



**TOWN COUNCIL MEETING**  
**Jamestown Town Hall**  
**Rosamond A. Tefft Council Chambers**  
**93 Narragansett Avenue**  
**Tuesday, September 3, 2019**  
**6:30 PM**

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

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

*Attachments for items on this meeting agenda are available to the public on the Town website at: <http://www.jamestownri.gov/town-government/town-council/town-council-meetings-minutes/2019-meetings-minutes/2019-meetings>*

**I. ROLL CALL**

**II. CALL TO ORDER, PLEDGE OF ALLEGIANCE**

**III. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, PRESENTATIONS, RESOLUTIONS AND PROCLAMATIONS**

**A) Presentation of Proclamations:**

- 1) No. 2019-15: Military Service Gordon Mitchell Bruce Livingston
- 2) No. 2019-16: Military Service Walter G. Swistak
- 3) No. 2019-17: Military Service Victor C. Richardson

**IV. PUBLIC HEARINGS, LICENSES AND PERMITS**

*The Town Council will review each license application and vote on it individually. All approvals for licenses and permits are subject to the resolution of debts, taxes and appropriate signatures as well as, when applicable, proof of insurance.*

**A) Entertainment License Application; review, discussion and/or potential action and/or vote**

- 1) Applicant Jamestown Beer Holdings LLC  
Dates: 09/01/2019 to 11/30/2019  
Location: 34 Narragansett Avenue

**B) Holiday License Application; review, discussion and/or potential action and/or vote**

- 1) Applicant Jamestown Beer Holdings LLC  
Dates: 09/01/2019 to 11/30/2019  
Location: 34 Narragansett Avenue

**V. OPEN FORUM**

*Please note that under scheduled requests to address, comments are not limited to items on this agenda. However, items not on this agenda will only be heard and not acted upon by the Town Council. Note: Section 42-46-6 of the Open Meetings Act and Department of the Attorney General Advisory Opinions relevant to this item on any public body meeting agenda specifically prohibits the Town Council from discussing, considering or acting on any topic, statement or question presented. The Town 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
- B) Non-scheduled request to address

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

- A) Town Administrator's Report: Christina D. Collins, Interim Town Administrator

## **VII. UNFINISHED BUSINESS**

*For past discussion documentation please visit: <http://www.jamestownri.gov/town-government/town-council/town-council-meetings-minutes/2019-meetings-minutes/2019-meetings>*

- A) Presentation and Report on North End Cell Tower by Public Works Director Mike Gray and IT Consultant Mike Glier; review, discussion and/or potential action and/or vote
- B) Town Administrator's Search; review, discussion and/or potential action and/or vote, continued from August 28, 2019.
  - 1) Approval of Town Administrator's Candidate Recruitment Advertisement; review, discussion and/ or potential action and/or vote
  - 2) Compensation of Interim Town Administrator; proposed to be the same as the Town Administrator budget amount, of \$123,437.74; review, discussion and/ or potential action and/or vote
- C) Upcoming Meetings and Sessions – dates and times
  - 1) Town Council Meeting Schedule: September 16, 2019 at 6:30 p.m.; review, discussion and/or potential action and/or vote (additional sessions to be added as needed)
  - 2) Schedule Hearing Date and Discussion of Hearing Process: Museler Appeal; review, discussion and/or potential action and/or vote

## **VIII. NEW BUSINESS**

- A) Proposal by Jamestown Arts Center, Outdoor Art Experience (OAE) for approval of exhibit locations, Summer 2020; review, discussion and/or potential action and/or vote.
- B) Amendment to Lease Agreement with AT&T Site ID: RI4182- 96 Howland Avenue Water Tank; review, discussion and/or potential action and/or vote

## **IX. ORDINANCES, APPOINTMENTS, VACANCIES AND EXPIRING TERMS**

- A) Appointments, Vacancies, and Expiring Terms; review, discussion and/or potential action and/or vote on each listed appointment, vacancy and/or expiring term
  - 1) Jamestown Affordable Housing Committee (One vacancy with a three-year term ending date of May 31, 2022); duly advertised;
    - a) Letter of interest for appointment
      - i) Joseph Cannon Jr. (previously interviewed)
  - 2) Jamestown Planning Commission Member (One vacancy with a four-year term ending date of December 31, 2019);
    - a) Request for appointment & continuation
      - i) Michael Swistak

## **X. CONSENT AGENDA**

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

- A) Adoption of Town Council Minutes
  - 1) August 19, 2019 (regular meeting)
  - 2) August 19, 2019 (executive session)
- B) Minutes of Boards/Commissions/Committees
  - 1) Jamestown Planning Commission (June 26, 2019)
  - 2) Jamestown Planning Commission (July 17, 2019)
  - 3) Jamestown Planning Commission (August 7, 2019)
- C) Abatements/Addenda of Taxes: \$550.00      Total Abatements: \$ 620.61
  - Account/Abatement Amount**
  - 1) Abatements to 2019 Motor Vehicle Tax Roll
    - a) 04-0160-06M      \$132.53
    - b) 04-0160-07M      \$82.06
    - c) 13-1559-60M      \$144.10
    - d) 19-0990-14M      \$261.92
  - 2) Addenda to Real Estate and Real Property 2017Tax Roll
    - a) 19-0593-00      \$150.00
  - 3) Addenda to Real Estate and Real Property 2018 Tax Roll
    - a) 19-0593-00      \$150.00
  - 4) Addenda to Real Estate and Real Property 2019 Tax Roll
    - a) 07-0741-21      \$250.00
- D) One Day Event/Entertainment License Applications
  - 1) Applicant: Rhode Island Turnpike and Bridge Authority  
Event: 4 Bridges Ride  
Date: September 15, 2019  
Location: Rte. 138
  - 2) Applicant: Rhode Island Turnpike and Bridge Authority  
Event: Citizens Bank Pell Bridge Run  
Date: October 20, 2019  
Location: East Shore Road & Freebody to Pell Bridge
- E) Award of Bid:
  - 1) Parks & Recreation Department: Turf Management Supplies & Consulting Services to Tom Irwin Inc.

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

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

- A) Communications
  - 1) Invitation to the Rhode Island Coalition for the Homeless' s Annual Award Breakfast Monday, September 23, 2019
  - 2) Jamestown School Department Construction Project - Roof Replacement to Colony Roofing Industries Inc.
  - 3) Jamestown School Department Construction Project- Roof Replacement to Commercial Roofing & Contracting, Inc.

- 4) Jamestown School Department Owner's Project Manager and Commissioning Services for School Building Projects, Revised Fees to Colliers International
- 5) Jamestown School Department Architectural Services to Saccoccio & Associates, Inc.
- B) Resolutions and Proclamations from other RI cities and towns
  - 1) Resolution of the Town of Charlestown relative to Public Access to the Shoreline

## **XII. AGENDA ITEMS FOR THE NEXT MEETING AND FUTURE MEETINGS**

*The following matters may be discussed by the Town Council for placement on a future Council agenda for review, discussion, and/or potential action and/or vote. No item listed in this section will be acted upon by the Town Council other than for scheduling purposes.*

- A) Presentation on Gould Island (September 16, 2019)
- B) Taxation items: RIGL § 44-3-12 Visually Impaired Persons – Exemption and RIGL § 44-3-5 Gold Star Parents' Exemption
- C) Beavertail Property Lease Terms
- D) Noise Ordinance (September 16, 2019)
- E) Parking at Beach Facilities (September 16, 2019)

## **XIII. EXECUTIVE SESSION**

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

- A) Pursuant to RIGL § 42-46-5(a) Subsection (2) Potential or Pending Litigation (IBPO Retiree Pension Benefits: File No. Balzer vs. Town of Jamestown, C.A. No. 1:19-cv-00109-WES-PAS; Dube, et al, vs. Town of Jamestown, C.A. No. 1:19-cv-00018-WES-PAS) review, discussion and/or potential action and/or vote

## **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](http://www.jamestownri.gov).***

ALL NOTE: 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, or contact the Town Clerk at 401-423-9800, via facsimile to 401-423-7230, or email to 0 not less than three (3) business days prior to the meeting.


*Posted on the RI Secretary of State website on August 28, 2019*



**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: Honorable Town Council**  
**FROM: Christina D. Collins, Finance Director**   
**DATE: 8/28/2019**  
**SUBJECT: Jamestown General Obligation Bonds - School**

The Town of Jamestown successfully sold \$5,070,000 general obligation school bonds in the competitive bond market on Tuesday, August 28<sup>th</sup>. The Bonds will finance various school projects approved by RIDE. The Bonds are eligible for at least 35% school construction aid.

Current market tax-exempt rates are at historic lows. The 22-year Bonds were purchased by Roosevelt and Cross, Inc. at an incredibly low true interest cost of 2.00%.

In connection with the sale, Andy Nota and myself, participated in a conference call with Moody's Investors Service on July 22<sup>nd</sup> seeking a rating on the Bonds. The Town's Aa1 rating with Moody's was affirmed. The Town is one of only five Aa1 communities in Rhode Island.

**Rhode Island Hlth & Educ Bldg**  
**\$5,400,000 Public Schools Revenue Bond Financing Program**  
**Revenue Bonds, Series 2019**  
**(Town of Jamestown Issue)**

The following bids were submitted using **PARITY**<sup>®</sup> and displayed ranked by lowest TIC.  
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
	<a href="#">Roosevelt &amp; Cross, Inc.</a>	2.004569
	<a href="#">Morgan Stanley &amp; Co, LLC</a>	2.259532
	<a href="#">Robert W. Baird &amp; Co., Inc.</a>	2.275103

\*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

# EXHIBIT D

## Rhode Island Health and Educational Building Corporation Public Schools Revenue Bond Financing Program Revenue Bonds, Series 2019 C (Town of Jamestown Issue)

### Town of Jamestown, Rhode Island

#### Principal Repayment Schedule<sup>(1)</sup>

Period Ending	Principal	Interest	Debt Service
04/01/2020		103,885.35	103,885.35
10/01/2020		78,568.75	78,568.75
04/01/2021		78,568.75	78,568.75
10/01/2021		78,568.75	78,568.75
04/01/2022	255,000	78,568.75	333,568.75
10/01/2022		74,743.75	74,743.75
04/01/2023	255,000	74,743.75	329,743.75
10/01/2023		70,918.75	70,918.75
04/01/2024	255,000	70,918.75	325,918.75
10/01/2024		67,093.75	67,093.75
04/01/2025	255,000	67,093.75	322,093.75
10/01/2025		61,993.75	61,993.75
04/01/2026	255,000	61,993.75	316,993.75
10/01/2026		56,893.75	56,893.75
04/01/2027	255,000	56,893.75	311,893.75
10/01/2027		51,793.75	51,793.75
04/01/2028	255,000	51,793.75	306,793.75
10/01/2028		46,693.75	46,693.75
04/01/2029	255,000	46,693.75	301,693.75
10/01/2029		41,593.75	41,593.75
04/01/2030	255,000	41,593.75	296,593.75
10/01/2030		36,493.75	36,493.75
04/01/2031	255,000	36,493.75	291,493.75
10/01/2031		31,393.75	31,393.75
04/01/2032	255,000	31,393.75	286,393.75
10/01/2032		27,568.75	27,568.75
04/01/2033	255,000	27,568.75	282,568.75
10/01/2033		23,743.75	23,743.75
04/01/2034	255,000	23,743.75	278,743.75
10/01/2034		19,918.75	19,918.75
04/01/2035	255,000	19,918.75	274,918.75
10/01/2035		16,093.75	16,093.75
04/01/2036	250,000	16,093.75	266,093.75
10/01/2036		13,593.75	13,593.75
04/01/2037	250,000	13,593.75	263,593.75
10/01/2037		11,093.75	11,093.75
04/01/2038	250,000	11,093.75	261,093.75
10/01/2038		8,437.50	8,437.50
04/01/2039	250,000	8,437.50	258,437.50
10/01/2039		5,625.00	5,625.00
04/01/2040	250,000	5,625.00	255,625.00
10/01/2040		2,812.50	2,812.50
04/01/2041	250,000	2,812.50	252,812.50
	5,070,000	1,755,160.35	6,825,160.35

<sup>(1)</sup> Final interest rates, maturity dates and final principal amounts shall be set forth in the Notice of Terms (Form of Notice of Terms set forth in Exhibit I).

<b>Applicable Aid Ratio:</b>	35%
<b>Remaining Term for Amortization:</b>	22 years
<b>Maximum Principal Amount Authorized by the Borrower Resolution:</b>	\$5,900,000
<b>Bonds or Notes outstanding under the Borrower Resolution</b>	\$0

# Prospective Cell Tower Site to Service North End of Jamestown

## Update - 9/5/2019

M. Gray

M. Glier



# Cell Project History

- Council presentation, 8/2018
  - Summary of preliminary site reviews
  - Recommended 2 Town-owned parcels
    - Cedar Lane & North Main Road
- Council authorized study of both sites
  - Create/bid full project RFP
  - Out for bid 11/2018, no formal bids received
  - Multiple firms interested in specific RFP tasks

# Proposed Sites



# Status

- Site Surveys
  - Completed, initial reports received
  - Cedar Lane & North Main Road considered viable
  - Proposed tower height and footprint
- Cell Service estimates
  - Both sites would deliver new and increased service
- Zoning
  - Sites require Special Use permit from Zoning

# Next Steps

- North End Cellular Service Survey
  - Measure current cell service from all carriers
  - Instrumented vehicle, drive through all areas
- Establish baseline of current cell service levels

# Next Steps

- Photo simulations of installed towers with antennas
  - Balloons floated from sites to tower height
  - Photos taken of balloons from (9) viewing locations
  - Incorporate Tower into photo from each viewing site with 3 carriers/antennas
- Publicize the balloon dates and photo locations

# Next Deliverables

- Detailed cellular service report
- Tower/antenna images as will be seen from viewing sites
- Engineers here for public presentation, Q&A

## TOWN ADMINISTRATOR

### Advertisement - Draft for Review

The Town of Jamestown, RI (5,400 pop.), is seeking an experienced, professional, local government leader to serve as its next Town Administrator. This highly desirable island community (9 sq. mi.) is located in the lower Narragansett Bay and on Block Island Sound. Its many assets include a vibrant village center, active waterfront, scenic coastal features as well as pastoral agricultural landscapes, and an energetic and involved citizenry. The island lies across the Bay from the world-renowned Newport, RI and just 30 miles south of Providence. Jamestown is fiscally sound, has an excellent K-8 school system, and offers a high quality of life. The Home Rule Charter (available on the Town website) stipulates the duties and responsibilities of the elected five-member Town Council and the appointed Town Administrator. The annual budget is approximately \$25.4 M (Town \$11 M; school \$14.4M). The town employs 57 FT; 23 PT; and 35 seasonal employees. The successful candidate will have demonstrated experience and/or knowledge in local government operations, budgeting and finance, labor relations, and creative community-based public process problem solving. Strong interpersonal, written, and verbal skills are essential. Qualifications include: Minimum of a BA/BS in a public administration or related field. Advanced degree preferred. At least 7 years of progressive municipal management and leadership experience. Starting salary is \$115,000 or commensurate with qualifications and experience. Jamestown is an equal opportunity employer. Additional information available at: [www.jamestownri.gov](http://www.jamestownri.gov).

#### How to Apply

Please mail resume to Town Administrator Search, Town of Jamestown, 93 Narragansett Avenue, Jamestown, RI 02835 by close of business September 30, 2019, or email resume to [TAsearch@jamestownri.net](mailto:TAsearch@jamestownri.net).

#### Proposed Advertisement Outlets

Jamestown Press

Newport Daily News

Providence Journal

Boston Globe

ICMA

RI League of Cities and Towns

Mass. Municipal Assoc.

Indeed



Jamestown Arts Center

To: Town Council, Town of Jamestown, Rhode Island

August 27, 2019

Executive Director

Lisa Utman Randall

Re: The Outdoor Arts Experience, 2020 exhibition

Board of Directors

Dianne Grippi, Chair

Thomas G. Farrell, Vice Chair

Barry Eyre, Treasurer

Catherine Bowen, Secretary

As part of its Outdoor Arts Experience exhibition planned for 2020, the Jamestown Arts Center (JAC) requests use of the lawns at Town Hall, 93 Narragansett Avenue, as a potential artwork site in addition to those reviewed and agreed upon on May 20, 2019 (see attached). We request to add this location to the list of sites for which artists can propose artworks and have met with Andy Nota, Christina Collins and Lisa Bryer who have acknowledged the appropriateness of this site. The JAC appreciates your willingness to participate in our community temporary art exhibit celebrating our tenth anniversary.

Respectfully submitted,

Karen Augeri Benson

Nell Connelly

Susan Hackman

Diane Harrison

Joan Hall

Courtney Hunter

Peter Marcus

Richard Trask

Molly Dickinson

Project Manager, Jamestown Arts Center

Jamestown Arts Center  
P.O. Box 97 / 18 Valley St., Jamestown, RI 02835  
[www.jamestownartcenter.org](http://www.jamestownartcenter.org)

**The Outdoor Arts Experience in Celebration of the  
Jamestown Arts Center's 10<sup>th</sup> Anniversary  
Proposed Exhibition, Summer 2020**

**Mission Statement**

- The Outdoor Arts Experience (OAE) will provide a publicly accessible example of extraordinary arts brought to our community through outdoor installations and related arts experiences. In celebration of the JAC's 10th anniversary, the project expresses the inclusive, embracing message that art is for everyone, the JAC is art for our community and, everyone is welcome to participate.

**Summary**

- Temporary installations only
- 10 artworks on display July 10-October 31, 2020
- Artworks placed at JAC and other locations around island
- Locations for artworks outside JAC require community and organizational partnerships, including Town of Jamestown
- Call for Proposals and selection committee format will follow public art best practices and transparency
- Multiple community and education events planned in conjunction with exhibition, such as workshop for school-aged children, talks, films, free family events, etc.

**Request**

**The Jamestown Arts Center requests that the Town of Jamestown approve use of the following town properties as potential exhibit locations for artworks in conjunction with the Outdoor Arts Experience exhibition, summer 2020.**

- **Community Playground, grassy area along sidewalk**
- **Jamestown Philomenian Library**
  - utility box
  - lawn along Swinburne Street entrance
- **Melrose & Lawn Schools campus, through possible Artist in Residence proposal**
- **Jamestown Museum property, in collaboration with Jamestown Historical Society**
- **East Ferry common areas:**
  - "Christmas Tree" location
  - traffic island, along sidewalk
  - by bus shelter
- **Police Department, front lawn**
- **Transfer station**

## **Narrative**

The Outdoor Arts Experience (OAE) is an exhibition the Jamestown Arts Center is actively planning for the summer of 2020, in celebration of our 10th anniversary. The OAE looks to place artworks outdoors in shared public places around Jamestown, with the goal of exposing all community members to artwork.

As a first step in this 2-year project, we look to install a permanent sculpture pad on the exterior grounds of the Jamestown Arts Center (JAC). The pad will provide necessary infrastructure to allow the display of three-dimensional works as part of our ongoing exhibition programming. Placing artwork outside will increase awareness of the JAC and its mission, and offer exposure to artwork to community members who may not have been into the Arts Center previously. The JAC's proposed sculpture pad location is adjacent to the Library, the community playground, and along the sidewalks used by school children, ensuring that works exhibited will be viewed by a significant cross-section of Jamestown residents.

The pad and exhibited artworks will serve as the hub for the second phase of the OAE, that being a summer exhibition in 2020 of at least 9 artworks placed at additional public spaces around the island. This second phase of the OAE will strengthen partnerships between the JAC and other community organizations, and will encourage viewers to seek out artworks at diverse locations around town. Through this arts-driven journey, the OAE will encourage viewers to explore and appreciate various public and historical sites in Jamestown. Site specific events, arts education opportunities, and school field trips are planned and will bring additional visitors to experience the artworks and engage with the community.

Examples of possible artwork locations for the 2020 Outdoor Art Experience exhibition (OAE) include town properties (municipal grounds, schools, town parks), historical sites, non-profit and business properties, and state parks located in Jamestown. In partnering with such organizations in town, the OAE additionally looks to celebrate our incredible natural resources and environment, to promote civic engagement, and create awareness of properties of historical significance. In selecting artworks, a panelist format is anticipated in which representatives from the JAC, partner organizations, the arts community and the community at large will serve on the selection panel. This process will provide transparency and education to the public as to the workings of public art selection.

## **Impact and Outcomes**

In recent history, Jamestown has had many meaningful and interesting discussions about the role of art in our community. Prompted by a proposed sculpture gift, in 2018 the Town Council appointed an ad-hoc public art committee to define rules around the acceptance of any public art gifts to the town. The JAC believes this discourse is productive, and looks to build on this by placing temporary, rotating artworks outside our facility on the proposed sculpture pad. By regularly exhibiting to our community large, 3-dimensional or experimental artworks, we will continually encourage these

conversations. The immediate community of Jamestown and Rhode Island is home to numerous artists and the OAE will allow us to further our connections with the immediate and greater artistic community.

We know that in Rhode Island as in many places, there are often significant social and financial barriers to people's participation in the arts. We believe this project will break down these barriers by presenting artwork in an accessible and public way. We will actively seek input from visitors, and plan a people's choice award to allow people to weigh in on the artworks exhibited.

The Outdoor Arts Experience project is designed to primarily serve the immediate community of Jamestown by placing artworks in highly visible common areas in town, with the purpose of exposing all community members to public art. Statistically, Jamestown's population is 5,500, 23% of which is children under the age of 18 and 21% of which is seniors 65 or older. Currently, this community does not have a public arts program, and the JAC serves as the community's flagship venue to experience the arts or participate in art classes. We believe that all residents should have exposure to art, and that art shared in common spaces can be a source of enjoyment, a point of community pride, and contribute to civic engagement. Additionally, this project will serve communities throughout Rhode Island through free public events and school field trips.

### **Town Participation**

In order to execute the vision of the OAE exhibition, the JAC seeks to form partnerships with other organizations in order to place artworks at a variety of venues around Jamestown. Of these possible partnerships, collaboration with the Town of Jamestown is both highly desirable and most strategic from the exhibition's point of view.

The JAC respectfully requests that the Town Council of Jamestown consider our exhibition favorably and grant provisional approval for use of the following town-maintained sites as possible locations to host artworks:

- Community playground, small lawn area (exhibit 1)
- Library, lawn and utility box (exhibits 2 & 3)
- Downtown east ferry common areas (exhibits 4 a, 4b, 4c)
- Jamestown Museum property (exhibit 5)
- Melrose & Lawn School campus, two possible locations (exhibits 6a & 6b)
- Police department front lawn (exhibit 7)
- Transfer station lawn, exact location TBD

## **Call for Proposals and Selection Committee**

The JAC will solicit artworks for the OAE exhibit through a Call for Proposals format (see appendix 8). Following public art best practices, a selection committee (see appendix 9) will be convened to review proposals. The selection committee will provide a list of recommended artworks. Artworks recommended to be hosted on Town of Jamestown properties will be reviewed by town administration & JAC staff for feasibility, after which final selections will be announced at a subsequent Town Council meeting.

## **Project Timeline**

### **Fall 2018-August 2019**

- Design & install JAC sculpture pad, select & place one artwork to be on display summer 2019
- Establish location partners and funding for installation phase
- Finalize Call for Proposals and curatorial vision.
- Form selection committee

### **Execution phase, September 2019- July 2020**

- Publish Call for Proposals September 1, 2019.
- Selection Committee reviews, recommends exhibitors and artworks.
- All selections vetted by JAC for feasibility.
- Installation parameters of each artwork established.
- Artworks installed last week of June, 2019.
- Plan outreach and programming.
- Publish catalogue, signage, maps, website.

### **July 10, 2020**

- Exhibit opens in conjunction with JAC's Summer Soirée event.
- On display through October 31, 2020
- Education and Outreach phase begins: Numerous events through October. Examples include films, talks, workshops, field trips.
- Special community OAE opening, event date TBD.

### **November 2020**

- Exhibit removal

In organizing and planning for the OAE exhibit, we have secured the following partnerships and support to date:

- **Jamestown Public Art ad-hoc committee**
  - Memo to town council in support of exhibition
  - Letter issued in support of JAC's application for a Rhode Island Community Grant
- **Jamestown Historical Society**
  - letter of support for partnership within the Jamestown Museum property, see appendix.
- **Jamestown Schools Department**
  - Verbal support for the OAE and collaboration possibilities from Jamestown Superintendant of Schools Dr. Ken Duva
- **Jamestown Philomenian Library**
  - exhibition presented to the Library Trustees; verbal pledge of support & partnership.
- **Rhode Island Department of Environmental Management**
  - letter issued in support of JAC's application for a Rhode Island Foundation community grant from Janet Coit, Director Rhode Island DEM
  - memorandum from Jason McNamee, Marine Fisheries, to Roger Monfette, regional parks & rec, in support of project within Fisheries campus at Ft. Wetherill
- **Beavertail Lighthouse Museum Association**
  - letter issued in support of project, including installation of artwork(s) within the Beavertail State Park property, see appendix #
- **First Subdivision of Shoreby Hill**
  - letter of support from Trustees, see appendix.
- **BankNewport**, pledge of their property as artwork venue.
- **Jamestown Chamber of Commerce**, verbal approval of project in concept, conversations ongoing.
- **St. Matthews Church**, initial positive reception by Vestry to use of church lawn as artwork venue, conversations ongoing.
- **Conanicut Island Land Trust**, conversations ongoing for use of farms' as artwork venue.
- **Jamestown Community Farm**, in initial discussions for use of farm as artwork venue, conversations ongoing.

## Appendix

### 1) Playground



### 2) Library, lawn along Swinburne Street



### 3) Utility box, library



4. Downtown Ferry areas, several possibilities:

A. “Christmas tree” area



B. area along sidewalk



C. lawn near bus shelter



5. Jamestown Museum



6. Melrose & Lawn Schools campus, along nature trail or along Melrose School driveway

A.



B.



7. Police Department front lawn



## **Appendix 8**

### **CALL FOR PROPOSALS**

#### **Introduction**

The Jamestown Arts Center is seeking sculptures and installations for its inaugural Outdoor Art Experience, Summer 2020. The Outdoor Art Experience (OAE) is planned as a celebration of the Jamestown Arts Center's 10<sup>th</sup> Anniversary. In partnership with other venues, the OAE will place 10 works at varied and diverse sites around Jamestown. In keeping with our Anniversary, we are seeking celebratory works suitable for public display in community and family-friendly locations.

In addition to finished pieces, proposed work and site-specific installations will be considered. We encourage entries in the following categories; 1) impact/larger scale, 2) moderate intimate scale, 3) Intentionally functional and 4) Experimental including but not limited to installation/new media/temporal/participatory. Additionally, we are seeking proposals for one piece to be created as part of an Artist-in-Residence program. Please review possible artwork venues on the OAE exhibition website, (TBD). Artists may propose for a specific location, or indicate that we may select the site most appropriate. Selected works will receive a \$1000 honorarium. Additionally, a People's Choice Award will be given to one artist.

#### **Theme: Celebrate Community through Art**

The theme of the exhibition is celebratory; community; arts; anniversary. While we are interested in all types of art, artists should consider how their artwork relates to or celebrates the history, environment, culture and/or current community of Jamestown. Because this project is for and about the community, all artists will be expected to participate in our community-based programming. Possible examples include leading a school field trip, holding an artist's talk, participating in a panel discussion of public art process, holding a workshop in 3-d art creation for children, hosting a tour of their studio, to name a few. Applicants should consider how they might best support our educational and outreach component.

#### **Selection Criteria**

Entries will be evaluated by a selection panel to include curators, local artists & community members. Selection criteria shall include, but not be limited to: Artistic excellence; safety; suitability for public display; responsiveness to theme; compatibility with site(s) available; durability; maintenance. The selection panel will recommend works to the OAE committee, who will make final determination after reviewing safety & logistics in consultation with location partner(s). Exhibition may include works by invitation in addition to works by jury selection.

## **Artist's Benefits**

Selected artists will receive a \$1000 honorarium and the opportunity to list the work for sale. Artists will receive 65% of any sales; any sold works must remain on display for the duration of the loan period. Artwork will be on view to the public for four months in highly-visible locales in the town of Jamestown. Artwork will have identifying signage for the course of the exhibition. The Jamestown Art Center will carry liability insurance for the course of the exhibition. The JAC will publicize the exhibition through its website, walking map/exhibit brochure, social media, direct mail to its membership, and local print advertising. The JAC will provide photography of the work as installed. Artists will have the opportunity to give presentations, talks, and interact with the viewing public.

## **Timeline**

September 1, 2019 Applications open through [CallForEntry.org](http://CallForEntry.org)

November 1, 2019 Application Deadline

January 1, 2020 Notification of consideration

March 1, 2020 Studio visit, installation plan and site assignment complete.  
Contracts signed.

June 22-28, 2020 Installation period

July 10, 2020 Exhibition Opening in conjunction with 10<sup>th</sup> Anniversary Summer Soirée at the Jamestown Arts Center.

August 2020, TBD OAE Community Block Party celebration

October 30, 2020 Works on display

October 31- November 2, 2020 Removal period.

## **Guidelines & Restrictions**

Artist is responsible for transportation of work to and from Jamestown, and for installation and removal. Works must be installation ready by agreed-upon date. Works must be removed in a timely fashion within scheduled dates.

It is recommended that works be 12' x 8' x 8' or smaller, or made of components up to this size that can be assembled into a larger whole, in order to avoid any wide-load issues during transportation.

Works must be suitable for outdoor installation and built in a durable, stable fashion. Works must be capable of withstanding adverse weather conditions including but not limited to high winds, rain, high temperatures, freezing.

Artist is responsible for stability of artwork. Artist will detail provisions for stability in application. Provisions and installation plans of selected artworks will be vetted in advance during a studio visit. Some examples of such are self-supporting, temporary built pedestal, welded or bolted to steel plate, etc.

Artwork may be installed in close proximity to the viewing public and must not pose hazards. Artist will specify if work is non-climbable, or intentionally functional. Fragile, dangerous or inappropriate works will not be considered. Artist agrees to affect any repairs during exhibition if such situation arises.

Artist will install on date to be agreed upon with JAC. JAC will provide installation assistance including equipment as agreed upon in advance and hands-on assistance, however artists will oversee and participate in the installation/removal process and should bring tools and appropriate hardware as required. JAC staff, contract labor and volunteers shall not be held responsible for loss or damage to the artwork during installation or removal.

On delivery artwork will be reviewed by JAC staff and location partner. If piece is deemed structurally unsound or misrepresented, acceptance will be revoked. JAC retains final decision and approval of installation.

JAC will carry liability insurance, however artists are encouraged to carry additional insurance for damage or loss of artwork itself.

Artist retains copyright of the artwork, and JAC will credit the artist whenever the artwork is exhibited or published by JAC. JAC may use images of the artist and artwork in promotional or educational materials.

## **Application**

Application may be found at (link TBD). In summary, application requests artist's contact information, bio or cv, up to four images showing various angles of existing piece OR detailed plans/mockup of proposed piece, artist's statement specific to proposed work, and detailed specifications including installation/removal requirements and provisions for stability. Additionally, selected artists are expected to participate in some aspect of community engagement, and should specify in their application the ways in which they will participate. Artists are encouraged to contact the project manager with questions in advance of application. Artists are strongly encouraged to visit possible sites prior to application submission.

Note that in the first round of jurying, all identifying information will be removed from application materials.

Please address all questions to Molly Dickinson, project manager.

[Molly@jamestownartcenter.org](mailto:Molly@jamestownartcenter.org), 401-560-0979.

## **Appendix 9**

### **Selection Committee**

Selection Committee will be comprised of 7 panelists to represent the community, our partners and the JAC as follows:

- 2 panelists from the Jamestown community at large
- 2 panelists representing our location partners, to be named by lottery
- 1 panelist drawn from the JAC's volunteer Exhibition Committee
- 1 Public Art Curator or Arts Administrator of note, from outside the Rhode Island area.
- 1 JAC staff representative

## **Appendix 10: Letters of support**



**TOWN OF JAMESTOWN**  
P.O. Box 377  
93 Narragansett Ave.  
JAMESTOWN, RHODE ISLAND 02835

Planning Office - 423-7210  
Fax - 423-7226

March 14, 2019

Molly Dickinson  
Special Projects Coordinator  
Jamestown Arts Center  
18 Valley Street  
Jamestown, RI 02835

RE: Support for Jamestown Arts Center Outdoor Art Experience

Dear Ms. Dickinson,

At the March 13, 2019 meeting of the Ad-Hoc Committee for Public Art the Committee listened to your project vision with excitement and anticipation. After discussion, the committee made a motion to supply collaborative and provisional support for the Jamestown Art Center Outdoor Art Experience and encouraged you to seek funding for this project. The Committee felt that the Outdoor Art Experience dovetails with the committee's charge and goals.

We wish you luck and are look forward to continuing to coordinate with the Arts Center on this exciting project.

Sincerely,

Duncan Pendlebury, Chair  
Jamestown Ad-Hoc Committee for Public Art



Office of the Town Planner

## MEMORANDUM

**TO:** The Honorable Town Council Mr. Michael White, President

**FROM:** Duncan Pendlebury, Chair, Ad-Hoc Committee for Public Art **RE: Jamestown Art Center Outdoor Art Experience (OAE)**

**DATE:** April 11, 2019

The Ad-Hoc Committee for Public Art met on April 10, 2019 and reviewed the proposed Jamestown Art Center OAE project with their representatives Molly Dickinson and Mary Hall Keen. The Ad-Hoc Committee for Public Art made a motion to the Town Council that “the committee enthusiastically endorses the Jamestown Art Center Outdoor Art Experience project.”

C: Andy Nota, Town Administrator Cheryl Fernstrom, Town Clerk

---



# Jamestown Historical Society

May 14, 2019

Outdoor Art Experience Committee  
Molly Dickinson, Project Manager  
Jamestown Arts Center  
18 Valley Street  
Jamestown, RI 02835

*President*  
Mary Heath

*Vice President*  
Gabrielle Highstein

*Secretary*  
Delia Klingbeil

*Treasurer*  
Rosemary Enright

*Directors to 2019*  
Stephanie Amerigian  
Polly Hutcheson  
Dan Wright

*Directors to 2020*  
Fred Brown  
Bob Flath  
Marcie Lindsay  
Larry McDonald  
Linda Warner

*Directors to 2021*  
Suzi Andrews  
Jim Buttrick  
Madeleine Gromada  
Dianne Rugh  
Bill Salmons

---  
Museum  
92 Narragansett Avenue

Vault  
93 Narragansett Avenue

Jamestown Windmill  
North Road

Jamestown Quaker  
Meetinghouse  
North Road

The 1776 Battery  
Battery Lane

Dear Molly:

The Jamestown Historical Society supports the OAE project and will help in any way possible. We will make OAE publicity brochures available in the museum. Our exhibit committee is still in the planning stages for our library case exhibits in 2020 and will evaluate the possibility of mounting an exhibit on public sculpture in Jamestown and/or Jamestown's sculptors.

We are willing to sponsor a sculpture in the vicinity of the museum. However, the society does not own the building or the land around it, so an installation would require you to get permission from the Town of Jamestown, also.

We do have some concerns about the size and placement of such a sculpture. The stone walkway and front deck of the museum were built primarily to allow handicap access to the museum. The sculpture could not interfere with that purpose. We also request that, if a sculpture is permitted, the selected piece respect the size and history of the building and of its site in the Artillery Ground/Town Cemetery.

Sincerely,

Mary Heath  
President

The Jamestown Historical Society is a federally acknowledged nonprofit organization.  
Gifts to the society are tax deductible to the full extent of the law.

Post Office Box 156, Jamestown, RI 02835 401-423-0784  
*Email [info@jamestownhistoricalsociety.org](mailto:info@jamestownhistoricalsociety.org)*  
*[www.jamestownhistoricalsociety.org](http://www.jamestownhistoricalsociety.org)*

**RHODE ISLAND**  
**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**  
**OFFICE OF THE DIRECTOR**  
235 Promenade Street, Room 425  
Providence, Rhode Island 02908

March 12, 2019

Rhode Island Foundation  
One Union Station  
Providence, RI 02903

RE: Community grant proposal, Jamestown Arts Center

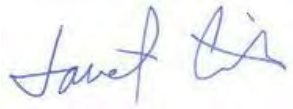
We are writing in support of the Jamestown Arts Center's (JAC) proposed 2020 Outdoor Art Experience (OAE), for which we understand they are requesting a Community Grant from the Rhode Island Foundation.

The Rhode Island Department of Environmental Management (DEM) through its Parks and Recreation Department is actively in discussion with the JAC regarding this exhibition. Through our regional manager, Roger Monfette, conversations have been had as to the overall concept of the exhibition, which locations at Fort Wetherill and Beavertail State Parks might be suitable to host artworks as part of this, as well as the process by which the JAC should submit applications for use to the DEM.

At this planning phase, the JAC's OAE has been presented to us for consideration and we look forward to receiving applications for use of specific sites. Our approval process is specific, such that final approval will not be granted until an exact artwork is chosen for a site within one of our parks. As the JAC expects to solicit proposals from artists in the fall of 2019 for a 2020 installation, final approval from DEM will likely be pending into early 2020. However, we feel that in concept the JAC's exhibit will complement our two state parks in question and encourage additional visitors to enjoy both our parks and the exhibition.

To this end, I am writing in my capacity as Director, Rhode Island Department of Environmental Management to indicate our support of the Jamestown Arts Center's Outdoor Art Experience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Janet Coit", with a stylized flourish at the end.

Janet Coit

Telephone 401.222.4700 | [www.dem.ri.gov](http://www.dem.ri.gov) | Rhode Island Relay 711



***Beavertail Lighthouse Museum Association***

*Dedicated to Preservation and Education*

*P.O. Box 83 Jamestown, RI 02835*

April 11, 2019

Outdoor Art Experience Committee  
Molly Dickinson, Project Manager  
Jamestown Arts Center  
18 Valley Street  
Jamestown, RI 02835

Dear Ms. Dickinson:

The Beavertail Lighthouse Museum Association (BLMA) supports the Outdoor Art Experience project.

BLMA is willing to sponsor a sculpture which the JAC will be responsible for in the vicinity of the museum. The only exception would be the concrete pad on the west side, closest to the back of lighthouse and oil house. This is because if we have any reason to use the field for any summer activities, we need to have room to do so.

BLMA will make your publicity brochures available in the museum.



Stewart B. Morgan  
President  
Beavertail Lighthouse Museum Association

**First Subdivision of Shoreby Hill, Inc.**

23 Hawthorne Road  
Jamestown, RI 02835

---

May 9, 2019

Jamestown Town Council  
93 Narragansett Ave  
Jamestown, RI 02835

RE: Outdoor Art Experience, Jamestown Arts Center

I am writing in support of the Jamestown Arts Center's (JAC) proposed 2020 Outdoor Art Experience.

JAC Board Member Eugene Mihaly discussed the Outdoor Art Experience concept with our Trustees and subsequently presented the concept at a 2 September 2017 Special Meeting of the members of the First Subdivision of Shoreby Hill. After discussion, the membership voted in favor of allowing the Jamestown Art Center to use our Green in a community-wide public art exhibit.

The First Subdivision of Shoreby Hill is committed to supporting community events including the Fools' Rules Regatta and the Christmas Pageant with the use of our Green. We feel that the JAC's Outdoor Art Experience will engage our community as well as visitors to our island, and we are excited to provide our support!

We look forward to working with the JAC and its partners throughout the community as they continue to develop this exhibition, its logistics, practicalities and curatorial vision.

Sincerely,



Barbara A. Herrmann  
President  
First Subdivision of Shoreby Hill, Inc.  
Jamestown, Rhode Island

Market: NEW ENGLAND  
Cell Site Number: RI4182  
Cell Site Name: JAMESTOWN HIGH & HOWLAND  
Fixed Asset Number: 10085264

## **SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("**Second Amendment**"), dated as of the latter of the signature dates below, is by and between the Town of Jamestown, having a mailing address at Jamestown Town Offices, PO Box 377, Jamestown, RI 02835 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Wireless PCS, Inc. (dba) AT&T Wireless Services, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated December 28, 1996, and First Amendment dated April 13, 2017, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located on High Street, Jamestown, RI ("**Agreement**"); and

WHEREAS, Tenant desires to change, modify or relocate the Communication Facility, which Landlord is willing to approve; and

**WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and**

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **New Exhibit 2-A.** Any changes to the demised premises must be submitted to the Town for their review and approval. No change, modification, improvement, extension, upgrade and/or intensification of the use by the Tenant of the demised premises is permitted, except for routine repairs, maintenance and emergency actions to safeguard the Tenant's property and equipment and/or restore service operations. The Town shall have the sole discretion whether to approve any request for change, modification, improvement, extension, upgrade and/or intensification of

the use by the Tenant, unless required by Federal or State agencies or is a like for like swap of equipment. The rent may be subject to negotiation for an increase in any instance where the Tenant seeks to increase the square footage of the demised premises or increase the amount of equipment as described in Exhibit 2-A.”

**2. Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by Five Hundred and No/100 Dollars (\$500.00) per month, subject to adjustments as provided in the Agreement.

**3. Notices.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:                   New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: RI4182; Cell Site Name: JAMESTOWN HIGH &  
HOWLAND (RI)  
FA No: 10085264  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a copy to:               New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site#: RI4182; Cell Site Name: JAMESTOWN HIGH &  
HOWLAND(RI)  
FA No: 10085264  
208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:               Andrew E. Nota  
Town Administrator  
93 Narragansett Avenue  
Jamestown, RI 02835

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

**4. Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add,

modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

**“LANDLORD”**

Town of Jamestown

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“TENANT”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

TENANT ACKNOWLEDGEMENT

STATE OF RHODE ISLAND

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

LANDLORD ACKNOWLEDGEMENT

STATE OF RHODE ISLAND

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

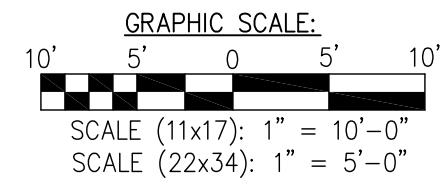
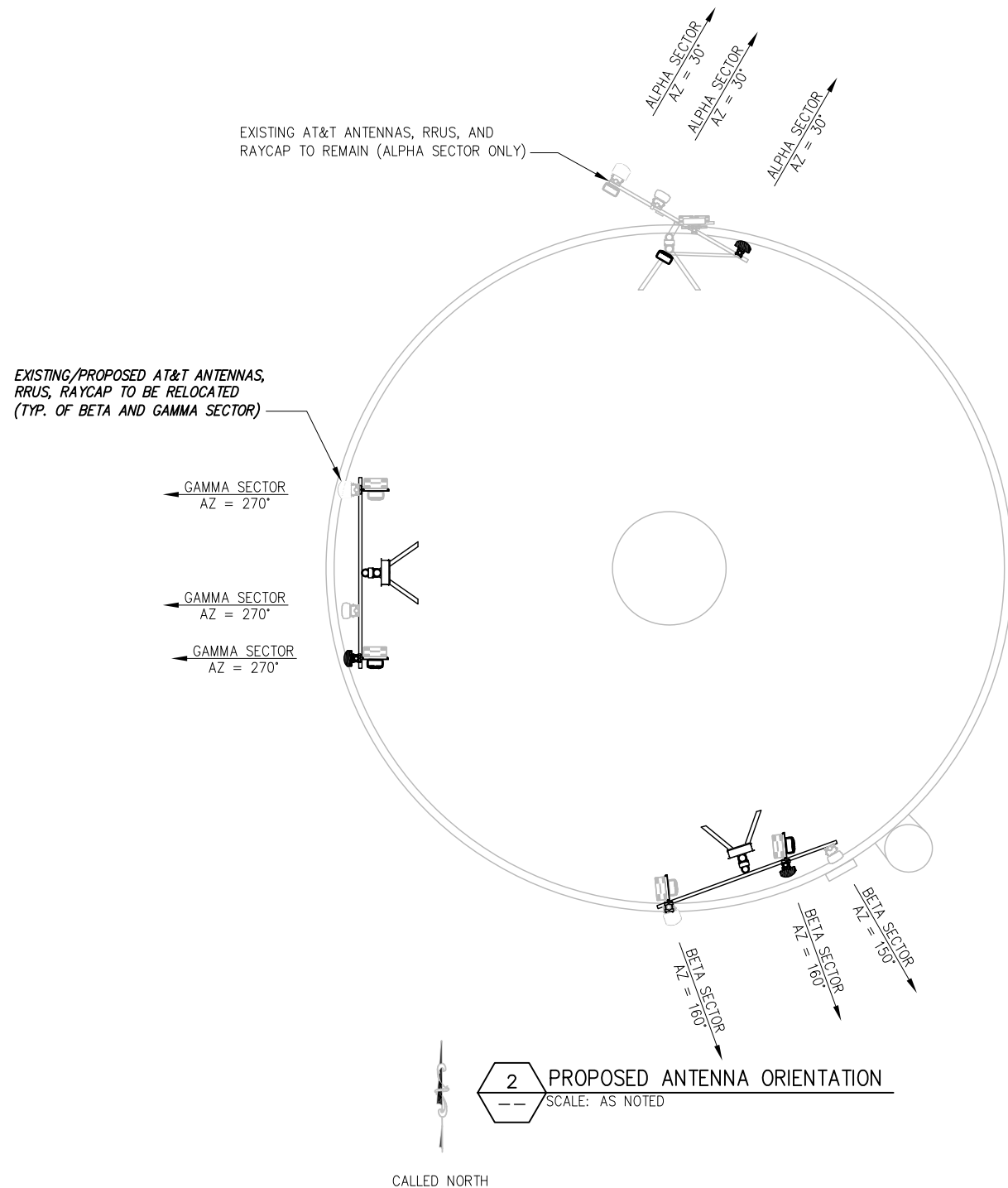
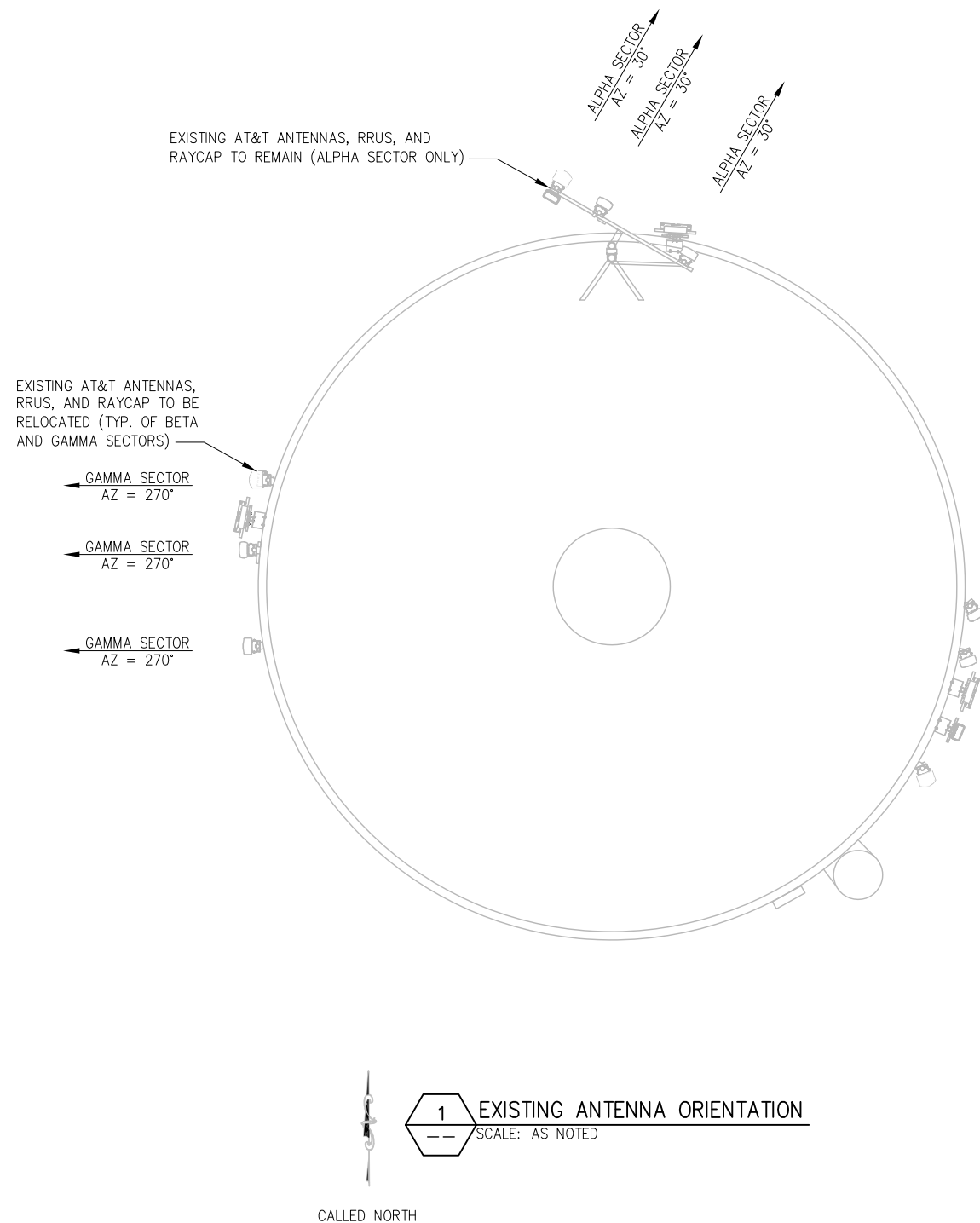
## **EXHIBIT 2-A**

**See attached exhibits comprised of two (2) pages, last revision date 08/28/18, prepared by Infinigy.**

### **Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**NOTE:**  
INFINITY ENGINEERING HAS NOT EVALUATED THE EXISTING TOWER  
STRUCTURE OR MOUNT FOR THIS SITE, AND ASSUMES NO  
RESPONSIBILITY FOR ITS STRUCTURAL INTEGRITY. STRUCTURAL AND  
MOUNT ANALYSIS TO BE COMPLETED PRIOR TO INSTALLATION.



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TO THIS DOCUMENT IS A VIOLATION OF  
APPLICABLE STATE AND/OR LOCAL LAWS

[illegible]

A	LEASE EXHIBIT	ASW	08/28/1
No.	Submittal / Revision	App'd	Date

Drawn: BMM Date: 08/28/18  
Designed: ASW Date: 08/28/18  
Checked: ASW Date: 08/28/18

Project Number: 555-000

Project Title:

FA# 10085264

SITE ID: RI4182

JAMESTOWN HIGH  
&HOWLAND (RI0567)

96 HOWLAND AVENUE  
JAMESTOWN, RI 02835

Prepared For:



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EXPRESS WRITTEN CONSENT OF THE CREATOR  
IS STRICTLY PROHIBITED.

Drawing Scale:	
<u>AS NOTED</u>	

Date: 08/28/18

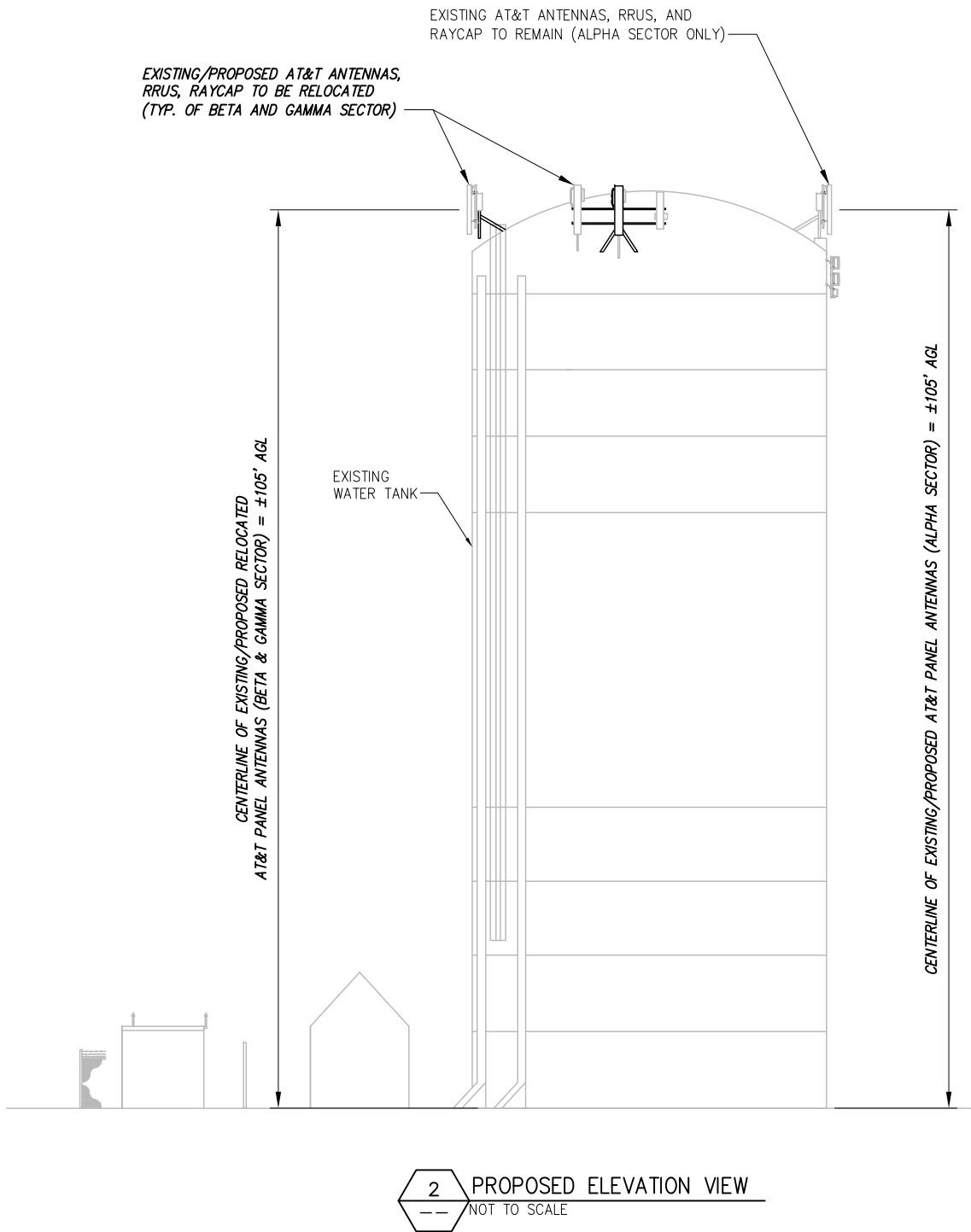
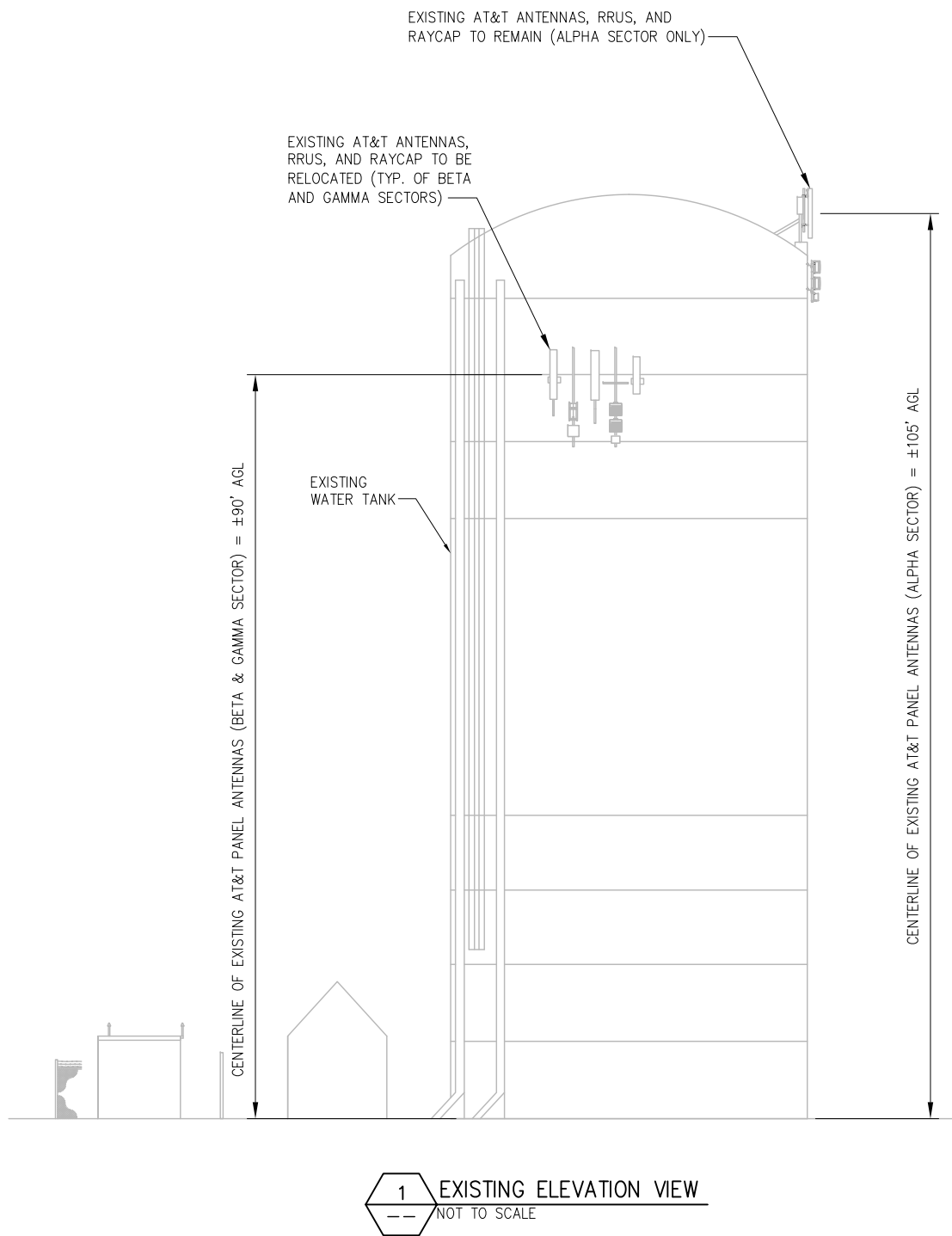
Drawing Title

## ANTENNA ORIENTATION

Drawing Number

**LE1**

**NOTE:**  
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STRUCTURE OR MOUNT FOR THIS SITE, AND ASSUMES NO  
RESPONSIBILITY FOR ITS STRUCTURAL INTEGRITY. STRUCTURAL  
AND MOUNT ANALYSIS TO BE COMPLETED PRIOR TO INSTALLATION.



INFINIGY

1033 Watervliet Shaker Rd  
Albany, NY 12205  
Office # (518) 690-0790  
Fax # (518) 690-0793



UNAUTHORIZED ALTERATION OR ADDITION  
TO THIS DOCUMENT IS A VIOLATION OF  
APPLICABLE STATE AND/OR LOCAL LAWS

No.	Submittal / Revision	App'd	Date
A	LEASE EXHIBIT	ASW	08/28/18

Drawn: BMM Date: 08/28/18  
Designed: ASW Date: 08/28/18  
Checked: ASW Date: 08/28/18

Project Number:

555-000

Project Title:

FA# 10085264

SITE ID: RI4182

JAMESTOWN HIGH  
&HOWLAND (RI0567)

96 HOWLAND AVENUE  
JAMESTOWN, RI 02835

Prepared For:



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CENTERLINE COMMUNICATIONS IS STRICTLY  
PROHIBITED.

Drawing Scale:  
AS NOTED

Date:  
08/28/18

Drawing Title

**ELEVATION  
VIEW**

Drawing Number

**LE2**

## ATTACHMENT 1

### MEMORANDUM OF LEASE

**Prepared by:**

**Jennifer Iliades, Site Acquisition Consultant**  
**Centerline Communications**  
**750 West Center Street, Suite 301**  
**West Bridgewater, MA 02379**

**Return to:**

Centerline Communications, c/o Jennifer Iliades  
750 West Center Street, Suite 301  
West Bridgewater, MA 02379

Re: Cell Site # RI4182; Cell Site Name: JAMESTOWN HIGH & HOWLAND  
Fixed Asset #: 10085264  
State: Rhode Island  
County: Newport

### FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

This FIRST Amendment to Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of Jamestown, having a mailing address at Jamestown Town Offices, PO Box 377, Jamestown, RI 02835 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the 28 day of December, 1996, as amended by that certain First Amendment to Lease Agreement dated April 13, 2017 and Second Amendment to Lease Agreement dated \_\_\_\_\_ for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded May 5, 2017 in Book 894, page 81, in the public records of the Town of Jamestown, State of Rhode Island.
2. Landlord agrees to increase the size and location of the Premises to accommodate additional equipment. Landlord leases to Tenant the Premises as more completely described on attached **Exhibit 1-A**. **Exhibit 1-A** hereby replaces **Exhibit A** to the Agreement.

3. This First Amendment to Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to Memorandum of Agreement as of the day and year first above written.

**“LANDLORD”**

Town of Jamestown

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**“TENANT”**

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

## TENANT ACKNOWLEDGEMENT

STATE OF RHODE ISLAND

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## LANDLORD ACKNOWLEDGEMENT

STATE OF RHODE ISLAND

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TOWN COUNCIL MEETING**  
**August 19, 2019**

**I. ROLL CALL**

Town Council Members present:

Michael G. White, President  
Mary E. Meagher, Vice President  
Nancy A. Beye  
Randall White  
William J. Piva, Jr.

Also in attendance:

Andrew E. Nota, Town Administrator  
Peter D. Ruggiero, Town Solicitor  
Christina D. Collins, Finance Director  
Edward A. Mello, Police Chief  
Michael C. Gray, Public Works Director  
Lisa W. Bryer, Town Planner  
Andrew Wade, Recreation Director  
Betsey Anderson, Senior Service Director  
Denise Jennings, Water and Sewer Clerk  
Erin F. Liese, Town Clerk  
Angela Deneault, Lieutenant  
Joel Pinocci, Sergeant  
Karen Catlow, Sergeant  
Jason Hopkins, Sergeant  
Ronald Jacobson, Police Officer  
Nathan Schaffer, Police Officer  
Chad Specht, Police Officer  
David Bento, Police Dispatcher

**II. CALL TO ORDER, PLEDGE OF ALLEGIANCE**

Town Council President White called the regular meeting of the Jamestown Town Council to order at 6:32 p.m. in the Jamestown Town Hall Rosamond A. Tefft Council Chambers at 93 Narragansett Avenue, and led the Pledge of Allegiance.

A moment of Silence was observed in memory of Bruce Livingston, who passed away last week.

**A motion was made by Vice President Meagher with second by Councilor Piva to Convene as the Board of Water and Sewer Commissioners. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

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

The Town Council convened as the Board of Water and Sewer Commissioners at 6:33 p.m. and adjourned from sitting as the Board of Water and Sewer Commissioners at 6:42 p.m. See Board of Water and Sewer Commissioners Meeting Minutes.

### IV. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, PRESENTATIONS, RESOLUTIONS AND PROCLAMATIONS

#### A) Proclamations:

##### 1) No. 2019-11: Cheryl Fernstrom Retirement

Cheryl Fernstrom was present.

Town Council Vice President Meagher read the Proclamation from the Town Council offering sincerest congratulations to Cheryl Fernstrom, Town Clerk, on the occasion of her retirement. (Applause)

**A motion was made by Vice President Meagher with second by Councilor Piva to adopt the Proclamation. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

Cheryl Fernstrom thanked the Council.

##### 2) No. 2019-12: Andy Nota Town Administrator

Councilor Beye read the Proclamation from the Town Council offering thanks and congratulations to Andy Nota, Town Administrator on his position change to East Greenwich. (Applause)

**A motion was made by Vice President Meagher with second by Councilor Beye to adopt the Proclamation. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

Andy Nota thanked the Council.

#### B) Presentations:

##### 1) Police Chief Edward A. Mello: Jamestown Police Department Life Saving Award

##### a) Officer Nathaniel Schaffer, Jamestown Police Department

Chief Mello gave a brief synopsis of the lifesaving calls and experiences, with regards to the work of Police Officer's.

Chief Mello recognized Police Officer Nathan Schaffer with the Life Savings Award for his water rescue in December, 2018.

- 2) Executive Director Christine Crocker, RI Police Accreditation Commission and Captain Mathew Benson, Johnston Police Department
  - a) Jamestown Police Department RI Police Accreditation

Chief Mello introduced Christine Crocker and Mathew Benson representing the RI Police Accreditation Commission.

Executive Director Crocker and Captain Mathew Benson detailed the accreditation process, and further explained it as the best practices and standards for Police Departments.

Further recognition on this achievement went to Chief Edward Mello, Lt. Angela Deneault, and Sgt. Karen Catlow.

Chief Mello commented on the achievement and personally thanked Lt. Angela Deneault and Sgt. Karen Catlow for their work on the accreditation.

#### **V. PUBLIC HEARINGS, LICENSES AND PERMITS**

- A) Bingo License Application; review, discussion and/or potential action and/or vote
  - 1) Applicant Friend of Jamestown Seniors, Inc.  
Event: Bingo Games  
Dates: 09-01-2019 to 08-31-2020  
Location: 6 West Street
    - a) RI State Police Certificate of Approval to conduct Senior Center Bingo through August 31, 2020

**A motion was made by Vice President Meagher with second by Councilor White to approve the Bingo License for the Friends of Jamestown Seniors, Inc. for the period September 1, 2019 to August 31, 2020. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

- B) One Day Event License Application; review, discussion and/or potential action and/or vote
  - 1) Applicant Jamestown Community Food Pantry  
Event: Yard Sale  
Dates: October 12, 2019  
Location: Fort Getty Pavilion
    - a) Request for Waiver of Pavilion Rental Fee

Barbra Szepatowski of Riptide Street explained the fundraising effort of the yard sale and requested a fee waiver for the Pavilion rental.

Vice President Meagher questioned if the date was approved, due to the lack of signatures on the application.

Recreation Director Wade advised the date was fine and the event had his full support.

**A motion was made by Vice President Meagher with second by Councilor White to approve the Yard Sale License for Jamestown Community Food Pantry and to waive the Pavilion Rental Fee. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

## **VI. OPEN FORUM**

### **A) Scheduled request to address**

#### **1) Roland and Martha Vigneault regarding Motocross Track on East Shore Road**

Roland and Martha Vigneault of East Shore Road addressed the Council and explained their request to limit the use of motocross and motorized sport activity in residential areas; due to noise and dust created by the activity. They further explained their neighbors track has an effect on the enjoyment of their property. They also suggested what other communities have done to address the issue. They also advised that Jamestown's Noise Ordinance is the least restrictive. They thanked Chief Mello, Building/Zoning Official Costa for their support on this issue and further thanked the Council for their consideration. They provided materials for the Council's review.

Council President White advised they will take this under consideration; however they cannot take further action in Open Forum.

Nick Robertson of Car Lane explained his opposition to further restriction of motorized recreational vehicles. He commented that restrictions would impact children and property rights. He suggested maybe limiting the time. He stated they need to stop regulating everything.

Tom Miozzi of Prospect Ave agreed with Mr. Robertson as to the effects of children by restricting outdoor activities. He suggested the neighbor place water on the track to control the dust and run a larger muffler to aid in the noise. He also suggested the neighbors should address this issue vs. implementing an ordinance. He stated do not take away the back yard from the kids.

Robert Bailey of East Shore Road advised he was the owner of the property in question. He clarified he has not built a track; however his children have created paths in the backyard. He explained his children's involvement in the National Racing Circuit. He further explained their involvement in the National Racing Circuit brings them out of town quite often. He advised the noise of the bikes are similar to a lawn mower; and that the noise has not exceeded the decibels in the noise ordinance. He has not received a citation and feels this could be addressed between neighbors. He would not want to see an ordinance handled like that of target shooting. He requested the Council to not consider limiting motorized recreational activities. He provided materials for the Council's review.

Peter Cowpwell of Narragansett Ave explained he has been living in Jamestown since 1965 and advised on historical tracks and locations on the island. He stated this is a positive activity for kids and suggested limiting times, but not banning. He also observed and noted the Bailey's are out of town often.

B) Non-scheduled request to address-

Charlotte Zarlengo of Seaside Drive speaking for Jamestown Shores thanked Andy for his work and support given over the years. She also thanked the Council. She questioned the status of the “Shores Lots” with regard to the Land Trust.

Town Administrator Nota stated this should be remedied by this fall and announced the Solicitor’s Office and Planning Director Breyer are currently working on the easements and currently there are no changes. Should there be any changes they will advise the public of the proposed changes.

Council President White stated they will take open forum issues under consideration; however does hope the neighbors can resolve their issue without the Council’s involvement.

**VII. COUNCIL, ADMINISTRATOR, SOLICITOR, COMMISSION/COMMITTEE  
COMMENTS & REPORTS**

- C) Town Administrator’s Report: Andrew E. Nota
- 1) Short –term Rental Management
  - 2) EMS Barn Property and Parking
  - 3) North Road
  - 4) Shared- use Path (Bike/Pedestrian)
  - 5) Fort Getty Gate House and Lower Restroom Projects
  - 6) Gould Island Site Visit
  - 7) Moody’s Investors Services Bond Rating Review AA Bond rating
  - 8) Good Energy, LP-Community Energy Aggregation
  - 9) School Construction Proposed Roof-top Solar Installation
  - 10) ICMA Northeast Region Program Opportunity
  - 11) Rhode Island League of Cities and Towns Program Updates
  - 12) Town Administration Meeting with RI DEM
    - a) Beavertail Lease
    - b) Gould Island
    - c) Dutch Island
    - d) RI Open Space and Recreation Development Grant

Town Administrator Nota commented on the meeting with RIDEM. He further explained with regard to the Beavertail lease. He advised the 40 year lease set to expire in January, 2020 and the timing element with regards to renewal. He further explained options the town and state would want to discuss. He emphasized the town does not need to take action and credited Frank Meyer on research he has done with Beavertail. He further advised on the support from Solicitors office to determine the lease applicability of the 20 acres. He also read the following email from Director Coit, stating concern on placement of the “Whale Tail” in Beavertail: We at the RI Department of Environmental Management (DEM) were surprised to learn last Friday that the Jamestown Town Council plans to consider a proposal this evening to locate a large Whale Tail art installation at Beavertail State Park. I first learned of this initiative when you mentioned it at

our meeting in late July. As you are aware, many partners have worked for years to protect and preserve Beavertail State Park and its unique natural resources, fragile ecosystem, and historic and iconic lighthouse, buildings and view. While I understand the value and popularity of art in parks and natural settings, DEM has some concerns with the preliminary proposed location, including the impact on the views and historic property. Other concerns include the potential for vandalism and the maintenance costs and responsibilities over the long-term. We are also aware that there may be deed restrictions and other required approvals from the Beavertail Advisory Committee, National Parks Service, and Rhode Island Historic Preservation. As the Town Council continues to vet and consider this and other proposals, I would appreciate – as would our partners at Beavertail – close collaboration and communication going forward, including the ability to review and provide and consider input on any proposals affecting Beavertail State Park. We look forward to working with the Town and our partners on our shared goals of restoration, preservation and enjoyment of this beautiful park. He also read his response as follows: The Town Council has been hearing recommendations and options on the placement of a potential donation of a well-known local artists work for some time. The potential of a Beavertail location more recently surfaced and seems to be the preferred location of members of the Town's Public Art Committee and we'll find out more about the Town Council's thoughts this evening. Clearly any such interest in the site will be subject to securing whatever subsequent approvals would be required from the various agencies impacted by this placement. As discussed briefly at our recent meeting, there are several potential issues facing the possible renewal of the 20 acre parcel in Beavertail which may/may not have a bearing on a favorable response to your request, dated June 27, 2019 to exercise the 40 year renewal option. The matter as related to the placement of artwork, may/may not be a RIDEM issue, depending on the property ownership as of the lease expiration on or around January 14<sup>th</sup> 2020. As you can imagine the town has a sincere interest in the future maintenance, upkeep, preservation, management, public access and use of the Beavertail site, whether combined as one park, or should it have two ownership interests in that being the state and town. There is no interested party that cares for this property more than the residents of Jamestown that support the present and future preservation of this historic and meaningful property. The Town Council and community is cognizant of RIDEM's interest in the property and share your same concerns as noted in your email. As the Council concludes its discussion on the topic of the Whale Tail Sculpture, the Towns professional staff will follow up with you regarding next steps in the review of any such request that may involve RIDEM or other agencies and this property moving forward. The Town Council will also be taking up for further discussion the terms of the existing lease agreement, the request of RIDEM to exercise the 40 year renewal option and other matters of mutual interest regarding this and other property/programs involving the Town and RIDEM.

Town Administrator Nota stated it will be important in the coming months to prioritize these issues. He further advised on the tour of Gould Island recently and representation present. He explained the scope of cleanup and remediation that needs to occur. He commented on the remediation on Dutch and restriction of public access. He described the grant awarded at Lawn Ave. and the grant has met resistance of the Narragansett Tribe. He further explained the possibility to reapply and allocate the funds. He announced that outstanding topics such as short term rentals, EMS Barn Property and Parking, North Road, Shared- use Bike Path, Fort Getty Gate House, Mood's Investors Bond Rating, Good Energy, School Construction, ICMA

Northeast Region Programs, and League of Cities and Towns Programs will be covered in more detail in his exit memorandum later next week.

## VIII. UNFINISHED BUSINESS

- A) Adoption of Corrected Resolution No. 2015-05 “A Resolution Making an Appropriation of \$5,900,000 and Authorization for the Town of Jamestown to Finance Replacements, Renovations and Improvements and Related Equipment at the Jamestown Public Schools and to Issue not more than \$5,900,000 Bonds and Notes and enter into a Financing Agreement with the Rhode Island Health and Educational Building Corporation” adopted by a unanimous vote of the Town Council on April 1, 2019 to correct Local Acts numbers (listed as Local Acts 147 and 150 of 2018 revised to Local Bond Acts 149 and 152 of 2018); review, discussion and/or potential action and/or vote

**A motion was made by Vice President Meagher with second by Councilor Beye to waive reading of the Resolution. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

Town Solicitor Ruggiero advised these changes were recommended by Bond Council.

President White advised on the changes.

**A motion was made by Vice President Meagher with second by Councilor Beye to approve the Corrected Resolution as presented. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye**

- B) Ad Hoc Committee on Public Art: Recommendation to the Town Council to accept the modified application, for Public Art Gift known as the “Whale’s Tail”, proposed location at Beavertail Site #23, and proposed conditions: 1) Maintenance be Covered, 2) Time Restriction of Completion of Twelve (12) Months from Contract Signing, 3) Artist Commitment of it being One of a Kind or a Numbered Limited Edition, 4) If Town Council determines that it is a temporary placement, then escrow should be limited to 3-5 years; review, discussion and/or potential action and/or vote
- 1) Memorandum from Duncan Pendlebury, Chair, Ad-Hoc Committee for Public Art dated July 30, 2019
  - 2) Jamestown’s Whale Tail Proposal for Public Art Gift Application dated June 21, 2019

Duncan Pendlebury thanked Andy for his service to the town. He further advised on the meeting held and explained they had received 190 comments regarding placement of the “Whale Tail”. He detailed the recommendation and advised the artist was no longer just interested in the East Ferry location and would be interested in Beavertail.

He read the following memorandum: At the July 24<sup>th</sup> meeting of the Ad Hoc Committee on Public Art, a motion was made by Mick Cochran and seconded by Peter Fay as follows: To recommend to the Town Council that they accept the application for public art gift known as the Jamestown's Whale Tail as modified in a letter on 7/20/19 with the recommendation for location being Beavertail Site #23 as described in the Report to the Town Council. Public Art in Jamestown. The Committee recommends the following conditions: That the maintenance be covered; time restriction of 12 months, start to finish from contract signing; the artist commits to it being one of a kind or a numbered limited edition; should the town council determine that it is a temporary placement, then escrow should be limited to 3-5 years. Voted unanimously. The motion has been submitted for your action.

Councilor Piva questioned how the committee determined escrow. Mr. Pendlebury advised it was an estimate.

Vice President Meagher thanked the committee on the work and explained they had also developed the criteria on how public art would be accepted and located in the future. She also recommended to future Councils to keep the committees smaller. She supported the recommendation and would take the consequences if and when they come with RI DEM and Nature Conservancy. She also thanked the Donor Committee for their patience and generosity.

Councilor White agrees with Vice President Meagher comments.

Council President White advised at this time they would not discharge the committee.

Varoujan Karentz of Clarks Village Lane and member with the Beavertail Lighthouse Museum spoke in opposition to the placement in Beavertail. He advised the Beavertail Association would reject such location as the board's charge is to keep Beavertail in its natural state. He further described the intent to remove utility lines; membership of the committee; and reported that their next meeting is October 16<sup>th</sup> at 3 p.m.

Discussion ensued on clarification and placement with regards to the Beavertail Lighthouse Museum Association.

Discussion ensued on procedure moving forward such as location approval and vetting.

Frank Meyer of South West Avenue, commented on deed restrictions. He further clarified deed restrictions remain in perpetuity and that deed restrictions can be changed if Jamestown and National Park Service meet and facilitate the change. He further discussed battery lighting and questioned the land swap with regard to Newport Street.

Varoujan Karentz of Clarks Village Lane advised on the lighthouse and turnover to the General Services Administration and National Park Service. He further explained the lead mitigation of the soil at the lighthouse.

Councilor White discussed the role of the Council with the multiple authorities involved in Beavertail. He recommended taking the next step with the gift of the “Whale Tail” and accept the recommendation on the location in Beavertail Site #23.

Discussion ensued on DEM and procedure moving forward.

**A motion was made by Councilor White with second by Vice President Meagher to accept the recommendation of the Ad-Hoc Committee on Public Art with regard to the public art gift known as the Jamestown’s Whale Tail as modified in a letter dated July 20, 2019, with the placement being Beavertail Site #23.**

Councilor Beye advised she was not in favor of the Beavertail location, so would not be voting affirmative tonight.

Back to the vote on the motion. **Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Nay; Councilor White, Aye; Councilor Piva, Aye.**

## **IX. NEW BUSINESS**

- A) Jamestown Community Food Pantry Donation Request in the amount of \$2,500.00; review, discussion and/or potential action and/or vote

Barbra Szepatowski of Riptide Street advised a majority of the board was present this evening and explained they are not affiliated with the Baptist Church; however they were generously given the space.

Bobby Parsons of Ginnell Street and Treasurer of the Jamestown Food Pantry detailed the development of the Jamestown Community Food Pantry. He explained the pantry is run with volunteers and on donations and contributions. He stated they have served 17 families (31 individuals) since opening on July 7, 2019.

Vice President Meagher stated this was a terrific idea and advised on the need to donate reusable bags. She also requested this be added to the yearly budget request for consideration. She also explained the ability to fund in this current budget cycle, by allocating money from the contingency/emergency fund.

**A motion was made by Vice President Meagher to grant the request of \$2,500 in donation to the Jamestown Community Food Pantry with second Councilor White. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Nay; Councilor White, Aye; Councilor Piva, Aye.**

- B) Town Council Liaison to Jamestown Housing Authority; request of Councilor Beye; review, discussion and/or potential action and/or vote

Councilor Beye expressed the importance of a liaison to serve on the Jamestown Housing Authority.

**A motion was made by Vice President Meagher to appoint Nancy Beye as Council Liaison to the Jamestown Housing Authority with second by Councilor Beye. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

Barbra Szepatowski, of Riptide St. advised a liaison is an important role and has been needed for years. She is grateful to have the Council's involvement.

C) Appointment of Interim Town Administrator; review, discussion and/or potential action and/or vote

Vice President Meagher advised on her involvement with the transition of five of the seven Town Administrators and part of 3 Interim Town Administrator appointments. She commented on the quality of the town's professional staff and expressed confidence in moving forward during this transition. She further recommended Christina Collins, Finance Director as Interim Town Administrator due to her previous experience as Interim and her role within the Town as Finance Director. She also remarked that she feels Tina is underpaid.

**A motion was made by Vice President Meagher with second by Councilor White to recommend Christina Collins to serve as Interim Town Administrator.**

Councilor White concurred with Vice President Meagher on appointment of Christina Collins. He also advised that many Department Heads are well equipped to serve as Town Administrator and encourage existing staff to apply for the position.

Councilor Piva agreed to support the appointment of Tina; however he felt the Police Department would have the staffing support to continue in full capacity if Chief Mello was appointed Interim. He suggested Chief Mello due to the demands and staffing of the Finance Office.

Councilor Beye stated she would support the appointment of Tina; but noted that Lisa Bryer has served the town for a long time and deserves recognition and could also fulfill the role of Interim.

President White advised he would support the appointment of Tina, due to her previous work as Interim. He further stated concern with her workload and to reach out to the Council if the burden becomes too much.

Back to the vote on the motion. **Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

Interim Town Administrator/ Finance Director Collins remarked that the Town is grateful to have excellent Department Heads that will assist during the period of transition.

D) Town Administrator Search Process; review, discussion and/or potential action and/or votes

Vice President Meagher suggested the Council follow similar procedure as East Greenwich and the Council act as the Search Committee.

President White commented on the diversity of the Council and the ability of the Council to serve as the selection committee.

**A motion was made by Vice President Meagher with second by Councilor President White for the Town Council to serve as the Search Committee for Town Administrator, with support of the staff and Town Solicitor's Office. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye**

Town Solicitor Ruggiero suggested setting up an organizational meeting, separate from the regular Council meeting and further advised the Town Clerk can facilitate this at a future time.

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

The Consent Agenda approved consists of the following:

- A) Adoption of Town Council Minutes
  - 1) July 8, 2019 (regular meeting)
  - 2) July 8, 2019 (executive session)
  - 3) August 2, 2019 (special meeting)
- B) Minutes of Boards/Commissions/Committees
  - 1) Jamestown Planning Commission (May 15, 2019)
  - 2) Jamestown Planning Commission (June 5, 2019)
  - 3) Jamestown Planning Commission (June 19, 2019)
  - 4) Jamestown Zoning Board of Review (June 25, 2019)
  - 5) Jamestown Philomenian Library Board of Trustees (June 11, 2019)
  - 6) Jamestown Ad-Hoc Committee on Public Art ( July 24, 2019)
  - 7) Jamestown Ad-Hoc Committee on Public Art ( August 7, 2019)
- C) CRMC Notices
  - 1) Public Notice of Rule- Making for Amendments to 650-RICR-20-05-11 Ocean Special Area Management Plan
  - 2) August 2019 Meeting Calendar Amended July 31, 2019
- D) Public Notice
  - 1) State Planning Council Transportation Advisory Committee - State Transportation Improvement Program - Major Amendment #19
  - 2) Public Notice of Jamestown Chamber of Commerce - Installation of New Parking signage and pavement markings in East Ferry
- E) Approval Police Department Mutual Aid Agreements
  - 1) City of Newport: No. 2019-13
  - 2) Town of North Kingstown: No. 2019-14

- F) Abatements/Addenda of Taxes  
Total Abatements \$ 744.46 Total Addenda \$7,486.92
- | <u>Account/Abatement Amount</u>                           |  |            |
|---|--|------------|
| 1) Motor Vehicle Abatements to 2000 Tax Roll              |  |            |
| a) 19-1123-00M  |  | \$218.59   |
| 2) Motor Vehicle Abatements to 2006 Tax Roll              |  |            |
| a) 22-0312-73M  |  | \$309.07   |
| 3) Motor Vehicle Abatements to 2007 Tax Roll              |  |            |
| a) 22-0312-73M  |  | \$146.05   |
| 4) Motor Vehicle Abatements to 2019 Tax Roll              |  |            |
| a) 07-0850-74M  |  | \$37.94    |
| b) 20-0535-50M  |  | \$32.81    |
| 5) Addenda to Real Estate and Real Property 2019 Tax Roll |  |            |
| a) 01-0139-99   |  | \$53.81    |
| b) 03-0062-46   |  | \$2,375.12 |
| c) 15-0318-80   |  | \$2,119.67 |
| d) 16-0555-00   |  | \$250.00   |
| e) 19-0593-00   |  | \$250.00   |
| f) 19-1371-70   |  | \$733.02   |
| g) 20-0622-00   |  | \$1,705.30 |
- G) One Day Vendor/ Peddler License; review, discussion and/or potential action and/or vote
- 1) Applicant: Just Dogs- Rebecca Madeiro  
Event: Seaside Family Cruise  
Date: September 1, 2019  
Location: Fort Getty
- H) Finance Director's Report: Comparison of Budget to Actuals as of July 31, 2019  
(<http://www.jamestownri.gov/town-government/town-council/town-council-meetings-minutes/2019-meeting-minutes/2019-meetings>)

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

**A motion was made by Vice President Meagher with second by Councilor Beye to receive the Communications. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

The Communications and Proclamations and Resolutions from other RI cities and towns consists of the following:

- A) Communications
- 1) Statewide Planning Newsletter July/ August 2019
  - 2) Letter of Annual Award Breakfast from the Rhode Island Homeless Coalition

- 3) Letter of Liz and Blair Boyer regarding acceptance and installation of Peter Diepenbrock's Whale Tail
- 4) Memorandum of Alma Davenport regarding Whale Tail Sculpture
- 5) Letter of Alma Davenport regarding Ad Hoc Public Art meeting
- 6) Letter of Cynthia Levesque regarding crosswalk signs
- 7) Letter of Alma Davenport regarding parking for Library, Playground, and Jamestown Arts Center
- 8) Letter of thanks for support against siting the Invenergy Power Plant from Burrillville Town Council
- 9) Letter of Sandra Reynolds regarding Park Dock Beach and the North End of Jamestown
- 10) Letter of Roland and Martha Vigneault regarding Motocross Track on East Shore Road
- 11) Petition of East Shore Neighbors regarding Motocross Track
- 12) Letter of Joseph A. Bucci, P.E., RIDOT regarding Physical Alteration Permit application to install decorative sidewalk and a crosswalk within the State Right-Of-Way on Conanicus Avenue

#### **XI. AGENDA ITEMS FOR THE NEXT MEETING AND FUTURE MEETINGS**

- A) Museler Appeal of Jamestown Harbor Commission Decision (September)
- B) Future Items for Consideration to be included in the Exit Memorandum of Town Administrator Nota

Town Administrator Nota advised he would have a detailed Memorandum with topics the Council can consider for future meetings.

Vice President Meagher suggested adding Noise Ordinance and Park Dock for future items.

Council President White suggested adding Land Trust property transfer for future items.

#### **XII. EXECUTIVE SESSION**

- A) Pursuant to RIGL § 42-46-5(a) Subsection (2) Potential Litigation (RIDEM, File No. OCI-UST-18-19-01866); review, discussion and/or potential action and/or vote in executive session and/or open session
- B) Pursuant to RIGL § 42-46-5(a) Subsection (2) Potential or Pending Litigation (IBPO Retiree Pension Benefits: File No. Balzer vs. Town of Jamestown, C.A. No. 1:19-cv-00109-WES-PAS; Dube, et al, vs. Town of Jamestown, C.A. No. 1:19-cv-00018-WES-PAS) review, discussion and/or potential action and/or vote

**A motion made by Vice President Meagher with second by Councilor Piva to enter into Executive Session at 8:43 p.m. Pursuant to RIGL § 42-46-5(a) Subsection (2) Potential Litigation (RIDEM, File No. OCI-UST-18-19-01866) also pursuant to RIGL § 42-46-5(a) Subsection (2) Potential or Pending Litigation (IBPO Retiree Pension Benefits: File No. Balzer vs. Town of Jamestown, C.A. No. 1:19-cv-00109-WES-PAS; Dube, etal, vs. Town of Jamestown, C.A. No. 1:19-cv-00018-WES-PAS) Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

Councilor Piva entered into Executive Session; however recused from RIGL § 42-46-5(a) Subsection (2) Potential or Pending Litigation (IBPO Retiree Pension Benefits: File No. Balzer vs. Town of Jamestown, C.A. No. 1:19-cv-00109-WES-PAS; Dube, etal, vs. Town of Jamestown, C.A. No. 1:19-cv-00018-WES-PAS and departed Council Chambers at 8:52 p.m.

The Town Council reconvened the regular meeting at 9:12 p.m.

It was announced no votes were taken in Executive Session.

**A motion was made by Vice President Meagher with second by Councilor Beye to seal the Minutes of the Executive Session. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

### **XIII. ADJOURNMENT**

**A motion was made by Vice President Meagher with second by Councilor Beye to adjourn. Vote: President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor, White, Aye.**

The regular meeting was adjourned at 9:13 p.m.

Attest:

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Erin F. Liese, CMC, Town Clerk

Copies to:     Town Council  
                  Town Administrator  
                  Town Solicitor  
                  Finance Director

**Approved as Amended**  
**PLANNING COMMISSION MINUTES**  
**June 26, 2019**  
**7:00 PM**  
**Jamestown Town Hall**  
**93 Narragansett Ave.**

**I. Call to Order and Roll Call**

The meeting was called to order at 7:00 p.m. and the following members were present:

Michael Swistak – Chair	Duncan Pendlebury – Vice Chair
Rosemary Enright – Secretary	Mick Cochran
Bernie Pfeiffer	Dana Prestigiacomo
Michael Smith	

Also present:

Lisa Bryer, AICP – Town Planner  
Cinthia Reppe – Planning Assistant  
Nate – Planning Intern  
Michael Darveau – Darveau Land Surveying  
M. Tracie Shea

**II. Approval of Minutes June 5, 2019;** review, discussion and/or action and/or vote

A motion was made by Commissioner Cochran and seconded by Commissioner Smith to accept the minutes with the following change:

Page 2 First Sentence; Commissioner Pendlebury recused.

So unanimously voted.

**Approval of Minutes June 19, 2019;** review, discussion and/or action and/or vote

A motion was made by Commissioner Cochran and seconded by Commissioner Smith to accept the minutes as written. So unanimously voted.

**III. Correspondence – nothing at this time**

**IV. Citizen's Non-Agenda Item – nothing at this time**

**V. Reports**

1. Town Planner's Report – Lisa Bryer introduced Nate Lucas. He is the Planning Intern that is working on updating the 2004 Parking Plan.
2. Chairpersons report
3. Town Committees

4. Sub Committees

**VI. Old Business**

**VII. New Business**

**1. M. Tracie Shea –53 Coronado St. Plat 8 Lot 150, 2 Lot Minor Subdivision with no street creation - review, discussion and/or action and/or vote.**

Commissioner Swistak asked Mike Darveau to come up and Commissioner Enright made a motion that was seconded by Commissioner Smith to recognize Mr. Darveau as an expert witness. So unanimously voted.

Mike Darveau updated the Planning Commission on the plan, it is in an R8 zone. Currently it is a 2 family on the property and it is grandfathered. The house was built in 1890. The water connection cuts across the front of the house through the street behind Coronado.

The applicant is proposing to create a single family house lot of 11,085 sq. ft. He showed the driveway they are proposing and currently the existing houses steps will not allow for the setback. They will be moving the steps on the side of the house to the front of the house for access to the house. They are proposing a well for the property, the water line stops at Knowles Court. The sewer is connected. The cost of connecting the water is a significant cost so they are going to put a well in. If the yield is good they will use it for the house if not they will use for irrigation.

The second dwelling they showed a box drawing that is hypothetical of what can go there. It can handle a fairly significant home. All of the home details will be worked out. They are proposing to apply to the town for an accessory family dwelling unit for the current home. The home that is there now shows that is what is there. If the requirements are not met through the town they will make provisions to turn into a single family home. That will have to be done before final.

Commissioner Smith was at TRC and has nothing to add. Commission Enright said there is an easement for the water coming in from Grinnell. Will there have to be an easement for the sewer? Yes.

The existing house is connected to the water. Are there wells in the surrounding area Cochran asked. 33 Coronado has a well. The water dept said it is a spaghetti mix as far as how the water is attached to the homes on this street.

Darveau said if you are on public water you can put a well in and you can use it for irrigation. Mike Gray has concerns with the sewer drains. Quality of the water may not be up to par for usage.

Commissioner Pendlebury asked about the existing tree line, what happens to it? Depending on the exact house that gets built. Tracie Shea wants to keep those trees, she does not want to take those beautiful trees down.

Commissioner Pendlebury said if the subdivision is approved and the well does not produce then you will apply for town water 600 ft away? Yes it will have to be extended. Did Mike Gray indicate that would then become a water supply for other applicants. Lisa Bryer said if she extends the water line and anyone else hooks up they will pay her. Cost of the 600 feet is expensive. She knows she might have to.

Commissioner Smith this is very preliminary lots of steps to go through.

Commissioner Swistak said they have a draft motion which includes the motion to approve and they will go through the Findings of Fact and Conditions of approval. There were some changes made to the findings. Lisa Bryer read through the changes and they are included in the motion.

Is the rain Garden required? It is required by the rules and regulations for stormwater control, there is no provision to have a maintenance agreement or schedules. Mr. Darveau would be cautious to say it is required he shows them to show it meets the stormwater requirements another type of system could be used.

A motion was made by Commissioner Enright and seconded by Commissioner Pfeiffer to Grant Preliminary Plan approval in accordance with the Town of Jamestown Subdivision Regulations, RIGL 45-23-37 and the plans entitled "**Minor Subdivision Site Plan for M. Tracie Shea, Plat 8, Lot 150, 53 Coronado Street, Jamestown, RI 02835;** prepared by **Darveau Land Surveying, Inc., P.O. Box 7918, Cumberland, RI 02864; dated 6/17/19** based on the following Findings of Fact and subject to the following Conditions of Approval:

**A. Findings of Fact**

The Planning Commission makes the following findings:

1. The subdivision is consistent with the requirements of the Jamestown Comprehensive Plan;
2. Each lot in the subdivision conforms to the standards and provisions of the Jamestown Zoning Ordinance. The property is zoned R-8 and both lots will be over 8,000 square feet in size. Both lots will be serviced by public sewer;
3. There will be no significant negative environmental impacts from the proposed development as shown on the plans, with all required conditions for approval;
4. The subdivision as proposed will not result in the creation of individual lots with such physical constraints to development that building on those lots according to pertinent regulations and buildings standards would be impracticable;
5. All subdivision lots have adequate and permanent physical access to a public street, namely, Coronado Street;
6. The subdivision provides for safe circulation of pedestrian and vehicular traffic, for adequate surface water runoff, for suitable building sites and for preservation of natural, historical, or cultural features that contribute to the attractiveness of the community;
7. The design and location of streets, building lots, utilities, drainage improvements, and other improvements in the subdivision minimize flooding and soil erosion;
8. All lots in the subdivision have access to sufficient potable water for the intended use. The existing house will be serviced by public water and the new lot will drill a private well for potable water;

9. The nearest water main is approximately 500-600 feet to the south (Grinnell Street and/or Knowles Court);
10. The existing house, 53 Coronado Street, is a two family dwelling/duplex. Once reduced in size it will no longer meet the lot size requirements of a “duplex”; and,
11. Mike Darveau, PLS, was recognized as an expert witness.

**B. Conditions of Approval**

1. The approval is for a total of 2 lots;
2. That payment of a fee in-lieu-of land dedication shall be required for this subdivision for the one new lot in the amount required by Article IIID of the Jamestown Subdivision Regulations. This fee shall be determined at the time of filing of the final plat and paid prior to recording of the final plan;
3. Legal documents shall be developed for both the water and sewer easements over the new lot in favor of the existing house lot. These documents shall detail the rights and responsibilities of both and shall be reviewed by the Town Solicitor in consultation with the Town Planner prior to Final approval;
4. The stairs to the side of the house on the south shall be removed, as shown, prior to final approval;
5. Granite monuments or where granite monument are not suitable, other suitable survey markers other than concrete, shall be placed at all corner points at the new property line;
6. If drilling a private well does not serve the potable water needs of the new house, the owner will coordinate with the DPW and pay to extend the water main to the new lot in compliance with the Board of Water and Sewer Regulations;
7. Regarding the existing “Duplex”: Prior to final approval the applicant/owner of the existing house shall either:
  - a) Remove the second dwelling unit to the satisfaction of the building official, or
  - b) Receive approval for the second dwelling unit as an “Accessory Family Dwelling Unit” per Article 14 of the Zoning Ordinance;
8. The Planning Commission delegates final plan review to the Town Planner with the signature of the Planning Chair to appear on the Final Record Plat;
9. This approval shall be recorded with the Town Clerk within 30 days of signature; and,
10. This approval shall expire one year from the date of approval by the Planning Commission.

So voted:

Michael Swistak – Aye  
Rosemary Enright – Aye  
Bernie Pfeiffer - Aye  
Michael Smith – Aye

Duncan Pendlebury – Aye  
Mick Cochran - Aye  
Dana Prestigiacomio - Aye

Motion carries 7-0

**2. 2004 Downtown Parking Plan – Update – Consensus to proceed with update this Summer; review, discussion and/or action and/or vote**

Lisa Bryer said, In 2004 we did a parking plan that was fairly comprehensive. She wants to go through what that plan entailed and what she and Nate, the Planning Intern, have discussed regarding the update of this plan. In this plan they concluded that there was not a parking problem but there were a handful of suggestions in the plan that were implemented in one way or another.

They met with the Chamber and may attend a Board meeting in July.

Ms. Bryer reviewed the 2004 plan with the commission.

Nate addressed the commission about the survey that he will hand out to the businesses through the chamber. This is for those patrons of the businesses, and asks questions like did you walk, bike or park? How often do you think you can park within 10 spaces of your destination?

She reviewed some of the parking surveys done in the past and including the Chamber who did their own. The Town was looking at public parking and they the chamber did a survey of for private businesses. Robert Lever facilitated the workshop for parking.

Nate is now working on updating the inventory and he will begin on 4<sup>th</sup> of July weekend and in August and then Sept. This will then be compared to see how the level of service has changed. they will hand out an updated survey to the businesses.

A question for the Planning Commission is, what do we want to get out of this? And do we need to do another workshop? We would like a consensus by the Planning Commission to move forward. Is it necessary for the chamber to update the private survey?

Commissioner Prestigiacomo said what impact will the increased ferry service have?

Commissioner Pendlebury said some businesses have deeded parking or shared parking.

Didn't we rewrite the zoning ordinance in 1984 Smith asked? Since then business after business applied for variances and they have been given carte blanche. That is why we have a parking problem. All parking has been utilized, the Bank of America parking will disappear and create a major impact. It was noted that is not public parking.

Lisa Bryer said the parking committee at the time was part of the discussion, as was the Harbor Commission. Commissioner Smith is in favor of buying property and creating a municipal parking lot. The Ambulance barn is providing 10+ spaces. Commissioner Enright noted that in general people are lazy and do not want to walk.

**VIII. Adjournment**

A motion to adjourn was made by Commissioner Enright and seconded by Commissioner Smith at 8:05 p.m. So unanimously voted.

Attest:

Cinthia L. Reppe

Approved As Written  
**PLANNING COMMISSION MINUTES**  
July 17, 2019  
**7:00 PM**  
**Jamestown Town Hall**  
**93 Narragansett Ave.**

**I. Call to Order and Roll Call**

The meeting was called to order at 7:00 p.m. and the following members were present:

Michael Swistak – Chair	Duncan Pendlebury – Vice Chair
Rosemary Enright – Secretary	Mick Cochran
Bernie Pfeiffer	Dana Prestigiacomo
Michael Smith	

Also present:

Lisa Bryer, AICP – Town Planner  
Cinthia Reppe – Planning Assistant

**II. Approval of Minutes June 26, 2019;** review, discussion and/or action and/or vote

A motion was made by Commissioner Enright and seconded by Commissioner Cochran to accept the minutes with the following change:

Page 5- Last paragraph, last sentence:

Commissioner Enright noted that in general people are lazy and do **not** want to walk.  
So unanimously voted.

**III. Correspondence**

1. FYI – M. Tracie Shea approval. Received

**IV. Citizen's Non-Agenda Item – nothing at this time**

Commissioners Pendlebury and Enright recused.

**V. Old Business**

**The Planning Commission Sitting as the Local Review Board pursuant to  
RIGL 45-53 Low and Moderate Income Housing Act**

**Master Plan Informational Meeting – Continued until August 7<sup>th</sup>, 2019**

- 1. Stuart and Anne Sanderson, 70 and 78 Narragansett Avenue, Plat 8, Lots 120 and 121 – Master Plan Review for a Comprehensive Permit for low and moderate income housing per Jamestown Zoning Ordinance 82-1700, a major Land Development Project for 19 units (5 are low to moderate income restricted units) 4 buildings, Special Use Permit for Multi-Family Development Proposal with Special Use Permit & Variances – Review, discussion and /or action and/or vote**

A motion was made by Commissioner Swistak and seconded by Commissioner Cochran to continue the hearing until August 7, 2019 at 7:00 p.m. held at the Town Hall Council Chambers - 93 Narragansett Ave. Jamestown RI 02835. So Voted:

Michael Swistak – Aye  
Bernie Pfeiffer - Aye  
Michael Smith – Aye

Mick Cochran - Aye  
Dana Prestigiacomo - Aye

Motion carries 5-0

#### **VI. Adjournment**

A motion was made by Commissioner Enright and seconded by Commissioner Smith at 7:04 p.m. So unanimously voted.

Attest:

  
Cynthia L Reppe

**Approved As Amended**  
**PLANNING COMMISSION MINUTES**  
**August 7, 2019**  
**7:00 PM**  
**Jamestown Town Hall**  
**93 Narragansett Ave.**

**I. Call to Order and Roll Call**

The meeting was called to order at 7:00 p.m. and the following members were present:

Michael Swistak – Chair	Duncan Pendlebury – Vice Chair
Rosemary Enright – Secretary	Mick Cochran
Bernie Pfeiffer	Dana Prestigiacomo
Michael Smith	

Also present:

Lisa Bryer, AICP – Town Planner  
Wyatt Brochu – Town Solicitor  
Cinthia Reppe – Planning Assistant  
Dennis Dubee

**II. Approval of Minutes July 17, 2019;** review, discussion and/or action and/or vote

A motion was made by Commissioner Enright and seconded by Commissioner Cochran to accept the minutes as written. So unanimously voted.

**III. Correspondence – nothing at this time**

**IV. Citizen’s Non-Agenda Item – nothing at this time**

**V. New Business**

**1. Richard Dickson- 6 Douglas St. Plat 8 Lot 444, DPR Jamestown Village Special Development District – Zoning Ordinance Article 11 Sec. 82-1115 – Architectural Standards**

Mr. Dubee said he is here on behalf of Mr. Dickson who is ill tonight. He is the contractor and they are planning on sprucing up the exterior of the house with new windows and vinyl shingles.

Commissioner Pendlebury said he was the representative for the TRC and he has seen this product before and it is very nice and much better than the older style vinyl shingles. The window trim has an Azek like J channel built into the window said Mr. Dubee. Commissioner Pendlebury said and

he deferred to Commissioner Smith. Mr. Dubee said the window has it built into a 4 inch trim. Commissioner Smith said it sounds like it will be very nice.

A motion was made by Commissioner Pendlebury and seconded by Commissioner Cochran to approve the application of Richard Dickson, 6 Douglas Street, Plat 8 Lot 444 to remove old cedar shakes, windows and fascia boards and replace with Harvey Building Products vinyl shingle material based on the following findings of fact and subject to the following conditions of approval:

Findings of Fact

1. The vinyl shingles will be Mastic Cedar Discovery T5, Harbor Gray, with a 5 inch exposure on all building sides;
2. The inside and outside corner molding will be of the same product line and color;
3. Windows will be new construction; vinyl with factory installed trim that can be painted;
4. Fascia boards will be of a paintable vinyl material; Azek.
5. The TRC recommended approval of this proposed application on July 24, 2019.

Conditions of Approval

1. Any significant modifications to the approved plan should be coordinated with the Planner to determine if it needs further Planning Commission review.

So voted:

Michael Swistak – Aye

Rosemary Enright – Aye

Bernie Pfeiffer - Aye

Michael Smith – Aye

Duncan Pendlebury – Aye

Mick Cochran - Aye

Dana Prestigiacomo - Aye

Motion carries 7-0

Commissioner Swistak said we will take Old Business next.

Commissioner Pendlebury recused.

## VI. Old Business

1. **Master Plan Informational Meeting of the application of Stuart and Anne Sanderson, 70 and 78 Narragansett Avenue, Plat 8, Lots 120 and 121 – Master Plan Review for a Comprehensive Permit for low and moderate income housing per Jamestown Zoning Ordinance 82-1700, a major Land Development Project for 19 units (5 are low to moderate income restricted units) 4 buildings, Special Use Permit for Multi-Family Development Proposal with Special Use Permit & Variances – Review, discussion and /or action and/or vote**

A motion was made by Commissioner Swistak for the Planning Commission to sit as the Local Review Board pursuant to RIGL 45-53 Low and Moderate Income Housing Act to open discussion of this application. Commissioner Enright seconded.  
So unanimously voted.

- A. The Planning Commission Sitting as the Local Review Board pursuant to RIGL 45-53 Low and Moderate Income Housing Act Master Plan Informational Meeting – Request to Continue until September 18th, 2019 at 7:00 p.m. 93 Narragansett Ave. Council Chambers
- B. Planning Commission Acceptance of Request for an Extension of Review Period for the Master Plan until November 26<sup>th</sup>, 2019

A motion to accept the applicants request to continue the Master Plan Informational meeting until September 18<sup>th</sup>, 2019 at 7:00 p.m., 93 Narragansett Ave., and accept the extension of Master Plan review period until November 26, 2019 was made by Commissioner Swistak and seconded by Commissioner Enright. So voted:

Michael Swistak – Aye	Rosemary Enright – Aye
Mick Cochran – Aye	Bernie Pfeiffer - Aye
Dana Prestigiacomio – Aye	Michael Smith – Aye

Motion carries 6-0

A motion was made by Commissioner Swistak and seconded by Commissioner Enright to sit back as the Planning Commission. So unanimously voted.

## **V. New Business - Continued**

### **2. Election of Planning Commission Officers**

Commissioner Smith asked if all existing officers want to continue in their current positions. They all agreed to do so. Commissioner Swistak asked if anyone else on the Planning Commission would like to volunteer for any of the positions. No. Commissioner Smith made a motion to appoint all existing Planning Commissioners in their current positions and Commissioner Cochran seconded the motion. So unanimously voted.

### **3. National Planning Month – October** **a. Sub-committee**

Town Planner Lisa Bryer said October is National Planning month. Would we like some kind of recognition here in Jamestown? This year's theme is Planning for Infrastructure that benefits all, she read the description. She recommended presenting a resolution to the Town Council for adoption, there are many ways to do it. There are so many engaged residents here in Jamestown.

Commissioner Enright said October 6<sup>th</sup> is Jamestown day and it might be worthwhile to set something up for that day in town. She can do an article for the press on the history of the planning commission.

Commissioner Pendlebury said there is a big list of accomplishments of the planning commission and gave many examples. This is a long list of things that can be written about and here is what town gov't is doing. There are many volunteers in town who contribute too. Coins or buttons could be given out.

Volunteers in town who contribute to this theme in Jamestown, get coins or buttons for recognition. Former committee members could be honored too.

Commissioner Swistak asked is there a way to ask for people to submit planning ideas, if you could do one thing in Jamestown with an unlimited budget, maybe at the 8<sup>th</sup> grade school level and get the town council involved.

Planner Bryer will come back to the Planning Commission in early September.

## **VII. Adjournment**

A motion to adjourn was made by Commissioner Enright and seconded by Commissioner Smith at 7:32 p.m. So unanimously voted.

Attest:

A handwritten signature in cursive script, appearing to read "Cinthia L Reppe".

Cinthia L Reppe



**TOWN OF JAMESTOWN**  
Parks & Recreation Office  
P.O. Box 377  
41 Conanicus Ave.  
JAMESTOWN, RHODE ISLAND 02835

Recreation Office (401) 423-7260  
Teen Center (401) 423-7261  
Fort Getty (401) 423-7211  
Fax (401) 423-7229

**TO:** Christina Collins, Interim Town Administrator  
**FROM:** Andrew J. Wade, Parks & Recreation Director  
**SUBJECT:** Turf Management Supplies & Consulting Services  
**DATE:** August 20, 2019

On August 20, 2019 bids were opened in response to our RFP regarding the purchasing of turf management supplies & consulting services. Only one vendor bid for the opportunity to provide the services requested.

The sole bid, from Tom Irwin Inc. has met the required specifications of the bid. (please see attached)

The goal of this bid is to enter into a relationship with a vendor who is considered an expert in the field of Turf Management. The vendor will provide guidance; training, materials, and labor on an as needed basis to assist the town's park maintenance staff elevate the level of athletic surfacing over the next 3 years to a level that is desired by the local leagues and residents who utilize them for the recreational pursuits.

It is my recommendation that the Town Council award this bid to:

**Tom Irwin, Inc.**  
**13A Street**  
**Burlington, MA 01803**  
**800-582-5959**

Town of Jamestown  
**PROPOSAL/BID FORM**

To:  
Town of Jamestown  
Attn: Christina Collins  
93 Narragansett Ave  
Jamestown, RI 02835

I (We), the undersigned, agree to furnish and materials the labor and materials to the Town of Jamestown in accordance with the specification as follows:

Bid Item Description	If Equivalent Provide Manufacturer Name, Catalog # and attach specifications	Unit	Unit Price year 1	Unit Price year 2	Unit Price year 3
Item 1: Turf Seed: High Performance 50/50 Blue/Rye Mixture		50lb bag	\$ 172.50	\$ 177.68	\$ 183.00
Item 2: Turf Seed: High Performance 80/20 Blue/Rye Mixture		50lb bag	\$ 189.50	\$ 195.19	\$ 201.04
Item 3: Turf Seed: High Performance Kentucky Bluegrass Blend		50lb bag	\$ 208.50	\$ 214.76	\$ 221.20
Item 4: Turf Seed: Goat Mouth Repair		50lb bag	\$ 123.50	\$ 127.21	\$ 131.02
Item 5: Turf Seed: Three-way Perennial Ryegrass blend:		50lb bag	\$ 123.50	\$ 127.21	\$ 131.02
Item 6: General Purpose High Traffic Parks Over seeding Mixture		50lb bag	\$ 156.00	\$ 160.68	\$ 165.50
Item 7: Turf Seed: Low Maintenance/Low Traffic Seed Mixture		50lb bag	\$ 159.00	\$ 163.77	\$ 168.60
Item 8: Turf Fertilizer: Bridged Carbon / Organic and Synthetic		50lb bag	\$ 62.00	\$ 63.86	\$ 65.78

Bid Item Description	If Equivalent Provide Manufacturer Name, Catalog # and attach specifications	Unit	Unit Price year 1	Unit Price year 2	Unit Price year 3
Fertilizer with Compost, Ammonium Sulfate, Methylene Urea and Sulfate Potash (16-0-5)			See Item 8 Pricing	See Item 8 Pricing	See Item 8 Pricing
Item 9: General Purpose slow release Nitrogen and Potassium Fertilizer		50lb bag	\$ 49.00	\$ 50.47	\$ 51.99
Item10: Starter Fertilizer		50lb bag	\$ 42.00	\$ 43.26	\$ 44.5
Item 11: Calcium Silicate Fertilizer/Soil Amendment- SILI-CAL SS		50lb bag	\$ 34.75	\$ 35.79	\$ 36.87
Item 12: Organic Soil Recovery Amendment – (Earthworks Renovate Plus):		50lb bag	\$ 68.00	\$ 70.04	\$ 72.17
Item 13: Organic Microbial Soil Inoculant		50lb bag	\$ 48.70	\$ 50.16	\$ 51.67
Item 14: Penetrating/ Flushing Soil Surfactant with Sulfur and Potash (Cascade0-0-20)		50lb bag	\$ 125.00	\$ 128.75	\$ 132.61
Item 15: Infiltration/Hydration Soil Surfactant with Sulfur and Potash (Vivax 0-0-20)		50lb bag	\$ 125.00	\$ 128.75	\$ 132.61
Item 16: Plant based liquid infiltration and water conditioning surfactant (Alypso)		2x2.5 Gallon container	\$ 378.00	\$ 389.34	\$ 401.02
Item 17: Biological Insecticide for control of White Grubs		40lb bag	\$ 199.00	\$ 204.97	\$ 211.12
Item 18: Merit 75 WSP Insecticide		4 X 1.6 oz container/Case	\$ 510.00	\$ 525.30	\$ 541.06
Item 19: BASF Drive XLR8		4 X 0.5 gal. container/Case	\$ 415.00	\$ 427.45	\$ 440.27

Bid Item Description	If Equivalent Provide Manufacturer Name, Catalog # and attach specifications	Unit	Unit Price year 1	Unit Price year 2	Unit Price year 3
Herbicide					
Item 20: PBI/Gordon Speedzone Southern Herbicide		2 X 2.5 gal. container/Case	\$ 559.00	\$ 575.77	\$ 593.0-
Item 21: Precision Laboratories Microyl Surfactant		2 X 2.5 gal. container/Case	\$ 329.00	\$ 338.87	\$ 349.0-
Item 22: Lebanon 0-0-7 Fertilizer with Acelepryn Insecticide		50lb bag	\$ 47.50	\$ 48.93	\$ 50.39
Item 23: Lebanon 20-0-5 Fertilizer with Acelepryn		50lb bag	\$ 67.75	\$ 69.78	\$ 71.88
Item 24: Acelepryn Liquid		.5 gallon container	\$ 1510.00	\$ 1555.30	\$ 1601.95
Item 25: Border 2.0		2x2.5 gal./case	\$ 485.00	\$ 499.55	\$ 514.54
Item 26: Pylex	Note: Agency Product - Manufacturer sets pricing annually	4oz. container	\$ 255.84	\$ AGENCY PRICE	\$ AGENCY PRICE
Item 27: Anuew		4x1.5lb case	\$ 575.00	\$ 592.25	\$ 610.02
Item 28: In-Flow		50lb bag	\$ 125.00	\$ 128.75	\$ 132.61
Consulting Services to Include the Following:			\$	\$	\$
Web Based Agronomic Planner	Yearly Subscription	\$/hour \$2500.00/yr	\$ Included in product cost	\$ Included in product cost	\$ Included in product cost
Educational Opportunities – Soil Testing	Agronomic Academy	\$/hour \$350.00 / attendee	\$ Included in product cost	\$ Included in product cost	\$ Included in product cost
Educational Opportunities – Product Innovation	Product Innovation Seminar	\$/hour \$350.00 / attendee	\$ Included in product cost	\$ Included in product cost	\$ Included in product cost
Educational Opportunities – Leadership Training	Leadership Training	\$/hour \$500.00 / attendee	\$ Included in product cost	\$ Included in product cost	\$ Included in product cost

Bid Item Description	If Equivalent Provide Manufacturer Name, Catalog # and attach specifications	Unit	Unit Price year 1	Unit Price year 2	Unit Price year 3
Soil Test Analysis / Field		1 Logan Labs Base Soil Test	\$ 49.00	\$ 51.00	\$ 53.00
Monthly Site Visits	per 2 hour visit	9 @ \$250.00 per hour	\$ Included in product cost	\$ Included in product cost	\$ Included in product cost
Delivery costs. Please specify: Custom Delivery (per site)		\$ per pallet typ. 40 bg / pallet	\$ 45.00	\$ 45.00	\$ 45.00

DISCOUNTS:

Early season order: (Please specify \$ or %) Refer to "Information Sheet A" provided with this package: "2019 Early Order Program"

Specified date for early season order to receive discount Refer to "Information Sheet A" provided with this package: "2019 Early Order Program"

Bulk order discount: (Please specify \$ or %) Refer to "Information Sheet A" provided with this package: "2019 Early Order Program"

Specify quantities required for bulk discount Refer to "Information Sheet A" provided with this package: "2019 Early Order Program"

Early payment discount: (Please specify \$ or %) Refer to "Information Sheet A" provided with this package: "2019 Early Order Program"

Specify payment dates required to receive discount Refer to "Information Sheet A" provided with this package: "2019 Early Order Program"

ADDENDUM NO. 1

TO

RFP-TURF MANAGEMENT SUPPLIES  
& CONSULTING SERVICES

Town of Jamestown, RI

Questions/Answers

The following questions have been asked:

Q. On the pricing sheet, there is no space for item 29, how would you like to receive this?

A. Please insert response below:

Bid Item Description	Unit	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
Item 29: Product Granular Application Services	\$/acre \$85.00	\$85.00/ acre	\$90.00/ acre	\$95.00/ acre
Item 29: Product Spray Application Services	\$/acre \$130.00	\$130.00 / acre	\$140.00 / acre	\$150.00 / acre

Q. As we reviewed the specs we noticed under the insurance requirements that \$5,000,000 policies are individually required for Auto, Pollution, and General Liability. We have an umbrella policy that captures \$5,000,000 each for Auto and General liability, but our Pollution liability currently stands at \$1,000,000 per occurrence. We are looking into the costs associated with increasing this insurance, and are concerned that it could result in increased costs of services rendered to the town.

What we are wondering is if the town feels this additional insurance is absolutely necessary, based on the scope of work specified. We are glad to increase the policy for this contract, but if the town feels that a \$1,000,000 policy is adequate for this scope of work, we can maintain a lower cost of goods and services delivered?

A. The Town agrees that the \$1,000,000 policy for Pollution Liability is acceptable for all Vendors submitting proposals.

**Q.** Under the Operational Efficiencies, Deliveries, and Additional Services, Item #10: It says that pricing is inclusive of deliveries, however on the itemized pricing, deliveries is a requested item. Was this intended to be combined, or separated?

**A.** Please separate delivery of products into the itemized delivery request. Please use \$/pallet as the pricing unit.

Bid Item Description	Unit	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
Delivery cost. Please Specify: Custom Delivery (per site)	\$/pallet	\$45.00/ pallet	\$45.00/ pallet	\$45.00/ pallet

All other provisions of the project shall remain as stated in original RFP documents. Should you require any additional information, please contact the undersigned by email at [awade@jamestownri.net](mailto:awade@jamestownri.net)

Respectfully,

Andrew Wade  
Parks & Recreation Director



Christina Collins  
Finance Director  
Town of Jamestown, Rhode Island  
93 Narragansett Avenue  
Jamestown, RI 02835

August 15, 2019

Dear Christina,

Please accept this package in response to The Town of Jamestown RFP for Turf Management Supplies and Consulting Services. We've done our best to offer proof that we can provide all the specified items included within this RFP, but please feel free to contact me if there is any other supporting information you need from us. All supporting documentation is contained in the second envelope.

For a live example of all features of the specified cloud based planning software, please visit [planner.tomirwin.com](http://planner.tomirwin.com) and enter the following login and password information:

Login: AWTJ100

Password: AWTJ100

Label and MSDS information for all products specified within this bid are available on our website [www.tomirwin.com](http://www.tomirwin.com) under the "Resources" tab.

Best wishes for a successful season.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg Tower', is written over a blue horizontal line.

Greg Tower  
Business Operations Manager  
Tom Irwin, Inc.  
800 582-5959  
[gregtower@tomirwin.com](mailto:gregtower@tomirwin.com)



**Response to RFP for Turf Management Supplies and Consulting Services  
Town of Jamestown, Rhode Island**

**Tom Irwin, Inc. will provide the following in order to complete the specified scope of work:**

1. Gather yearly soil and water tests with Director of Parks and Recreation. Provide test results, test analysis, and product recommendations/action steps. Please see sample soil tests.
2. Collaborative creation of Agronomic Plan with Park and Rec Dept. Interpret test data, determine objectives of parks department, and help develop the plan. Please see printed copies of sample plan, sample budget, and applicator worksheet.
3. Provide access and training for online agronomic planner. Please see cover letter for login and password access to online agronomic planner.
4. A minimum of 6 site visits or conference calls of no less than 2 hours each during growing season. During site visits we will evaluate field conditions with Park and Rec, and adjust the plan as necessary to ensure best results. Cost of site visits is included in cost of products purchased.
5. Access to and delivery of all specified turf management products and services. Prices provided on bid form.
6. Access to additional consultants for pertinent consulting outside the specified scope of work (See Tom Irwin Advisors Portfolio). Scope of work TBD as necessary by Park and Rec Director. Prices for hiring Tom Irwin Advisors would be negotiated on a case by case basis according to needs. All associated costs would be separate from those in this contract.
7. Coordination of deliveries and assisting of town staff with inventory management and spider forklift capabilities (see customer service/distribution capabilities attachment).
8. Provide educational opportunities in Soil Test interpretation, Agronomy, Leadership, and Product Innovation (see attached flyers for educational sessions). Cost for attending sessions is included in product pricing.
9. Provide education and training to Jamestown staff with regard to environmentally preferable products and turf management practices. Occurs during monthly visits and is included in product pricing.
10. Phone, text, email availability from 7AM to 4PM daily from primary account representative, as well as Client Relations Manager (CRM).



*You are cordially invited to:*  
**Rhode Island Coalition for the Homeless's  
Annual Award Breakfast 2019**

**Monday, September 23**

**8:30am - 10:30am**

*Registration 8:00am*

**Crowne Plaza, 801 Greenwich Avenue, Warwick, RI**

This annual event provides necessary awareness and support for the Coalition's collaborative work to create and advance lasting solutions to prevent and end homelessness in Rhode Island.

With an audience of 400+ business leaders, member organizations, social service staff, and community advocates the Annual Award Breakfast promotes a collective effort to grow community power and build better, stronger systems for all who experience homelessness.

**Tickets, tables, sponsorships, and ads are available**  
[www.rihomeless.org/annualbreakfast](http://www.rihomeless.org/annualbreakfast)

**Individual Ticket: \$50**

**Half Table (5 guests): \$250**

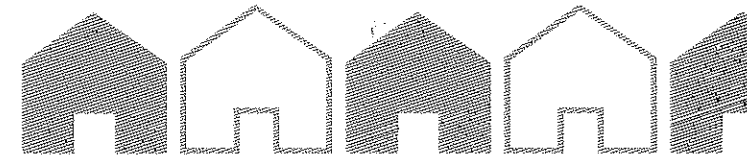
**Full Table (10 guests): \$500**

*Sponsorships and Member pricing available*

For questions, contact Dee Dee Williams,  
[Dwilliams@rihomeless.org](mailto:Dwilliams@rihomeless.org) | 401-721-5685 ext.1

**RI Coalition for the Homeless**  
**1070 Main Street, Suite 304, Pawtucket, RI 028**

To purchase tickets offline, please send check payable to RI Coalition for the Homeless to:  
**1070 Main Street, Suite 304, Pawtucket, RI 028**  
*Include "Breakfast" and number of tickets in the me*



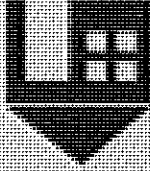
# Keynote

**Karim Yorn, Director of Veterans Affairs of Rhode Island**



Leading up to his appointment by Governor Raimondo in 2016, Karim served 20 years in the U.S. Navy. He earned a Master's Degree in National Strategic Studies at the U.S. Naval War College. Karim deployed with the Navy's Sixth and Fifth Fleets before returning home to Rhode Island in July 2012 to become a faculty member at the Naval War College. Having made Rhode Island his family's permanent home since 2004, Karim joined the Raimondo Administration as the first Director of Veterans Affairs the day after his retirement from the U.S. Navy. Karim is a committed advocate for veterans experiencing homelessness and their families. In a time requiring strong collaboration and meaningful partnerships, the Director will address the Annual Award Breakfast audience to discuss how partnerships can strengthen accountability and create systemic change.

**Rhode Island Coalition for the Homeless**  
1070 Main Street, Suite 304, Pawtucket, RI 02860



# 2019 Awards and Recipients

**Senator Jack Reed Advocacy Award**



Katie West, Housing Opportunities Initiative Manager, Housing Network of Rhode Island promotes the ideals instilled in our community through Senator Jack Reed by influencing policy, exercising leadership and public advocacy, and creating a longstanding tradition of hope for Rhode Islanders struggling with housing instability and homelessness issues.

**Sister Carol McGovern Memorial Award**



Bill Stein, LICSW, Associate Director of Clinical Services, House of Hope CDC Bill exemplifies the spirit and work of Sr. Carol McGovern with his sincere involvement in advocating to fight homelessness, provide services, and empower those who are homeless.

**The Impact Award**



**Sister Judy Soares & John Coen Memorial Award for Direct Services**

Scott Budnick, Founder of Prayer & Friendship Breakfast, Mathewson Street United Methodist Church Scott demonstrates a commitment and concern for those who are homeless with compassion and serves them with a kind spirit. He embraces Rhode Island's most vulnerable population and provides t opportunities to feel visible.

The IMPACT Award is presented to these partners for their innovative and dedicated work in the 2019 "Housing Challenge." These partners have secured Housing Choice Vouchers and supportive services; Rhode Island families experiencing homelessness; impactful infusion of vouchers will forever transfo family homeless system and ensure that children access to a safe and affordable place to call home.

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the June day of 4 in the year 2019  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Town of Jamestown/Care control custody Jamestown School Department  
76 Melrose Avenue  
Jamestown, RI 02835  
Telephone Number: 401-423-7020

and the Contractor:  
(Name, legal status, address and other information)

Commerical Roofing & Contracting, Inc.  
340 Kennedy Drive, P.O. 647  
Putnam, CT 06260  
960-928-9199

for the following Project:  
(Name, location and detailed description)

Lawn School Re-roofing & HVAC Upgrades  
55 Lawn Avenue  
Jamestown, Rhode Island

The Architect:  
(Name, legal status, address and other information)

Saccoccio & Associates, Inc.  
1085 Park Avenue  
Cranston, RI 02910  
Telephone Number: 401-942-7970  
Fax Number: 401-942-7975

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101<sup>™</sup>–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☒ By the following date: August 15, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Final Completion Date
100%	August 28, 2019

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine hundred twenty four thousand dollars and zero cents (\$ 924,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Exhaust Fans	\$12,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
a. Remove existing wood blocking and provide and install new pressure treated wood blocking	2 x 6 x 8'-0" long	\$36.00
b. Remove existing rotted or damaged steel roof deck and install new steel deck to match existing.	25 sq. ft	\$200.00
c. Remove existing rotted or damaged 3" thick cementitious wood fiber "Tectum" roof deck and install new roof deck to match existing	100 sq. ft	\$1,600.00
d. Remove existing damaged or saturated roofing insulation and replace with minimum of 4.4" of new polyisocyanurate insulation as required to match level with the surrounding surface.	25 sq. ft	\$250.00

**§ 4.5 Liquidated damages, if any:**

*(Insert terms and conditions for liquidated damages, if any.)*

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five ( 45 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

To be requested in writing by GC

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

Remaining retainage to be withheld until punch list work is 100% completeX

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

### **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

0 %

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### **§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Mr. Kenneth A. Duva, Ed. D  
76 Melrose Avenue  
Jamestown, RI 02835

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Christopher Quercia

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

Init.

- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction  
 .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
20 DWGS	Lawn School Re-roofing and HVAC Upgrades for Jamestown School Department	April 29, 2019

.6 Specifications

Section	Title	Date	Pages
ALL	Re-roofing and Lawn School	April 29, 2019	

.7 Addenda, if any:

Number	Date	Pages
1	May 9, 2019	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

- ☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

- ☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above, below signatures: Duly authorized by the Jamestown School Committee on: 6.4.19

  
OWNER (Signature)

Mr. Kenneth A. Duva, Ed. D, Superintendent of Schools

(Printed name and title)

  
CONTRACTOR (Signature)

~~Robin G. Paquette Vice President~~

Christopher C. Quisenberry V.P.  
(Printed name and title)



# AIA® Document A101™ – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the June day of 4 in the year 2019  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Town of Jamestown/Care control custody Jamestown School Department  
76 Melrose Avenue  
Jamestown, RI 02835  
Telephone Number: 401-423-7020

and the Contractor:  
(Name, legal status, address and other information)

Colony Roofing Industries Inc.  
916 Noank Ledyard Road  
Mystic, CT 06355  
Telephone Number: 860-823-7570

for the following Project:  
(Name, location and detailed description)

Melrose School Re-roofing & HVAC Upgrades  
76 Melrose Avenue  
Jamestown, Rhode Island

The Architect:  
(Name, legal status, address and other information)

Saccoccio & Associates, Inc.  
1085 Park Avenue  
Cranston, RI 02910  
Telephone Number: 401-942-7970  
Fax Number: 401-942-7975

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## TABLE OF ARTICLES

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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☒ By the following date: August 15, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Final Completion Date
100%	August 28, 2019

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be five hundred thirty five thousand dollars and zero cents (\$ 535,000 ), subject to additions and deductions as provided in the Contract Documents.

##### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Exhaust Fans	\$20,0000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
------	-------

##### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
a. Remove existing wood blocking and provide and install new pressure treated wood blocking	2 x 6 x 8'-0" long	\$80.00
b. Remove existing rotted or damaged steel roof deck and install new steel deck to match existing.	25 sq. ft.	\$500.00
c. Remove existing damaged or saturated roofing insulation and replace with minimum of 4.4" of new polyisocyanurate insulation as required to match level with the surrounding surface.	25sq. ft	\$50.00

##### § 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirty day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty ( 60 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### **§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10%

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

To be requested in writing by GC

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

Remaining retainage to be withheld until punch list work is 100% complete

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

### **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

0 %

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Mr. Kenneth A. Duva, Ed. D  
76 Melrose Avenue  
Jamestown, RI 02835

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

Dan Balmer

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings

Number  
16 DWGS

Title  
Melrose school re-  
roofing & HVAC  
upgrades

Date  
April 29, 2019

- .6 Specifications

Init.

Section	Title	Date	Pages
All	Re-Roofing at Melrose School	April 29, 2019	

**.7 Addenda, if any:**

Number	Date	Pages
1	5-9-2019	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.  
below signatures: Duly authorized by the Jamestown School Committee  
on: 6-4-19

  
OWNER (Signature)

Mr. Kenneth A. Duva, Ed. D, Superintendent of Schools  
(Printed name and title)

  
CONTRACTOR (Signature)

Dan Balmer President  
(Printed name and title)

Int.



May 15, 2019

Mr. Peter G. Anderson  
Director of Buildings & Grounds  
Jamestown School Department  
75 Melrose Avenue  
Jamestown, RI 02835

Via E-Mail: [anderson.peter@jamestownschoools.org](mailto:anderson.peter@jamestownschoools.org)

**Subject: Proposal to Provide Owner's Project Manager (OPM) and  
Commissioning Services for School Building Projects – Revised Fees**

Dear Mr. Anderson:

Thank you for taking the time to speak with me yesterday to discuss our proposal further. It was very helpful to hear your comments regarding the project staffing and overall objective for the capital improvement projects.

As I had indicated, all of us at Colliers are really excited about this opportunity and believe that our selection will be a critical element in the overall success of the project for several reasons stated, including:

- *We bring the most experience in Rhode Island of any firm delivering OPM services to Public Schools. Our clients love us because we deliver results including great schools, project cost savings, improved construction quality, and solid communications.*
- *We have a strong and deep multi-disciplined team of experts ready to be engaged immediately in the planning and execution process.*
- *We know RIDE and how to maximize reimbursement for Jamestown, a process that on the outside looks easy, but based upon extensive experience we know this is not the case and millions of dollars of reimbursement can easily be lost if absent a knowledgeable team.*

I have looked hard at our fees in an effort to reduce the overall cost to Jamestown for the delivery of services and I was able to bring down those fees considerably, based on a reduction in the planned staffing.

With this in mind, I am pleased to offer the following:

• Revised OPM Fee	\$66,800
• Commissioning Fee	\$14,500
• Allowance for Reimbursables	<u>\$8,130</u>
• <b>Total Revised Fees</b>	<b>\$89,430</b>

I hope that this revision meets your needs and expectations. If you have any questions, or require additional information, please do not hesitate to ask. I look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek Osterman", written over a white background.

Derek Osterman, Assoc. AIA, LEED AP  
Director, Project Management Services





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Your signature in the space provided below will signify acceptance of the terms proposed in this letter of agreement and the ability to mutually adjust scope of services and corresponding fees if applicable at a later date.

Signature: Ken Duva  
Name: Ken Duva  
Title: Superintendent  
Date: 6.5.19

# **AIA® Document B121™ – 2018**

## ***Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders***

**AGREEMENT** made as of the 28 day of January in the year 2019  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

Town of Jamestown/ Care Control Custody Jamestown School Department  
76 Melrose Avenue  
Jamestown, RI 02835  
Telephone Number: 401-423-7020

and the Architect:  
(Name, legal status, address, and other information)

Saccoccio & Associates, Inc.  
1085 Park Avenue  
Cranston, Rhode Island 02910  
Telephone Number: (401) 942-7970  
Fax Number: (401) 942-7975

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™-2018, Service Order for use with Master Agreement Between Owner and Architect

Init.

## TABLE OF ARTICLES

- 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
- 2 SERVICE ORDERS
- 3 ARCHITECT'S RESPONSIBILITIES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COPYRIGHTS AND LICENSES
- 7 CLAIMS AND DISPUTES
- 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
- 9 COMPENSATION
- 10 MISCELLANEOUS PROVISIONS
- 11 SPECIAL TERMS AND CONDITIONS
- 12 SCOPE OF THIS MASTER AGREEMENT

### ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for four years after the date first written above ("Date of this Master Agreement"). Pursuant to Jamestown School Department 5-year Capital Improvement Plan  
The agreement will be in effect until August 2023

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order.

#### § 1.3

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Mr. Kenneth A. Duva, Ed. D  
76 Melrose Avenue  
Jamestown, RI 02835  
Telephone Number: 401-423-7020

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Init.

Mark Saccoccio

Telephone Number: (401) 942-7970

Fax Number: (401) 942-7975

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

## ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

## ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4. SEE ATTACHED INSURANCE CERTIFICATE  
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information

Int.

furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

#### ARTICLE 7 CLAIMS AND DISPUTES

##### § 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such

rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 7.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

## **§ 7.2 Mediation**

**§ 7.2.1** Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 7.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 7.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 7.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☒ **[ X ]** Arbitration pursuant to Section 7.3 of this Master Agreement

☐ **[ ]** Litigation in a court of competent jurisdiction

☐ **[ ]** Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## **§ 7.3 Arbitration**

**§ 7.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

### ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the

party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

**§ 8.5** The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 8.6** In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 8.7** In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0

**§ 8.8** Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

**§ 8.9** The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

## ARTICLE 9 COMPENSATION

**§ 9.1** The Owner shall compensate the Architect for the services See attached Exhibit B

**§ 9.2** Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

For additional services only

Employee or Category	Rate (\$0.00)
Principal	\$160 / hr
Associate Architect	\$125 / hr
Drafting	\$85 / hr

**§ 9.3** Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

#### § 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus eight percent ( 8 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

#### § 9.5 Payments to the Architect

##### § 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due within 60 days of Architect's invoice.

*(Insert rate of monthly or annual interest agreed upon.)*

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender

providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

## ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement

may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

.1 AIA Document B121™-2014, Standard Form of Master Agreement Between Owner and Architect

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Master Agreement.)

A.RFQ A&E Services for the Jamestown School Committee

B. A & E fee letter date 1-17-2019

.4 Other documents:

(List other documents, if any, forming part of the Master Agreement.)

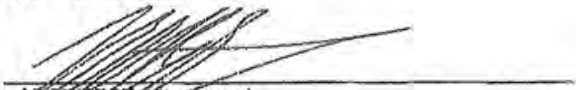
This Master Agreement entered into as of the day and year first written above.

Duly authorized by the Jamestown School committee on 6-4-19

  
OWNER (Signature)

Mr. Kenneth A. Duva, Ed. D, Superintendent of  
Schools

(Printed name and title)

  
ARCHITECT (Signature)

Mark Saccoccio, Principal

(Printed name, title, and license number, if required)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Butler & Messier, Inc 1401 Newport Avenue  Pawtucket RI 02861-1848	CONTACT NAME: Kathleen Noury, ACSR, AAJ PHONE (A/C, No, Ext): (401) 728-3200 FAX (A/C, No): (401) 727-7690 E-MAIL: knoury@butlerandmessier.com ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Main Street America NAIC #: 29939 INSURER B: National Grange Mutual 14788 INSURER C: The Hartford 00914 INSURER D: Hanover Insurance Company INSURER E: INSURER F:
INSURED  SACCOCCIO & ASSOCIATES INC. 1085 PARK AVE  CRANSTON RI 02910	

## COVERAGES

CERTIFICATE NUMBER: 18-19 Liab UM19-20 prof w

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		BPS35289	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Individual Risk Mod Prem \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BPS35289	08/31/2018	08/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUS35289	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	02WECEO1398	02/08/2019	02/08/2020	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Architects & Engineers Professional Liability			LHEA25658104	03/25/2019	03/25/2020	Each Occurrence 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by a written contract or agreement with this insured, Town of Jamestown / Care Control Custody Jamestown School Department is included as Additional Insured, with respect to General Liability coverage, this insurance is primary and non-contributory and Waiver of Subrogation applies. This is per policy form #BPM3100 1207 and BP0497 0106, and subject to the policy's terms & conditions. Waiver of Subrogation is included in the Professional Liability policy if required by written contract per policy form 910-0262 11/12

## CERTIFICATE HOLDER

## CANCELLATION

Town of Jamestown/ Care Control Custody Jamestown School 76 Melrose Avenue  Jamestown RI 02835	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**TOWN OF CHARLESTOWN  
A RESOLUTION RELATIVE TO  
PUBLIC ACCESS TO THE SHORELINE**

**WHEREAS**, the Rhode Island Constitution at Article I, Section 16 and Section 17 provide, in relevant part that:

**§16. Compensation for taking of private property for public use — Regulation of fishery rights and shore privileges not public taking.**

Private property shall not be taken for public uses, without just compensation. The powers of the state and of its municipalities to regulate and control the use of land and waters in the furtherance of the preservation, regeneration, and restoration of the natural environment, and in furtherance of the protection of the rights of the people to enjoy and freely exercise the rights of fishery and the privileges of the shore, as those rights and duties are set forth in Section 17, shall be an exercise of the police powers of the state, shall be liberally construed, and shall not be deemed to be a public use of private property.

**§ 17. Fishery rights - Shore privileges - Preservation of natural resources**

The people shall continue to enjoy and freely exercise all the rights of fishery, and the privileges of the shore, to which they have been heretofore entitled under the charter and usages of this state, including but not limited to fishing from the shore, the gathering of seaweed, leaving the shore to swim in the sea and passage along the shore; and they shall be secure in their rights to the use and enjoyment of the natural resources of the state with due regard for the preservation of their values; and it shall be the duty of the general assembly to provide for the conservation of the air, land, water, plant, animal, mineral and other natural resources of the state, and to adopt all means necessary and proper by law to protect the natural environment of the people of the state by providing adequate resource planning for the control and regulation of the use of the natural resources of the state and for the preservation, regeneration and restoration of the natural environment of the state.

**WHEREAS**, the Town Council of the Town of Charlestown (the "Town Council") is desirous to ensure that all rights to shore privileges contained and provided to the public under the Rhode Island Constitution at Article I, Section 16 and Section 17; and

**WHEREAS**, several attempts have been made in the General Assembly to clarify and protect these rights of the public from encumbrance, yet no bills introduced in this regard have been passed or made law; and

**WHEREAS**, the Town Council has determined that the uncertainty and conflicts involving the public's use and enjoyment of these Rhode Island Constitution provisions requires action by the General Assembly to pass new laws to end this uncertainty and prevent further conflict between the public's constitutionally provided use of the shoreline and private property owners' use and enjoyment of their property.

**NOW, THEREFORE, BE IT RESOLVED** that we, the Town Council of the Town of Charlestown, Rhode Island, respectfully requests that the General Assembly specifically pass legislation to clearly delineate public access to the shoreline that would guarantee the public's rights as provided in the Rhode Island Constitution, including but not limited to fishing from the shore, the gathering of seaweed, leaving the shore to swim in the sea and passage along the shore, and to be secure in their rights to use and enjoyment of the natural resources of the state with due regard for the preservation of their values.

**BE IT FURTHER RESOLVED** that the Town Clerk is hereby instructed to submit a copy of this resolution to both the President of the Senate and the Speaker of the House, and the Town of Charlestown's State Senators and State Representative in the Rhode Island General Assembly in consideration of their support to submit and act to pass this amendment to the General Laws.

**BE IT FURTHER RESOLVED** that the Town Clerk is instructed to submit a copy of this resolution to the City and Town Councils of the other 38 Cities and Towns of the State of Rhode Island along with a request for their support.

The **RESOLUTION** shall take effect on passage.

By resolution of the Charlestown Town Council at a meeting held on August 13, 2019.

Amy Rose Weinreich, CMC

Attested To By  
Amy Rose Weinreich, CMC Town Clerk

