 Repair and Maintenance | 4,000.00 | 0.00 | 905.89 | 3,094.11 | 22.65 |
| 7013 Vehicles | 6,000.00 | 58.14 | 2,472.53 | 3,527.47 | 41.21 |
| 2102 7020 70651 00 Clamps | 2,000.00 | 0.00 | 516.69 | 1,483.31 | 25.83 |
| 2102 7020 70652 00 Pipe | 6,000.00 | 2,824.88 | 4,962.60 | 1,037.40 | 82.71 |
| 2102 7020 70653 00 Backfill & Excavation | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 7020 Maintenance & Laterials | 10,000.00 | 2,824.88 | 5,479.29 | 4,520.71 | 54.79 |
| 2102 7030 70661 00 Service Repairs | 10,000.00 | 7,160.43 | 10,972.40 | (972.40) | 109.72 |
| 2102 7030 70663 00 New Services | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 0.00 |
| 7030 Water Division Services | 16,000.00 | 7,160.43 | 10,972.40 | 5,027.60 | 68.58 |
| 2102 7040 70672 00 Supplies/Expenses | 16,000.00 | 4,215.04 | 21,408.07 | (5,408.07) | 133.80 |
| 7040 Meters | 16,000.00 | 4,215.04 | 21,408.07 | (5,408.07) | 133.80 |
| 2102 7050 70681 00 Hydrants- Maintenance | 8,500.00 | 0.00 | 274.79 | 8,225.21 | 3.23 |
| 7050 Hydrants | 8,500.00 | 0.00 | 274.79 | 8,225.21 | 3.23 |

Budget vs Actual - Water
TOWN OF JAMESTOWN, RI
For 6/30/2024

| | Annual Budget | P-T-D Actual | Y-T-D Actual | Remaining \$ | % of Budget |
|--|---------------------|-------------------|---------------------|--------------------|----------------|
| 2102 7060 70923 00 Billing | 6,500.00 | 1,660.20 | 7,221.86 | (721.86) | 111.11 |
| 2102 7060 70924 00 Insurance | 9,000.00 | 0.00 | 15,000.00 | (6,000.00) | 166.67 |
| 2102 7060 70925 00 Audit | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 |
| 2102 7060 70926 00 Supplies | 7,000.00 | 1,333.40 | 8,183.99 | (1,183.99) | 116.91 |
| 7060 Administration | 25,500.00 | 2,993.60 | 30,405.85 | (4,905.85) | 119.24 |
| 2102 7070 70300 00 Water Debt | 367,000.00 | 0.00 | 0.00 | 367,000.00 | 0.00 |
| 2102 7070 70940 00 Interest | 122,773.00 | 0.00 | 134,338.78 | (11,565.78) | 109.42 |
| 7070 Debt Service | 489,773.00 | 0.00 | 134,338.78 | 355,434.22 | 27.43 |
| 2102 7080 70800 00 Water- Capital | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 |
| 7080 Capital | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 |
| 2102 7081 70603 00 Control Panel SCADA | 0.00 | 0.00 | 37,023.42 | (37,023.42) | 0.00 |
| 2102 7081 70604 00 Distribution | 0.00 | 0.00 | 12,563.77 | (12,563.77) | 0.00 |
| 2102 7081 71303 00 WATER MANAGEMENT PLAN | 0.00 | 5,803.00 | 47,796.00 | (47,796.00) | 0.00 |
| Total Expenses | 0.00 | 5,803.00 | 97,383.19 | (97,383.19) | 0.00 |
| Total Expenses | 1,558,711.00 | 130,193.32 | 1,107,493.46 | 451,217.54 | 71.05 |

**Budget vs Actual - Sewer
TOWN OF JAMESTOWN, RI
For 6/30/2024**

| | Annual Budget | P-T-D Actual | Y-T-D Actual | Remaining \$ | % of Budget |
|--|-------------------|--------------------|-------------------|--------------------|----------------|
| 2103 7000 70100 00 Salary, Public Works Director | 29,158.00 | 2,242.88 | 29,361.56 | (203.56) | 100.70 |
| 2103 7000 70101 00 Salary- Superintendent | 90,038.00 | 6,573.12 | 88,592.97 | 1,445.03 | 98.40 |
| 2103 7000 70102 00 Salary, Clerical | 49,750.00 | 3,361.50 | 47,908.27 | 1,841.73 | 96.30 |
| 2103 7000 70103 00 Salaries, Ass't Superintendent | 80,243.00 | 5,858.08 | 78,955.57 | 1,287.43 | 98.40 |
| 2103 7000 70104 00 Salaries- Plant Operator | 70,738.00 | 5,108.80 | 69,454.63 | 1,283.37 | 98.19 |
| 2103 7000 70335 00 License- Contractual | 1,800.00 | 0.00 | 1,800.00 | 0.00 | 100.00 |
| 2103 7000 70336 00 Clothing | 1,500.00 | 350.00 | 730.00 | 770.00 | 48.67 |
| 2103 7000 70511 00 Wastewater Superintendent - OT | 13,000.00 | 2,126.62 | 16,347.38 | (3,347.38) | 125.75 |
| 2103 7000 70513 00 Ass't Superintendent - OT | 13,000.00 | 274.88 | 13,208.83 | (208.83) | 101.61 |
| 2103 7000 70514 00 Plant Operator - OT | 13,000.00 | 204.06 | 11,337.91 | 1,662.09 | 87.21 |
| 2103 7000 70900 00 Social Security Tax | 27,462.00 | 1,735.78 | 23,759.82 | 3,702.18 | 86.52 |
| 2103 7000 70901 00 Blue Cross/Delta Dental | 51,602.00 | 8,235.95 | 49,580.23 | 2,021.77 | 96.08 |
| 2103 7000 70902 00 Worker'S Compensation | 8,000.00 | 0.00 | 8,000.00 | 0.00 | 100.00 |
| 2103 7000 70903 00 Retirement System | 42,180.00 | 9,435.06 | 36,161.98 | 6,018.02 | 85.73 |
| 2103 7000 70906 00 Life Insurance | 695.00 | 58.05 | 702.27 | (7.27) | 101.05 |
| 7000 Salaries | 492,166.00 | 45,564.78 | 475,901.42 | 16,264.58 | 96.70 |
| 7000/7001 Salaries & Benefits | 492,166.00 | 45,564.78 | 475,901.42 | 16,264.58 | 96.70 |
| 2103 7002 70001 00 Power- Electricity | 55,000.00 | 8,800.97 | 52,663.66 | 2,336.34 | 95.75 |
| 2103 7002 70002 00 Chemicals | 3,000.00 | 0.00 | 6,897.22 | (3,897.22) | 229.91 |
| 2103 7002 70003 00 Heat | 15,000.00 | 793.19 | 10,392.74 | 4,607.26 | 69.28 |
| 2103 7002 70004 00 Water | 2,000.00 | 518.99 | 3,687.50 | (1,687.50) | 184.38 |
| 2103 7002 70005 00 Chlorine | 10,000.00 | 0.00 | 4,470.77 | 5,529.23 | 44.71 |
| 2103 7002 70006 00 Equipment Maintenance | 35,000.00 | 2,362.63 | 43,845.25 | (8,845.25) | 125.27 |
| 2103 7002 70007 00 Misc. Supplies, Office, Cleani | 10,000.00 | 2,078.60 | 7,931.21 | 2,068.79 | 79.31 |
| 2103 7002 70008 00 Lab Supplies | 4,000.00 | 210.67 | 2,936.11 | 1,063.89 | 73.40 |
| 2103 7002 70009 00 Telephone | 1,000.00 | 64.18 | 433.98 | 566.02 | 43.40 |
| 2103 7002 70010 00 Alarm Line- N.E.T. | 7,500.00 | 862.10 | 7,127.13 | 372.87 | 95.03 |
| 2103 7002 70011 00 Sludge Composting | 50,000.00 | 12,543.20 | 46,804.74 | 3,195.26 | 93.61 |
| 2103 7002 70012 00 Truck Operation & Maintenance | 2,000.00 | 0.00 | 73.98 | 1,926.02 | 3.70 |
| 2103 7002 70013 00 Gas- Truck | 3,500.00 | 163.79 | 2,446.37 | 1,053.63 | 69.90 |
| 2103 7002 70014 00 State Mandated Testing | 30,000.00 | 6,503.24 | 38,239.99 | (8,239.99) | 127.47 |
| 2103 7002 70201 00 Professional Services - Legal | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| 2103 7002 70315 00 Training Of Members | 1,000.00 | 88.00 | 393.00 | 607.00 | 39.30 |
| 2103 7002 70600 00 Professional Services | 2,000.00 | 1,500.00 | 2,782.50 | (782.50) | 139.13 |
| 7002 Wastewater Treatment Facility | 233,500.00 | 36,489.56 | 231,126.15 | 2,373.85 | 98.98 |
| 2103 7003 70017 00 Pumping Station #3 | 6,000.00 | 743.71 | 4,982.01 | 1,017.99 | 83.03 |
| 2103 7003 70018 00 Pumping Station #1 | 30,000.00 | 5,681.17 | 36,607.11 | (6,607.11) | 122.02 |
| 2103 7003 70019 00 Pumping Station #2 | 12,000.00 | 4,254.14 | 17,605.86 | (5,605.86) | 146.72 |
| 2103 7003 70020 00 Pumping Station #4 | 1,000.00 | 141.96 | 937.66 | 62.34 | 93.77 |
| 7003 Pumping Stations | 49,000.00 | 10,820.98 | 60,132.64 | (11,132.64) | 122.72 |
| 2103 7004 70598 00 Equipment Insurance | 7,000.00 | 0.00 | 7,000.00 | 0.00 | 100.00 |
| 7004 Insurance | 7,000.00 | 0.00 | 7,000.00 | 0.00 | 100.00 |
| 2103 7005 70021 00 Maintenance Sewer Mains | 12,000.00 | 250.00 | 4,635.50 | 7,364.50 | 38.63 |
| 2103 7005 70504 00 Payment Of Principal - Town | 8,110.00 | 7,794.00 | 7,794.00 | 316.00 | 96.10 |
| 2103 7005 70505 00 Payment Of Interest - Town | 0.00 | 157.83 | 157.83 | (157.83) | 0.00 |
| 2103 7005 70605 00 Interest Payments | 38,625.00 | (30,000.00) | 11,525.22 | 27,099.78 | 29.84 |
| 7005 Sanitary Sewers, Laterials & Mains | 58,735.00 | (21,798.17) | 24,112.55 | 34,622.45 | 41.05 |
| 2103 7081 70801 00 Waste Water Improvment FY24 | 80,000.00 | 4,785.14 | 52,787.30 | 27,212.70 | 65.98 |
| 7081 Capital Improvements | 80,000.00 | 4,785.14 | 52,787.30 | 27,212.70 | 65.98 |
| 2103 7082 71000 00 Sewer Capital - Rehab project | 0.00 | 29,950.00 | 81,600.00 | (81,600.00) | 0.00 |
| Total Expenses | 0.00 | 29,950.00 | 81,600.00 | (81,600.00) | 0.00 |
| Total Expenses | 920,401.00 | 105,812.29 | 932,660.06 | (12,259.06) | 101.33 |

**Town of
Jamestown, Rhode Island**

PO Box 377
Jamestown, RI 02835- 1509
Phone: (401) 423-7220
Fax: (401) 423-7229



Date: September 11, 2024

To: Board of Water and Sewer Commissioners

From: Michael Gray
Public Works Director

RE: Weston and Sampson Engineering Services
Agreement for the Wastewater Treatment Facility Improvements and
Agreement for the Sanitary Sewer Pump Station Improvements

Weston and Sampson has provided the attached agreements for engineering services to design and permit improvements to the Wastewater Treatment Facility and Sewer Pump Stations as recommended in the Final Evaluation Report. The scope of services includes preliminary through final design and permitting of each project. At the 90% design phase Weston and Sampson will provide estimates of the improvements that will be used for future bonding authorization for construction. Once funding has been approved for construction their scope will also include preparing bid documents for advertisement and the evaluation of the bids received.

Engineering services for the Sanitary Sewer Pump Stations is **\$205,000** and the Wastewater Treatment Facility is **\$525,000**. I am recommending that the Commission approve the agreements for the two projects so that we may begin the design phase for the necessary improvements to our wastewater facilities.

AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE
TOWN OF JAMESTOWN, RHODE ISLAND
AND
WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT is made this _____ day of _____, 20____, by and between TOWN OF JAMESTOWN, acting herein by and through its DEPARTMENT OF PUBLIC WORKS, hereinafter called the OWNER and WESTON & SAMPSON ENGINEERS, INC., with offices at 55 Walkers Brook Drive Suite 100, Reading, Massachusetts 01867, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER AND STANDARD OF CARE

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services for the **Wastewater Treatment Facility Improvements**, hereinafter called the PROJECT.
- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1 The ENGINEER agrees to perform the following tasks related to the design of the project.
 - 2.1.1 Preliminary Design. The ENGINEER will attend a site visit to kick off the design of the project and determine the scope of improvements with the OWNER. The ENGINEER will conduct any topographical surveys, geotechnical evaluations, and additional equipment evaluations as necessary. Preliminary Design tasks will include the necessary conceptual and preliminary drawings, calculations, and specifications to achieve a 50% design milestone. The ENGINEER has budgeted up to three (3) design meetings with the OWNER during this phase. Design scope will generally align with the results of the items particular to the wastewater treatment facility within the Wastewater Treatment Facility and Pump Station evaluation completed in August 2024. Refer to the attached descriptions and tables in **Exhibit A** for a detailed list of components that are recommended for replacement or improvements. It should be noted that these recommendations may change during preliminary design. The ENGINEER has accounted for modifications that may be necessary.

- 2.1.2 90% Design. The ENGINEER will complete iterations of the design to accommodate comments and revisions from the OWNER during the preliminary design phase and progress the contract documents to reach a 90% completion status. During this phase, the ENGINEER has budgeted up to three (3) design meetings with the OWNER. The ENGINEER will produce design drawings and specifications for all architectural, structural, HVAC, plumbing, electrical, instrumentation and controls, process mechanical, and site improvements. Upon reaching the 90% design milestone, an additional final meeting will be held between the ENGINEER and OWNER to discuss final modifications to the project scope and documentation.
- 2.1.3 100% Design and Permitting. The ENGINEER will progress the design to 100% completion after the final 90% design meeting. Final stamped construction plans and specifications will be produced and prepared for the bidding phase. These plans and specifications will be submitted, along with necessary applications, to obtain any wastewater construction permits as required by the State of Rhode Island. All permit fees during this phase shall be paid by the OWNER. The ENGINEER will provide an up-to-date opinion of probable cost to the OWNER in accordance with the OWNER's budget approval timeline, in the Spring of 2025, as accurately as possible. This opinion of probable cost may occur during the 90% design phase, if necessary.
- 2.2 The ENGINEER agrees to perform the following tasks during the bidding phase of the PROJECT.
- 2.2.1 Assist with advertising the contract for public bidding using methods aligned with the OWNER's standard procedures. The ENGINEER will post a link to the project using its online portal and will use its database of qualified contractors to expand awareness of the project. A copy of the Advertisement for Bid shall be forwarded to the OWNER for their use. The OWNER shall be responsible for advertising on the OWNER'S website and any other procurement platform that the State of Rhode Island requires, (directly paying for all charges), and posting the advertisement in a conspicuous place within the municipal offices.
- 2.2.2 Provide prospective bidders access to project documents through an online portal. ENGINEER shall provide two (2) sets of plans and specifications to the OWNER. Bidding procedures shall follow relevant Rhode Island regulations.
- 2.2.3 Issue additional information to bidders as required during the bidding period, which addresses bidders' questions through issuance of addendums to the bid documents. The ENGINEER has budgeted up to three (3) addenda.
- 2.2.4 Attend and conduct a pre-bid meeting with interested bidders and the OWNER regarding the construction.

- 2.2.5 Attend the bid opening, facilitate the opening of bids, prepare a bid tabulation, assist the OWNER in the review and analysis of the bid results, and recommend the award of the contract.
 - 2.2.6 Prepare formal contract documents for execution by the OWNER and the successful bidder, hereinafter referred to as the CONSTRUCTION CONTRACTOR.
- 2.3 The following services listed in this section are not included as part of this AGREEMENT and are not paid for by the OWNER:
- 2.3.1 Preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2.3.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.
 - 2.3.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, unexpected site conditions or unanticipated hazardous materials, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
 - 2.3.4 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; during the course of design; the preparation of feasibility studies; cash flow and economic evaluations; rate schedules and appraisals; assistance in obtaining financing for the Project; evaluation processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
 - 2.3.5 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office, as required under Article 2.
 - 2.3.6 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services.
 - 2.3.7 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

- 2.3.8 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract beyond the date for final completion as set forth in the Contract Documents, (4) acceleration of the progress schedule involving services beyond normal working hours [five 8-hour days per week] and (5) default by Contractor(s).
- 2.3.9 Protracted or extensive assistance in the utilization of any equipment or system.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT, including all record drawings, both hard copy, and electronic .pdf, .rvt, and .dwg formats, if applicable.
- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.

- 3.9 Select a Public Participation Coordinator (PPC) to develop, organize and implement the public information and participation efforts.
- 3.10 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the Drawings and Specifications.
- 3.11 Examine all studies, reports, sketches, Drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 3.12 Attend the pre-bid conference and bid opening.
- 3.13 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformance of the work of any Contractor(s).
- 3.14 Submit to ENGINEER the proposed language of certifications, affidavits and/or assignments requested of ENGINEER or ENGINEER's independent contractors and consultants for review and approval at least 14 days prior to execution. OWNER shall not request certifications and/or affidavits that would require expertise, knowledge or services beyond the scope of this AGREEMENT.

ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work as outlined in Section 2.1 (design), starting within 14 days of signing this AGREEMENT and concluding within 230 days, or by June 1, 2025, whichever is later. The ENGINEER agrees to provide services for the estimated duration of work as outline in Section 2.2 (bidding), by July 31, 2025.
- 4.2 If the specific periods of time for services provided under this AGREEMENT are changed through no fault of the ENGINEER, the rates and compensation provided for herein shall be subject to equitable adjustment.
- 4.3 If ENGINEER's services are delayed or suspended in whole or in part by the OWNER for more than three months through no fault of the ENGINEER, ENGINEER shall be entitled to an equitable adjustment of the rates and compensation to be paid herein.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER the lump sum fee of \$525,000.00 for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of the invoice date. The breakdown of this fee is as follows:

5.1.1 Preliminary Design Services: \$255,000

5.1.2 Final Design Services: \$250,000

5.1.3 Bidding Services: \$20,000

5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

ARTICLE 5A – CREDIT CARD PAYMENTS

5A.1 Credit cards shall not be allowed as a payment method.

ARTICLE 6 - INSURANCE

6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance for bodily injury, death, and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the amount of \$1,000,000 combined single limit per accident.

6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT.

6.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of \$3,000,000 per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

6.5 Workers Compensation Coverage

6.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Rhode Island.

6.5.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Rhode Island.

6.6 Additional Insured

OWNER shall be named an additional insured for insurance coverage included in Articles 6.1, 6.2 and 6.3 only.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the project, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6. ENGINEER shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.

7.3 Hazardous Waste Indemnifications

- 7.3.1 The ENGINEER and its consultants shall have no responsibility for the **discovery**, presence, handling, removal or disposal of, **or exposure of persons to**, hazardous waste or viruses, including COVID-19, in any form at the PROJECT site. Accordingly, the OWNER hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, contribution or otherwise against the ENGINEER, its principals, employees, agents or consultants if such claim in any way arises from such services. The OWNER further agrees to defend, indemnify and hold the ENGINEER and its consultants and their principals, employees and agents harmless from and against any claims, demands, loss or damage (including reasonable attorneys' fees) sustained by any person or entity arising from such services or circumstances. The ENGINEER shall not be liable for any damages or injuries, of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the PROJECT site or exposure of any parties to the COVID-19 virus.
- 7.3.2 The OWNER hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials, including materials or persons with viral contamination, may exist at the PROJECT site, it has so informed the ENGINEER. The OWNER also warrants that it has done its best to inform the ENGINEER of such known or suspected hazardous materials' type, quantity and location.
- 7.3.3 If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall take all steps immediately available which are, in its judgment, prudent and necessary to mitigate the existing threat. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy.
- 7.3.4 The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience with personnel under the direction of a trained professional who functions in accordance with the prevailing standard of care may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and technical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that due to natural occurrences or direct or indirect human intervention at the Site or distance from it, actual conditions may quickly change.

ARTICLE 8 - EXTENSION OF SERVICES

8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid to the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the ENGINEER pursuant to this AGREEMENT. However, such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other PROJECT. Any reuse or adaptation by the OWNER without written verification by the ENGINEER shall be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER'S independent sub-consultants, and the OWNER shall indemnify and hold harmless the ENGINEER and the ENGINEER'S sub-consultants from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any verification or adaptation performed by the ENGINEER shall entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and

the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.

11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

11.5 Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty, including costs arising from the COVID-19 pandemic. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

11.6 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

11.7 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.

11.8 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence

to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

11.9 Project Requirements

The ENGINEER shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws and regulations.

11.10 Opinions of Probable Construction Cost

The ENGINEER makes opinions of probable costs using its best judgement as an experienced and qualified professional engineer generally familiar with the construction industry. ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or the Contractor's methods of determining prices, or competitive bidding or market conditions or when the Project will be constructed. ENGINEER cannot and does not guarantee that Contractor's bids or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER desires greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

11.11 Changed Conditions

If concealed or unknown conditions that affect the performances of the services are encountered, that are not ordinarily found to exist or that differ materially from those generally recognized as inherent in the services of the character provided for under this AGREEMENT or which could not have reasonably been anticipated, notice by the observing party shall be promptly given to the other party and, if possible before the conditions are disturbed. If the ENGINEER makes the claim, ENGINEER's schedule and compensation shall be equitably adjusted to reflect additions that result from such changed conditions.

11.12 Force Majeure

If delays or failures of performance of the ENGINEER are caused by occurrences beyond the reasonable control of the ENGINEER, the ENGINEER shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide

data in OWNER's possession or provide necessary comments in connection with any required reports prepared by the ENGINEER, or any other causes which are beyond the reasonable control of the ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

ARTICLE 13 – NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address that appears below, and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Notices shall be provided to:

| | | | |
|----------|---|-----------|---|
| Owner: | Town of Jamestown | Engineer: | Weston & Sampson |
| Name: | Michael Gray | Name: | Justin Gould |
| Title: | Public Works Director | Title: | Team Leader |
| Address: | 93 Narragansett Avenue Jamestown, RI 02835 | Address: | 55 Walkers Brook Dr, Suite 100 Reading, MA 08167 |

ARTICLE 14 – CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:

TOWN OF JAMESTOWN, RI

WESTON & SAMPSON ENGINEERS, INC.

By Its _____

By: _____

DATE

DATE

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: _____

Date: _____

OWNER Accountant

APPROVED AS TO FORM:

By: _____

Date: _____

OWNER Counsel

A TRUE COPY, ATTEST:

By: _____

Date: _____

OWNER Clerk

OWNER'S **Rhode Island** Sales and Use Tax Certificate Exemption Number _____

EXHIBIT A

DETAILED SCOPE OF ENGINEERING SERVICES
WASTEWATER TREATMENT FACILITY IMPROVEMENTS
TOWN OF JAMESTOWN, RHODE ISLAND

- I. General Scope of Improvements for Design (Design drawings and specifications will generally include the following items for improving)
 - a. Control Building
 - i. Reconfigure walkway and paved area at building entrance to slope away from door for positive drainage outward and to avoid water from coming into the building and runoff from deteriorating the foundation.
 - ii. Repoint masonry as needed.
 - iii. Clean and seal masonry throughout.
 - iv. Remove and replace tongue & groove siding with fiber cement siding similar to salt shed.
 1. Provide peel and stick weather barrier in lieu of stapled weather barrier due to proximity to waterfront.
 - v. Replace asphalt shingle roof.
 1. Provide ice and water roof underlayment.
 2. Add gutters and downspouts to the entire building.
 3. Replace wood rake and fascia with PVC trim.
 - vi. Replace two (2) coiling doors with modern operators.
 - vii. Replace exterior doors and hardware throughout.
 - viii. Replace windows throughout with impact rated windows due to proximity of waterfront.
 1. Provide shades.
 - ix. Prepare and paint gypsum board, CMU, & concrete surfaces throughout.
 - x. Replace lever hardware sets throughout in lieu of “knob” style hardware.
 - xi. Patch walls and ceilings throughout.
 - xii. Patch any work related to other discipline work.
 1. Housekeeping pads.

2. Patch holes from new or removed pipe in floors, walls, and/or ceilings.
- xiii. Replace breakroom appliances and millwork with modern items.
- xiv. Replace some of the laboratory casework.
 1. Fume hood to remain.
- xv. Replace miscellaneous laboratory equipment
 1. Furnace, vacuum pump, water still, convection oven, refrigerator
- xvi. Replace washer and dryer in grit room.
- xvii. All public-use areas should be fully compliant with ADA (Americans with Disabilities Act) and MAAB (Massachusetts Architectural Access Board) regulations. Where possible, staff areas should also comply to allow full flexibility for personnel and operations.
- xviii. Replace facility sanitary pumps in basement
- xix. Replace chlorine metering pumps
- xx. Replace chlorine storage tank and instruments pertaining to this system
- xxi. Evaluate Electrical components pertaining to equipment power (MCC's) and design the preferred replacements accordingly.
- xxii. Replace lighting with LED
- xxiii. Replace receptacles and low voltage devices
- xxiv. Provide new exit signage
- xxv. Replace or add VFDs and control systems as necessary for process mechanical upgrades.
- xxvi. Replace Main Control Panel PLC and implement a SCADA system
- xxvii. Replace air handling unit in the attic
- xxviii. Replace the unit heater on the roof
- xxix. Replace all exhaust and supply fans
 - xxx. Replace hot water heaters
 - xxxi. Replace unit heaters
- xxxii. Replace inline hot water circulators and fin tube radiation units

- xxxiii. Replace and modify plumbing fixtures as necessary to accommodate laboratory and other architectural upgrades
- b. RAS Building
 - i. Repoint masonry as needed
 - ii. Clean and seal masonry throughout
 - iii. Remove and replace tongue & groove siding with fiber cement
 - iv. Replace asphalt shingle roof
 - 1. Provide ice and water roof underlayment.
 - 2. Add gutters and downspouts to the entire building.
 - 3. Replace wood rake and fasciae with PVC trim.
 - v. Replace skylights
 - vi. Paint interior of building in pump gallery and stair well
- c. Shed Building
 - i. Replace in its entirety
- d. Aerobic Digester and Septage Receiving Tanks
 - i. Reconfigure piping in aerobic digester tanks to re-route the decant water to the septage receiving tank and slowly feed back into the influent wastewater
 - ii. Replace aeration diffusers and piping in septage receiving tank
 - iii. Raise the invert elevation of the overflow from the septage receiving tank to the influent raw sewage channel
- e. Aeration Tanks
 - i. Replace the surface aerators on all tanks
 - 1. Replace DO sensors as needed
 - 2. Add VFDs and speed control based on DO sensors
 - ii. Install a separate pulsed air mixing system in all basins
 - 1. Locate compressor(s) in control building space
 - iii. Replace influent gates and operators for each basin
- f. Other items
 - i. Refer to the evaluation submitted in September 2024 for further details regarding recommended improvements. The scope of improvements

shall generally align with items organized in the “Priority 1” or “Priority 2” categories for the WWTF portion of the report.

II. General Scope of Effort for Design

- a. Weston & Sampson will produce construction documents (plans and specifications) for a contractor to complete each of the upgrades listed above.
- b. Minor deviations from the written scope above may be included in the engineering scope. Any major deviations or unforeseen circumstances that result in major deviations from scope may result in the need for a contract amendment. Weston & Sampson will work effectively to minimize any contract amendments and will provide transparency when coordinating these with the OWNER.

AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE
TOWN OF JAMESTOWN, RHODE ISLAND
AND
WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT is made this _____ day of _____, 20____, by and between TOWN OF JAMESTOWN, acting herein by and through its DEPARTMENT OF PUBLIC WORKS, hereinafter called the OWNER and WESTON & SAMPSON ENGINEERS, INC., with offices at 55 Walkers Brook Drive Suite 100, Reading, Massachusetts 01867, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER AND STANDARD OF CARE

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services for the **Sanitary Sewage Pump Station Improvements**, hereinafter called the PROJECT.
- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1 The ENGINEER agrees to perform the following tasks related to the design of the project.
 - 2.1.1 Preliminary Design. The ENGINEER will attend a site visit to kickoff the design of the project and determine the scope of improvements with the OWNER. The ENGINEER will conduct any topographical surveys, geotechnical evaluations, and additional equipment evaluations as necessary. Preliminary Design tasks will include the necessary conceptual and preliminary drawings, calculations, and specifications to achieve a 50% design milestone. The ENGINEER has budgeted up to three (3) design meetings with the OWNER during this phase. Design scope will generally align with the results of the items particular to pump stations within the Wastewater Treatment Facility and Pump Station evaluation completed in August 2024. Refer to the attached descriptions and tables in **Exhibit A** for a detailed list of components that are recommended for replacement or improvements. It should be noted that these recommendations may change during preliminary design. The ENGINEER has accounted for modifications that may be necessary.

- 2.1.2 90% Design. The ENGINEER will complete iterations of the design to accommodate comments and revisions from the OWNER during the preliminary design phase and progress the contract documents to reach a 90% completion status. During this phase, the ENGINEER has budgeted up to three (3) design meetings with the OWNER. The ENGINEER will produce design drawings and specifications for all architectural, structural, HVAC, plumbing, electrical, instrumentation and controls, process mechanical, and site improvements. Upon reaching the 90% design milestone, an additional final meeting will be held between the ENGINEER and OWNER to discuss final modifications to the project scope and documentation.
 - 2.1.3 100% Design and Permitting. The ENGINEER will progress the design to 100% completion after the final 90% design meeting. Final stamped construction plans and specifications will be produced and prepared for the bidding phase. These plans and specifications will be submitted, along with necessary applications, to obtain any wastewater construction permits as required by the State of Rhode Island. All permit fees during this phase shall be paid by the OWNER. The ENGINEER will provide an up-to-date opinion of probable cost to the OWNER in accordance with the OWNER's budget approval timeline, in the Spring of 2025, as accurately as possible. This opinion of probable cost may occur during the 90% design phase, if necessary.
- 2.2 The ENGINEER agrees to perform the following tasks during the bidding phase of the PROJECT.
- 2.2.1 Assist with advertising the contract for public bidding using methods aligned with the OWNER's standard procedures. The ENGINEER will post a link to the project using its online portal and will use its database of qualified contractors to expand awareness of the project. A copy of the Advertisement for Bid shall be forwarded to the OWNER for their use. The OWNER shall be responsible for advertising on the OWNER'S website and any other procurement platform that the State of Rhode Island requires, (directly paying for all charges), and posting the advertisement in a conspicuous place within the municipal offices.
 - 2.2.2 Provide prospective bidders access to project documents through an online portal. ENGINEER shall provide two (2) sets of plans and specifications to the OWNER. Bidding procedures shall follow relevant Rhode Island regulations.
 - 2.2.3 Issue additional information to bidders as required during the bidding period, which addresses bidders' questions through issuance of addendums to the bid documents. The ENGINEER has budgeted up to three (3) addenda.
 - 2.2.4 Attend and conduct a pre-bid meeting with interested bidders and the OWNER regarding the construction.

- 2.2.5 Attend the bid opening, facilitate the opening of bids, prepare a bid tabulation, assist the OWNER in the review and analysis of the bid results, and recommend the award of the contract.
 - 2.2.6 Prepare formal contract documents for execution by the OWNER and the successful bidder, hereinafter referred to as the CONSTRUCTION CONTRACTOR.
- 2.3 The following services listed in this section are not included as part of this AGREEMENT and are not paid for by the OWNER:
- 2.3.1 Preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2.3.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.
 - 2.3.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, unexpected site conditions or unanticipated hazardous materials, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
 - 2.3.4 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; during the course of design: the preparation of feasibility studies; cash flow and economic evaluations; rate schedules and appraisals; assistance in obtaining financing for the Project; evaluation processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
 - 2.3.5 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office, as required under Article 2.
 - 2.3.6 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services.
 - 2.3.7 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.3.8 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract beyond the date for final completion as set forth in the Contract Documents, (4) acceleration of the progress schedule involving services beyond normal working hours [five 8-hour days per week] and (5) default by Contractor(s).

2.3.9 Protracted or extensive assistance in the utilization of any equipment or system.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT, including all record drawings, both hard copy, and electronic .pdf, .rvt, and .dwg formats, if applicable.
- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.

- 3.9 Select a Public Participation Coordinator (PPC) to develop, organize and implement the public information and participation efforts.
- 3.10 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the Drawings and Specifications.
- 3.11 Examine all studies, reports, sketches, Drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 3.12 Attend the pre-bid conference and bid opening.
- 3.13 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformance of the work of any Contractor(s).
- 3.14 Submit to ENGINEER the proposed language of certifications, affidavits and/or assignments requested of ENGINEER or ENGINEER's independent contractors and consultants for review and approval at least 14 days prior to execution. OWNER shall not request certifications and/or affidavits that would require expertise, knowledge or services beyond the scope of this AGREEMENT.

ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work as outlined in Section 2.1 (design), starting within 14 days of signing this AGREEMENT and concluding within 230 days, or by June 1, 2025, whichever is later. The ENGINEER agrees to provide services for the estimated duration of work as outline in Section 2.2 (bidding), by July 31, 2025.
- 4.2 If the specific periods of time for services provided under this AGREEMENT are changed through no fault of the ENGINEER, the rates and compensation provided for herein shall be subject to equitable adjustment.
- 4.3 If ENGINEER's services are delayed or suspended in whole or in part by the OWNER for more than three months through no fault of the ENGINEER, ENGINEER shall be entitled to an equitable adjustment of the rates and compensation to be paid herein.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER the lump sum fee of \$205,000.00 for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of the invoice date. The breakdown of this fee is as follows:

5.1.1 Preliminary Design Services: \$98,000

5.1.2 Final Design Services: \$96,000

5.1.3 Bidding Services: \$11,000

5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

ARTICLE 5A – CREDIT CARD PAYMENTS

5A.1 Credit cards shall not be allowed as a payment method.

ARTICLE 6 - INSURANCE

6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance for bodily injury, death, and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the amount of \$1,000,000 combined single limit per accident.

6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT.

6.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of \$3,000,000 per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

6.5 Workers Compensation Coverage

6.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Rhode Island.

6.5.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Rhode Island.

6.6 Additional Insured

OWNER shall be named an additional insured for insurance coverage included in Articles 6.1, 6.2 and 6.3 only.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the project, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6. ENGINEER shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the

extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.

7.3 Hazardous Waste Indemnifications

- 7.3.1 The ENGINEER and its consultants shall have no responsibility for the **discovery**, presence, handling, removal or disposal of, **or exposure of persons to**, hazardous waste or viruses, including COVID-19, in any form at the PROJECT site. Accordingly, the OWNER hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, contribution or otherwise against the ENGINEER, its principals, employees, agents or consultants if such claim in any way arises from such services. The OWNER further agrees to defend, indemnify and hold the ENGINEER and its consultants and their principals, employees and agents harmless from and against any claims, demands, loss or damage (including reasonable attorneys' fees) sustained by any person or entity arising from such services or circumstances. The ENGINEER shall not be liable for any damages or injuries, of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the PROJECT site or exposure of any parties to the COVID-19 virus.
- 7.3.2 The OWNER hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials, including materials or persons with viral contamination, may exist at the PROJECT site, it has so informed the ENGINEER. The OWNER also warrants that it has done its best to inform the ENGINEER of such known or suspected hazardous materials' type, quantity and location.
- 7.3.3 If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall take all steps immediately available which are, in its judgment, prudent and necessary to mitigate the existing threat. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy.
- 7.3.4 The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience with personnel under the direction of a trained professional who functions in accordance with the prevailing standard of care may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and technical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that due to natural occurrences or direct or indirect human intervention at the Site or distance from it, actual conditions may quickly change.

ARTICLE 8 - EXTENSION OF SERVICES

8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid to the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the ENGINEER pursuant to this AGREEMENT. However, such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other PROJECT. Any reuse or adaptation by the OWNER without written verification by the ENGINEER shall be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER'S independent sub-consultants, and the OWNER shall indemnify and hold harmless the ENGINEER and the ENGINEER'S sub-consultants from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any verification or adaptation performed by the ENGINEER shall entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding

mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.

11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

11.5 Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty, including costs arising from the COVID-19 pandemic. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

11.6 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

11.7 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.

11.8 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

11.9 Project Requirements

The ENGINEER shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws and regulations.

11.10 Opinions of Probable Construction Cost

The ENGINEER makes opinions of probable costs using its best judgement as an experienced and qualified professional engineer generally familiar with the construction industry. ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or the Contractor's methods of determining prices, or competitive bidding or market conditions or when the Project will be constructed. ENGINEER cannot and does not guarantee that Contractor's bids or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER desires greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

11.11 Changed Conditions

If concealed or unknown conditions that affect the performances of the services are encountered, that are not ordinarily found to exist or that differ materially from those generally recognized as inherent in the services of the character provided for under this AGREEMENT or which could not have reasonably been anticipated, notice by the observing party shall be promptly given to the other party and, if possible before the conditions are disturbed. If the ENGINEER makes the claim, ENGINEER's schedule and compensation shall be equitably adjusted to reflect additions that result from such changed conditions.

11.12 Force Majeure

If delays or failures of performance of the ENGINEER are caused by occurrences beyond the reasonable control of the ENGINEER, the ENGINEER shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of

workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by the ENGINEER, or any other causes which are beyond the reasonable control of the ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

ARTICLE 13 – NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address that appears below, and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Notices shall be provided to:

| | | | |
|----------|---|-----------|--|
| Owner: | Town of Jamestown | Engineer: | Weston & Sampson |
| Name: | Michael Gray | Name: | Justin Gould |
| Title: | Public Works Director | Title: | Team Leader |
| Address: | 93 Narragansett Avenue Jamestown, RI 02835 | Address: | 55 Walkers Brook Dr Suite 100 Reading, MA 08167 |

ARTICLE 14 – CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:

TOWN OF JAMESTOWN, RI

WESTON & SAMPSON ENGINEERS, INC.

By Its _____

By: _____

DATE

DATE

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: _____
OWNER Accountant

Date: _____

APPROVED AS TO FORM:

By: _____
OWNER Counsel

Date: _____

A TRUE COPY, ATTEST:

By: _____
OWNER Clerk

Date: _____

OWNER'S **Rhode Island** Sales and Use Tax Certificate Exemption Number _____

EXHIBIT A

DETAILED SCOPE OF ENGINEERING SERVICES

PUMP STATION IMPROVEMENTS

TOWN OF JAMESTOWN, RHODE ISLAND

- I. General Scope of Improvements for Design (Design drawings and specifications will generally include the following items for improving)
 - a. Pump Station no. 1
 - i. Repoint masonry as needed
 - ii. Replace asphalt shingle roof including:
 1. New Ice and water underlayment
 2. Replace gutters and downspouts
 3. Replace wood rake fascia with PVC trim
 - iii. Prepare and paint door
 - iv. Replace door hardware and gaskets
 - v. Patch gypsum board ceiling
 - vi. Prepare and paint gypsum board, CMU, and concrete surfaces throughout
 - vii. Prepare and paint wet well walls and ceiling
 - viii. Patch any work related to other disciplines
 - ix. Replacement of influent channel gates
 - x. Repair influent channel concrete
 - xi. Replace VFDs on all pumps
 - xii. Upgrade level sensor and pump controller alarm system for SCADA network
 - xiii. Evaluate all electrical components to determine if they are obsolete
 - xiv. Replace/upgrade MCC components
 - xv. Replace all lighting and receptacles
 - xvi. Replace mop sink, toilet, and water service backflow preventer
 - xvii. Replace all supply and exhaust fans
 - xviii. Replace sump pump

b. Pump Station no. 2

- i. Repoint masonry as needed
- ii. Replace asphalt shingle roof including:
 1. New Ice and water underlayment
 2. Replace gutters and downspouts
 3. Replace wood rake fascia with PVC trim
- iii. Prepare and paint door
- iv. Replace door hardware and gaskets
- v. Patch gypsum board ceiling
- vi. Prepare and paint gypsum board, CMU, and concrete surfaces throughout
- vii. Prepare and paint wet well walls and ceiling
- viii. Patch any work related to other disciplines
- ix. Replacement of influent channel gates
- x. Repair influent channel concrete
- xi. Install a mixing system in the wet well
- xii. Replace VFDs on all pumps
- xiii. Upgrade level sensor and pump controller alarm system for SCADA network
- xiv. Evaluate all electrical components to determine if they are obsolete
- xv. Replace/upgrade MCC components
- xvi. Replace all lighting and receptacles
- xvii. Replace mop sink, toilet, and water service backflow preventer
- xviii. Replace all supply and exhaust fans
- xix. Replace sump pump

c. Pump Station no. 3

- i. Replace asphalt shingle roof including:
 1. New Ice and water underlayment
 2. Replace gutters and downspouts
 3. Replace wood rake fascia with PVC trim
- ii. Prepare and paint door
- iii. Replace door hardware and gaskets

- iv. Prepare and paint gypsum board, CMU, and concrete surfaces throughout
- v. Patch any work related to other disciplines
- vi. Replace two (2) raw sewage pumps with new pumps on VFDs
- vii. Install new level sensors and pump controller with connection to SCADA network
- viii. Replace sump pump
- ix. Evaluate all electrical components to determine if they are obsolete
- x. Replace/upgrade main power panel components
- xi. Replace all lighting and receptacles
- xii. Replace dehumidifier
- xiii. Replace all supply and exhaust fans

d. Other Items

- i. Refer to the evaluation submitted in September 2024 for further details regarding recommended improvements. The scope of improvements shall generally align with items organized in the “Priority 1” or “Priority 2” categories for the Pump Station portion of the report.

II. General Scope of Effort for Design

- a. Weston & Sampson will produce construction documents (plans and specifications) for a contractor to complete each of the upgrades listed above.
- b. Minor deviations from the written scope above may be included in the engineering scope. Any major deviations or unforeseen circumstances that result in major deviations from scope may result in the need for a contract amendment. Weston & Sampson will work effectively to minimize any contract amendments and will provide transparency when coordinating these with the OWNER.

Letter to the Jamestown Town Council

August 29, 2024

Nancy A. Beye
Mary E. Meager
Erik G. Brine
Michael G. White

RE: Jamestown Tick Task Force Committee Request to be added to the agenda at the September 16, 2024 meeting of the Town Council.

Dear Members of the Jamestown Town Council,

The Jamestown Tick Task Force respectfully requests to be added to the Jamestown Town Council meeting agenda for the September 16, 2024 meeting. We have several issues that require their attention.

1. The members of the Jamestown Tick Task Force Committee would like to respectfully request that the Town Council make the committee a permanent town committee with an annual budget (see Jamestown Tick Task Force Committee listing p. 34, in Town Committees Book).
2. We would like to propose that Tick Habitat signage be placed at the entrance to all town owned walking and biking trails and designated hunting areas on Jamestown. The Jamestown Tick Task Force would like to work with the town to develop tick signage, plan placement and work collaboratively to have posts erected so tick signage can be posted. Tick signage and posts would be paid for and maintained by the town.
3. We request time to present a brief power point presentation summary of our committees' work to date.

Jamestown Tick Task Force

We have met weekly, working for three months (since June 11, 2024) to bring "Just in time" tick education to island residents and visitors. We began with a review of the work of the prior 2016 Tick Task Force Committee. We learned about the life cycle of ticks. We developed an action plan to determine at risk groups and tick habitat areas on the island. We looked at tick borne diseases in Rhode Island and ways to identify ticks, remove ticks, how to do tick checks and prevent tick bites. Ticks are most active between April and October. The need was immediate. Ray DeFalco, Director of the Jamestown Parks and Recreation Department, came to us with an urgent request for tick education materials for campers and RV campers. Nancy Beye, of this Council, and representing the Beavertail Lighthouse Association, also requested education materials. We were given a budget of \$2500.00.

"Just in time" Education

"Just in time" education is designed to inform the learner at the moment the knowledge is needed. If the learner is planning to hike a trail, just in time education will tell him what are the hazards, make

him aware of what the hazard looks like, how to stay safe, what to do if he encounters the hazard and what to do if he gets sick from the hazard. We needed “Just in time” educational materials quickly, so we searched the web for sources. We looked to existing sources including *The Centers for Disease Control* and the *Rhode Island Department of Health*. We contacted these agencies, explained that we had a public health crisis in Rhode Island, and were able to obtain 450 free tick and mosquito brochures from RIDOH and 200 Lyme disease brochures from the CDC. We were able to supply both the Beavertail Lighthouse and Fort Getty campgrounds with informational tick materials quickly.

Our members identified the need for Tick ID cards and shower cards for use in the camp grounds. Residents and visitors needed to be able to identify the tick species, how to remove ticks, how to do tick checks and prevent tick bites. We couldn't find anything ready-made so we designed our own. We printed 1000 waterproof plastic Tick ID cards and 250 shower cards. We provided Ray DeFalco with 200 of each of these cards for Fort Getty campers and summer recreational programs. We have distributed free Tick ID cards and brochures to the lighthouse, Town Hall, library, police station and local businesses. We continue to develop additional informational brochures as needed.

Teach the Use of Tick and Mosquito Repellants to prevent Tick Bites

In order to push the need for using tick and mosquito repellent to prevent tick bites, we went to Jamestown Hardware and gave them a display with free brochures on appropriate tick and mosquito repellants and tick ID cards. They were very supportive. We promised to provide them with copies of the brochures and Tick ID cards as needed if they would display the insect repellants at the checkout desk.

Tick Information Page on jamestownri.gov web site

We felt that the residents and visitors of Jamestown should have access to free accurate up-to-date tick information 24/7 online. Ray DeFalco worked with us to make a Tick Information page on the jamestownri.gov website. We sent Ray PDF copies of our “Just in time” information to post. We collaborated on the content. We put a QR code on the Tick ID cards so that people can scan the codes on their phones and get more information instantaneously. As they say, “Information is power only if it is shared (Anon.)” We contacted the Jamestown Press to come to our meetings and let Jamestown residents know what we have done and spread the word about the webpage and the October program at the library.

Tick Educational Program at the Jamestown Library

Our committee wanted to provide residents with an opportunity to attend a more in-depth program about the tick crisis in Rhode Island and Jamestown. We contacted Dr. Thomas Mather, nationally known tick expert and authority on Lyme disease, to ask him to come and speak at the library on October 2, 2024. He had collaborated with the earlier 2016 Jamestown Tick Task Force. He agreed to speak at our October program. Dr. Mather is a professor of Public Health Entomology at the University of Rhode Island and the Director of the Tick Encounter Resource Center. He will discuss the spread of ticks in Rhode Island and the threat of tick-borne disease in Jamestown. Our program is booked at the Jamestown Library. We will be advertising the program in the Jamestown Press and posting posters around town.

Environmental Measures

Lastly, we wanted to make an environmental impact in Jamestown. We looked at the hiking and biking trails and hunting areas on the island. None of the eleven areas of walking trails on the island have tick warning signs. Ticks can live up to three years. They can survive cold winters. An adult female tick can lay between 2000 – 3000 eggs in her lifetime. They feed off the blood of warm blooded birds, animals and humans at all stages of their life cycle. Ticks live in wooded areas and tall grasses. We contacted the police department and gave them brochures and Tick ID cards to give to hunters when they come to get their hunting information. We feel that it is important to let residents and visitors know hiking and biking trails about tick habitats and are posted with tick habitat signage.

We would like to get the Council's permission to contact those departments and agencies (Jamestown Department of Parks and Recreation, the Department of Environmental Management and the Jamestown Conservation Commission) to design and post Tick Habitat signage with a QR code at the entrance to hiking and biking trails to alert residents and visitors and provide that instantaneous "Just in time" information to keep them safe. This will take time. Our goal is to have the signs in place by Spring 2025.

Conclusion

We are proud of what we have accomplished in a very short time. We feel that we represent a *proactive community approach* to this public health crisis. We hope you agree. We ask the Town Council to consider placing tick habitat signage at the entrances to all town owned walking and biking trails and designated hunting areas on Jamestown. The Jamestown Tick Task Force would like to work with the town to develop tick signage, plan placement and work collaboratively to have posts erected so tick signage can be posted. Tick signage and posts would be paid for and maintained by the town.

Going forward, more needs to be done. We need to publicize what we have done to visitors and residents. Tick information should be included in the Jamestown Press Summer Guide for next year. We need to continue to provide "Just in time" tick education brochures and tick ID cards to recreational programs, tourist sites and at risk groups around the island in 2025. As a permanent town committee, we would be able to accomplish this task.

Thank you for your attention.

Respectfully,

Laura Goldstein, MSN, RN Co-Chair
 Dr. Joseph England, Co-Chair
 Cynthia Leonard
 Wayne Breneman
 Taryn Breneman
 Bernard Maceroni
 Nancy Beye, Town Council Liaison

2024 Tick Task Force Charge Listing, page 34,
Jamestown Town Committees List

Tick Task Force

(8) Voting Members

Ad-Hoc

Consisting of: (1) Council Member
(8) Citizens

Charge:

To develop an education plan and a plan of action to address the increase in Lyme disease and other tick-borne disease cases, with a focus on the importance of public awareness, personal protection, and environmental measures.

Current Members:

- Taryn Breneman
- Wayne C. Breneman II
- Joseph England
- Laura Goldstein
- Cynthia Leonard
- Bernard Maccroni

Term Ending:

Town Council Liaison:

Town Council President Nancy Beye

Jamestown Tick Task Force



MEMBERS

Dr. Joseph England
Cynthia Leonard
Wayne Breneman
Nancy Beye, Town Council Liaison

Laura Goldstein
Bernard Maceroni
Taryn Breneman

The Tick Task Force June – September 2024

- *Our Charge:*
To develop an education plan and a plan of action to address the increase in Lyme Disease and other tick borne disease cases with a focus on the importance of public awareness, personal protection and environmental measures.

Meet the Ticks



Black Legged Tick/Deer Tick



Lone Star Tick



American Dog Tick



Asian Longhorn Tick

Ticks in New England

Blacklegged Tick



American Dog Tick

Lone Star Tick



Asian Longhorn Tick

Tick-Borne Diseases in Rhode Island

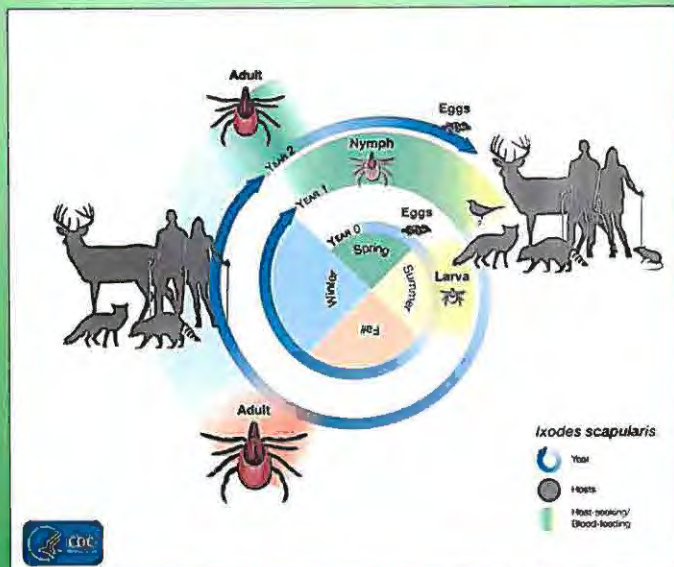
- Lyme Disease – Deer Tick/Blacklegged Tick
- Alpha-gal Syndrome (Meat Allergy) – Lone Star tick
- Anaplasmosis – Deer Tick/Blacklegged Tick
- Ehrlichiosis – Lone Star Tick/ Deer Tick/Blacklegged Tick
- Babesiosis - Deer Tick/Blacklegged Tick
- Powassan Disease – Deer Tick/Blacklegged Tick/ Asian Longhorn Tick
- Heartland Virus - Lone Star Tick
- Tularemia – Lone Star Tick



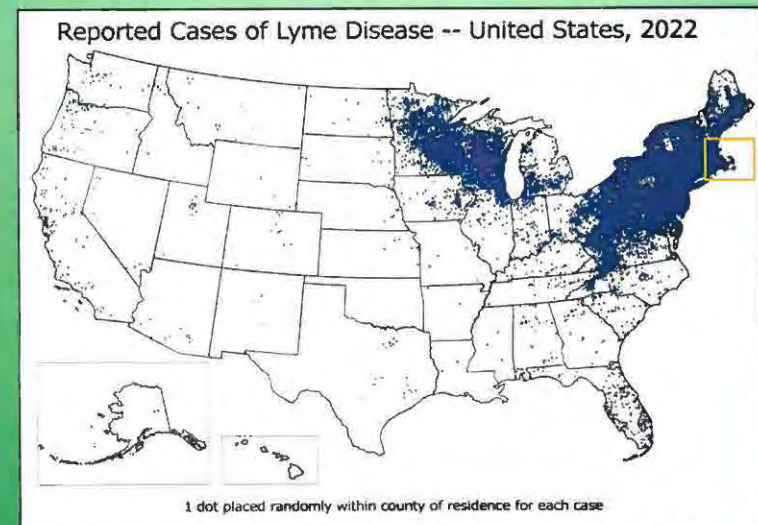
A Few Quick Facts

- Ticks can live up to 3 years and are not killed by cold.
- Ticks are most active between April and October.
- A female adult tick can lay between 2000 and 3000 eggs before she dies.
- Ticks have 4 stages of life: larvae, nymph, adolescent and adult.
- Ticks feed on the blood of large and small animals, birds and humans at each stage of life.
- Tick Habitats include wooded areas, tall grasses and back yards.
- New types of ticks and tick borne diseases are becoming common in Rhode Island.
- Climate change and precipitation patterns could make conditions more hospitable for ticks.

Tick Lifecycle



Incidence of Lyme Disease in the US



Centers for Disease Control

Lyme Disease In Rhode Island

- There are more than 2000 cases of Lyme Disease a year in Rhode Island.
- We have the highest rate of Lyme Disease cases in the country.
- Washington County has the highest rate of Lyme Disease in the state, nearly twice the rate of Newport and Bristol counties.

Identifying At Risk Groups

- Adults & Elderly
- Children (school, sports, play)
- Farm workers & horse riders
- Anyone playing outdoor sports
- Runners, Hikers & Bikers
- Hunters & Fishermen
- Gardeners, Landscapers & Arborists
- Campers
- Road workers
- Pets and more



Day One Problem Areas: Fort Getty



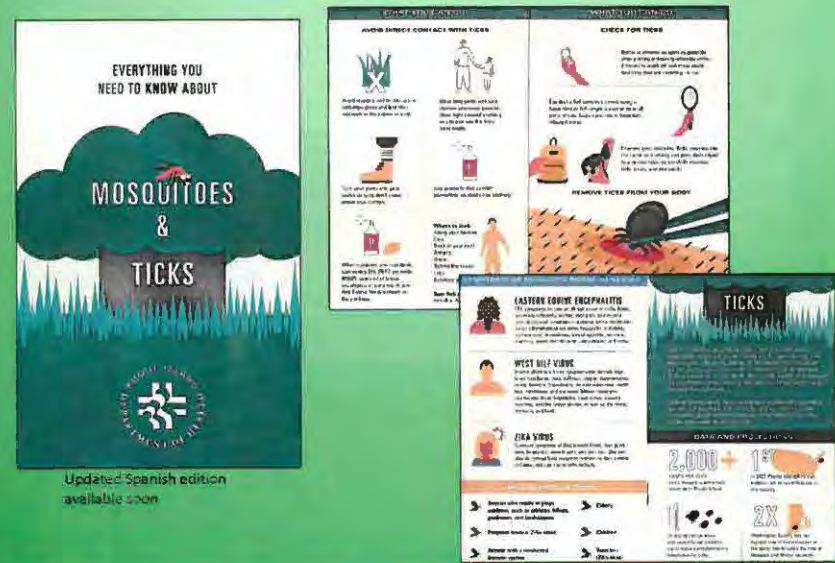
Beavertail State Park & Trails



Developing a Tick Education Plan

- 1. "Just in Time" education (what you need to know now)**
 - Brochures and Tick ID cards for at risk groups
 - How to Identify the ticks
 - Provide information on demand
- 2. Tick bite prevention/ Personal Protection**
 - Use of permethrin tick sprays on shoes, clothes and gear
 - Spray exposed skin with DEET or Picardin
 - How to do Tick Checks on your body and pets
 - How to remove ticks safely
- 3. More in depth education**
 - Tick expert to speak on ticks in Rhode Island
- 4. Environmental measures**
 - Tick Habitat warning signs on trails and hunting areas
 - Awareness of tick infestation in yards, playgrounds and parks

The Rhode Island Department of Health



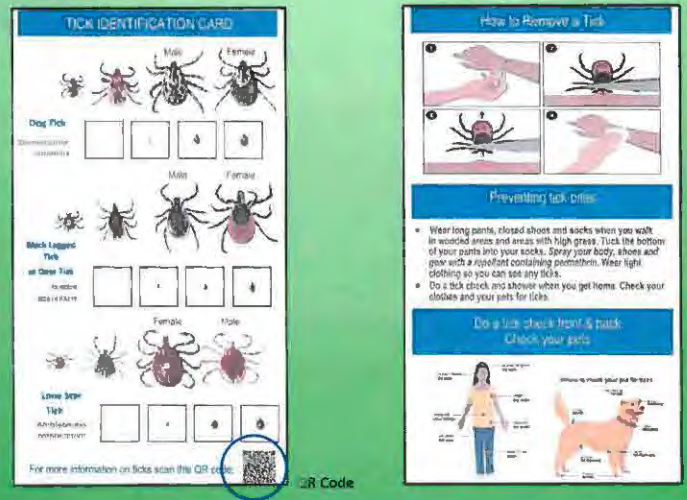
The Centers for Disease Control: Multilingual Brochures on Lyme Disease



English only

CDC has a limited supply of multilingual materials

The Tick Task Force developed the Tick ID Cards to provide a visual pocket reference on ticks. These cards are available to everyone.



Publicity: Getting the Word Out

Task force seeks to boost tick awareness

BY JAMES GIBBS

A task force charged with raising awareness of tick-borne diseases met Wednesday for the eighth time in 11 weeks, determining the urgency with which the members must promote the public health message.

The task force, which originally was established by town officials in August 2011, stayed meeting after 24 sessions of discussion. The reason the board was convened by the town council in October, according to the meeting log, was due to "very high incidences of Lyme disease and other tick-borne illnesses," which was "increasing at an alarming rate."

Surveillance, awareness, but also education, is a high correlation of those members with the danger of ticks and their geographic distribution.

The original impetus of the task force was to develop ways to reach the full population. The members, however, in addition to educating the public on the dangers of tick bites, according to James Gibbs, ticks, who co-leads the task force with Dr. Joe England. "Gibbs said he saw the danger 1 year after he has done," he said, "and it was an opportunity to help the community."

The task force has met 212 times in 10 months. A committee member of Jamestown residents and visitors have been selected by Lyme Disease Association to 2013. The task force is a U.S. Centers for Disease Control and Prevention. Rhode Island had the highest number of reported cases of Lyme in any state in 2012, according to CDC.

The task force, to begin, organized the work of its predecessor. Which then were organized:

including a roll of the deer herd, including feeding systems for deer and spraying predators. "Some of those things really resonated," according to England.

While casual deer on the state level of tick-tipped ticks, which carry Lyme disease.

"The deer were really just focusing on educating," he said. "Most people in Jamestown have a pretty good knowledge about tick-borne diseases if they're involved for a while, but we have a lot of people who are not used to come into our area and they could get a tick with a tick-borne disease. There can be a lot of hard to diagnose sometimes."

"We decided that our focus should be tick education and awareness education for the community," Gibbs said. "The danger of ticks and their geographic distribution."

The original impetus of the task force was to develop ways to reach the full population. The members, however, in addition to educating the public on the dangers of tick bites, according to James Gibbs, ticks, who co-leads the task force with Dr. Joe England. "Gibbs said he saw the danger 1 year after he has done," he said, "and it was an opportunity to help the community."

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The task force, to begin, organized the work of its predecessor. Which then were organized:



popular walking, hiking and biking areas. The task force has identified areas where ticks are most likely to be found. The task force has also identified areas where ticks are most likely to be found. The task force has also identified areas where ticks are most likely to be found.

Dr. Thomas Mather, a professor of Public Health at the University of Rhode Island, is the director of the Tick Encounter Resource Center. He has published numerous research papers on tick ecology, tick control strategies, tick bite prevention, and tick-borne disease prevention. TickEncounter.org has received local, national and international recognition for their quick, concise "Aunt in time" information on tick recognition, tick testing and tick bite prevention in humans and pets. The program is free and open to all.

Funding for this program is provided by the Jamestown Early Learning Center.

Discussing Ticks in Depth: Dr. Thomas Mather's Program

The Jamestown Tick Task Force presents:



Dr. Thomas Mather

Ticks in Rhode Island: A Public Health Crisis

Wednesday October 2, 2024

7:00 pm - 8:30 pm

Jamestown Public Library
26 North Road
Jamestown, RI 02835

The Jamestown Tick Task Force is pleased to present Dr. Thomas Mather, nationally known tick expert and authority on Lyme Disease. Dr. Mather is a professor of Public Health Entomology at the University of Rhode Island and the Director of the Tick Encounter Resource Center. He will discuss the spread of ticks in Rhode Island and the threat of the tick-borne disease in Jamestown. Dr. Mather has published numerous research papers on tick ecology, tick control strategies, tick bite prevention, and tick-borne disease prevention. TickEncounter.org has received local, national and international recognition for their quick, concise "Aunt in time" information on tick recognition, tick testing and tick bite prevention in humans and pets. The program is free and open to all.

Funding for this program is provided by the Jamestown Early Learning Center.

Environmental Measures: Defining Tick Habitats



Jamestown Conservation Commission

Hiking and Biking Trails

- *Fort Getty Trail
- *Kit Wright Nature Trail
- *Beavertail State Park
- *Fort Wetherill State Park
- *Taylor Point
- *Reservoir Bike Trail
- *South Pond Trail
- *Conanicut Battery Trails
- Godena Farm
- Parker Farm Conservation Area
- *Conanicut Island Sanctuary

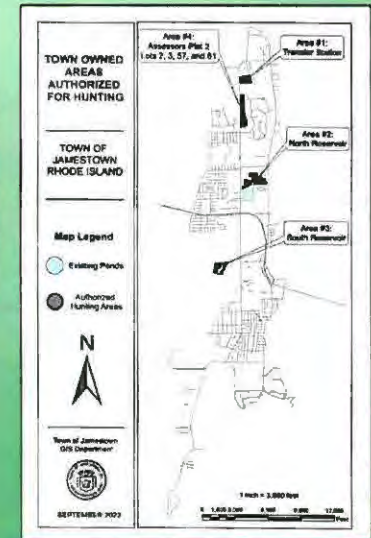
*Indicates either Town owned or DEM managed

Jamestown Hunting Areas



Hunters pick up their hunting information at the police station. Now they will get tick ID cards and tick information when they come in.

Fishermen get their fishing licenses on line via DEM so there so no way to give them tick information directly.



Tick Habitat Signage: Collaboration Needed



JTTF Goals for 2025

1. Tick Habitat signage in place by Spring 2025
 - Identify who manages the trails and obtain cooperation
 - Determine cost
 - Sign Approval
 - Installation
2. Article in the Jamestown Press Summer Guide 2025
 - Information on Ticks for residents and seasonal visitors
3. Provide tick information to Jamestown Parks and Recreation summer recreational programs on Jamestown
4. Continue to provide tick information to Jamestown Parks & Recreation Department, Beavertail Lighthouse Association, Town Hall, Library, Police Station, island businesses and online.
5. Develop an annual educational program/update on ticks at the library

Thank you for your time



Conanicut Island Sanctuary Nature Walk



MEMORANDUM

TO: The Honorable Town Council, Nancy Beye, President
FROM: Edward A. Mello, Town Administrator
 Lisa W. Bryer, AICP, Town Planner
RE: Notice of Public Hearing
DATE: September 11, 2024

As noted in the Notice of Public Hearing, The Jamestown Housing Authority, 45 Pemberton Avenue, Jamestown, was awarded Emergency HUD funds to replace the existing oil-fired burner and federal pacific breakers with energy efficient mini-splits, solar assisted water heaters and updated electrical.

This site is within the West Ferry Archaeological District and known features have been located on this site. Some or all of the proposed activities will require review through Section 106 of the National Historic Preservation Act (NHPA) related to being within the West Ferry Archaeological District as well as known archaeological features found on site previously. The Jamestown Housing Authority is entering into agreement with the Narragansett Indian Tribal Historic Preservation Office (The Tribe) for monitoring of the work, which is acceptable to the RI Historical Preservation and Heritage Commission to satisfy the requirements of Section 106 of the NHPA. Tribal monitors will be on site during any site disturbing activities related to this project.

Per the Rhode Island Historical Preservation and Heritage Commission and their Rules and Regulations pertaining to "Registration and Protection of Historic Cemeteries", the Town Council must hold a public hearing for the purpose of accepting comments on issuance of a permit to "allow excavation or construction within twenty-five (25) feet of a historic cemetery." Notice of this hearing was sent to the four federally recognized tribes of interest for Newport County. The permit in question is a variance being issued in accordance with RIGL 23-18 et seq. for the excavation of the utility trenches for electrical conduit necessary for the placement of a new transformer that is able to handle the increased electrical load of the new heating/cooling equipment for each unit. This variance would not constitute permission to alter or remove burials, should any be encountered.

C: Nikki Vazquez, Executive Director, Jamestown Housing Authority
 Roberta Fagan, Town Clerk

RULES AND REGULATIONS PERTAINING TO
Registration and Protection of Historic Cemeteries
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Historical Preservation & Heritage Commission

Adopted May 9, 2012

Rhode Island Historical Preservation & Heritage Commission
The Old State House
150 Benefit Street
Providence, RI 02903

401-222-3103

www.preservation.ri.gov

STATE OF RHODE ISLAND
HISTORICAL PRESERVATION & HERITAGE COMMISSION
RULES FOR THE REGISTRATION AND PROTECTION OF HISTORIC CEMETERIES

Adopted May 9, 2012

INTRODUCTION

These regulations are promulgated pursuant to the authority conferred under Title 23 Chapter 18-11.2 of the General Laws of Rhode Island, as amended, and are proposed for the purpose of establishing standards for cities and towns to register and regulate historic cemeteries in the absence of a local ordinance.

Furthermore, pursuant to the provisions of section 42-35-3(c) of the General Laws of Rhode Island, as amended, the following issues have been given consideration in arriving at the amended regulations: (a) alternative approaches to the regulations; and (b) duplication or overlap with other state regulations.

No alternative approaches or overlap was identified. Consequently, the rules and regulations are adopted in the best interest of the public health, safety and welfare.

The Commission, at this time, has determined that the requirements are the minimum necessary to accomplish its purpose and will not negatively impact small businesses.

1. Authority

Rhode Island General Laws Title 23, Chapter 18 authorizes City and Town Councils to prescribe standards regulating historic cemeteries in order to prevent any construction or excavation that might cause deterioration of or damage to any cemetery or burial ground, or to any structures or gravesites located in any cemetery or burial ground or any historic cemetery. In addition, the statute specifies that the city or town recorder of deeds shall maintain a register of all historical cemeteries located within the city or town and shall note the location of each historical cemetery so registered on the appropriate tax assessor's map. [23-18-11 and 23-18-10.1]

Rhode Island General Laws Title 23 Chapter 18-11.2 authorizes that in the absence of a local ordinance establishing standards regulating historic cemeteries, regulations adopted by the Historical Preservation & Heritage Commission shall govern.

Rhode Island General Laws Title 42 Chapter 45 established the Historical Preservation & Heritage Commission as an independent state agency within the executive department with responsibility to identify and protect historic properties and to advise municipal governments regarding their activities which may affect historic properties.

2. Purpose

The Rhode Island Historical Preservation & Heritage Commission finds that historic cemeteries have archaeological and scientific value, often are of great artistic, cultural and religious significance, and represent for all cultures a respect for the sanctity of human life. It is, therefore, the policy of the Historical Preservation & Heritage Commission (RIHPHC) that marked or unmarked historic cemeteries are to be preserved and are not to be altered or removed except as provided for in this regulation.

3. Definitions

- a) "Applicant" means the person who seeks approval from the city or town council to alter or remove a historic burial or grave or structure located within a historic cemetery or to undertake excavation within twenty-five (25) feet of a historic cemetery.
- b) "Archaeological burial site" means an area of land that has been used for interment of human remains for more than one hundred (100) years, including burial of Native American or other ethnic groups. An archaeological burial site may be unmarked and unrecorded prior to discovery.
- c) "Archaeological Investigation" means the examination of a physical land area, including subsurface deposits, for the purpose of obtaining information on the archaeological resources located on, in, or under the land, using the methods and techniques of archaeology, as specified in the RIHPHC Performance Standards And Guidelines For Archaeological Projects (Standards for Archaeological Survey). Archaeological investigations carried out to comply with 23-18 should be conducted under a permit from the RIHPHC.
- d) "Family cemetery" means an historic cemetery that is not associated with a specific religious organization but that is the site of burial for persons related by blood, marriage or household.
- e) "Historic cemetery" or "historical cemetery" means any tract of land which has been for more than one hundred (100) years used as a burial place for human remains, whether or not marked with an historic marker or gravestone, including, but not limited to, ancient burial places

known or suspected to contain the remains of one or more Native Americans. A historic cemetery may contain one or more graves or burial sites. In order to meet the requirement of 23-18-11(b), the term "historic cemetery" also refers to an area twenty-five (25) feet in width around the perimeter of the cemetery. [23-18-1(5) and 23-18-11(b)]

- f) "Human remains" means any parts or remains of deceased persons, including skeletal remains or cremated ashes.
- g) "Grave" means any site where human remains have been interred. The term grave includes grave markers, funerary objects, and cultural remains and artifacts associated with the interment. A grave shall include mausoleums, crypts or other structures designed to house human remains.
- h) "Least disruptive" means a method of construction, excavation, removal or any other activity that has the least destructive impact on the historic cemetery, grave, or human remains.
- i) "Owner" means the owner of a parcel of land.
- j) "Religious cemetery" means any cemetery owned or maintained by a religious organization.
- k) "Religious organization" means an organization representing the adherents of any religious society.
- l) "Site alteration plan" means a document showing in written text and graphic plan the proposed alteration of an historic cemetery, archaeological burial site or family cemetery, including detailed specifications for alteration, removal and reinterment of human remains.

4. Registering Historic Cemeteries [23-18-10.1]

- a) The recorder of deeds in every city and town shall maintain a register of all historic cemeteries located within the city or town. The register of historic cemeteries shall include information that documents the historic cemetery. A historic cemetery may be registered on the basis of currently available information.
- b) The recorder of deeds shall provide information about the location of each registered historic cemetery to the tax assessor, and the tax assessor shall record each registered historic cemetery on the appropriate tax assessor's map with a symbol consisting of the letters "CEM" inside a rectangle.
- c) It shall be the responsibility of the owner to provide information about the historic cemetery to the recorder of deeds. Every deed presented for recording a transfer in ownership of property that has an historic cemetery located on it shall have endorsed upon the deed, in capital

letters, a notation that a historic cemetery is located on the property. Failure to comply with this section shall not affect the validity of any deed. [34-11-1.5]

d) When registering a historic cemetery, the recorder of deeds should give consideration to the following information and may consult with the RIHPHC.

(1) Religious, Institutional, and Public Historic Cemeteries. Historic cemeteries owned or maintained by religious, private, or public institutions typically have good documentation of their boundaries and their interments. They are highly visible; their boundaries generally are well-defined; they are recorded in local records; and there may be records and plans of interments. Many have perpetual care and maintenance programs. For registration purposes, documentation should include mapping and visual evidence of individual grave markers and of a fence or wall enclosing the cemetery (if present); a written description of the cemetery, its age and condition and historical importance; a listing of names and vital dates of those interred; and a cemetery plan indicating position of graves. Adequate documentation may consist of summary information and reference to the location of additional records.

(2) Family Cemetery. Family historic cemeteries may be documented in town land records. Physically they often have a readily apparent form with burials arranged in rows or organized by family groupings, and sometimes enclosed by a stone wall or iron fence. Graves generally are marked by headstones; some have headstones and footstones. Typically, gravestones are shaped and inscribed. Plain fieldstone markers with minimal shaping and no inscriptions are also common, especially from the colonial period, and some historic cemeteries consist entirely of uninscribed markers.

For registration purposes, documentation should include a summary of any relevant land evidence records, a location map, a cemetery plan indicating position of graves and a visual record of individual grave markers and of any fence or wall, whole or remnant, enclosing the cemetery; a written description of the cemetery, its age and condition and historical importance; and a listing of names and vital dates of those interred. Whether enclosed or not by a fence or wall, Family Cemeteries are usually spatially discrete. However, boundary definition generally requires a study of the twenty-five (25) foot buffer area outside and adjacent to the enclosure because unrecorded and unmarked graves sometimes occur outside the enclosure.

Some Family Cemeteries are unmarked and difficult to see. Cemeteries without enclosures, marked only by rough fieldstones, or those whose grave markers have been removed may be discovered inadvertently when graves are disturbed during a construction project.

Archaeological documentation generally is of two kinds: non-intrusive and intrusive. In an area of a suspected grave or graves, non-intrusive archaeological testing can be used to expose just the top of a grave shaft or burial feature without exposing a burial container or human remains. This limited testing may provide sufficient documentation when other graves are known to exist nearby. Alternatively, in some situations it may be necessary to excavate a

suspected grave or burial feature to determine if human remains or associated cultural remains or artifacts are present. Archaeological investigation should be performed by a qualified archaeologist working under a permit issued by the Historical Preservation & Heritage Commission. Examination of human remains should be performed by a qualified physical anthropologist, paleopathologist, or a forensic specialist. Intrusive investigation should occur only when absolutely necessary, as exposing or removing human remains damages the integrity of the burial and is considered an act of desecration by many people. The Historical Preservation & Heritage Commission's Performance Standards for Archaeological Survey provide guidance on archaeological verification.

(3) **Archaeological Burial Site.** Native American historic cemeteries and burials frequently are unmarked and unrecorded. An archaeological burial site may be hundreds or even thousands of years old. Since the beginning of European settlement in the 1600s, many Native American burial places have been lost as the land was developed. However, many Indian cemeteries and burials still exist, and some have been re-discovered during construction projects and archaeological investigations.

Native American historic cemeteries vary greatly in form and complexity, but generally they can be described by three sub-types: (a) single isolated burials; (b) tightly-organized, spatially compact cemeteries that contain multiple graves; (c) one or more groups of burials of various sizes that can be spread across a large area. As an example of the latter, the West Ferry Narragansett Indian Cemetery in Jamestown contains grave clusters as much as seventy-five (75) feet apart from each other. Within each of these subtypes, the specific kind of burial may include individual graves, cremation burials, ossuaries, or a combination of the three. Native American graves frequently contain associated cultural remains or artifacts that were buried with the deceased person.

Documentation of an archaeological burial site may require written historical evidence, tribal oral history, or archaeological evidence. For registration purposes, documentation should include mapping of known graves; and a written description of the cemetery, its age, condition and historical importance. Deed records may include information about grave sites. Newspaper articles, published papers and unpublished manuscripts sometimes provide accounts of graves that were unearthed in the past during construction or other ground-disturbing activities. Tribal oral history and traditional knowledge may indicate the location of a historic cemetery, and may provide information about previous disturbance of graves by vandals or construction activities. Accounts of previous collecting of Indian artifacts may suggest the possible location of Indian graves.

The definition of "historic cemetery" includes "ancient burial places known or suspected to contain the remains of one or more American Indians." Places may be suspected to contain graves when historical or archaeological contextual information strongly suggests that graves might be present. For example, when unmarked Indian graves are found, additional graves may be dispersed in small or large groupings over a larger area. Contextual evidence may justify a strong suspicion that additional graves are present in areas that have not been examined.

Archaeological documentation generally is of two kinds: non-intrusive and intrusive. In an area of a suspected grave or graves, non-intrusive archaeological testing can be used to expose just the top of a grave shaft or burial feature without exposing a burial container or human remains. This limited testing may be sufficient documentation when other graves are known to exist nearby. Alternatively, in some situations it may be necessary to excavate a suspected grave or burial feature to determine if human remains or associated cultural remains or artifacts are present. Archaeological investigation should be performed by a qualified archaeologist working under a permit issued by the historical preservation & heritage commission. Examination of human remains should be performed by a qualified physical anthropologist, paleopathologist, or a forensic specialist. Intrusive investigation should occur only when absolutely necessary, as exposing or removing human remains damages the integrity of the burial and is considered an act of desecration by many people. The Historical Preservation & Heritage Commission's Performance Standards for Archaeological Survey provide guidance on archaeological verification.

Stone piles are suspected by some people to mark Native American burials. In Rhode Island there is no documentary or archaeological evidence linking stone piles to human burials. However, Narragansett Tribal history holds that some stone piles indicate the location of graves or have ceremonial importance. In Connecticut, there is archaeological evidence that links stone piles with human burials at the Long Pond Pequot Indian cemetery. In the Canadian Maritimes, there are many examples of stone pile burial markers that have been studied and documented by professional archaeologists.

While stone piles can vary greatly in shape and size, those most often suspected to be Indian burial or ceremonial features generally have an oval, round or conical appearance. Some of these stone piles rise just above the surface of the ground, consisting of one or more courses of cobblestones; others, constructed of cobbles and fieldstones of various shapes and sizes, rise several feet above the surface of the ground. Before conducting any archaeological verification that would require disturbing a stone pile, consideration should be given to its possible ceremonial nature and spiritual significance and the feasibility of leaving the feature intact.

5. Regulation of Excavation or Construction at Historic Cemeteries [23-18-11 & 11.1]

(a) It shall be unlawful for any person to disturb, excavate, deposit fill, remove or destroy buried human remains, grave markers, funerary objects or associated cultural remains and artifacts, or conduct any other activities that would damage or diminish the integrity of any historic cemetery or any historic structure or gravesite located in a historic cemetery without first obtaining a permit from the city or town council to alter or remove said historic cemetery.

(b) This requirement shall not apply to the ordinary installation of gravesites or monuments, markers, or mausoleums. Nothing in this regulation shall be deemed to prohibit the routine maintenance and repair of historical gravesites, nor shall it contravene the authority of municipal bodies under § 45-5-12 to hold, manage, repair, or maintain any neglected burial ground.

(c) No construction, excavation or other ground disturbing activity is allowed within twenty-five (25) feet of a recorded historic cemetery without first obtaining a permit from the city or town in accordance with section 5(d) or in accordance with sections 5(e), 5(f), and 5(g) of this regulation.

(d) The city or town building official may issue a permit to allow excavation or construction within twenty-five (25) feet of a historic cemetery when the boundaries of the cemetery are adequately documented and there is no reason to believe additional graves exist outside the recorded cemetery and the proposed construction or excavation activity will not damage or destructively alter the historic cemetery through erosion, flooding, filling, or encroachment. In order to assure adequate documentation for the purposes of this section, the building official may require the property owner at his or her expense to undertake an archaeological investigation which is conducted under a permit issued by the Historical Preservation & Heritage Commission to determine the boundaries of the unmarked cemetery and to establish that additional graves do not exist in an area twenty-five (25) feet in width along the perimeter of any cemetery, grave or archaeological burial site. A written report shall be produced incorporating the findings of the archaeological investigation in text and graphic form. A copy of the report shall be provided to the building official and to the Historical Preservation & Heritage Commission. In the event the building official denies a request for a permit, the owner may apply for approval by the city or town council in accordance with sections 5(e), 5(f), and 5(g) of this regulation.

(e) The city or town council may issue a permit to allow the alteration or removal of a historic cemetery or excavation or construction within twenty-five (25) feet of a historic cemetery only after concluding, based on evidence submitted to the council at a public hearing, that all alternatives to the proposed activity have been examined and that no prudent and feasible alternative to the proposed activity is possible.

(f) In order for the city or town council to clearly assess the proposed project, the following information should be submitted unless otherwise required by the city or town council. When evaluating the information submitted, the city or town council shall consult the register of historic cemeteries maintained by the recorder of deeds and should give consideration to the types of information described in section 4.d "Registering Historic Cemeteries." The city or town council may request and consider comments of the Historical Preservation & Heritage Commission regarding documentation of the historic cemetery or gravesite.

(1) Detailed site plans drawn to scale and stamped by a registered land surveyor at a minimum scale of one (1) inch equals forty (40) feet, showing the boundaries of the property in question, topographical contour intervals of no more than one foot, a surveyed boundary of the cemetery and a setback area of no less than twenty-five (25) feet, and a plan of all improvements proposed on the site that necessitate disturbance of the cemetery;

(2) (i) A written description of the cemetery; its age and condition; historical importance; whether the cemetery is religious, family, publicly owned or other kind of cemetery; Registration and Protection of Historic Cemeteries (5/9/2012)

a listing of names and vital dates of those interred as may be determined from grave markers on site; and a cemetery plan indicating position of graves, and to the extent possible, the identities of those interred;

(ii) When an application has been made for alteration, construction, or excavation at a historic cemetery and the boundary is unknown or in doubt, the applicant, at his or her own expense, shall conduct an archaeological investigation to determine the actual boundaries of the cemetery prior to final consideration by the city or town council of the application to alter or remove it. Archaeological investigation shall be performed by a qualified archaeologist working under a permit issued by the Historical Preservation & Heritage Commission and a report shall be submitted to the city or town council.

Alternatively, when the applicant proposes to preserve the historic cemetery, grave, or archaeological burial site, the city or town council may accept the results of an archaeological investigation of the proposed site alteration area that demonstrates that no graves or archaeological burial sites are affected. The archaeological investigation shall be performed by a qualified archaeologist working under a permit issued by the Historical Preservation & Heritage Commission and a report shall be submitted to the city or town council.

(iii) When an application has been made for alteration, construction, or excavation at a historic cemetery that is suspected to contain graves or archaeological burial sites based on historical or archaeological contextual information and the boundary is unknown or in doubt, the applicant, at his or her own expense, shall conduct an archaeological investigation of the proposed site alteration area that demonstrates that no graves or archaeological burial sites are affected. The archaeological investigation shall be performed by a qualified archaeologist working under a permit issued by the Historical Preservation & Heritage Commission and a report shall be submitted to the city or town council.

(3) A detailed site alteration plan indicating the extent of proposed disruption of the cemetery, methods of construction or removal of human remains, reburial plan, including in text and plan the relocation of graves;

(4) In the event of a religious, institutional, or public historic cemetery, identification of the owner and reference to additional records;

(5) In the event of a family cemetery, a genealogical study to identify whether descendants of the families of the interred can be identified and if any descendants still reside in Rhode Island;

(6) In the event of an archaeological burial site or Native American historic cemetery, the results of archival research and professional archaeological investigation performed by a qualified archaeologist working under a permit issued by the Historical Preservation & Heritage Commission, and a listing of the Indian Tribe or Tribes whose ancestral lands included the property;

(7) Whether the cemetery or burial place has significant archaeological, artistic, or historical value and if further studies will be completed as part of its alteration or removal; and

(8) Any further information and study the city or town council deems reasonably necessary to complete its consideration of the request to alter a historic cemetery or gravesite in compliance with RIGL 23-18, including whether the alteration or removal serves the interests, health, welfare and safety of the public and is not for commercial or personal expediency.

(g) Hearing by the city or town council.

(1) Public Notice. Upon receipt of the required documentation, the city or town council shall set the date of hearing and cause the matter to be publicly advertised at the applicant's expense in a local newspaper not less than two weeks prior to the hearing. The Historical Preservation & Heritage Commission shall simultaneously be notified and an advisory opinion shall be requested of the city or town planner.

(2) Notice to Interested Parties. Interested Parties shall be provided with reasonable notice of the hearing and shall be permitted to provide written and oral testimony.

(i) In the event of archaeological burials and historic Native American graves, the city or town shall provide notice by regular mail of the subject, date and time of the public hearing to the Narragansett Tribal Historic Preservation Officer, the Tribal Council of the Aquinnah Wampanoag Indian Tribe, the Tribal Council of the Mashpee Wampanoag Indian Tribe, and the Tribal Council of the Mashantucket Pequot Indian Tribe.

(ii) In the event an application involves the cemetery of an extant religious society, an extant institution, or a public body, notice of the hearing shall be provided by regular mail.

(iii) In the event the application involves a family cemetery, the interred of which have living lineal descendants, the applicant, at his or her expense, shall make all reasonable efforts to notify lineal descendants, including sending notice to descendants via certified mail, or publication of the notice in a daily newspaper of statewide circulation at least once per week for three successive weeks prior to the hearing.

(iv) In the event the city or town has established a historic district commission in accordance with Rhode Island General Laws 45-24.1, a copy of the application shall be submitted to the historic district commission for deliberation whether to issue a certificate of appropriateness.

(3) Burden of Proof. At the hearing, the applicant shall prove to the satisfaction of the city or town council that:

(i) The applicant has examined all alternatives and conclusively demonstrated that no prudent or feasible alternative to the proposed alteration is possible, including redesign of the proposed site alteration, construction, or excavation in order to preserve the historic cemetery, grave, or archaeological burial site; or [23-18-11.1(1)]

(ii) That the proposed alteration serves the interests of health, welfare and safety of the public.

(4) Final Action. The city or town council shall conduct a public hearing on the proposed project and shall render a decision approving, denying or approving with reasonable conditions, the proposed site alteration plan, and may set other requirements of the applicant deemed sufficient to carry out the purposes of RIGL 23-18 including but not limited to:

(i) The city or town council may require that the alteration or removal of a historic cemetery or gravesite be carried out under the supervision of a professional archaeologist acting under a permit issued by the Historical Preservation & Heritage Commission. [23-18-11.1(c)]

(ii) The city or town council may require that the applicant file an accurate record with the recorder of deeds of any relocation of a historic grave or archaeological burial site to insure that any remains removed are properly re-interred and the location of the new interment is recorded. A report of any grave removal and relocation from one cemetery or burial ground to another shall be filed in the clerk's office for each municipality and shall, to the extent permitted by law, be available for public inspection. In instances where there is a headstone or other burial marker identifying the original grave, the headstone or burial marker shall be erected on the site to which any remains are transferred. [23-18-11.2]

6. Previously Unknown Historic Cemeteries or Archaeological Burial Sites [23-18-11(c)]

(a) Discovery. Whenever a previously unknown cemetery, unmarked cemetery, archaeological burial site, or human skeletal material is inadvertently located during any construction, excavation, or other ground disturbing activity, including archaeological excavation, the building official of the city or town where the discovery is located shall be immediately notified. The building official shall, in turn, notify the state medical examiner and the Historical Preservation & Heritage Commission if the grave, cemetery, or skeletal material appears to be historic.

(b) Cessation of Construction or Excavation Activity. The city or town building official shall require the cessation of construction or excavation activity.

(c) Archaeological Investigation. Prior to the continuation of any further construction, excavation, or other ground disturbing activity, and unless the provisions of § 23-18-7 shall apply, the property owner at his or her expense shall undertake an archaeological investigation which should be conducted under a permit issued by the Historical Preservation & Heritage Commission.

Commission to determine the boundaries of the unmarked cemetery. In addition, the archaeological boundary investigation shall establish an area twenty-five (25) feet in width along the perimeter of any grave or archaeological burial site. A written report shall be produced incorporating the findings of the archaeological investigation in text and graphic form. A copy of the report shall be provided to the building official and to the Historical Preservation & Heritage Commission. [25-18-11(c)]

Alternatively, in order to avoid historic graves or archaeological burial sites, the property owner may redesign the proposed site alteration plan and conduct an archaeological investigation under a permit issued by the Historical Preservation & Heritage Commission to demonstrate that no graves or archaeological burial sites will be affected and that at least twenty-five (25) feet separates the proposed project from any grave or archaeological burial site. A written report shall be produced incorporating the findings of the archaeological investigation in text and graphic form. A copy of the report shall be provided to the building official and to the Historical Preservation & Heritage Commission.

(d) Recording as a Historic Cemetery. In the event that the cemetery meets the criteria for a historic cemetery, the building official shall so advise the recorder of deeds of the city or town who shall record and register the cemetery in accordance with the provisions of this regulation.

(e) Continuing Construction or Excavation Activity. The building official may allow the construction or excavation activity to continue provided that the requirements of this regulation are met with regard to a historic cemetery or archaeological burial site, and in conformance with any other city or town regulations.

7. Penalties.

(a) Any person convicted of violating the provisions of 23-18 shall be subject to a fine of not more than one thousand dollars (\$1,000) and such fine shall be deemed civil in nature and not a criminal penalty. Each day that a violation remains unresolved shall be deemed to be a separate and distinct violation. [23-18-11.2]

(b) The provisions of this section shall be considered to be in addition to any other penalties provided for desecration or vandalism to cemeteries.

8. Abatement from taxation. In accordance with Rhode Island General Laws 44-3-63, city and town councils are authorized to provide by ordinance an abatement from taxation for any real property on which is located a historical cemetery registered in accordance with this regulation and to provide by ordinance for full or partial reimbursement of expenses incurred in repairing and maintaining such historical cemeteries, including walls or fences surrounding such cemeteries.

9. Neglected Historic Cemeteries. (a) In accordance with Rhode Island General Laws 45-5-12, city and town councils are authorized to take possession of and hold neglected, or abandoned historic cemeteries, whenever they can take possession without opposition from the persons interested in those grounds. The councils may take, hold, and manage in trust all funds given to the councils to keep these grounds in repair or for ornamenting or improving these grounds, and may in their discretion appropriate from the treasury of their town money for the purpose of keeping in repair, preserving the monuments, and maintaining any neglected historic cemetery.

(b) Any person interested in caring for a historic cemetery which has not been maintained and the owner of which is unknown or whose present address is unknown, may petition the city or town council for permission to clean up and maintain that burial ground at the person's own expense. Upon approval of this petition on any conditions the council may deem appropriate, the council shall cause an advertisement to be placed in a local newspaper providing notice that the burial ground is to be entered and cleaned up and thereafter maintained, and notifying persons with a property interest in this burial ground who have objections to come forward by a date certain.

10. Appeal. Any person or persons aggrieved by a decision of the city or town council shall have the right of appeal concerning the decision to the superior court and from the superior court to the supreme court by writ of certiorari. [23-18-11.1]

11. Severability. If any section, clause, provision or portion of this regulation shall be held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of any other section, clause, provision or portion of this regulation.

12. These regulations are in addition to any other authorities exercised by RIHPHC under state or federal statutes or regulations.

LEGAL ADVERTISEMENT: Please insert in the October 17th and October 24th, 2024 Jamestown Press editions in the "Legal Ad" section

JAMESTOWN, RHODE ISLAND

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, 2024 to November 30, 2025:

RENEWAL:

CLASS A (PACKAGE STORE) - RETAIL

Tunstall, LLC

dba: Grapes & Gourmet

9 Ferry Wharf

Varsha, Inc.

dba: Jamestown Wine & Spirits

30 Southwest Avenue

CLASS B – VICTUALER

Conanicut Restaurant Group II, LLC

dba: Beech

13 Narragansett Avenue

Epic Decade, LLC

dba: Curiosity & Co.

14 Narragansett Avenue

Jamestown Locos, LLC

dba: Narragansett Café

25 Narragansett Avenue

Jamestown Marina Beverage Operations, LLC

dba: One Ferry Wharf

3 East Ferry Wharf

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

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

VHBC, LLC
dba: Village Hearth Bakery & Café
2 Watson Avenue

CLASS BT – TAVERN
JB'S on the Water, LLC
dba: JB'S on the Water
150 Conanicus Avenue

CLASS D FULL (CLUB)
Conanicut Yacht Club
dba: Conanicut Yacht Club
40 Bay View Drive

CLASS B -- LIMITED
Our Table, LLC
dba: Our Table
53 Narragansett Avenue

The above applications will be in order for hearing at a meeting of said Licensing Board on **Monday, November 18, 2024 at 6:30 p.m.** at which time and place all remonstrates may make their objections against granting these licenses.

By Order of the Town Council
Roberta J. Fagan
Town Clerk

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

Town of Jamestown

Town Administrator

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9805

Edward A. Mello
Town Administrator

MEMORANDUM TO: Honorable Town Council
FROM: Town Administrator, Edward A. Mello
DATE: September 12, 2024
SUBJECT: Report for Town Council Meeting September 16, 2024

RIDOT Bike Design Grant- Seeking consent to execute a grant agreement with RIDOT in the amount of \$100,000 to further develop the study and design of work that was begun in 2021. The design would focus on a multi-phase approach which would develop a safe pathway from Eldred Avenue continuing south on East Shore Road to Conanicus Avenue. This would likely include three-way stops and crosswalks at the intersection of Eldred Avenue and East Shore Road as well as the intersection of East Shore Road and Conanicus Avenue. It would include the development of safe designated parking on the east side of East Shore Road, Potter's Cove. It would include repurposing of the current "slip" lanes at the Eldered and Conanicus Avenue intersections to more of a recreation and green space purpose. It will include options for the RT 138 East off ramp that will help mitigate and reduce highway speeds as vehicle enter into recreational and residential areas. (consent agenda)

Jamestown Housing Project-The JHA has been working toward the replacement of its current heating system with the installation of electric heat pump and HVAC systems in each unit. The project has also required a significant upgrade to the electrical system for the complex. The projects have been federally funded.

The project now requires a moderate amount of excavation on the site to install conduits. As such, this would require monitoring by the Narragansett Indian Tribal Historic Preservation Office. I am seeking consent to approve \$6,000 of Town funding for this portion of the monitoring. (consent agenda)

**PUBLIC HEARING NOTICE
TOWN OF JAMESTOWN**

1
2
3 Notice is hereby given that the Town Council of the Town of Jamestown will conduct a public
4 hearing on the ___ day of _____, 2024 at the Jamestown Town Hall, 93 Narragansett
5 Avenue on the following proposed amendment to the Code of Ordinances regarding **Chapter 34**
6 – **Article II Parking**. Opportunity shall be given to all persons interested to be heard upon the
7 matter at the public hearing. The following proposed ordinance amendment is under consideration
8 and may be adopted and/or altered or amended prior to the close of the public hearing without
9 further advertising, as a result of further study or because of the views expressed at the public
10 hearing. Any alteration or amendment must be presented for comment in the course of the public
11 hearing. The proposed amendment is available for review at the Town Clerk’s Office between the
12 hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Holidays and at
13 www.Jamestownri.gov.

14
15 Section 1. The Town Council of the Town of Jamestown does hereby resolve that the
16 Jamestown Code of Ordinances, **Chapter 34 - Article II Parking**. As the same may have been
17 heretofore amended, is hereby amended by changing the text of the Chapter, as follows:

18
19 NOTE: words set as strikethrough are to be deleted from the ordinance; words underlined
20 are to be added to the ordinance.

21
22 See Exhibit A, attached hereto and incorporated herein by reference.

23
24 NOTE: amendments to the terms and conditions set forth at Exhibit A may be made based
25 on comments received during the public hearing.

26
27 Section 2. The Town Clerk is hereby authorized to cause said changes to be made to **Chapter**
28 **34** of the Town of Jamestown’s Code of Ordinances.

29
30 Section 3. This Ordinance shall take effect upon its passage.

31
32 Ad Date(s):
33 Publication Source: Jamestown Press
34 Hearing Date:
35 Action:
36 Certified:

37
38
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43

1 ARTICLE II. - PARKING

2
3 DIVISION 1. - GENERALLY

4 Sec. 34-21. - Definitions.

5 The following words, terms and phrases, when used in this article, shall have the meanings ascribed
6 to them in this section, except where the context clearly indicates a different meaning:

7
8 Trailer means any structure used or intended to be used or capable of being used as permanent or
9 temporary living quarters by any person, which is mounted upon wheels and which may be
10 removed from place to place either by its own power or power supplied by some vehicle attached
11 to it or to be attached to it which includes but is not limited to travel trailers, pickup campers or
12 coaches, motorized dwellings, and/or recreational vehicles (RVs),

13
14 Secs. 34-22—34-40. - Reserved.

15
16 DIVISION 2. - PERMIT PROHIBITED USE

17 Sec. 34-41. - ~~Required.~~ Prohibited Use

18 No person shall park or leave any trailer ~~either along or attached to another conveyance~~ on any
19 street or public highway, nor shall any person keep or maintain any trailer upon any lot or parcel
20 of land, for the purpose of living or dwelling therein, nor shall any person live or dwell in any
21 trailer or use any trailer for a place of habitation in the town, ~~unless and until a permit shall have~~
22 ~~been granted to such person by the town council, except as is provided in section 34-42 with regard~~
23 ~~to temporary permits.~~

24
25 ~~Sec. 34-42. - Temporary permit.~~

26 ~~The police department is authorized and directed to issue temporary trailer parking permits. Such~~
27 ~~temporary permits shall be revoked immediately if objections are made as provided in section 34-~~
28 ~~43. Temporary police department trailer permits, if not sooner revoked, shall remain in effect until~~
29 ~~the second meeting of the town council subsequent to the date of the temporary permit.~~

30
31 ~~Sec. 34-43. - Objection by adjacent owner.~~

32 ~~No such permit shall be granted by the town council if there is written objection of any owner of~~
33 ~~adjoining property to the lot or parcel of land upon which it is proposed to park the trailer.~~

34
35 ~~Sec. 34-44. - Application; fee.~~

36 ~~Every applicant for a permit to park a trailer as provided in this division shall file in the office of~~
37 ~~the town clerk an application to the town council for such proposed parking place, the name of the~~
38 ~~owner or proprietor, the toilet and sanitary facilities and equipment in such parking place, and~~
39 ~~deposit with the town clerk a fee as provided in appendix C for such permit.~~

40
41 ~~Sec. 34-45. - Approval by health authority.~~

42 ~~No person shall be granted any such permit unless and until the health authority shall have filed~~
43 ~~with the town council written approval of the application for a permit.~~

44
45 ~~Secs. 34-46—34-65. - Reserved.~~

1 Secs. 34-42 – 34-65. – Reserved.

TOWN COUNCIL MEETING MINUTES
Tuesday, September 3, 2024
6:15 P.M.

I. TOWN COUNCIL INTERVIEW SCHEDULE:

| TIME | NAME | COMMITTEE |
|------|-----------------------|------------------------------|
| 6:15 | Joyce Hooley Bartlett | 250 th Commission |

Due to a scheduling conflict, Joyce Hooley Bartlett was not able to attend the Town Council Interview.

II. ROLL CALL

A regular meeting of the Jamestown Town Council was held on September 3, 2024. Town Council Members present were as follows: Nancy A. Beye, Mary Meagher, Michael G. White, Randy White, and Erik Brine

Also, in attendance: Town Administrator Edward A. Mello, Solicitor Peter Ruggiero, Finance Director Christina Collins, Chief Jamie Campbell, Public Works Director Michael Gray, Town Planner Lisa Bryer, and Town Clerk Roberta Fagan.

III. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Town Council President Beye called the meeting of the Jamestown Town Council to order at 6:15 p.m. in the Jamestown Town Hall Rosamond A. Tefft Council Chambers at 93 Narragansett Avenue and led the Pledge of Allegiance.

IV. OPEN FORUM

- A) Scheduled request to address: None at this time.
- B) Non-scheduled request to address.

Marian Falla, 75 Green Lane, stated that Senator Dawn Euer secured funding for the Department of Business Regulation to enforce Short-Term Rental (STR) regulations. She enquired if the STR program was breaking even. Additionally, she questioned whether the Conanicut Island Sailing Foundation (CISF) proposal would be funded solely by CISF or if taxpayer funding would be used as well.

A motion was made by Vice President Meagher with a second by Councilor M. White to open the Public Hearing. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

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.

A) Public Hearings: Review, Discussion, and/or Action and/or Vote: Notice is hereby given that the Town Council of the Town of Jamestown will conduct a public hearing on September 3, 2024, at 6:30 P.M. at Jamestown Town Hall, 93 Narragansett Avenue, Jamestown, to obtain citizens' views of the proposed Community Development Block Grant application for improved housing opportunities for low and moderate-income families and individuals. Duly advertised in the August 15th edition of the Jamestown Press. Written comments will also be accepted by mail to P.O. Box 377, Jamestown, RI 02835 prior to the hearing.

1) Memorandum from Town Planner Lisa Bryer to the Town Council regarding the Program Year 2023 Community Development Block Grant Program

Vice President Meagher gave a brief overview of the proposed Community Development Block Grant application for improved housing opportunities for low and moderate-income families and individuals and how the grant funds could be utilized. Town Planner Lisa Bryer explained there are funding limitations for any one (1) project for the Jamestown Housing Authority.

There were no public comments.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the priority of projects and to submit the Community Development Block Grant. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

VI. ACKNOWLEDGEMENTS, ANNOUNCEMENTS PRESENTATIONS, RESOLUTIONS, AND PROCLAMATIONS

A) Review, Discussion, and/or Action and/or Vote: Resolution 2024-19: PY 2023 Community Development Block Grant Town Council Authorizing Resolution
Councilor M. White read Resolution 2024-19 aloud.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve Resolution 2024-19: PY 2023 Community Development Block Grant Town Council Authorizing Resolution. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

A motion was made by Vice President Meagher with a second by Councilor M. White to close the Public Hearing. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

VII. 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:

A) Town Administrator's Report: Edward A. Mello

1) Conanicut Island Sailing Foundation (CISF) Lease Amendment. (Consent).

After reviewing the plans for the new building at Ft. Getty, it was discovered that the proposed required rain garden would be located in Area B, which is designated as a shared flex space in the current lease. The rain garden is not expected to affect public or Town use of the area. Town staff are requesting approval to amend the lease to officially include this plan.

A motion was made by Vice President Meagher with a second by Councilor M. White to move Consent Agenda item C) up on the agenda: At the recommendation of Town Administrator Mello approval of the amended Lease Agreement between the Town of Jamestown and Conanicut Island Sailing Foundation (CISF) upon final review of the amended lease agreement by the Solicitor Peter Ruggiero. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

Meg Miles, Felucca Avenue representing CISF addressed the Town Council. The proposed amendments to the CISF lease and project will be paid by CISF, at no cost or burden to taxpayers.

A motion was made by Vice President Meagher with a second by Councilor Brine to approve the amended Lease Agreement between the Town of Jamestown and Conanicut Island Sailing Foundation (CISF) upon final review of the amended lease agreement by the Solicitor Peter Ruggiero. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

2) Road Paving update.

The public works department is getting ready to start road paving in the next few months. They are currently working on several drainage repair and water line projects before the paving begins. The paving contractor is scheduling projects in numerous communities across Rhode Island. Additionally, the DPW is repairing and replacing sidewalks along a section of North Road. The Town Council requested the list of the roads to be paved (reclamation and paving and/or pavement overlay) posted on the Town website.

3) Short-Term Rentals compliance and non-compliance update.

The staff has identified approximately eighteen (18) properties that we believe are currently operating in violation of their license as short-term rentals. The building official has issued a notice of violation to each property.

4) Business License renewals on the OpenGov portal.

The Town Clerk's office will be moving all business license renewals to the OpenGov Portal. Businesses must submit renewals for all licenses through the portal. Roberta hosted two information sessions to guide businesses through the process.

VIII. UNFINISHED BUSINESS

- A) Review, Discussion, and/or Action and/or Vote: Approval of the request(s) to the Town Council to grant an extension for a Temporary Trailer Permit as provided by the Town of Jamestown Code of Ordinances Section 34-42:
- 1) Request from Bennett and Debra Cinquegrana, for temporary trailer permit extension from August 19, 2024, to November 15, 2024, and copy of correspondence received.

Discussion ensued.

Vice President Meagher expressed concern about the conflicting Code of Ordinance and Zoning Ordinance. Granting an extension for the temporary trailer permit to the Cinquegranas could set a precedent. Vice President Meagher requested to place the repeal of Section 34-42 on the September 16th Town Council agenda.

Town Administrator Mello stated abutters were notified of the application for a Temporary Trailer Permit by the Cinquegranas. No response from the abutters has been received.

Vice President Meagher made a motion to deny the request for an extension.

Mr. Cinquegrana, 50 Prospect Avenue, addressed the Town Council asking if a written complaint has been received. The Cinquegrana's have worked to clean up the property, remove hazardous material, and debris; and strive to be good neighbors. Their legal residence is in Florida. They were issued a building permit in May or June 2024. Vandalism and theft took place before the Cinquegrana's moved into their recreational vehicle located on the property.

Chief Campbell confirmed there has been no reported theft or vandalism recently.

A motion was made by Councilor M. White with a second by Councilor Brine to grant the extension request from the Cinquegranas for a Temporary Trailer Permit from August 19, 2024, to November 15, 2024. Vote: President Beye, Aye; Vice President Meagher, Nay; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- B) Review, Discussion, and/or Action and/or Vote: Jamestown Bike Path Committee recommendations, and/or adoption of the proposed Jamestown Bicycle and Pedestrian Master Plan (BPMP).

Discussion ensued.

A motion was made by Vice President Meagher with a second by Councilor Brine to accept and approve the Jamestown Bicycle and Pedestrian Master Plan as a policy and project plan to guide future road improvements, and bicycle and pedestrian projects. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- C) Review, Discussion, and/or Action and/or Vote: Approval to extend the term(s) of the Jamestown Elections Training and Advisory Ad hoc Committee by six months, until March 8, 2025.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve extending the term(s) of the Jamestown Elections Training and Advisory Ad hoc Committee until November 12, 2024. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

IX. NEW BUSINESS

- A) Review, Discussion, and/or Action and/or Vote: At the request of Parks and Recreation Director DeFalco approval of the proposed Fort Getty Off-Season Dry Boat Storage:
 - 1) Memorandum from Parks and Recreation Director DeFalco regarding Fort Getty Off-Season Dry Boat Storage Proposal

Parks and Recreation Director DeFalco gave a brief overview of the proposed Fort Getty Off-Season Dry Boat Storage. May 1st would be the deadline for the removal of the winter storage boats in advance of the 2025 Fort Getty Seasonal Camping and Boat storage begins. The boats and trailers would be required valid registrations.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the proposed Fort Getty Off-Season Dry Boat Storage. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye

- B) Review, Discussion, and/or Action and/or Vote: At the request of Parks and Recreation Director DeFalco approval to move forward with the Fireplace at the Fort Getty Rembijas Pavilion:
 - 1) Memorandum from Parks and Recreation Director DeFalco regarding the installation of a fireplace at the west end of the Fort Getty Rembijas Pavilion.

Parks and Recreation Director DeFalco explained the next steps to move forward on the design, costs, and timeline for a fireplace at the west end of the Fort Getty Rembijas Pavilion.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the request of Parks and Recreation Director DeFalco to move forward with the planned Fireplace at the Fort Getty Rembijas Pavilion. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye

X. ORDINANCES, APPOINTMENTS, VACANCIES, AND EXPIRING TERMS

- A) Appointments, Vacancies, and Expiring Terms; Review, Discussion, and/or Action and/or Vote:
 - 1) Jamestown 250th Commission, Five to Seven (5-7) member vacancy, for a term ending December 1, 2027, duly advertised in the February 15th and 22nd editions of the Jamestown Press:
 - a) Interested Applicant(s)
 - i) Joyce Hooley Bartlett
 - Application received June 12, 2024.
 - Interview scheduled for September 3, 2024.

XI. CONSENT AGENDA

- A) Adoption of Town Council Meeting Minutes
 - 1) August 19, 2024 (Regular Meeting)
- B) Minutes of Boards/Commissions/Committees
 - 1) Planning Commission (July 17, 2024)
 - 2) Planning Commission (August 7, 2024)
 - 3) Zoning Board of Review (July 23, 2024)
- C) At the recommendation of Town Administrator Mello approval of the amended Lease Agreement between the Town of Jamestown and Conanicut Island Sailing Foundation (CISF) upon final review of the amended lease agreement by the Solicitor Peter Ruggiero.
- D) At the recommendation of Parks and Recreation Director DeFalco authorization to award the Recreation Software to the highest and only bidder Xplor Recreation for an amount not to exceed \$12,000 per year, upon final review of the contract by the Solicitor Peter Ruggiero.
- E) At the request of Town Planner Lisa Bryer and the Jamestown Planning Commission, approval of the request to the Town Council to extend the Multi-Family Moratorium for an additional 6 months, to expire on March 18, 2025.
- F) Ratification of the Administratively approved Short-Term Rental application for the period of August 19, 2024, through December 31, 2024:
 - 1) STR-130, Christina Ardente, 76 Battery Lane
- G) Ratification of the Administratively approved One-Day Vendor/Peddler/MFE License Application: Mumsy's Ice Cream Delights, sub-applicant to Sunflower Festival (ODVP-24-7), August 24, 2024, Jamestown School/Lawn Avenue.
- H) One-Day Event/Entertainment License Applications: All One-Day Event/Entertainment license application approvals are subject to any COVID-19 protocols in effect at the time of the event:
 - 1) Applicant: Jamestown Recreation Department
 Event: Fright Night IV (ENT-24-22)
 Date: October ~~18~~ 19, 2024 (rain date October 20th)
 Location: Fort Getty Park
 - 2) Applicant: Jamestown Arts Center (JAC)
 Event: MATERiAL MATTERS(ENT-24-23)
 Date: September 20, 2024
 Location: JAC, 18 Valley Street

Vice President Meagher read aloud each Short-Term Rental host application name and address, asking those in attendance for any objections or comments to be known.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the Short-Term Rental applications for licensing as listed on the Consent Agenda. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor R. White, Aye; and

Councilor M. White, Aye.

A motion was made by Vice President Meagher with a second by Councilor M. White to accept the Consent Agenda as amended. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; Councilor R. White, Aye; and Councilor Brine, Aye.

Communications were acknowledged.

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

- A) Communications Received:
 - 1) Copy of article to: Town Council
From: Marian Falla
Dated: August 15, 2024
Re: Taxes Forcing Out Middletown Families
 - 2) Copy of notice to: Town Council
From: Coastal Resource Management Council
Dated: August 23, 2024
Re: Meeting Notice
- B) Proclamations and Resolutions from other Rhode Island Cities and Towns
 - 1) Resolution of the Town of Charlestown in Support of Funding for Emergency Temporary Repair of the Charlestown Breachway West Wall.

A motion was made by Vice President Meagher to move into Executive Session with a second by Councilor M. White. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

XIII. EXECUTIVE SESSION

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

- A) The Town Council may convene into Executive Session to discuss, take possible action, and/or vote pursuant to the relevant requirements of R.I.G.L. § 42-46-5(a) Subsection (1) Personnel (job performance, character, or physical or mental health of Town Administrator Edward Mello; Performance Review; provided that such person affected shall have been notified in advance in writing and advised that he may require that the discussion be held at an open meeting). Discussion and/or Potential action, announcement, and/or vote(s) from Executive Session and/or Open Session concerning Town Administrator Performance Review; with terms and conditions of employment to be discussed and voted upon by the Town Council at the meeting.

A motion was made by Vice President Meagher to seal the minutes and adjourn from Executive Session with a second by Councilor M. White. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

It was announced that no votes were taken.

The Town Council reconvenes the regular meeting.

XIV. ADJOURNMENT

A motion was made by Vice President Meagher with a second by Councilor Brine to adjourn at 7:45 p.m. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

Attest:

Roberta J. Fagan, Town Clerk

Town of Jamestown

Finance Department

Town Hall

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9809 Fax 401-423-7229

Email: ccollins@jamestownri.net



Christina D. Collins
Finance Director

MEMORANDUM

TO: Edward A. Mello, Town Administrator

FROM: Christina D. Collins, Finance Director

DATE: September 13, 2024

SUBJECT: Budget to Actual- General Fund

A handwritten signature in black ink, appearing to be "C. Collins", is written over the "FROM" line of the memorandum.

Attached is the Budget to Actual report for the Fiscal Year 2024. The report contains the expenses that have been paid through June 30, 2024.

Please do not hesitate to contact me with any questions or concerns.

Budget vs Actual - Expenditures
TOWN OF JAMESTOWN, RI
For 6/30/2024

Run: 9/13/2024 at 11:10 AM

| | Annual Budget | P-T-D Actual | Y-T-D Actual | Remaining \$ | % of Budget |
|---|---------------------|-------------------|---------------------|--------------------|---------------|
| 1100 7001 70101 00 Salaries | 13,800.00 | 0.00 | 13,800.00 | 0.00 | 100.00 |
| 1100 7001 70302 00 Fees And Supplies | 500.00 | 0.00 | 233.91 | 266.09 | 46.78 |
| 1100 7001 70305 00 Advertising | 750.00 | 0.00 | 3,766.00 | (3,016.00) | 502.13 |
| Town Council Expenses | 15,050.00 | 0.00 | 17,799.91 | (2,749.91) | 118.27 |
| 1100 7002 70101 00 Salary, Town Administrator | 134,183.00 | 10,892.32 | 135,229.44 | (1,046.44) | 100.78 |
| 1100 7002 70102 00 Salary, Clerical | 70,700.00 | 6,798.01 | 70,699.25 | 0.75 | 100.00 |
| 1100 7002 70302 00 Fees And Supplies | 2,500.00 | 176.06 | 3,683.91 | (1,183.91) | 147.36 |
| 1100 7002 70303 00 Travel Expenses | 5,000.00 | 350.00 | 4,200.00 | 800.00 | 84.00 |
| Town Administrator Expenses | 212,383.00 | 18,216.39 | 213,812.60 | (1,429.60) | 100.67 |
| 1100 7003 70101 00 Salaries | 5,636.00 | 433.48 | 5,635.24 | 0.76 | 99.99 |
| 1100 7003 70302 00 Fees And Supplies | 1,200.00 | 187.40 | 794.52 | 405.48 | 66.21 |
| Probate Court Expenses | 6,836.00 | 620.88 | 6,429.76 | 406.24 | 94.06 |
| 1100 7004 70101 00 Salaries | 5,234.00 | 0.00 | 5,052.25 | 181.75 | 96.53 |
| 1100 7004 70102 00 Salary, Clerical | 1,878.00 | 0.00 | 2,893.00 | (1,015.00) | 154.05 |
| 1100 7004 70103 00 Salaries, Moderator & Sergeant | 1,450.00 | 125.00 | 1,419.72 | 30.28 | 97.91 |
| 1100 7004 70104 00 Election Supervisors | 7,922.00 | 0.00 | 5,758.50 | 2,163.50 | 72.69 |
| 1100 7004 70112 00 Election - OT | 1,326.00 | 0.00 | 1,023.30 | 302.70 | 77.17 |
| 1100 7004 70302 00 Fees And Supplies | 3,250.00 | 559.74 | 4,896.25 | (1,646.25) | 150.65 |
| 1100 7004 70305 00 Advertising And Printing | 700.00 | 0.00 | 977.50 | (277.50) | 139.64 |
| Election and Town Meeting Expenses | 21,760.00 | 684.74 | 22,020.52 | (260.52) | 101.20 |
| 1100 7005 70201 00 Professional Services - Legal | 125,000.00 | 11,067.00 | 104,719.00 | 20,281.00 | 83.78 |
| Legal Expenses | 125,000.00 | 11,067.00 | 104,719.00 | 20,281.00 | 83.78 |
| 1100 7006 70101 00 Salaries | 76,011.00 | 5,843.10 | 75,960.30 | 50.70 | 99.93 |
| 1100 7006 70102 00 Salary, Clerical | 114,173.00 | 11,311.40 | 111,148.36 | 3,024.64 | 97.35 |
| 1100 7006 70104 00 Clerk - OT | 540.00 | 0.00 | 957.36 | (417.36) | 177.29 |
| 1100 7006 70302 00 Fees, Supplies & Dues | 29,000.00 | 1,881.44 | 34,757.71 | (5,757.71) | 119.85 |
| 1100 7006 70305 00 Advertising | 3,800.00 | 391.26 | 6,124.26 | (2,324.26) | 161.16 |
| Clerks And Records Expenses | 223,524.00 | 19,427.20 | 228,947.99 | (5,423.99) | 102.43 |
| 1100 7007 70101 00 Salaries | 96,694.00 | 6,809.92 | 96,694.25 | (0.25) | 100.00 |
| 1100 7007 70102 00 Salary, Clerical | 40,170.00 | 3,862.52 | 40,363.24 | (193.24) | 100.48 |
| 1100 7007 70201 00 Sustainability Consultant | 7,000.00 | 0.00 | 7,000.00 | 0.00 | 100.00 |
| 1100 7007 70302 00 Fees, Supplies & Dues | 4,500.00 | 931.62 | 5,104.98 | (604.98) | 113.44 |
| Planning Expenses | 148,364.00 | 11,604.06 | 149,162.47 | (798.47) | 100.54 |
| 1100 7008 70201 00 Salaries, Zoning Board | 8,000.00 | 650.00 | 7,355.99 | 644.01 | 91.95 |
| 1100 7008 70302 00 Fees, Supplies & Dues | 2,500.00 | 316.80 | 3,556.25 | (1,056.25) | 142.25 |
| Zoning Expenses | 10,500.00 | 966.80 | 10,912.24 | (412.24) | 103.93 |
| 1100 7009 70900 00 Social Security Tax | 361,550.00 | 29,124.74 | 373,375.65 | (11,825.65) | 103.27 |
| 1100 7009 70901 00 Blue Cross/Delta Dental | 702,712.00 | 79,947.36 | 628,643.95 | 74,068.05 | 89.46 |
| 1100 7009 70902 00 Worker's Compensation | 85,000.00 | 0.00 | 68,585.00 | 16,415.00 | 80.69 |
| 1100 7009 70903 00 Retirement System | 350,000.00 | 97,151.68 | 373,273.00 | (23,273.00) | 106.65 |
| 1100 7009 70906 00 Life Insurance | 12,320.00 | 1,054.77 | 11,931.23 | 388.77 | 96.84 |
| 1100 7009 70907 00 General Liability Insurance | 110,000.00 | 0.00 | 118,711.69 | (8,711.69) | 107.92 |
| 1100 7009 70910 00 Salary Adjustment | 28,649.00 | 0.00 | 0.00 | 28,649.00 | 0.00 |
| 1100 7009 70911 00 FICA CLEARING ACCT | 0.00 | 0.00 | (0.05) | 0.05 | 0.00 |
| 1100 7009 70912 00 OPEB | 25,000.00 | 25,000.00 | 25,000.00 | 0.00 | 100.00 |
| 1100 7009 70920 00 Police Retiree Health | 104,550.00 | 10,191.60 | 116,343.00 | (11,793.00) | 111.28 |
| Personnel Expenses | 1,779,781.00 | 242,470.15 | 1,715,863.47 | 63,917.53 | 96.41 |
| 1100 7010 70100 00 Salary, Finance Director | 119,566.00 | 19,319.46 | 130,486.32 | (10,920.32) | 109.13 |
| 1100 7010 70101 00 Salaries- Dep. Tax Collector | 83,181.00 | 25,063.35 | 93,342.62 | (10,161.62) | 112.22 |
| 1100 7010 70201 00 Professional Services | 21,000.00 | 2,168.37 | 20,871.65 | 128.35 | 99.39 |
| 1100 7010 70302 00 Fees, Supplies & Dues | 22,000.00 | 1,224.41 | 19,238.97 | 2,761.03 | 87.45 |
| Finance Expenses | 245,747.00 | 47,775.59 | 263,939.56 | (18,192.56) | 107.40 |
| 1100 7011 70101 00 Salaries | 85,327.00 | 6,408.12 | 85,327.54 | (0.54) | 100.00 |
| 1100 7011 70302 00 Fees, Supplies, Dues | 13,880.00 | 970.78 | 14,341.98 | (461.98) | 103.33 |
| 1100 7011 70305 00 Advertising | 900.00 | 129.50 | 539.50 | 360.50 | 59.94 |
| Tax Assessor Expenses | 100,107.00 | 7,508.40 | 100,209.02 | (102.02) | 100.10 |
| 1100 7012 70201 00 Professional Services | 25,000.00 | 0.00 | 27,300.00 | (2,300.00) | 109.20 |
| Audit of Accounts Expenses | 25,000.00 | 0.00 | 27,300.00 | (2,300.00) | 109.20 |
| 1100 7013 70201 00 IT- Consultant | 60,000.00 | 13,515.00 | 76,530.00 | (16,530.00) | 127.55 |
| 1100 7013 70303 00 Software | 50,000.00 | 73.37 | 57,234.09 | (7,234.09) | 114.47 |

Budget vs Actual - Expenditures
TOWN OF JAMESTOWN, RI
For 6/30/2024

Run: 9/13/2024 at 11:10 AM

| | Annual Budget | P-T-D Actual | Y-T-D Actual | Remaining \$ | % of Budget |
|---|---------------------|-------------------|---------------------|--------------------|----------------|
| Total Expenses | 110,000.00 | 13,588.37 | 133,764.09 | (23,764.09) | 121.60 |
| 1100 7030 70302 00 EMA- SUPPLIES | 7,500.00 | 1,495.50 | 2,720.50 | 4,779.50 | 36.27 |
| EMA Expenses | 7,500.00 | 1,495.50 | 2,720.50 | 4,779.50 | 36.27 |
| 1100 7031 70100 00 Salary, Police Chief | 116,402.00 | 8,000.00 | 80,000.00 | 36,402.00 | 68.73 |
| 1100 7031 70101 00 Salaries - Police | 952,157.00 | 86,646.79 | 1,001,804.27 | (49,647.27) | 105.21 |
| 1100 7031 70102 00 Police Longevity | 68,680.00 | 11,553.47 | 74,395.77 | (5,715.77) | 108.32 |
| 1100 7031 70103 00 Police Benefits | 57,396.00 | 4,631.49 | 57,839.76 | (443.76) | 100.77 |
| 1100 7031 70104 00 Police - OT | 185,000.00 | 15,800.53 | 194,206.58 | (9,206.58) | 104.98 |
| 1100 7031 70105 00 Police Retirement | 300,000.00 | 150,000.00 | 300,000.00 | 0.00 | 100.00 |
| 1100 7031 70111 00 Salary - Dispatch/Admin/Seasonal | 228,364.00 | 26,017.41 | 200,865.12 | 27,498.88 | 87.96 |
| 1100 7031 70112 00 Dispatch, Longevity | 12,432.00 | 0.00 | 8,657.08 | 3,774.92 | 69.64 |
| 1100 7031 70113 00 Dispatch - Benefits | 13,148.00 | 1,827.82 | 11,495.88 | 1,652.12 | 87.43 |
| 1100 7031 70114 00 Dispatch - OT | 25,000.00 | 3,255.00 | 57,264.31 | (32,264.31) | 229.06 |
| 1100 7031 70302 00 Fees & Supplies | 21,000.00 | 1,963.76 | 15,302.36 | 5,697.64 | 72.87 |
| 1100 7031 70303 00 Computer Software | 24,200.00 | 735.00 | 30,502.07 | (6,302.07) | 126.04 |
| 1100 7031 70307 00 Building Maintenance | 5,000.00 | 1,323.03 | 8,517.95 | (3,517.95) | 170.36 |
| 1100 7031 70308 00 Vehicle Insurance | 9,017.00 | 0.00 | 9,017.00 | 0.00 | 100.00 |
| 1100 7031 70309 00 Telephone | 12,500.00 | 1,390.72 | 9,361.86 | 3,138.14 | 74.89 |
| 1100 7031 70310 00 Personal Equipment | 2,500.00 | 1,746.44 | 13,953.27 | (11,453.27) | 558.13 |
| 1100 7031 70311 00 Maintenance Of Uniforms | 30,150.00 | 0.00 | 25,200.00 | 4,950.00 | 83.58 |
| 1100 7031 70312 00 Ammunition And Supplies | 3,500.00 | 97.00 | 3,330.82 | 169.18 | 95.17 |
| 1100 7031 70313 00 Maintenance Of Police Cars | 15,000.00 | 1,099.10 | 14,667.21 | 332.79 | 97.78 |
| 1100 7031 70314 00 Gas & Tires | 23,000.00 | 1,687.91 | 28,947.96 | (5,947.96) | 125.86 |
| 1100 7031 70315 00 Training Of Members | 15,000.00 | 1,515.24 | 16,383.63 | (1,383.63) | 109.22 |
| 1100 7031 70317 00 Maintenance Of Radio System | 3,500.00 | 2,436.15 | 4,456.63 | (956.63) | 127.33 |
| 1100 7031 70318 00 Equipment | 5,000.00 | 245.06 | 3,248.58 | 1,751.42 | 64.97 |
| 1100 7031 70322 00 Dispatch Uniforms | 2,000.00 | 0.00 | 1,500.00 | 500.00 | 75.00 |
| Police Protection Expenses | 2,129,946.00 | 321,971.92 | 2,170,918.11 | (40,972.11) | 101.92 |
| 1100 7032 70100 00 Fire Chief/Fire Inspector | 72,004.00 | 0.00 | 66,465.60 | 5,538.40 | 92.31 |
| 1100 7032 70101 00 Fire Inspector/Clerk | 18,720.00 | 0.00 | 17,280.00 | 1,440.00 | 92.31 |
| 1100 7032 70102 00 Stipend, Deputy Fire Chief | 6,000.00 | 0.00 | 6,000.00 | 0.00 | 100.00 |
| 1100 7032 70103 00 Stipend - Fire Inspector | 31,200.00 | 0.00 | 24,443.80 | 6,756.20 | 78.35 |
| 1100 7032 70104 00 Fire Dept. Incentive Program | 75,000.00 | 19,300.00 | 68,672.45 | 6,327.55 | 91.56 |
| 1100 7032 70105 00 Equip/Safety Maint. - Per Diem | 26,000.00 | 0.00 | 28,143.80 | (2,143.80) | 108.25 |
| 1100 7032 70201 00 Service Cleaning Contract | 6,720.00 | 559.00 | 6,708.00 | 12.00 | 99.82 |
| 1100 7032 70302 00 Fees And Supplies | 9,200.00 | 756.91 | 16,763.68 | (7,563.68) | 182.21 |
| 1100 7032 70308 00 Vehicle Insurance | 68,000.00 | 2,750.00 | 66,631.42 | 1,368.58 | 97.99 |
| 1100 7032 70309 00 Telephone | 10,000.00 | 1,866.85 | 9,849.39 | 150.61 | 98.49 |
| 1100 7032 70313 00 Maintenance Of Fire Apparatus | 35,000.00 | 2,641.25 | 45,554.07 | (10,554.07) | 130.15 |
| 1100 7032 70314 00 Gas, Tires & Oil | 13,000.00 | 2,305.94 | 19,700.59 | (6,700.59) | 151.54 |
| 1100 7032 70315 00 Training Of Members | 7,000.00 | 1,379.00 | 6,030.83 | 969.17 | 86.15 |
| 1100 7032 70321 00 Electricity | 18,000.00 | 4,570.74 | 22,317.40 | (4,317.40) | 123.99 |
| 1100 7032 70322 00 Maintenance Of Radio System | 5,500.00 | 0.00 | 4,882.10 | 617.90 | 88.77 |
| 1100 7032 70323 00 Oxygen & Air Packs | 4,500.00 | 0.00 | 5,221.68 | (721.68) | 116.04 |
| 1100 7032 70324 00 Water | 1,600.00 | 353.90 | 1,549.84 | 50.16 | 96.87 |
| 1100 7032 70325 00 Fire Equipment | 17,000.00 | 65.00 | 16,488.19 | 511.81 | 96.99 |
| 1100 7032 70326 00 Fire Ext. Agent | 2,500.00 | 0.00 | 142.92 | 2,357.08 | 5.72 |
| 1100 7032 70343 00 Heating | 14,000.00 | 798.24 | 13,426.03 | 573.97 | 95.90 |
| 1100 7032 70344 00 Repairs And Maintenance | 13,500.00 | 6,597.53 | 23,615.99 | (10,115.99) | 174.93 |
| 1100 7032 70399 00 Subscriptions & Journals | 425.00 | 0.00 | 175.00 | 250.00 | 41.18 |
| 1100 7032 70900 00 Social Security Tax | 11,277.00 | 0.00 | 0.00 | 11,277.00 | 0.00 |
| 1100 7032 70903 00 Fire Chief - Benefit | 7,149.00 | 0.00 | 7,204.00 | (55.00) | 100.77 |
| Fire Protection Expenses | 473,295.00 | 43,944.36 | 477,266.78 | (3,971.78) | 100.84 |
| 1100 7033 70103 00 Stipend - Medical Director | 12,000.00 | 0.00 | 11,000.00 | 1,000.00 | 91.67 |
| 1100 7033 70104 00 ALS - Per Diem | 397,200.00 | 0.00 | 358,230.50 | 38,969.50 | 90.19 |
| 1100 7033 70105 00 EMS Incentive Program | 77,800.00 | 21,673.50 | 61,863.50 | 15,936.50 | 79.52 |
| 1100 7033 70106 00 EMT INSTRUCTORS | 0.00 | 0.00 | (1,093.18) | 1,093.18 | 0.00 |
| 1100 7033 70302 00 Fees And Supplies | 6,800.00 | 1,314.31 | 11,441.96 | (4,641.96) | 168.26 |
| 1100 7033 70303 00 Computer Software | 0.00 | 0.00 | 2,820.00 | (2,820.00) | 0.00 |
| 1100 7033 70308 00 Vehicle Insurance | 31,460.00 | (3,587.75) | 38,982.55 | (7,522.55) | 123.91 |
| 1100 7033 70311 00 Maintenance Of Uniforms | 8,000.00 | 0.00 | 989.00 | 7,011.00 | 12.36 |
| 1100 7033 70313 00 Maintenance of Vehicles | 9,000.00 | 53.58 | 4,554.48 | 4,445.52 | 50.61 |
| 1100 7033 70315 00 Training Of Members | 14,500.00 | 180.00 | 13,670.16 | 829.84 | 94.28 |
| 1100 7033 70330 00 EMS Building | 6,000.00 | 368.08 | 3,313.53 | 2,686.47 | 55.23 |
| 1100 7033 70333 00 Ambulance Medical | 20,000.00 | 20,158.94 | 39,914.49 | (19,914.49) | 199.57 |
| 1100 7033 70900 00 Social Security Tax | 32,802.00 | 0.00 | 40,392.57 | (7,590.57) | 123.14 |
| EMS Expenses | 615,562.00 | 40,160.66 | 586,079.56 | 29,482.44 | 95.21 |
| 1100 7034 70101 00 Salary - Building Inspector | 88,580.00 | 9,415.92 | 94,122.00 | (5,542.00) | 106.26 |

Budget vs Actual - Expenditures
TOWN OF JAMESTOWN, RI
For 6/30/2024

Run: 9/13/2024 at 11:10 AM

| | Annual Budget | P-T-D Actual | Y-T-D Actual | Remaining \$ | % of Budget |
|---|---------------------|-------------------|---------------------|--------------------|----------------|
| 1100 7034 70102 00 Salary, Clerical | 31,159.00 | 5,989.34 | 35,145.13 | (3,986.13) | 112.79 |
| 1100 7034 70103 00 Salary - Zoning Enforcement | 15,000.00 | 0.00 | 840.00 | 14,160.00 | 5.60 |
| 1100 7034 70117 00 Salary, Electrical Inspector | 11,500.00 | 958.33 | 11,699.96 | (199.96) | 101.74 |
| 1100 7034 70118 00 Salary, Plumbing Inspector | 5,750.00 | 0.00 | 4,682.65 | 1,067.35 | 81.44 |
| 1100 7034 70119 00 Salary, Mechanical Inspector | 5,750.00 | 0.00 | 4,192.65 | 1,557.35 | 72.92 |
| 1100 7034 70302 00 Supplies And Expenses | 5,250.00 | 499.93 | 2,379.99 | 2,870.01 | 45.33 |
| 1100 7034 70303 00 E-PERMITTING | 10,000.00 | 0.00 | 972.33 | 9,027.67 | 9.72 |
| 1100 7034 70328 00 Hydrant Rental | 170,000.00 | 170,000.00 | 170,000.00 | 0.00 | 100.00 |
| Protection Services Expenses | 342,989.00 | 186,863.52 | 324,034.71 | 18,954.29 | 94.47 |
| 1100 7041 70101 00 Salaries | 69,395.00 | 19,018.64 | 73,256.44 | (3,861.44) | 105.56 |
| 1100 7041 70302 00 Fees And Supplies | 1,000.00 | 729.48 | 827.80 | 172.20 | 82.78 |
| Public Works Administration Expenses | 70,395.00 | 19,748.12 | 74,084.24 | (3,689.24) | 105.24 |
| 1100 7042 70101 00 Salaries | 49,861.00 | 4,636.80 | 50,953.45 | (1,092.45) | 102.19 |
| 1100 7042 70103 00 Intern | 15,000.00 | 0.00 | 2,881.00 | 12,119.00 | 19.21 |
| 1100 7042 70302 00 Fees And Supplies | 1,200.00 | 77.58 | 803.61 | 396.39 | 66.97 |
| Engineering Expenses | 66,061.00 | 4,714.38 | 54,638.06 | 11,422.94 | 82.71 |
| 1100 7043 70100 00 Salary, Highway Supervisor | 82,820.00 | 8,149.51 | 86,931.15 | (4,111.15) | 104.96 |
| 1100 7043 70101 00 Salaries - Public Works | 754,559.00 | 84,571.55 | 719,791.24 | 34,767.76 | 95.39 |
| 1100 7043 70104 00 Highway -OT | 45,000.00 | 2,693.23 | 25,536.45 | 19,463.55 | 56.75 |
| 1100 7043 70308 00 Vehicle Insurance | 19,300.00 | 0.00 | 25,563.00 | (6,263.00) | 132.45 |
| 1100 7043 70313 00 Upkeep Of Equipment | 100,000.00 | 18,333.00 | 119,249.17 | (19,249.17) | 119.25 |
| 1100 7043 70314 00 Oil And Gas | 75,000.00 | 2,092.54 | 54,962.86 | 20,037.14 | 73.28 |
| 1100 7043 70330 00 Sand And Gravel | 17,000.00 | 3,648.00 | 9,352.70 | 7,647.30 | 55.02 |
| 1100 7043 70331 00 Cold Patch | 13,500.00 | 2,141.40 | 6,844.60 | 6,655.40 | 50.70 |
| 1100 7043 70333 00 Other Road Supplies | 14,000.00 | 6,186.27 | 16,032.41 | (2,032.41) | 114.52 |
| 1100 7043 70334 00 Equipment Rental | 2,500.00 | 0.00 | 3,272.66 | (772.66) | 130.91 |
| 1100 7043 70335 00 License - Contractual | 6,000.00 | 0.00 | 6,000.00 | 0.00 | 100.00 |
| 1100 7043 70336 00 Clothing | 6,000.00 | 5,910.00 | 5,910.00 | 90.00 | 98.50 |
| 1100 7043 70399 00 Safety And Licensing | 5,500.00 | 961.98 | 5,075.18 | 424.82 | 92.28 |
| Highway Expenses | 1,141,179.00 | 134,687.48 | 1,084,521.42 | 56,657.58 | 95.04 |
| 1100 7044 70101 00 Snow Removal - OT | 34,000.00 | 0.00 | 16,639.06 | 17,360.94 | 48.94 |
| 1100 7044 70337 00 Equipment And Supplies | 54,000.00 | 4,940.00 | 55,053.09 | (1,053.09) | 101.95 |
| Snow Removal Expenses | 88,000.00 | 4,940.00 | 71,692.15 | 16,307.85 | 81.47 |
| 1100 7045 70101 00 Salaries | 69,589.00 | 4,077.72 | 75,204.09 | (5,615.09) | 108.07 |
| 1100 7045 70104 00 Transfer Station -Sunday OT | 7,983.00 | 7,441.32 | 7,441.32 | 541.68 | 93.21 |
| 1100 7045 70309 00 Telephone | 800.00 | 141.33 | 898.70 | (98.70) | 112.34 |
| 1100 7045 70321 00 Electricity | 1,400.00 | 149.03 | 2,206.86 | (806.86) | 157.63 |
| 1100 7045 70340 00 Maintenance And Testing | 44,000.00 | 918.80 | 46,905.59 | (2,905.59) | 106.60 |
| 1100 7045 70341 00 Transfer And Trucking | 410,000.00 | 62,433.38 | 415,876.02 | (5,876.02) | 101.43 |
| 1100 7045 70350 00 Hazardous Waste Recycling | 300.00 | 0.00 | 0.00 | 300.00 | 0.00 |
| Waste Removal Expenses | 534,072.00 | 75,161.58 | 548,532.58 | (14,460.58) | 102.71 |
| 1100 7046 70321 00 Electricity | 64,000.00 | 2,437.22 | 9,379.33 | 54,620.67 | 14.66 |
| Street Lighting Expenses | 64,000.00 | 2,437.22 | 9,379.33 | 54,620.67 | 14.66 |
| 1100 7047 70101 00 Salaries | 10,000.00 | 2,200.00 | 11,675.00 | (1,675.00) | 116.75 |
| 1100 7047 70302 00 Fees And Supplies | 1,800.00 | 336.60 | 1,457.61 | 342.39 | 80.98 |
| 1100 7047 70360 00 Tree Pruning | 18,250.00 | 919.98 | 16,471.57 | 1,778.43 | 90.26 |
| 1100 7047 70370 00 Purchase Of Trees | 5,000.00 | 0.00 | 2,743.50 | 2,256.50 | 54.87 |
| Tree Warden Expenses | 35,050.00 | 3,456.58 | 32,347.68 | 2,702.32 | 92.29 |
| 1100 7048 70342 00 Town Cemetery And Parade | 2,500.00 | 1,177.74 | 2,514.42 | (14.42) | 100.58 |
| Other Public Works Expenses | 2,500.00 | 1,177.74 | 2,514.42 | (14.42) | 100.58 |
| 1100 7049 70101 00 Cleaning Contracts | 60,000.00 | 5,115.57 | 44,750.15 | 15,249.85 | 74.58 |
| 1100 7049 70302 00 Supplies | 8,000.00 | 502.06 | 4,599.61 | 3,400.39 | 57.50 |
| 1100 7049 70309 00 Telephone | 16,000.00 | 852.97 | 6,317.93 | 9,682.07 | 39.49 |
| 1100 7049 70321 00 Electricity | 65,000.00 | 15,091.06 | 83,885.92 | (18,885.92) | 129.06 |
| 1100 7049 70324 00 Water | 11,000.00 | 2,817.47 | 10,835.85 | 164.15 | 98.51 |
| 1100 7049 70343 00 Heating | 50,000.00 | 740.39 | 42,190.19 | 7,809.81 | 84.38 |
| 1100 7049 70344 00 Repairs And Maintenance | 65,000.00 | 6,667.72 | 80,466.16 | (15,466.16) | 123.79 |
| 1100 7049 70375 00 Landscape | 9,000.00 | 3,564.35 | 9,094.10 | (94.10) | 101.05 |
| Public Buildings Expenses | 284,000.00 | 35,351.59 | 282,139.91 | 1,860.09 | 99.35 |
| 1100 7060 70456 00 Visiting Nurse/Mental Health | 35,000.00 | 7,000.00 | 29,000.00 | 6,000.00 | 82.86 |
| General Expenses | 35,000.00 | 7,000.00 | 29,000.00 | 6,000.00 | 82.86 |
| 1100 7061 70302 00 Fees And Supplies | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |

Budget vs Actual - Expenditures
TOWN OF JAMESTOWN, RI
For 6/30/2024

Run: 9/13/2024 at 11:10 AM

| | Annual Budget | P-T-D Actual | Y-T-D Actual | Remaining \$ | % of Budget |
|--|----------------------|---------------------|----------------------|--------------------|----------------|
| 1100 7061 70306 00 Tick Tack Force | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| Animal Control Expenses | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |
| 1100 7065 70101 00 Salaries | 66,867.00 | 6,200.98 | 68,192.46 | (1,325.46) | 101.98 |
| 1100 7065 70102 00 Ass't Sr. Services | 28,000.00 | 2,865.66 | 31,311.35 | (3,311.35) | 111.83 |
| 1100 7065 70201 00 Cleaning Contract | 9,096.00 | 793.00 | 9,341.00 | (245.00) | 102.69 |
| 1100 7065 70202 00 Wellness Coord. | 10,000.00 | 2,637.50 | 14,562.50 | (4,562.50) | 145.63 |
| 1100 7065 70302 00 Fees, Supplies & Dues | 4,000.00 | 389.46 | 4,986.32 | (986.32) | 124.66 |
| 1100 7065 70305 00 Advertising | 2,500.00 | 250.00 | 2,166.00 | 334.00 | 86.64 |
| 1100 7065 70309 00 Telephones | 500.00 | 10.67 | 107.29 | 392.71 | 21.46 |
| 1100 7065 70321 00 Electricity | 4,500.00 | 0.00 | 0.00 | 4,500.00 | 0.00 |
| 1100 7065 70324 00 Water | 1,345.00 | 264.72 | 1,267.44 | 77.56 | 94.23 |
| 1100 7065 70341 00 Trash Removal | 466.00 | 37.00 | 557.00 | (91.00) | 119.53 |
| 1100 7065 70343 00 Heat | 5,000.00 | 0.00 | 3,930.94 | 1,069.06 | 78.62 |
| 1100 7065 70344 00 Repairs & Maintenance | 6,720.00 | 1,616.91 | 6,512.32 | 207.68 | 96.91 |
| 1100 7065 70380 00 Program | 10,000.00 | 1,207.22 | 5,709.17 | 4,290.83 | 57.09 |
| Total Expenses | 148,994.00 | 16,273.12 | 148,643.79 | 350.21 | 99.76 |
| 1100 7070 70100 00 Salary, Library Director | 87,182.00 | 10,408.63 | 91,282.97 | (4,100.97) | 104.70 |
| 1100 7070 70101 00 Salaries | 186,552.00 | 16,310.25 | 179,331.38 | 7,220.62 | 96.13 |
| 1100 7070 70104 00 Library-OT | 600.00 | 0.00 | 114.84 | 485.16 | 19.14 |
| 1100 7070 70302 00 Fees And Supplies | 8,500.00 | 468.51 | 10,217.28 | (1,717.28) | 120.20 |
| 1100 7070 70308 00 Insurance | 20,694.00 | 0.00 | 20,694.00 | 0.00 | 100.00 |
| 1100 7070 70309 00 Telephone | 750.00 | 138.31 | 894.57 | (144.57) | 119.28 |
| 1100 7070 70310 00 Equipment | 1,000.00 | 0.00 | 874.92 | 125.08 | 87.49 |
| 1100 7070 70321 00 Electricity | 10,500.00 | 13,377.55 | 25,214.32 | (14,714.32) | 240.14 |
| 1100 7070 70343 00 Heating | 7,000.00 | (3,036.60) | 9,431.67 | (2,431.67) | 134.74 |
| 1100 7070 70344 00 Repairs And Maintenance | 15,000.00 | (2,360.91) | 13,511.22 | 1,488.78 | 90.07 |
| 1100 7070 70345 00 Computer Repairs And Maintenance | 10,000.00 | (2,645.86) | 10,924.52 | (924.52) | 109.25 |
| 1100 7070 70351 00 Books And Periodicals | 19,000.00 | 0.00 | 19,251.74 | (251.74) | 101.32 |
| 1100 7070 70352 00 Books - State Aid | 120,781.00 | 19,846.12 | 128,667.11 | (7,886.11) | 106.53 |
| 1100 7070 70354 00 Construction move | 0.00 | 7,178.85 | 9,687.34 | (9,687.34) | 0.00 |
| 1100 7070 70355 00 CREDITS (LIB SALES & GIFTS) | 0.00 | 6,597.38 | 0.00 | 0.00 | 0.00 |
| 1100 7070 70356 00 Library Renovation | 0.00 | 0.00 | 776.97 | (776.97) | 0.00 |
| 1100 7070 70375 00 Landscaping | 2,500.00 | 273.00 | 273.00 | 2,227.00 | 10.92 |
| Library Expenses | 490,059.00 | 66,555.23 | 521,147.85 | (31,088.85) | 106.34 |
| 1100 7080 70101 00 Salary- Recreation Director | 78,294.00 | 7,528.30 | 79,799.98 | (1,505.98) | 101.92 |
| 1100 7080 70102 00 Salaries- Recreation Staff | 255,447.00 | 24,861.28 | 231,783.01 | 23,663.99 | 90.74 |
| 1100 7080 70104 00 Salaries -Teen Center Support Staff | 16,720.00 | 1,984.75 | 18,564.76 | (1,844.76) | 111.03 |
| 1100 7080 70105 00 Seasonal Support Staff | 134,103.00 | 33,639.29 | 147,622.91 | (13,519.91) | 110.08 |
| 1100 7080 70112 00 Recreation - OT | 3,000.00 | 0.00 | 2,072.28 | 927.72 | 69.08 |
| 1100 7080 70302 00 Supplies | 6,200.00 | 866.84 | 5,959.79 | 240.21 | 96.13 |
| 1100 7080 70305 00 Advertising | 3,000.00 | 642.00 | 5,754.00 | (2,754.00) | 191.80 |
| 1100 7080 70308 00 Vehicle Insurance | 10,000.00 | 2,500.00 | 12,500.00 | (2,500.00) | 125.00 |
| 1100 7080 70309 00 Telephone | 1,900.00 | 357.08 | 1,889.29 | 10.71 | 99.44 |
| 1100 7080 70310 00 Equipment | 4,500.00 | 2,463.98 | 6,349.73 | (1,849.73) | 141.11 |
| 1100 7080 70314 00 Gas And Oil | 11,000.00 | 1,168.12 | 9,996.26 | 1,003.74 | 90.88 |
| 1100 7080 70321 00 Electricity | 31,000.00 | 9,338.55 | 33,379.50 | (2,379.50) | 107.68 |
| 1100 7080 70322 00 Fort Getty Water Removal | 10,500.00 | 2,200.00 | 11,725.00 | (1,225.00) | 111.67 |
| 1100 7080 70323 00 Shores Beach/Sanitary Facilities | 5,000.00 | 125.00 | 5,125.00 | (125.00) | 102.50 |
| 1100 7080 70324 00 Water | 13,000.00 | 88.14 | 16,327.84 | (3,327.84) | 125.60 |
| 1100 7080 70341 00 Trash Removal | 12,000.00 | 3,072.00 | 12,064.00 | (64.00) | 100.53 |
| 1100 7080 70344 00 Repairs, Maintenance And Impro | 24,000.00 | 6,076.72 | 31,500.23 | (7,500.23) | 131.25 |
| 1100 7080 70345 00 Eldred Ave. Field Improvements | 25,611.00 | 5,032.80 | 25,594.30 | 16.70 | 99.93 |
| 1100 7080 70382 00 Summer Program | 3,500.00 | 999.00 | 5,349.00 | (1,849.00) | 152.83 |
| 1100 7080 70383 00 Winter Program | 1,200.00 | 0.00 | 402.59 | 797.41 | 33.55 |
| Parks, Beaches & Recreation Expenses | 649,975.00 | 102,943.85 | 663,759.47 | (13,784.47) | 102.12 |
| 1100 7090 70504 00 Payment Of Principal - Town | 1,272,206.00 | 127,206.00 | 1,272,206.00 | 0.00 | 100.00 |
| 1100 7090 70505 00 Payment Of Interest - Town | 274,362.00 | 2,575.95 | 274,948.29 | (586.29) | 100.21 |
| 1100 7090 70506 00 School- Principal | 255,000.00 | 0.00 | 255,000.00 | 0.00 | 100.00 |
| 1100 7090 70507 00 School - Interest | 141,838.00 | 0.00 | 138,575.52 | 3,262.48 | 97.70 |
| Debt Service Expenses | 1,943,406.00 | 129,781.95 | 1,940,729.81 | 2,676.19 | 99.86 |
| 1100 7092 70527 00 Incidentals And Emergencies | 50,000.00 | 309.90 | 2,999.90 | 47,000.10 | 6.00 |
| 1100 7092 70530 00 Conservation Commission | 2,200.00 | 0.00 | 6,475.00 | (4,275.00) | 294.32 |
| 1100 7092 70533 00 Eastern RI Conservation District | 2,000.00 | 0.00 | 2,000.00 | 0.00 | 100.00 |
| 1100 7092 70550 00 CHAMBER OF COMMERCE | 4,000.00 | 0.00 | 4,138.89 | (138.89) | 103.47 |
| Other Expenses | 58,200.00 | 309.90 | 15,613.79 | 42,586.21 | 26.83 |
| Total Department Expenses | 12,211,735.00 | 1,572,904.28 | 12,034,644.79 | 177,090.21 | 98.55 |



State of Rhode Island
 Coastal Resources Management Council
 Oliver H. Stedman Government Center
 4808 Tower Hill Road, Suite 3
 Wakefield, RI 02879-1900

(401) 783-3370
 Fax (401) 783-2069

PUBLIC NOTICE

File Number: A*2022-08-081 - Modification Date: September 5, 2024

This office has under consideration the application of:

Riven Rock Inc.
 1 Harbour House
 Key Largo, FL 33037

for a State of Rhode Island Modification of Assent to construct and maintain a 16,000lb boat lift to an approved residential boating facility. This design is a modification from a previously approved 7500lb boat lift.

| | |
|-------------------|---------------------|
| Project Location: | 113 Melrose Avenue |
| City/Town: | Jamestown |
| Plat/Lot: | 8 / 31 |
| Waterway: | Dutch Island Harbor |

Plans of the proposed work can be requested at Cstaff1@crmc.ri.gov.

In accordance with the Administrative Procedures Act (Chapter 42-35 of the Rhode Island General Laws) you may request a hearing on this matter.

You are advised that if you have good reason to enter protests against the proposed work it is your privilege to do so. It is expected that objectors will review the application and plans thoroughly, visit site of proposed work if necessary, to familiarize themselves with the conditions and cite what law or laws, if any, would in their opinion be violated by the work proposed.

If you desire to protest, you must attend the scheduled hearing and give sworn testimony. A notice of the time and place of such hearing will be furnished you as soon as possible after receipt of your request for hearing. If you desire to request a hearing, to receive consideration, it should be in writing (**with your correct mailing address, e-mail address and valid contact number**) and be received at this office on or before **October 5, 2024**.

Please email your comments/hearing requests to: cstaff1@crmc.ri.gov; or mail via USPS to: Coastal Resources Management Council; O. S. Government Center, 4808 Tower Hill Road, Rm 116; Wakefield, RI 02879.

/lat



JAMESTOWN

UKRAINE RELIEF PROJECT

P. O. Box 36
Jamestown, RI 02835
Phone: 401.497.7456

Ms. Nancy Beye, President
Jamestown Town Council
93 Narragansett Avenue
Jamestown, RI 02835

Dear Ms. Beye,

Warm thanks to you and the Town of Jamestown for its strong support of our 3rd annual Sunflower Family Festival this past weekend. The Town's support in many ways and across multiple departments provided invaluable logistical support to the day for Jamestowners and visitors from Rhode Island and neighboring states, and represented the very heart of what the Festival is meant to do – to reach out to our Ukrainian neighbors here and in that suffering land with our small community's message of compassion, encouragement, and solidarity.

That message is heard with deep gratitude, both among Ukrainian Americans in our neighboring communities and more importantly in Ukraine. A Facebook post on our Festival brought comments like this from readers in Ukraine:

"Live Ukrainian music and Ukrainian art, embroideries, flags and children's drawings...--very exciting and important for us to feel such support!"

"Felt the support of our American partners across the ocean!"

"Thank you for solidarity with Ukraine."

"Brings me to tears!"

The Festival raised more than \$5,000 to help restore cardiac surgery services for newborns at the children's hospital in Kyiv that was heavily damaged by a Russian missile attack on July 8th. Among the countless needs that have resulted from this brutal war, addressing the critical needs of children seems the best investment we can make in a free, prosperous, and democratic future for a country that is suffering so much.

Special thanks to the Parks & Recreation Department for the loan of equipment and muscle in setup and cleanup operations. Thanks also to the Jamestown Schools, the Town Clerk's office for help with permitting, the Police Department for patrol support, the Fire Department for their table supporting COAST, and the Town Council for its proclamation of support.

With deep gratitude,

John A. Y. Andrews, President
August 29, 2024

*Website: JamestownUkraineReliefProject.org
A Rhode Island non-profit charitable corporation
with IRS 501(c)3 tax-exempt status (EIN 88-1544756)*

Cc.: Edward Mello, Town Administrator
Ray DeFalco, Director, Parks & Recreation Department
David Raleigh, Superintendent, Jamestown Schools
Roberta Fagan, Town Clerk
James Campbell, Chief, Police Department
Howard Tighe, Chief, Fire Department
Jamestown Town Council

Jamestown Press