



TOWN COUNCIL MEETING
Jamestown Town Hall
Rosamond A. Tefft Council Chambers
93 Narragansett Avenue
Monday, November 7, 2016
7:30 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.

I. ROLL CALL

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

III. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, PRESENTATIONS, RESOLUTIONS AND PROCLAMATIONS

A) Acknowledgements

- 1) Swearing-in ceremony for new Jamestown Police Officer - Administration of the Oath, Presentation of Certificate, and Pinning of Badge: Police Chief Edward A. Mello and Town Council President Kristine S. Trocki

B) Presentations

- 1) RI Turnpike and Bridge Authority: Discussion of Solar Array Project - Executive Director Buddy Croft and Director of Engineering Eric Offenberg
 - a) RITBA revised Solar Array Project Plan
 - b) RITBA Solar Array Project Executive Summary
 - c) RITBA Solar Array Project Part 1
 - d) RITBA Solar Array Project Part 2
 - e) Jamestown Conservation Commission letter re: alternate location for Solar Array Project
 - f) Conanicut Island Land Trust suggested Solar Array Project site

IV. PUBLIC HEARINGS, LICENSES AND PERMITS

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) **Town Council Sitting as the Alcoholic Beverage Licensing Board**

- 1) NOTICE is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided

under Title 3 Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended, that the following **RENEWAL** applications have been received by the Town Council under said Act, for the period December 1, 2016 to November 30, 2017 (duly advertised in the *Jamestown Press* October 13th and October 20th); review and discussion and/or potential action and/or vote

RENEWALS: Approval of Licenses by Class

a) **CLASS A (PACKAGE STORE) – RETAIL**

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

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

- i) Approval of Liquor License renewal applications for **CLASS A (PACKAGE STORE) – RETAIL**, upon resolution of debts, taxes, State approval and appropriate signatures for the year December 1, 2016 to November 30, 2017; review and discussion and/or potential action and/or vote
- ii) Set the **CLASS A (PACKAGE STORE)–RETAIL** Liquor License Cap at TWO (2); review and discussion and/or potential action and/or vote

b) **CLASS B – TAVERN**

Bay Voyage, LLC
dba: Bay Voyage
150 Conanicus Avenue

- i) Approval of Liquor License renewal application and request to expand the authorized service area for **CLASS B – TAVERN**, upon resolution of debts, taxes, State approval and appropriate signatures for the year December 1, 2016 to November 30, 2017; review and discussion and/or potential action and/or vote
- ii) Set the **CLASS B – TAVERN** Liquor License Cap at ONE (1); review and discussion and/or potential action and/or vote

c) **CLASS B – VICTUALER**

Islandish, Ltd.
dba: Chopmist Charlies
40 Narragansett Avenue

Jamestown Culinary Partners, LLC
dba: Jamestown Fish
14 Narragansett Avenue

Jamestown Restaurant Group, LLC
dba: Narragansett Café
25 Narragansett Avenue

New England Golf Course Management, Inc.
dba: Jamestown Golf and Country Club
aka: The Cady Shack
245 Conanicus Avenue (lower level rear)

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

ESJ, Inc.
dba: Simpatico Jamestown
13 Narragansett Avenue

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

- i) Approval of Liquor License renewal applications for **CLASS B – VICTUALER**, upon resolution of debts, taxes, State approval and appropriate signatures for the year December 1, 2016 to November 30, 2017; review and discussion and/or potential action and/or vote
- ii) Set the **CLASS B – VICTUALER** Liquor License Cap at SEVEN (7); review and discussion and/or potential action and/or vote

d) **CLASS B – VICTUALER – LIMITED**

Lucky Ridge Co., LLC
dba: Spinnaker's Café
3 Ferry Wharf

PP Jamestown, LLC
dba: Preppy Pig BBQ
35 Narragansett Avenue

- i) Approval of Liquor License renewal applications for **CLASS B – VICTUALER – LIMITED**, upon resolution of debts, taxes, State approval and appropriate signatures for the year December 1, 2016 to November 30, 2017; review and discussion and/or potential action and/or vote
- ii) Set the **CLASS B – VICTUALER – LIMITED** Liquor License Cap at TWO (2); review and discussion and/or potential action and/or vote

CLASS D – FULL (CLUB)

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

- i) Approval of Liquor License renewal application for **CLASS D – FULL (CLUB)**, upon resolution of debts, taxes, State approval and appropriate signatures for the year December 1, 2016 to November 30, 2017; review and discussion and/or potential action and/or vote
- ii) Request a motion to set the **CLASS D – FULL (CLUB)** Liquor License Cap at ONE (1)

B) LICENSES AND PERMITS

- 1) RIGL §5-24-1 (a) and (b) and §5-24-2: Title 5 Businesses and Professions (Taverns, Cookshops and Oyster Houses)
 - a) Approval of Victualing License with extended hours **RENEWAL** application, upon resolution of debts, taxes, State approval and appropriate signatures for the year December 1, 2016 to November 30, 2017 (duly advertised in the *Jamestown Press* October 6th, October 13th, and October 20th editions); review and discussion and/or potential action and/or vote

Cumberland Farms, Inc.
dba: Cumberland Farms Store #1108
41 North Main Road

Plat 8 Lot 626

Application of **Cumberland Farms, Inc. dba: Cumberland Farms Store #1108**, for renewal of additional operational hours to open at 5:00 a.m. for said establishment, holder of a Victualing License issued by the Town of Jamestown. If granted, this will allow the establishment to continue to be open from 5:00 a.m. to 2:00 a.m. daily (RIGL §5-24-1 allows this establishment to be open from 6:00 a.m. until 2:00 a.m. without additional operating hours).

V. OPEN FORUM

Please note that, under scheduled requests to address, if the topic of the address is available to be put on the agenda, the Council may discuss the issue

- A) Scheduled to address
- B) Non-scheduled to address

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

- A) Administrator's Report: Town Administrator Andrew E. Nota
 - 1) Goals and Objectives: Update
 - 2) CRMC Hearing/Aquaculture Activities at Dutch Harbor
 - 3) Division of Municipal Finance: Municipal Tax Rates for FY 2017
- B) Conservation Commission FY 2016 Annual Report: Maureen Coleman

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

- A) Award of Bid: Jamestown Parks and Recreation Department
 - 1) One (1) New Gymnasium Floor Covering System to include a Mobile Storage Rack with Brush Assembly and Power Winder to Anthem Sports for an amount not to exceed Six Thousand Seven Hundred Seventy-Five Dollars and Five Cents (\$6,775.05) as recommended by Parks and Recreation Director Andrew Wade; review and discussion and/or potential action and/or vote

IX. ORDINANCES AND APPOINTMENTS AND VACANCIES

- A) Appointments and Vacancies
 - 1) Jamestown Housing Authority (One vacancy with an unexpired five-year term ending date of December 31, 2017); duly advertised; no applicants
 - 2) Jamestown Tax Assessment Board of Review – Alternate (One vacancy with a one-year term ending date of May 31, 2017); duly advertised; no applicants
 - 3) Jamestown Tree Preservation and Protection Committee (One vacancy with an unexpired three-year term ending date of December 31, 2016); duly advertised; no applicants
 - 4) Jamestown Juvenile Hearing Board – Alternate (One vacancy with

an unexpired two-year term ending date of December 31, 2017)

- a) Letter of resignation
 - i) Theresa DiGiovanni

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.

- A) Adoption of Council Minutes
 - 1) October 12, 2016 (ROW workshop)
 - 2) October 18, 2016 (regular meeting)
 - 3) October 18, 2016 (executive session)
- B) Minutes from Boards, Commissions and Committees
 - 1) Jamestown Fire Department Incentive Committee (10/11/2016)
 - 2) Jamestown Library Board of Trustees (09/13/2016)
 - 3) Jamestown Library Renovation Committee (09/21/2016)
 - 4) Jamestown Zoning Board of Review (09/27/2016)
- C) CRMC Notices
 - 1) November 2016 Calendar
- D) Abatements/Addenda of Taxes
 - Total Abatements: \$22,280.89 Total Addenda: \$20,157.82
 - 1) Motor Vehicles – Abatements to 2016 Tax Roll
 - Account/Abatement Amount**
 - a) 02-0320-10M \$ 99.78
 - b) 04-1668-85M \$ 447.02
 - c) 11-0515-70M \$ 17.06
 - d) 19-0803-20M \$ 5.22
 - e) 20-0535-59M \$ 58.40
 - 2) Real Property/Tangible Abatements to 2015 Tax Roll
 - Account/Abatement Amount**
 - a) 03-1168-75 \$ 52.68
 - 3) Real Property/Tangible Abatements to 2016 Tax Roll
 - Account/Abatement Amount**
 - a) 02-0385-00 \$2,644.62
 - b) 02-0877-00 \$ 12.87
 - c) 02-0880-00 \$ 115.83
 - d) 02-1138-00 \$4,104.08
 - e) 03-1168-75 \$ 51.48
 - f) 08-0182-26 \$1,972.81
 - g) 08-0415-50 \$ 8.58
 - h) 12-0236-50 \$ 124.41
 - i) 13-1366-00 \$4,801.91
 - j) 18-0025-25 \$ 6.49
 - k) 19-0755-00 \$ 290.00

- l) 19-1185-00 \$2,223.94
- m) 19-1185-00 \$ 723.29
- n) 23-0080-00 \$ 546.55
- o) 23-1152-00 \$3,973.87
- 4) Motor Vehicles – Addenda to 2016 Tax Roll
 - Account/Addenda Amount**
 - a) 04-0016-60M \$ 692.19
- 5) Real Property/Tangible Addenda to 2016 Tax Roll
 - Account/Abatement Amount**
 - a) 02-0433-20 \$4,104.08
 - b) 08-0369-25 \$4,801.91
 - c) 10-0230-50 \$2,644.62
 - d) 11-0460-00 \$3,973.87
 - e) 12-0405-75 \$1,972.81
 - f) 19-1371-00 \$ 771.69
 - g) 23-042-90 \$1,196.65
- E) Multi-License renewal applications (December 1, 2015-November 30, 2016):
 - 1) Conanicut Yacht Club dba: **Conanicut Yacht Club**
 - a) Victualing License
 - b) Entertainment License
 - 2) ESJ, Inc. dba: **Simpatico Jamestown**
 - a) Victualing License
 - b) Entertainment License
 - 3) Islandish, Ltd. dba: **Chopmist Charlies**
 - a) Victualing License
 - b) Entertainment License
 - 4) BADA Bing, Inc. dba: **House of Pizza**
 - a) Victualing License
 - b) Amusement License
 - 5) Jamestown Culinary Partners, LLC dba: **Jamestown Fish**
 - a) Victualing License
 - b) Entertainment License
 - 6) Jamestown Restaurant Group, LLC dba: **Narragansett Café**
 - a) Victualing License
 - b) Entertainment License
 - 7) Bay Voyage, LLC dba: **Bay Voyage**
 - a) Victualing License
 - b) Entertainment License
 - 8) PP Jamestown, LLC dba: **Preppy Pig BBQ**
 - a) Victualing License
 - b) Entertainment License
- F) Victualing License renewal applications:
 - 1) East Ferry Market, Ltd. dba: **East Ferry Deli & Market**
 - 2) Isis Cakes, LLC dba: **Isis Cakes**
 - 3) KALI, LLC dba: **J22 Tap & Table**

- 4) New England Golf Course Management, Inc. dba: **Jamestown Golf and Country Club aka: Caddy Shack**
- 5) Slice of Heaven, Inc. dba: **Slice of Heaven**
- 6) T-M-T Enterprises, Inc. dba: **McQuade's Supermarket**
- 7) Tunstall LLC. dba: **Grapes & Gourmet**
- 8) Varsha, Inc. dba: **Jamestown Wine & Spirits**
- 9) Doriana Carella/The Village Hearth dba: **The Village Hearth**
- 10) Tallulah, LLC dba: **Tallulah's Tacos**
- 11) Lucky Ridge Co., LLC dba: **Spinnaker's Café**

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

- A) Communications
 - 1) Press Release of Lions Club President John Murphy with update on site and landscape improvements at Fort Getty Park
 - 2) Invitation of Newport County Chamber of Commerce to Annual Cocktail Celebration and Auction on November 4, 2016 at Rosecliffe
 - 3) Letter Rev. Kris von Maluski of St. Mary's Newport re: restoration project for the 1958 Casavant pipe organ (*Souls in Harmony Campaign*)
 - 4) Letter of Conanicut Island Land Trust President Quentin Anthony re: proposed RITBA Solar Array project and local jurisdiction

XII. AGENDA ITEMS FOR THE NEXT MEETING AND FUTURE MEETINGS

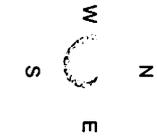
XIII. EXECUTIVE SESSION

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.

In addition to the two above-mentioned locations, notice also may be posted, from time to time, at the following location: Jamestown Police Station; and on the Internet at 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 cfernstrom@jamestownri.net not less than three (3) business days prior to the meeting.

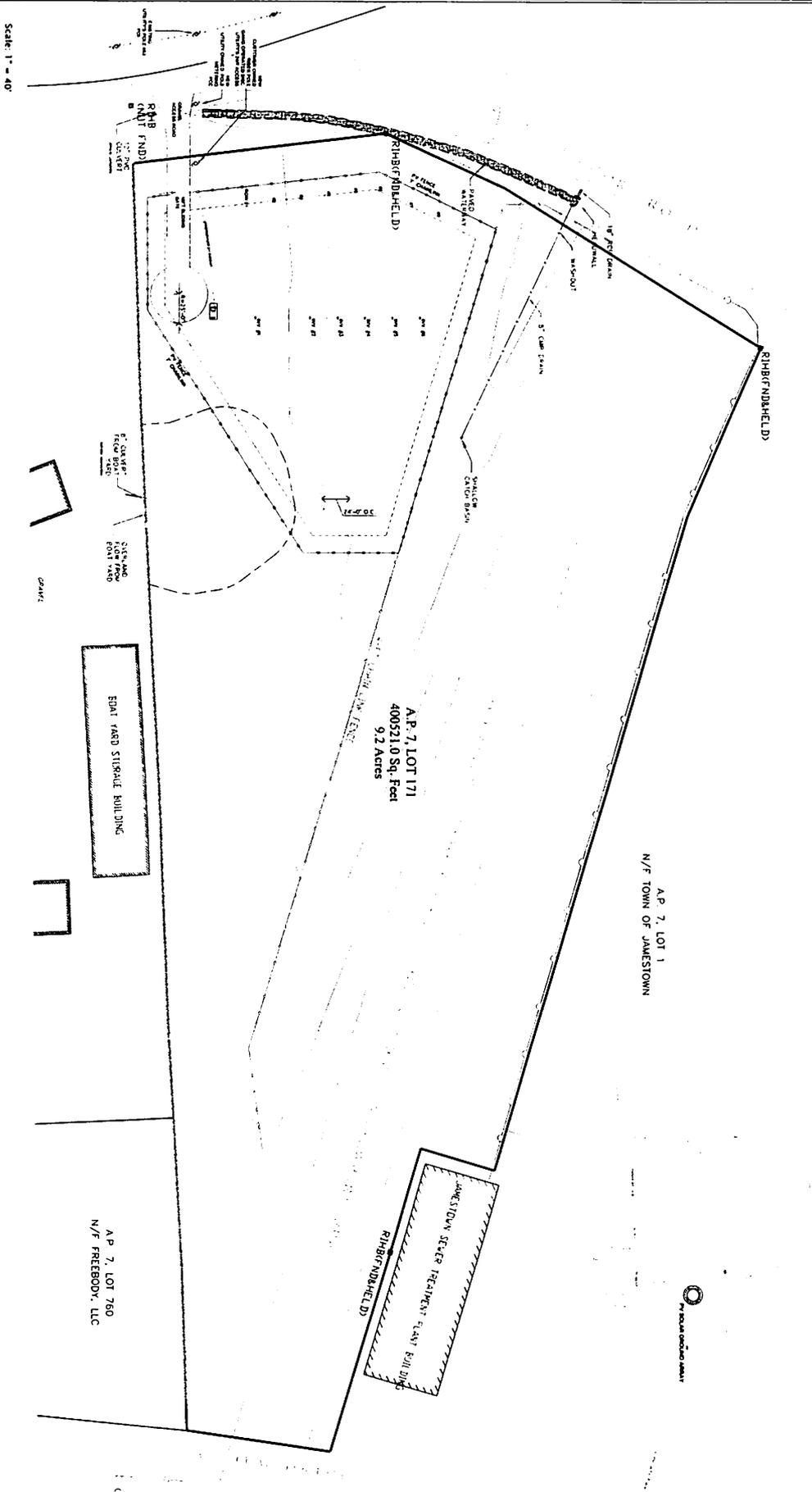


NEWPORT BRIDGE - 216KW AC
1 EAST SHORE ROAD
JAMESTOWN, RI

PROJECT DATA - 216 KW AC

OWNER: RITBA RI SOLAR, LLC
 102 GREENWICH AVENUE, 3FL
 GREENWICH, CT 06830

SOLAR ARRAY:
MODULE: TRINA SOLAR TSM-P104 310 72-CELL
 990 MODULES @ 310 WATTS EACH (294,501 W DC @ STC)
 INSTALLED IN STRINGS OF 19 MODULES
RACKING: DRIVER POST GROUND MOUNT AT 30 DEG TILT
INVERTER: SOLECTRIA PVI 36-TL (6 UNITS)



Scale: 1" = 40'

NO.	REVISIONS
1	ISSUE FOR PERMIT
2	REVISED PER COMMENTS
3	REVISED PER COMMENTS
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NEWPORT BRIDGE
COVER SHEET
PV SOLAR GROUND ARRAY
 1 EAST SHORE ROAD
 JAMESTOWN, RI 02835



RITBA RI SOLAR, LLC
 102 GREENWICH AVE, 3FL
 GREENWICH, CT 06830
 (203) 698-0090

Executive Summary

The installation of a ground mounted solar array is the next piece of the puzzle in the RI Turnpike and Bridge Authority's efforts to minimize utility costs for all of their facilities while increasing their environmental awareness and green footprint within the State of Rhode Island. These initiatives are imperative to the Authority as it tries to keep its operating costs as low as possible to avoid any potential increases in tolls for the motoring public of Rhode Island.

Over the past couple of years, the authority has been upgrading facilities to include more energy efficiency while also reducing the overall amount of electricity being used. All of the lighting for the Newport Bridge and headquarters facility as well as the Jamestown Bridge and the Mount Hope Bridge have recently been replaced with new LED fixtures saving almost 75% on usage of electricity for lighting while providing much less long term maintenance and fewer light bulbs going into the waste stream. In addition, the Authority has been replacing older pumps and generators to ensure better environmental quality and energy efficiency.

The installation of a 500kw solar array at the Jamestown side of the Newport Pell Bridge will be able to provide almost all of the electricity needed for the Bridge and associated facilities at this location. This will also help the town of Jamestown, as the use of the power generated by the solar array will help to minimize electricity demand during peak hours which leaves more of the power coming to the island available for other users.



Untitled Polygon

500 kW Ground Mount Array Layout



Commerce Rhode Island Renewable Energy Fund

Commercial Funding 2014 Block IV

Renewable Energy Fund Commercial Project Funding – Over 10 kW

Submitted by:

Rhode Island Turnpike and Bridge Authority
1 East Shore Road
Jamestown, RI 02835

January 8, 2015

Project Type: Solar Ground Mount
Project Size: 500 kW DC
Project Location: 1 East Shore Road Jamestown, RI 02835
Developer: GenBright LLC

I. Applicant Information

Applicant (Project Site Owner):	Rhode Island Turnpike and Bridge Authority
Renewable Energy Company (Developer):	Genbright
Project Site Name:	Rhode Island Turnpike and Bridge Authority
Project Site Address:	1 East Shore Road Jamestown, RI 02835
Contact Name of Applicant:	Eric Offenber
Applicant Address:	1 East Shore Drive
City, State, Zip:	Jamestown, RI 02835
Applicant Phone:	401 525-6930
Applicant Email:	eoffenberg@ritba.org
Applicant Website:	http://www.ritba.org/
Renewable Energy Company Point of Contact Name:	Genbright-Joe Crespo/ Econox Group-Scott Milnes
Renewable Energy Company Email:	joe.crespo@genbright.com--smilnes@econoxgroup.com
Renewable Energy Company Phone :	617 933-8720-----401 692-2070
Who should Commerce RI contact regarding this application?	Joe Crespo/Scott Milnes
Applicant Type of Entity (ex: LLC):	Quasi-State Agency
Activities of Entity:	The Rhode Island Turnpike and Bridge Authority operates and maintains the Mount Hope Bridge, the Jamestown Verrazano Bridge, Route 138 through Jamestown, the Newport Pell Bridge, and the Sakonnet River Bridge.
Please describe the Applicant's presence in Rhode Island in terms of # of employees, percentage of total employees in RI, and/or history of doing business in RI:	The Rhode Island Turnpike and Bridge Authority was created in 1954 by the Rhode Island General Assembly as a body corporate and politic, with powers to construct, acquire, maintain, and operate bridge projects. Through sound financial management coupled with superior engineering and operations excellence, RITBA is responsible for keeping the four bridges safe for vehicular travel and maintained in exemplary condition. There are over 65 employees working for the authority.

II. Executive Summary

Project Site Information:	
Name on Electric Account:	RHode Island Turnpike and Bridge Authority
Installation street address:	East Shore Road
City/Town/Zip:	Jamestown, RI 02835
Nature of Project Site Activity (ex. manufacturer, school, supermarket, municipal)	Quasi -State Agency
Describe hours of Project Site Operation: (ex. seasonal, weekdays only, hours per week)	Seven days per week
Is project located on a Historic Property?	No
Will the project be located on a historic property?	Yes(PPA Investor will absorb tax credits)
Number of employees at project location:	65
Please explain the relationship between the Applicant and the ultimate owner of the Renewable Energy System (if different). The applicant ,Rhode Island Turnpike & Bridge Authority will enter into a Power Purchase Agreement with the system owner and purchase the power at a reduced rate under a 10 year contract	
Please explain the relationship between the, the Renewable Energy Developer and the Renewable Energy System Installer (if different). Genbright will be the renewable energy developer and Econox Group Inc will Engineer,Procure and Construct the solar system	

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III. Utilization of Funds

Funding Request

Please provide a description of all sources of funding for this project, including REF, along with any supporting letters of interest/commitment for the identified sources.

Funding Source	Dollar Amount	Confirmed or Pending?	Expected Date of Finalization
RI Renewable Energy Fund	\$314,100	Pending	June 2015
Total	\$ 314,100		

REF Funds requested	\$ 314,100
Total Project Cost:	\$ 1,209,600
Percentage of Total Project Costs that REF grant will cover:	26%

Estimated # of RECS Produced Annually:	650p(at 1000kWh/Rec(DC))
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IV. Technology Specific Data: Solar PV

PV module manufacturer:	Yingli
Model:	Yingi300P-35B
Quantity:	1680
Inverter Manufacturer:	SMA
Model:	MLX 60
Quantity:	7
DC System Rating: (Please do not round)	504
Total Annual AC Production: (Please attach PVWatts or PV SYS)	650,0000
Array Type:	<input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Tracking
Array Mounting:	<input checked="" type="checkbox"/> Ground <input type="checkbox"/> Roof <input type="checkbox"/> Other
Age of roof:	
Expected remaining lifespan of roof:	
Length of Manufacturers' System Warranty:	
Length of Workmanship Warranty (minimum 3 years required)	
Estimated annual operating and maintenance cost:	\$7,500
Year and Total Cost of any major system upgrades:	Year: <u>20</u> Cost: \$ <u>126,000</u>

V. Logistical Feasibility

Please list all zoning, permitting, interconnection items that are critical to project timeline including any special permits that may apply (ex. RI Coastal Resources Management Council, RI Historical Commission, RI Department of Environmental Management, etc.). Please include a letter from the City/Town that the proposed project is a permissible application at the proposed location.

Required Approval	Entity Administering Approval	Date Expected to Apply	Date Expected Complete	Does the City/Town have favorable energy ordinances? (Y/N)
Engineering	Town Of Jamestown	March 2015	April 2015	No
Zoning	Not Needed			
Interconnection	National Grid	March 2015	April 2015	
Building and Electrical Permit	Town Of Jamestown	March 2015	April 2015	
Other Special Permits				

VI. Scope of Work:

Please provide a brief description of all major tasks associated with completing this project in addition to the items provided in section IV. Include a draft timeline. Please use a table format wherever possible. Please provide a narrative path to obtain permit approval for any pending or irresolute scope items.

Task Name**Start Date End Date**
3/2/2015 7/1/2015RI Bridge and Turpike 502 kW DC
Jamestown, RIEconox Group
12/29/2014

502 kW DC Ground Mount

DESIGN PHASE	02/14/15	03/14/15
Engineering Design Permit Set	02/14/15	03/01/15
Construction Drawings	03/02/15	03/14/15
PERMITTING/BUIDING PERMITS	03/02/15	03/16/15
Building Permit Process	03/02/15	03/16/15
PRE - CONSTRUCTION MILESTONES	03/02/15	04/13/15
PV Panels Order	03/02/15	
Estimated delivery to site	4/13/2015	
Inverter Order	03/02/15	
Estimated Delivery date	04/13/15	
Racking Order	03/01/15	
Estimated delivery to site.	04/06/15	
GROUND MOUNT CONSTRUCTION	03/16/15	05/25/15
Mobilization/Tree clearing/Site Prep	03/16/15	04/06/15
PV Racking Install	04/06/15	04/20/15
Module Install	04/13/15	04/24/15
String Wiring	04/20/15	05/04/15
Prep/Insatll for String Inverters	04/20/15	04/24/15
Inverters Terminations	04/27/15	05/11/15
Install Solar Load Center/Terminations	04/27/15	05/01/15
Install AC conduit	05/04/15	05/08/15
Install AC Wiring	05/11/15	05/13/15
DAS Equipment	05/04/15	05/08/15
System Mechanically Complete/ Building/Electrical Inspections	05/02/15	
Local Building Department Sign Off	05/25/15	
CLOSE OUT PHASE	05/26/15	07/01/15
Start - Up and Testing		
Ngrid Inspections/Meter Insatllation	06/08/15	
Start - Up and Testing-Sytem Commisioning	06/15/15	
Ngrid Authority To Interconnect		07/01/15

Economic Development

The Newport Pell Bridge is one of the most iconic structures in the State of Rhode Island, and the Rhode Island Turnpike and Bridge Authority is one of the more publicized quasi-governmental agencies in the state. With over 17 million vehicles crossing the bridge every year and more than 200,000 RI EZ-Pass transponders activated, the exposure for this renewable energy initiative may be more than any other system in the state. The authority has a “going green” program and promotes it through their web page as well as notices to EZ-Pass holders. As part of this overall program, the solar array will provide an enormous environmental benefit, while also helping to ensure that utility costs are minimized which is a large factor in Bridge expenses. By keeping these costs lower, the Authority is hoping to avoid increases in tolls on the Newport Pell Bridge, which saves all RI drivers crossing the bridge money, as well as not impacting tourism into Newport County.

This unique public/private project will be an example for other quasi-governmental agencies, as well as private sector entities in how to implement one of these projects maximizing the tax incentives for a private entity while maximizing the cost savings and energy reduction for the public entity. This is truly a “win-win” proposition. This grant will help to ensure that the costs of electricity through the PPA (Power Purchase Agreement) are kept as low as possible until the end of the contract when the Authority ultimately owns the system.

Photovoltaic – Rhode Island Bridge and Turnpike Authority Labor Calcs

Project Location	Rhode Island
Year of Construction or Installation	2015
Average System Size - DC Nameplate Capacity (KW)	500
System Application	Small Commercial
Solar Cell/Module Material	Crystalline Silicon
System Tracking	Fixed Mount
Base Installed System Cost (\$/KWDC)	\$2,416
Annual Direct Operations and Maintenance Cost (\$/kW)	\$23.50
Money Value - Current or Constant (Dollar Year)	2014
Project Construction or Installation Cost	\$1,207,937
Local Spending	\$794,667
Total Annual Operational Expenses	\$140,725
Direct Operating and Maintenance Costs	\$4,230
Local Spending	\$3,846
Other Annual Costs	\$136,495

Local Economic Impacts - Summary Results

	Jobs	Earnings \$000 (2014)
During construction and installation period		
Project Development and Onsite Labor Impacts		
Construction and Installation Labor	1.6	\$106.0
Construction and Installation Related Services	2.2	\$196.7
Subtotal	3.8	\$302.7
Module and Supply Chain Impacts		
Manufacturing	0.0	\$0.0
Trade (Wholesale and Retail)	0.8	\$73.4
Finance, Insurance and Real Estate	0.0	\$0.0
Professional Services	0.4	\$32.4
Other Services	0.7	\$89.8
Other Sectors	1.6	\$78.3
Subtotal	3.5	\$273.9
Induced Impacts	2.5	\$163.2
Total Impacts	9.8	\$739.8

	Annual Jobs	Annual Earnings \$000 (2014)
During operating years		
Onsite Labor Impacts		
PV Project Labor Only	0.0	\$2.1
Local Revenue and Supply Chain Impacts	0.0	\$1.0
Induced Impacts	0.0	\$0.6
Total Impacts	0.1	\$3.7

Notes: Earnings and Output values are thousands of dollars in year 2014 dollars. Construction and operating period jobs are full-time equivalent for one year (1 FTE = 2,080 hours). Economic impacts "During operating years" represent impacts that occur from system/plant operations/expenditures. Totals may not add up due to independent rounding.

Detailed PV Project Data Costs

Installation Costs	Cost	Purchased Locally (%)
Materials & Equipment		
Mounting (rails, clamps, fittings, etc.)	\$46,485	100%
Modules	\$372,888	100%
Electrical (wire, connectors, breakers, etc.)	\$29,911	100%
Inverter	\$67,302	100%
Subtotal	\$516,586	
Labor		
Installation	\$105,985	100%
Subtotal	\$105,985	
Subtotal	\$622,572	
Other Costs		
Permitting	\$148,700	100%
Other Costs	\$60,694	100%
Business Overhead	\$343,684	100%
Subtotal	\$553,078	
Subtotal	\$1,175,650	
Sales Tax (Materials & Equipment Purchases)	\$32,287	100%
Total	\$1,207,937	

VIII. Qualifications of Firm and Project Personnel

Project Developer Firm

Genbright LLC was founded in 2012 by a group of energy veterans that previously worked together at Edison Mission Energy (EME). At that time, EME was the merchant generation, trading and asset management business of Edison International. While at EME, Genbright's founding team held lead roles relating to the commercial management of over 7000 MWs of both conventional and renewable generation.

Genbright's services focus on the commercial and operational management of distributed generation as part of a comprehensive energy load management solution. We specialize in creating and implementing new commercial wholesale and retail energy management solutions that convert smart grid concepts into commercially viable projects. Our clients include both end users of energy and investors in distributed generation, and range from small business owners to fortune 500 corporations that want to optimize the potential of distributed generation and other smart grid assets.

Project Personnel:

Joe Crespo – Joe Crespo is founder and co-owner of Genbright. Joe has over fifteen years of experience contributing to the success and growth of businesses in the energy industry. At Genbright, Joe Crespo is responsible for the wholesale, retail and financial structuring of distributed generation and energy load management projects. Prior to that, Joe has been responsible for developing and launching new platforms for proprietary short term power trading strategies at several different energy trading businesses. As a consultant at NERA, Joe led business and government project teams responsible for implementing deregulated wholesale and retail energy markets.

Joe Cusack - Joe Cusack is Vice President of Asset and Load Management for Genbright. Mr. Cusack is responsible for managing participation in retail power markets and demand response to bring optimal value to Genbright's clients. Prior to joining Genbright, Mr. Cusack worked in numerous roles with EMMT and its predecessors for 17 years, most recently as Managing Director, Asset Management. Joe was responsible for leading a team of professionals to maximize the profitability of a 7000+ MW fleet of coal-, natural gas-, and wind-powered generating assets, which were located all across the US. The team had expertise in all areas of producing maximum profits; including energy hedging in various ISOs, understanding and participating in wholesale capacity markets, and fuel procurement.

Jeff Ellis - Jeff Ellis is responsible for product and business development. Prior to joining Genbright, Mr. Ellis was the Director of Market Policy and Regulatory Affairs for Edison Mission. Mr. Ellis has market expertise in many eastern RTO wholesale power markets. Prior to joining Edison Mission, Mr. Ellis was VP of Business Development for Energy USA a large scale Energy Service Company owned by NiSource Inc. Mr. Ellis was responsible for all commercial and industrial sales and marketing activities including on-site power generation, fuel and power contracts and the installation and financing of larger scale energy conservation and load control

projects. Prior to joining Energy USA, Mr. Ellis was the Director of Demand Side Management for Bay State Gas Company. Mr. Ellis was responsible for the design, development and implementation of energy conservation programs for residential, commercial and industrial customers with an annual budget of \$50 million.

Engineering, Procurement and Construction Firm

The **Econox Group** is focused on providing a complete range of sustainable renewable energy and energy efficient solutions, which include turnkey installations, integrated financing, operations and maintenance services.

Our experienced renewable energy team provides single-source development, financing, installation, operation and maintenance of renewable energy and energy efficient facilities that are customized to meet your needs. We work directly with leading manufacturers to design and build the most cost-efficient sustainable energy projects.

For over three decades the Econox Group has successfully developed numerous Utility Scale Projects throughout North America. Econox implements an innovative and unique approach based on solid experience, to overcome any obstacles that arise during the development of any particular Renewable Energy or Energy Efficiency Project.

The Econox Team has successfully assisted both Commercial and Private clients in all aspects of Renewable Energy Development, Energy Efficiency, Water Conservation, Finance and Construction Support:

- 300 MW PV Solar projects throughout the USA
- 150 MW Small and Large Scale Wind Turbines

Over ten years, Econox Group members have successfully developed over 300 MW of Renewable Energy Projects worth over \$ 400 million usd and has successfully structured financing for over \$100 million in Projects.

To date, the Econox Team has managed over \$ 100 million of Utility Scale Projects, and \$40 million worth of Commercial and Industrial Projects.

The Econox Team has the proven Asset Management Experience whereby it manages the contractual, permit and regulatory responsibilities of the projects and oversees the operational service providers under contract to the project, including O&M, Energy Management and Environmental Attribute Management.

Project Personnel:

Scott Milnes the President and founder of the Econox Group will be managing all construction activities for this project. Scott has over 15 years of experience in developing and implement Renewable Energy Projects in New England.

Steve Xigoros the CFO for the Econox Group will be directly responsible for all accounting, financing, invoicing, purchasing and associated activities.

D. James Kafkas Esq., general legal counsel for the Econox Group will be responsible for all legal documentation regarding the PPA and permitting.

The Econox Group has teamed with Gehrlicher Solar America Corp. (GSAC, A Company of the M+W Group). Gehrlicher has twenty 20 years of history in solar PV industry and builds commercial and utility energy systems for Fortune 1000 companies, utilities, developers, and government agencies. Gehrlicher's portfolio spans 750 MW of project installations worldwide.

Econox is also teamed with the I.N.O. Electrical Service Inc. and Associated Engineers as the Engineer of Record. The I.N.O Electrical Service company is based in Walpole MA., and is owned and operated by Jeff Medeiros, Rhode Island Electricians License #A-4139. Jeff has over 28 years of experience and has completed many solar PV projects throughout the Northeast.

Associated Engineers is based in N. Smithfield R.I. and owned by Ralph DeVivo, Rhode Island Professional Engineering License # 6590. Ralph has over 30 years experience and will be the responsible engineer of record for this project.

Rhode Island Wind and Solar Projects

Project Originator/Project Manager /Site Manager for the Following Projects in Rhode Island

Northeast Engineers Northwind 100 kW wind turbine

Hodges Badge- Siva 250 kW Wind turbine

Middletown Solar-500 kW Solar Ground Mount

Millwork One-500 kW Solar Roof Mount

Gannon & Scott-406 kW Solar Roof Mount

All American Foods-330 kW Solar Roof Mount

Steere Farm-100 kW-Solar Ground Mount

Newport Vineyards-50 kW

Teknor Apex-60 kW-Solar Roof Mount

Massachusetts Solar Projects

Project Originator/Project Manager/Site Manager for the Following projects in Massachusetts

Ameresco School Projects--3000 kW

Melrose School, Melrose-301 kW

Brown School,Newton-250 Kw

Memorial School, Newton-150 kW

Newton North School,Newton -240 kW

Countryside School, Newton-67 kW

Teknor Apex, Attleboro-68 KW

Chestnut Glenn, Abington-156 kW

References

Hodges Badge-Rick Hodges-Ceo 401 682-2000

Ameresco-Paul Makris-Head of Business Development-508 598-3029

Middletown Solar-500 kW Ground Mount Middletown, RI----Gene Goldstein--Owner---401 862-8714

Gannon & Scott-406 kW Roof Mount, Cranston, RI---Joe Peixoto--General Manager--- 401 463-5550

All American Foods-330 kW Roof Mount,North Kingstown, RI---Leon Panteleos---Owner---401 954-4530

Steere Farm-100 kW Ground Mount—Randy Steere-Owner- 617 794-4100

Newport Vineyards 53 kW roof mount—John Nunes--Owner---401 965-1804



February 10, 2014

Newport Bridge
One East Shore Road
Jamestown RI 02835

Eric Offenberg

Energy Source is pleased to present you with this energy conservation proposal. We trust you will find this proposal a cost effective means to not only reduce your energy bills, but also improve the quality of the environment throughout your facility.

Other factors to consider as you evaluate this proposal are existing lighting-related disruptions and maintenance costs are eliminated until the new lighting system enters its end of life – typically several years. Where possible, we have standardized the lamp type. This will allow you to maintain a single inventory of like lamps. Finally, the environmental impact of this initiative has been documented further in this proposal.

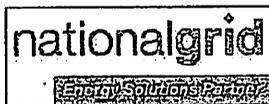
I hope you find this proposal informative. If you have any questions please do not hesitate to contact me.

Sincerely,

Michael Lemoi
Energy Source



PROJECT SUMMARY

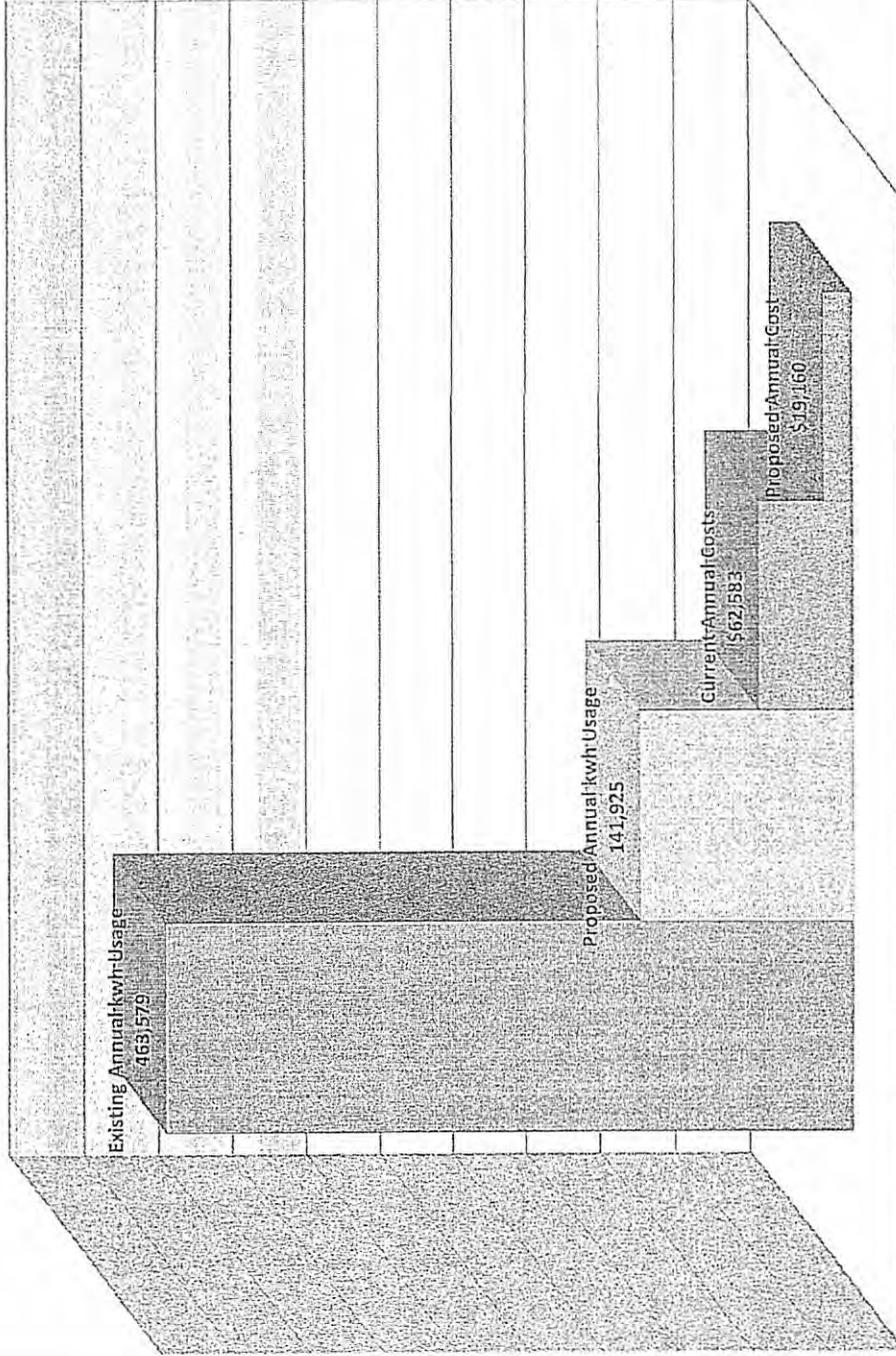


Customer Name: Newport Bridge
 Street Address: One East Shore Road
 City: Jamestown
 State: RI
 Zip Code: 02835
 Contact: Eric Offenberg
 Office#: 401-432-1902
 Cell #: 0
 E-Mail 0

<u>EXISTING SYSTEM</u>		<u>PROPOSED SYSTEM</u>	
CONNECTED LOAD (WATTS):	100,486	CONNECTED LOAD (WATTS):	30,193
ANNUAL KW:	100.49	ANNUAL KW:	30.19
ANNUAL KWH USAGE:	463,579	ANNUAL KWH USAGE:	141,925
ANNUAL LIGHTING COST:	\$62,583	ANNUAL LIGHTING COST:	\$19,160
ENERGY \$PER KWH	\$0.135		
ESTIMATED (KW) REDUCTION PER YEAR:			70.29
ESTIMATED (KWH) REDUCTION PER YEAR:			321,654
<hr/>			69%
<u>% ANNUAL LIGHTING COST REDUCTION:</u>			
<u>TOTAL ESTIMATED SAVINGS/YR:</u>			\$43,423
<u>TOTAL PROJECT COST:</u>			\$241,460
<u>ESTIMATED UTILITY INCENTIVE: *</u>			\$80,414
<u>COST AFTER INCENTIVE:</u>			\$161,046
<u>ESTIMATED R.O.I (YR) :</u>			24%
<u>SIMPLE PAYBACK:</u>			3.7
<u>MONTHLY ENERGY SAVINGS:</u>			\$3,619
<u>MONTHLY FINANCE OPTION:</u>		<u>TERM: 24 MONTHS 0%</u>	\$6,710
<u>MONTHLY CASH FLOW ANALYSIS:</u>			\$3,092

* Incentive is considered estimated until approved by utility company representative

Existing vs. Proposed System Comparison



CONTRACT



Newport Bridge
One East Shore Road
Jamestown RI 02835

The costs of this project includes all labor and materials necessary to install the measures listed in the attached proposal. The customer is eligible to receive an incentive from the Utility Company which will be paid directly to Energy Source by the Utility Company upon completion of this project. Also included in this proposal is the cost of recycling the fluorescent lamps removed as a result of the installation. By signing this agreement customer agrees to provide temporary storage of these materials for approximately 4-6 weeks until removed by a licensed hazardous waste company contracted by Energy Source.

Table with 2 columns: Item Name, Amount. Rows: Total Project Cost (\$241,460), Utility Incentive (\$80,414), Customer Cost (\$161,046).

ACKNOWLEDGED AND ACCEPTED

Newport Bridge is in agreement with the scope of work and terms set forth in this proposal and that said services will be provided at the cost listed above.

Unless financing Newport Bridge agrees to pay the net cost of this project in two equal installments: \$80,523 payable upon execution of this proposal and \$80,523 payable upon completion of this project.

check if using financing option (net cost of project shall be billed in 24 equal payments and appear on electric bill upon project completion)

*finance option subject to National Grid approval and availability of funds

BY: DATE:

TITLE: P.O. #:

FED ID #:

CUSTOMER REPORT

Customer Name: Newport Bridge
 Street Address: One East Shore Road
 City: Jamestown
 State: RI
 Zip Code: 02835
 Contact: Eric Offenber
 Phone: 401-432-1902

EXISTING LIGHTING SYSTEM									PROPOSED LIGHTING SYSTEM											
LINE	MEASURE LOCATION	EXISTING SYSTEM	EXISTING QTY	EXISTING HOURS	EXISTING WATTS	EXISTING KW	EXISTING KWH	OPERATING COST	NEW FIXTURE TYPE	PROPOSED QTY	PROPOSED HOURS	PROPOSED WATTS	PROPOSED KW	PROPOSED KWH	OPERATING COST	SENSOR TYPE	SENSOR QTY	KW SAVED	KWH SAVED	HEIGHT
1	Road Deck- Cobra Head 460 v	MH - 250 W	152	4380	295	44.84	196,399	\$26,514	BXSPA03BAUS	152	4380	101	15.35	67,242	\$9,078	0	0	29.49	129,157	
2	Tube Nav Lights	HP5 - 250 W	6	4380	295	1.77	7,753	\$1,047	PT-150-5-UAC-40-MD-BU	6	4380	42	0.25	1,104	\$149	0	0	1.52	6,649	
3	Wedge Light	MH - 100 W	146	4380	120	17.52	76,738	\$10,380	PT-100-5-UAC-40-MD-BU	146	4380	30	4.38	19,184	\$2,590	0	0	13.14	57,553	
4	AV Tower	Incand - 620 W	2	8760	620	1.24	10,862	\$1,466	PT-150-5-UAC-40-MD-BU	2	8760	42	0.08	736	\$99	0	0	1.10	10,127	
5	Interior Tower	Incand - 67 W	30	4380	67	2.01	8,804	\$1,189	LED 11W A19 SCREW IN	30	4380	11	0.39	1,445	\$195	0	0	1.68	7,358	
6	Sign Lights Plaza	MH - 175 W	5	4380	215	1.075	4,709	\$630	LED Flood Knude Mount 3/4" Thread	5	4380	58	0.29	1,270	\$171	0	0	0.79	3,438	
7	Red/Green Lights	Incand - 67 W	16	8760	67	1.072	5,391	\$1,268	LED 11W A19 SCREW IN	16	8760	11	0.18	1,542	\$208	0	0	0.90	7,849	
8	Canopy Ceiling	MH - 175 W	16	4380	215	3.44	15,067	\$2,034	CRSK-URW-SC-LED-84-55-CW-UE-WFT/Dc	16	4380	84	1.34	5,887	\$795	0	0	2.10	9,180	
9	EZ Pass Sign	CFL - 21W - Screw In	16	4380	22	0.352	1,542	\$208	LED Flood Knude Mount 3/4" Thread	16	4380	21	0.34	1,472	\$199	0	0	0.02	70	
10	Flood	MH - 1000 W	17	4380	1075	18.275	80,045	\$10,800	LED Flood	17	4380	233	3.96	17,349	\$2,342	0	0	14.31	62,695	
11	Cobra Head	MH - 250 W	14	4380	295	4.13	18,089	\$2,442	BXSPA03BAUS	14	4380	101	1.41	6,193	\$836	0	0	2.72	11,896	
12	Garage	Floor - 4L TSHO	13	8760	234	3.042	26,648	\$3,597	LED High Bay (>4380)	13	8760	150	1.95	17,082	\$2,306	0	0	1.09	9,566	
13	Garage Wall Pack	MH - 175 W	6	4380	215	1.29	5,650	\$763	47W LED Wall Pack Dark Sky	6	4380	47	0.28	1,235	\$167	0	0	1.01	4,415	
14	Garage Wall Flood	MH - 175 W	2	4380	215	0.43	1,883	\$254	LED Flood York Mount	2	4380	21	0.04	184	\$25	0	0	0.39	1,699	
TOTAL			441		3,350	100.49	463,579	\$62,583		441		352	30	141,925	\$19,160			76.79	321,654	

Installation and Warranty Information



If you decide to proceed with this proposal, Energy Source will be responsible for the following tasks:

- Develop final equipment specifications and equipment layout
- Processing and filing application for utility incentives
- Material ordering and receiving
- Dismantling and removing existing systems from premises
- Construction
- Final walk-through with you
- Development and delivery of comprehensive project completion manual.

Installation

Energy Source assumes normal workday access to the job site and payment in full within 30 days after receipt of final invoice. The removal and disposal of asbestos and toxic materials if present; are the owner's responsibility and should be determined before proceeding with the project.

The cost of recycling the old ballasts and lamps removed from existing fixtures is included in this proposal. These materials must be removed by a licensed hazardous waste company contracted by Energy Source. The product will be packaged by the installation contractor and shall be stored at the customers' facility for a period of 4-6 weeks.

Warranty

Included with your project is a one-year warranty on all labor and materials provided by Energy Source. At the end of the first year materials remain covered by standard warranties provided by their manufacturers. The LED fixtures have a **FIVE YEAR** manufacturers' warranty. Warranty periods begin when the installation is completed. The owner has a one-week period following the completion of the installation to accept or reject work performed by Energy Source, after which time we will assume that the work has been accepted.

This proposal is valid for a period of 30 days from the date shown at the top of this proposal, after which time we will be happy to provide an adjusted quote if necessary.



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Tuesday, January 6, 2015

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Rhode Island's Newport Bridge; A Bright Light in Energy Efficiency

Historic landmark bridge undergoes energy efficient lighting retro-fit with help of Providence Based energy efficiency firm Energy Source LLC

(PRWEB) November 05, 2014

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Newport, Rhode Island: The Claiborne Pell Bridge, known in common parlance as The Newport Bridge, has lit the night sky across the east side of Narragansett Bay since the late 1960's. The iconic bridge recently marked another significant chapter in its rich history with the completion of a massive retro-fit of its antiquated lighting systems with state of the art, high efficiency LED lighting. The large scale project was completed by a leading Energy Efficiency firm also located in Rhode Island, Energy Source LLC.

The completion of the project not only enhances the lighting quality for drivers on the bridge and the scenic appeal for Newport residents, tourists and those passing through, but it is also a boon to energy conservation and the operational efficiency of the Rhode Island Turnpike and Bridge Authority which manages the span, saving hundreds of thousands of Kilowatt Hours annually.

Michael Lemoie is the President of Energy Source of Providence Rhode Island and as he does with many municipal and public works projects undertaken by his company, Lemoie took the lead on the Newport Bridge Project working closely with Turnpike and Bridge Authority officials to design, plan and execute the project.

"We were honored to be chosen to partner with the Turnpike and Bridge Authority. As a business headquartered in Rhode Island, it meant a lot to us to bring our energy efficiency technology to such a highly visible, iconic landmark. We have been part of many large scale initiatives in the public sector but it's not every day that one of our projects is also featured on our State's quarter. We are proud to have been part of it, we are very pleased with the aesthetics of the finished product and, of course, the energy savings it represents," Lemoie said.

From a technology view of the project, the first order of business was to remove the inefficient metal halide lighting, which had been in place for decades on the bridge and is still ubiquitous in public infrastructure, with highly efficient LED lighting on both the roadway and the cables. The switch to LED provides several key benefits: Improved lighting aesthetics, brighter, more evenly dispersed light for safer driving and much longer lamp life, requiring less frequent maintenance.

The biggest benefit is the reduction in energy consumption. The project will save 321,000 kilowatt hours each year resulting in \$43,000 annually.

The financial benefits of the project were also made very attractive thanks to Utility Rebates available from National Grid. Energy Source leverages its status as National Grid Project Expeditor to secure incentives on behalf of its customers. The combination of incentives and energy savings gives this project a simple payback of just 3.7 years.

About Energy Source:

Energy Source is a turnkey implementer of comprehensive energy savings projects within the Commercial, Industrial, Hospitality, Retail, Education and Municipal sectors. We have been in the industry for over 20 years, and understand the nuances of delivering savings to our customers. Energy Source works closely with our clients to identify energy conservation opportunities from "broad stroke" identification through actual implementation of projects. Our services also include obtaining all applicable incentives for our clients, this helps to reduce simple paybacks and maximize Return on Investment (ROI's).

About Rhode Island Turnpike and Bridge Authority The Rhode Island Turnpike and Bridge Authority was created in 1954 by the Rhode Island General Assembly as a body corporate and politic, with powers to construct, acquire, maintain, and operate bridge projects as defined by law. The Authority has no stockholders or equity holders. It is directed by a five member board of directors. The governor directly appoints four out of the five members of the board to four-year terms. The director of the R.I. Department of Transportation is the fifth member of the board ex officio. The five elect a chairman and vice-chairman from their ranks; the treasurer role is fulfilled by the chief financial officer and the executive director serves as secretary.

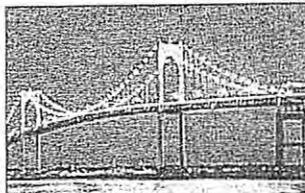


Photo of The Newport Bridge where the energy efficiency project was just completed

“ We have been part of many large scale initiatives in the public sector but it's not every day that one of our projects is also featured on our State's quarter. We are proud to have been part of it- Michael Lemoie, Energy Source LLC President ”

Contact

Gabriel Andreson
Energy Source LLC
+1 774.254.4499
Email

Energy Source
Like

Energy Source LLC



To: Rhode Island Bridge and Turnpike Authority

From: Lease Advisory Group LLC ("LAG")

Date: January 2, 2015

This Memorandum of Understanding ("MOU") authorizes the development and operation of a 500KW Solar Park by RBIT Energy Solutions LLC, a special purpose entity, formed to solely support the generation of electricity for the Rhode Island Bridge and Turnpike Authority.

Lease Advisory Group LLC intends to provide development and construction funds to commission 500KWDC of Photovoltaic (PV) Solar proposed to be on-line in accordance with construction schedule negotiated by Seller with the Rhode Island Bridge and Turnpike Authority. The terms under which the funding is conditioned are as follows:

- A Base Period 10 year offtake agreement with the option of extending the term for another ten years or to buy the solar facility at the then fair market value after the initial term.
- The Authority shall execute a Power Purchase Agreement with Seller for a base PPA price of 10 cents per kWh with an annual escalation of 2%.
- All Rights to SRECs based on generation from this facility shall accrue to the Seller.

A Special Purpose Entity established by Lease Advisory Group LLC for the sole purpose of constructing, operating and maintaining this project will provide a trained maintenance team to operate and maintain the 500KW (PV) Solar Park after the commissioning date. The total price of the system including related development and installation costs shall be funded for the construction period that is expected to begin in the first half of 2015. Such construction funding will continue through 2015 or the committed completion date.

Lease Advisory Group LLC has been authorized to act on behalf of the special purpose entity LLC pertaining to any applications for land use and energy-generation related approvals from governmental jurisdictions. Lease Advisory Group LLC has been further authorized to request information from and to offer information to local electric utilities in order to complete interconnection on behalf of the project.

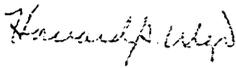
Exclusive nature of the MOU. Lease Advisory Group LLC and its investor will expend considerable time and resources in the scoping of the solar project and the financing to make this project viable. Therefore, this MOU commits the Seller and Lease Advisory Group LLC and/or its assigns to an exclusive due diligence, development, governmental/utility approval process, for the term beginning January 2, 2015 and ending July 15, 2015. The term may be extended at the mutual written consent of the Seller and Buyer.

It is understood by the Seller that Lease Advisory Group LLC must secure financing for the Solar project, including debt financing and/or equity financing. Seller shall be provided with the Buyer's qualifications and financial information, and other supporting information as requested by Seller to assure Seller of Buyer's ability to fully complete funding. Failure to secure financing commitment by January 15, 2015 will render this MOU to be null and void. This MOU will terminate on July 15, 2015 in the event that the Assignment Agreement have not been executed by the Seller and Lease Advisory Group LLC on or prior to that date, unless the term is extended by the mutual consent of the parties to this MOU.

IN WITNESS WHEREOF, the following persons have executed this agreement on the dates specified immediately to their respective signature.

Lease Advisory Group LLC

RBIT Energy Solutions



Date: 1/2/2015



Date: 1/2/2015

By: Howard Ulep

By: Steve Foos

Solar Energy Power Purchase Agreement
SUMMARY OF PPA PROVISIONS

1. SELLER:
2. SELLER'S ADDRESS:
3. BUYER:
4. BUYER'S ADDRESS:
5. PROPERTY:
6. SOLAR ENERGY SYSTEM: See Exhibit A
7. COMMENCEMENT DATE: Commercial Operation Date (as defined herein) as certified by Seller.
8. INITIAL TERM: _____ (nn) years.
9. EXTENSION TERMS: Optional extension for up to one (1) Extension Terms of _____ (nn) years each, unless Buyer or Seller delivers written notice of its intention not to extend the Term at least one hundred eighty (180) days prior to the expiration of the then current Term.
10. ENERGY PURCHASE: 100% of the Energy Output during the Initial Term and Extension Term.
11. ENERGY PAYMENT RATE: See Exhibit C.
12. BUYER PURCHASE OPTION: Expiration of the Initial Term or any applicable Extension Term, or upon Event of Default with respect to Seller.
13. RISK OF SYSTEM LOSS: Seller bears the risk of loss with respect to the System, unless such loss is caused by the acts or omissions of Buyer, its agents, employees, contractors, tenants, licensees or invitees.
14. BUYER INSURANCE COVERAGE: Commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence.

Worker's compensation and employer's liability insurance, including stop gap coverage, in compliance with Applicable Laws with limits of not less than \$1,000,000.

Insurance against any System Loss, including business interruption insurance, in an amount not less than the full System Loss Amount with loss payable to Seller.

15. MAINTENANCE: Seller shall maintain the System at its sole cost and expense, except as otherwise set forth herein or in the Lease.

16. TECHNOLOGY REFRESH: Seller may from time to time propose additional facilities that in the view of the Buyer will provide additional benefit to the Buyer's renewable energy initiatives. Such additional offerings may be from any renewable source acceptable to the Buyer and will have been authorized for connection to the local utility's facilities. Such refreshment may occur at any time during the base contract period, and if so accepted, will be its own assigned base contract period time frame of ten years. Option periods and early buyout options as defined for the contract shall apply.

Note – the information above is meant as an information summary only. In the event of any conflict between this Summary of PPA Provisions above and the body of the PPA hereinbelow, the provisions contained in the body of the PPA shall govern and control.

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SOLAR ENERGY POWER PURCHASE AGREEMENT

THIS SOLAR ENERGY POWER PURCHASE AGREEMENT (the “PPA”) is made and entered into as of this ___ day of _____, 2014 (the “Effective Date”), by and between _____, a Pennsylvania corporation (“Seller”) and _____, a [_____] (“Buyer”). Seller and Buyer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH

A. Seller intends to install, finance, own and operate a solar energy facility (the “System”), as more particularly defined in Exhibit A attached hereto.

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Energy Output generated by the System during the Term in accordance with the terms and conditions of this PPA.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE I DEFINED TERMS; RULES OF INTERPRETATION

I.1 Defined Terms

. Capitalized terms used in this PPA, which are not otherwise defined herein, shall have the meanings ascribed to them in the Schedule of Definitions and Rules of Interpretation attached hereto as Exhibit B (the “Schedule of Definitions and Rules of Interpretation”) and made an integral part of this PPA by this reference.

I.2 Rules of Interpretation

. The rules of interpretation in the Schedule of Definitions and Rules of Interpretation shall apply to this PPA unless expressly provided otherwise.

ARTICLE II TERM

II.1 Term

(a)

(a) The initial term of this PPA (the “Initial Term”) shall commence on the Effective Date and shall end at 11:59 p.m. eastern time on the Twentieth (20th) anniversary of the Commercial Operation Date, provided, however, if the Commercial Operation Date is not the first day of a calendar month, then the Initial Term shall end at 11:59 p.m. eastern time on the last day of the calendar month in which the Tenth (10th) anniversary of the Commercial Operation Date occurs.

(b) The Term shall be optionally extended for up to one (1) consecutive periods of one (10) years each (each, an "Extension Term"), with each such Extension Term expiring at 11:59 p.m. eastern time on the day immediately preceding the fifth (5th) anniversary of the preceding Term, unless either Party delivers written notice of its intention not to extend the Term at least one hundred eighty (180) days prior to the end of the then current Term.

II.2 Conditions Precedent

The respective rights and obligations of the Parties under this PPA are expressly conditioned upon the satisfaction in full (or written waiver) of all of the following conditions:

- (a) Buyer and Seller shall have duly executed and delivered the Lease;
- (b) Buyer shall have entered into an interconnection agreement with the local electric utility and delivered a copy of the same to Seller;
- (c) Seller shall have entered into all applicable contracts required for the System to be placed in service;
- (d) Seller shall have obtained all necessary permits, licenses and other approvals required by Applicable Law for the installation and operation of the System at the Property; and
- (e) Seller shall have obtained insurance required by this PPA and the Lease.
- (f) Seller shall have obtained financing for the System.
- (g) Seller shall have obtained an Alternative Energy Credit (aka Renewable Energy Credit) off-taker contract with a credit grade or similar quality off-taker.

If the conditions precedent above are not satisfied by August 1, 2011, Seller may terminate this PPA upon written notice to Buyer without penalty and without triggering the default provisions of Article 9 or incurring any liability under this PPA whatsoever.

II.3 Notice of Commercial Operation

Seller shall notify Buyer when the System is capable of Commercial Operation and, in such notice, Seller shall certify to Buyer the Commercial Operation Date.

II.4 Removal of System at End of Term

Except as otherwise provided herein, Seller shall be entitled, within one hundred eighty (180) days following the end of the Term (subject to delays caused by Buyer and/or Force Majeure), and at Seller's sole cost and expense, to remove the System from the Property. Seller and its agents, consultants, contractors and representatives shall have access at all reasonable times to the Property and the System for purposes of such removal. Seller is responsible to repair any and all damage caused by the removal of the System. The terms of this Section shall survive the expiration or earlier termination of this PPA.

II.5 Survival

. Effective as of any termination of this PPA, the Parties will no longer be bound by the terms and conditions of this PPA, except: (a) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations, arising under this PPA prior to termination of this PPA; (b) any provisions which expressly survive the expiration or earlier termination of this PPA; and (c) that the obligations of the Parties under this PPA with respect to indemnification shall survive the termination of this PPA and shall continue (but only with respect to claims for indemnification based upon events or circumstances occurring or arising on or before the termination of this PPA) for a period of two (2) years following any termination of this PPA.

ARTICLE III PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

III.1 Purchase and Sale of Energy

. Commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, Seller shall make available to Buyer, and Buyer shall take delivery of, at the Delivery Point, all of the Energy produced by the System. Neither Party shall seek to change any of the rates or terms of this PPA by making a filing or application with any local, state or federal agency with jurisdiction over such rates or terms or exercise any rights a Party may have, if any, to seek changes to such rates or terms during the Term of this PPA; it being acknowledged that the rates and terms contained herein have been negotiated by the Parties in an arms' length transaction and the Parties hereby waive any rights under Applicable Law to change any of the rates or terms of this PPA.

III.2 Price for Energy Output

. Buyer shall pay Seller for the Energy Output, as metered at the Metering Device, at the applicable Energy Payment Rate as set forth on Exhibit C.¹ The payment to be made by Buyer to Seller shall equal the Energy Output for the relevant period multiplied by the Energy Payment Rate for such period.

III.3 Test Energy

. Prior to the Commercial Operation Date, Seller shall make available to Buyer, and Buyer shall take delivery of, at the Delivery Point, any Test Energy produced by the System. Buyer shall pay Seller for the Test Energy at a rate equal to 100 percent (100%) of the Energy Payment Rate that would otherwise be applicable on the Commercial Operation Date.

III.4 Title and Risk of Loss

. Subject to Seller's right to resell any excess electricity, title to and risk of loss of the Energy Output will pass from Seller to Buyer at the Delivery Point.

III.5 Governmental Charges

(a)

(a) Buyer shall be responsible for and shall pay all Governmental Charges imposed by all governmental authorities in connection with or relating to the delivery and sale of Energy Output by Seller to Buyer, whether imposed before, upon or after the delivery of Energy Output to Buyer at the Delivery Point.

(b) Both Parties shall use reasonable efforts to administer this PPA and implement its provisions so as to minimize Governmental Charges. In the event the sale of Energy Output hereunder are to be exempted from, or not subject to, one or more Governmental Charges, promptly upon Seller's request therefor, Buyer shall provide Seller with all necessary documentation to evidence such exemption or exclusion.

III.6 Resale of Excess Energy. Notwithstanding anything to the contrary contained herein, in the event that the Energy Output delivered by Seller to Buyer at the Delivery Point exceeds Buyer's need for electricity, Seller shall have the right to resell any excess Energy Output to the local utility company or any third party, provided that any sales of excess Energy Output shall be made in accordance with all Applicable Laws.

ARTICLE IV ENVIRONMENTAL ATTRIBUTES

IV.1 Title to Environmental Attributes

. Notwithstanding the purchase and sale of Energy Output pursuant to Section 3.1 or any other provision contained herein, all Environmental Attributes relating to the System and/or the Energy Output shall remain the property of Seller. Seller shall have all right, title, and interest in and to any and all Environmental Attributes that relate to the Energy Output, and Buyer shall have no right, title or interest in or to any such Environmental Attributes.

IV.2 Reporting of Ownership of Environmental Attributes

. Buyer shall not report to any Person that any Environmental Attributes relating to the System and/or the Energy Output belong to any Person other than Seller.

ARTICLE V INSTALLATION OF THE SYSTEM

V.1 Installation

. Subject to Section 5.2, Seller will cause the System to be installed substantially in accordance with the terms of this PPA and the Lease. Buyer shall have the right to review all installation plans. Seller shall procure all materials and equipment for the installation of the System and maintain the same at the Property and/or any staging area designated therefor pursuant to the terms of the Lease. Subject to the terms of the Lease and to the extent commercially practical, Seller shall use commercially reasonable efforts to perform the installation of the System in a manner that minimizes inconvenience to and interference with Buyer. Notwithstanding the foregoing, in the event that Seller determines, in its sole discretion, that it is unable to install or interconnect the System at the Property, it shall be under no

obligation to do so, and this PPA shall terminate and be of no further force or effect upon written notice from Seller to Buyer to that effect.

V.2 Utility Approvals

. Seller shall be responsible for, and bear all costs associated with, applying for and obtaining all permits, licenses and approvals required for the installation, operation, and maintenance of the System, including Qualifying Facility status. Notwithstanding the foregoing, Buyer agrees to assist Seller in obtaining all necessary permits, licenses and approvals in connection with the installation, operation and maintenance of the System, including, but not limited to, the submission of applications for interconnection of the System with the local electric utility and applications for the resale of excess Energy Output to the local utility. Buyer shall not make any material changes to its electrical equipment at the Property after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection. Should the local electric utility or the local inspector (i) fail to approve the interconnection of the System with respect to the Property, or (ii) require equipment in addition to the equipment set forth in Exhibit A in connection with the Property, Seller may terminate this PPA upon written notice to Buyer. The Parties shall not be obligated to proceed with the installation of the System if the applicable utility or inspector approvals are conditioned upon material upgrades to the existing electrical infrastructure and neither Party elects to provide for such upgrades.

V.3 Energy Delivery

. The "Commercial Operation Date" shall be the date that Seller has given written notice to Buyer that the deliveries of Energy have commenced (other than the Test Energy), provided that Buyer is under no obligation to accept Energy delivered to the Property unless and until the following have occurred:

(a) Seller shall have obtained a certificate of final completion for the installation of the System;

(b) Seller shall have certified to Buyer that the System is complete and available for Commercial Operation; and

(c) all permits and licenses required to be obtained under Applicable Law in connection with the operation of the System shall have been obtained and are in full force and effect.

Notwithstanding anything to contrary contained herein, Seller shall not have any liability to Buyer or any other party for delays to the Commercial Operation Date.

V.4 Buyer Cooperation and Responsibilities

. Buyer shall cooperate with Seller and any third parties with whom Seller contracts by providing access to the Property during working hours without unreasonable restrictions. Buyer shall cooperate with Seller in obtaining and maintaining all permits and licenses required for Commercial Operations as further described in Section 5.2.

ARTICLE VI
OWNERSHIP; MAINTENANCE OF SYSTEM

VI.1 Ownership of System by Seller

. Seller shall own the System, and shall be entitled to own, claim and retain any and all federal, state, or local tax benefits (including, without limitation, any claim for depreciation of the System) associated with the ownership of the System, including any federal income tax credits or grants, as well as any and all state or local incentives for the installation of solar energy facilities or the production of electricity from renewable energy sources.

VI.2 Lease of Property

. Pursuant to the terms and conditions of the Lease, the Parties acknowledge and agree that Seller is leasing the portion of the Property upon which the System is located.

VI.3 Maintenance of System by Seller

(a)

(a) Seller shall maintain the System in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties and guarantees and manufacturer's instructions and specifications, all Applicable Laws, and the terms of this PPA.

(b) Seller and its agents, consultants, contractors and representatives shall have access at all times (including under emergency conditions) to the Property and the System, all System operations, and any documents, materials and records and accounts relating thereto for purposes of inspection and maintenance of the System. During any inspection or maintenance of the System, Seller, and its agents, consultants, contractors and representatives shall use commercially reasonable efforts to conduct such inspection and maintenance in such a manner as to cause minimum interference with Buyer's activities and the activities of Buyer's tenants.

ARTICLE VII
METERING DEVICE AND METERING

VII.1 Metering Equipment

. Seller shall provide, install, own, operate and maintain a Metering Device at the Property in a location mutually acceptable to Seller and Buyer.

VII.2 Measurements

. Readings of the Metering Device shall be conclusive as to the amount of Energy Output; provided that if the Metering Device is out of service, is discovered to be inaccurate pursuant to Section 7.3, or registers inaccurately, measurement of Energy Output shall be determined in accordance with the following procedure: (a) by estimating by reference to quantities measured during periods of similar conditions when the Metering Device was registering accurately; and (b) if no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, it shall be assumed for correction

purposes hereunder that the period of such inaccuracy for the purposes of the correction under Section 7.3 was equal to (i) the actual period during which inaccurate measurements were made if the period of inaccuracy can be determined; or (ii) one-half of the period from the date of the last previous test of such Metering Device through the date of the adjustments if the period of inaccuracy cannot be determined, provided, however, that, in the case of clause (ii), the period covered by the correction shall not exceed six months.

VII.3 Testing and Correction

(a)

(a) Buyer's Right to Conduct Tests. Each Party and its consultants and representatives shall have the right to witness any Metering Device test to verify the accuracy of the measurements and recordings of the Metering Device. In the event Buyer requests a test of the Metering Device, Seller shall provide at least ten (10) calendar days' prior written notice to Buyer of the date upon which any such test is to occur. Seller shall prepare a written report setting forth the results of each such test, and shall, at the request of Buyer, provide Buyer with copies of such written report not later than thirty (30) calendar days after completion of such test. Buyer shall bear the cost of the testing of the Metering Device and the preparation of the Metering Device test reports.

(b) Standard of Metering Device Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the Metering Device:

(i) If either Party disputes the accuracy or condition of the Metering Device, such Party shall so advise the other Party in writing.

(ii) Seller shall, within fifteen (15) calendar days after receiving such notice from Buyer or issuing such notice to Buyer, advise Buyer in writing as to Seller's position concerning the accuracy of such Metering Device and Seller's reasons for taking such position.

(iii) If the Parties are unable to resolve the dispute through reasonable, good faith negotiations within thirty (30) days after the initial notice of dispute was given by either Party, then either Party may request a test of the Metering Device.

(iv) If the Metering Device is found to be inaccurate by not more than two percent (2%), any previous recordings of the Metering Device shall be deemed accurate, and the Party disputing the accuracy or condition of the Metering Device under Section 7.3(b)(i) shall bear the cost of inspection and testing of the Metering Device.

(v) If the Metering Device is found to be inaccurate by more than two percent (2%) or if such Metering Device is for any reason out of service or fails to register, then (a) Seller shall promptly cause any Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, and (b) the Parties shall estimate the correct amounts of Energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 7.2. If, as a result of such adjustment, the quantity of Energy Output for any period is decreased (such quantity, the "Energy Deficiency Quantity"), Seller shall reimburse Buyer for the amount paid by Buyer in consideration for the Energy

Deficiency Quantity, and shall bear the cost of inspection and testing of the Metering Device. If, as a result of such adjustment, the quantity of Energy Output for any period is increased (such quantity, the “Energy Surplus Quantity”), Buyer shall pay for the Energy Surplus Quantity at the Energy Payment Rate applicable during the applicable Contract Year, and shall bear the cost of inspection and testing of the Metering Device.

ARTICLE VIII

LOSS, DAMAGE OR DESTRUCTION OF SYSTEM; INSURANCE; FORCE MAJEURE

VIII.1 System Loss

(a)

(a) Subject to Buyer’s obligation to indemnify Seller set forth in Section 12.1, Seller shall bear the risk of any System Loss.

(b) In the event of any System Loss that, in the reasonable judgment of Seller, results in less than total damage, destruction or loss of the System, this PPA will remain in full force and effect and Seller has the option, at Seller’s absolute and sole discretion and sole cost and expense, to repair or replace the System. Seller shall be entitled to all proceeds of insurance with respect to the System. If any such insurance proceeds are received by Buyer, the same shall be held in trust by Buyer for the benefit of Seller, and Buyer shall immediately deliver such proceeds to Seller.

(c) In the event of any System Loss that, in the reasonable judgment of Seller, results in total damage, destruction or loss of the System, Seller shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Buyer whether Seller is willing, notwithstanding such System Loss, to repair or replace the System. In the event that Seller notifies Buyer that Seller is not willing to repair or replace the System, this PPA will terminate automatically effective upon the delivery of such notice, and Seller shall be entitled to all proceeds of insurance with respect to the System as provided in subsection (b) above.

VIII.2 Insurance

(a)

(a) Each Party shall, at its own cost and expense, maintain commercial general liability insurance with limits of not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence. Each Party shall name and endorse the other Party as an additional insured in each such policy. For the avoidance of doubt, Seller’s property insurance shall cover the System and Buyer’s property insurance shall cover the Property upon which the System is located.

(b) Buyer will maintain worker’s compensation and employer’s liability insurance, including stop gap coverage, in compliance with Applicable Laws. The limits of employers’ liability insurance shall not be less than \$1,000,000.

(c) Buyer shall provide and maintain insurance against any System Loss, including business interruption insurance, in an amount not less than the System Loss Amount, with loss payable to Seller. The period covered by the business interruption insurance shall not

be less than twelve (12) months. Each policy shall waive the insurer's right of subrogation, except that Buyer's policy shall provide that in the event of casualty or loss at the Property affecting the System, Seller's property insurer may proceed against Buyer's property insurer. Any such policies of insurance shall expressly provide that said insurance as to Seller shall not be invalidated by any act, omission or neglect of Buyer and cannot be canceled or modified without thirty (30) days' prior written notice to Seller. As to each such policy, Buyer shall furnish to Seller a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Section 8.2. In the event that Buyer is, notwithstanding the use of its commercially reasonable efforts, unable to obtain the insurance required by this Section, Seller shall be entitled to obtain such insurance at Buyer's cost and expense. Buyer shall, promptly upon demand therefor from Seller, reimburse Seller for the full cost and expense of any such insurance that is obtained by Seller for the benefit of Buyer.

(d) The provisions of this PPA shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

(e) Each Party hereto waives any cause of action it might have against the other Party on account of any loss or damage that is insured against under any insurance policy (or should have been insured against pursuant to the terms and conditions of this PPA or the Lease) that covers the Property or the personal property, the leasehold improvements or business thereon. Each Party hereto agrees that it will request its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other Party.

VIII.3 Performance Excused by Force Majeure

To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this PPA and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations under this PPA (provided, however, in no event shall any Force Majeure event affect either Party's obligation to make payments then due or becoming due). The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

ARTICLE IX EVENTS OF DEFAULT; REMEDIES

IX.1 Events of Default

An "Event of Default" means, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

- (a) the failure to make, when due, any payment required under this PPA;
- (b) the failure to perform any material covenant or obligation set forth in this PPA if such failure is not remedied within thirty (30) days after receipt of written notice (or such

longer period so long as the Defaulting Party commences to cure within such thirty (30) day period and diligently prosecutes the same to completion);

(c) such Party becomes Bankrupt;

(d) such Party fails to provide or maintain in full force and effect any required insurance, if such failure is not remedied within ten (10) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party;

(e) in the case of Buyer, Lessor (as defined in the Lease) makes a Transfer (as defined in the Lease) in violation of the Lease, such Lessor transferee does not agree to be bound by the terms of the Lease, or both; or

(f) in the case of Buyer, a default by Lessor occurs under the Lease beyond all applicable notice and cure periods.

IX.2 Remedies for Event of Default

. If, at any time, an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party (the "Non-Defaulting Party") shall, without limiting the rights or remedies available to the Non-Defaulting Party under this PPA or Applicable Law, have the right:

(a) by notice to the Defaulting Party, to designate a date, not earlier than the date such notice is effective and not later than thirty (30) Business Days after the date such notice is effective, as an early termination date (the "Early Termination Date") of this PPA. In the event that the Non-Defaulting Party designates an Early Termination Date, this PPA will terminate as of the Early Termination Date and Buyer shall remain liable for the cost of all Energy Output delivered to the Delivery Point prior to the Early Termination Date; and/or

(b) to suspend performance due to the Defaulting Party under this PPA.

IX.3 Buyer Rights Upon Termination for Default

. In the event that Buyer is the Non-Defaulting Party and Buyer elects to terminate this PPA as provided in Section 9.2, Buyer will be entitled, in its sole and absolute discretion, either to:

(a) require that Seller remove the System (or to remove and have stored the System at Seller's sole cost and expense if Seller fails to remove the System within one hundred eighty (180) days after the Early Termination Date); or

(b) exercise the Purchase Option provided in Section 13.1. Buyer's election of either remedy provided in this Section 9.3 does not prevent Buyer from seeking any damages and remedies at law or in equity.

IX.4 Seller Rights Upon Termination for Default

. In the event that Seller is the Non-Defaulting Party and Seller elects to terminate this PPA as provided in Section 9.2, Seller will be entitled to all damages and remedies, whether legal or equitable, provided by the laws of the Commonwealth of Pennsylvania.

IX.5 Remedies Cumulative

. Except as provided in Section 9.3, the rights and remedies contained in this Article 9 are cumulative with the other rights and remedies available under this PPA, the Lease, at law and/or in equity.

IX.6 Unpaid Obligations

. The Non-Defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this PPA. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE X INVOICING AND PAYMENT

X.1 Invoicing and Payment

. All invoices under this PPA shall be due and payable not later than ten (10) Business Days after receipt of the applicable invoice. Each Party will make payment by mutually agreeable methods, to the account designated by the other Party. Any amounts not paid by the applicable due date will accrue interest at the Late Payment Interest Rate until paid in full.

X.2 Disputed Amounts

. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this PPA at any time within three (3) months following the delivery of the invoice (or invoice adjustment). In the event that either Party disputes any invoice or invoice adjustment, such Party shall nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment on the applicable payment due date, and to give notice of the objection to the other Party within such three (3) month period; failure of which such Party shall not have the right to dispute the applicable invoice (or invoice adjustment). If it is determined that any portions of the payments made were inaccurate, the amount so paid shall be returned within ten (10) Business Days after resolution of the applicable dispute, together with interest accrued at the Late Payment Interest Rate from the due date to the date paid.

X.3 Records and Audits

. Each Party shall keep, for a period not less than two (2) years after the expiration or termination of any Transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such Transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to Transactions during such other Party's normal business hours; provided, however, any Party's right to dispute a Transaction shall terminate as of the end of the three (3) month period set forth in Section 10.2 above.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT

XI.1 Representations and Warranties

. Each Party represents and warrants to the other Party that:

(a) the execution, delivery and performance of this PPA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(b) subject to all conditions precedent described herein, this PPA and each other document executed and delivered in accordance with this PPA constitutes its legally valid and binding obligation, enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

(c) it is acting for its own account, and has made its own independent decision to enter into this PPA, and is not relying upon the advice or recommendations of the other Party in so doing;

(d) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this PPA;

(e) it understands that the other Party is not acting as a fiduciary for, or an adviser to, it or its Affiliates; and

(f) the various charges and fees contained in this PPA are the result of arms' length transactions, or, to the extent that such charges and fees are not the result of arms' length transactions, represent market rate charges and fees.

Buyer represents and warrants to Seller that its real property interest in the Property is sufficient to carry it through the Term and all obligations that survive the expiration or termination of the Term (including, but not limited to, those rights and obligations set forth in the Lease).

Seller represents and warrants to Buyer that it is not a public utility as defined by 66 P.S. §102.

XI.2 Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366

. Buyer acknowledges and agrees that, for purposes of this PPA, Seller is not a "utility" as such term is used in Section 366 of the Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

XI.3 Use of Energy

[Intentionally Blank]

ARTICLE XII
INDEMNITY; LIMITATIONS

XII.1 Indemnity

. To the fullest extent permitted by law, each Party (the "Indemnitor") hereby indemnifies and agrees to defend and hold harmless the other Party, and its affiliates, members, partners, shareholders, officers, agents, employees, successors and assigns (collectively, the "Indemnitees") from and against any and all Indemnity Claims, whether or not involving a third-party claim, caused by, resulting from, relating to or arising out of: (i) any breach of this PPA or the Lease by the Indemnitor or any of its directors, officers, employees or agents; or (ii) any negligence or intentional misconduct on the part of the Indemnitor or any of its directors, officers, employees or agents; provided, however, that the Indemnitor will not have any obligation to indemnify the Indemnitees from or against any Indemnity Claims to the extent caused by, resulting from, or arising out of the negligence or intentional misconduct of any of the Indemnitees.

ARTICLE XIII
SYSTEM PURCHASE AND SALE OPTIONS²

XIII.1 Grant of Purchase Option

. For and in consideration of the payments made by Buyer under this PPA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, provided Buyer has not committed an Event of Default hereunder, Seller hereby grants Buyer the right and option to purchase all of Seller's right, title and interest in and to the System Assets on the terms set forth in this PPA (the "Purchase Option"). The Purchase Option may be exercised by Buyer in accordance with this Article at the expiration of the Term (as the same may be extended). The purchase price for the System (the "Purchase Price") shall be: (a) mutually agreed upon by the Parties upon Buyer's exercise of the Purchase Option; or (b) determined by an Independent Appraiser in accordance with the procedure set forth in this Article, but in no event less than _____ Dollars (\$_____).

XIII.2 Buyer Request for Appraisal of System Value

. Not later than (a) one hundred eighty (180) days prior to the expiration of the Term (as the same may be extended), or (b) five (5) days after an Event of Default by Seller, Buyer shall have the right to provide a notice to Seller requiring a determination of the Purchase Price in accordance with Section 13.4.

XIII.3 Selection of Independent Appraiser

. Within twenty (20) Business Days of Seller's receipt of a notice provided under Section 13.2, Seller and Buyer shall mutually agree upon an Independent Appraiser. If Seller and Buyer do not agree upon the appointment of an Independent Appraiser within such twenty (20) Business Day period, then within five (5) Business Days after the end of such twenty

Exercise Period by providing written notice thereof (the "Exercise Notice") to Seller. Once Buyer delivers its Exercise Notice to Seller, such exercise shall be irrevocable.

(b) Seller shall, upon at least three (3) Business Days' prior written notice from Buyer to Seller at any time during the Exercise Period, make the System Assets, including records relating to the operations, maintenance, and warranty repairs (to the extent in Seller's possession), available to Buyer for its inspection at Seller's office during normal business hours; provided, however, Buyer shall not disclose any Confidential Information to any third party other than its officers, employees, lenders, counsel, accountants or advisors (collectively, "Representatives"), who have a need to know such information and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

XIII.8 Terms of System Purchase

. On the Transfer Date: (a) Seller shall surrender and transfer to Buyer all of Seller's right, title and interest in and to all System Assets and shall retain all liabilities arising from or related to the System Assets prior to the Transfer Date; (b) Buyer shall pay the Purchase Price, by certified check, bank draft or wire transfer and shall assume all liabilities arising from or related to the System Assets from and after the Transfer Date; and (c) both Parties shall (i) execute and deliver a bill of sale and assignment of contract rights, in a form reasonably acceptable to both Parties; provided, however, the System Assets shall be conveyed to Buyer in their then "AS-IS" condition, without any representations or warranties from Seller, expressed or implied, including, without limitation, any warranties of merchantability, fitness or any other condition thereof for any particular purpose, and (ii) deliver such other conveyance and transaction documents and any other ancillary documents, including releases, resolutions, certificates, third person consents and approvals and such similar documents as may be reasonably necessary to complete the sale of the System Assets to Buyer.

XIII.9 Transfer Date

. The closing of any sale of the System pursuant to this Article will occur no later than ten (10) days following the expiration of the Exercise Period (the "Transfer Date").

XIII.10 Assignment of Warranties or Supply Contracts

. In the event Buyer exercises the Purchase Option pursuant to this Article, Seller shall assign to Buyer any then-existing warranties, and, at Buyer's request, any equipment, maintenance, operations or supply contracts pertaining to the System or its operation, but only to the extent Seller has the right to assign such warranties and/or contracts pursuant to the terms thereof.

ARTICLE XIV NOTICES

XIV.1 Notices

. All notices, requests, statements or payments (each, a "Notice") shall be made in writing to the addresses and persons specified below. Notices shall be delivered by hand

(20) Business Day period, Seller and Buyer shall notify each other in writing of their respective designation of a proposed Independent Appraiser. The two (2) proposed Independent Appraisers shall, within two (2) Business Days after the appointment of the second (2nd) Independent Appraiser, select a third (3rd) Independent Appraiser and such third (3rd) Independent Appraiser shall perform the duties of the Independent Appraiser as set forth herein. Such selection shall be final and binding on Seller and Buyer. If no agreement is made as to the selection of an Independent Appraiser, either Party may apply for the judicial appointment of such Independent Appraiser. If either Party fails to select an Independent Appraiser within the time periods prescribed hereby, then the determination of the Purchase Price by the Independent Appraiser selected by the other Party shall be final, binding and conclusive on the Parties.

XIII.4 Determination of Purchase Price

(a)

(a) The selected Independent Appraiser shall, within twenty (20) Business Days of appointment, make a preliminary determination of the Purchase Price in accordance with Section 13.5 (the "Preliminary Determination").

(b) Upon making such Preliminary Determination, the Independent Appraiser shall provide such Preliminary Determination to Seller and Buyer, together with all supporting documentation that details the calculation of the Preliminary Determination. Seller and Buyer shall have the right to object to the Preliminary Determination within twenty (20) Business Days of receiving such Preliminary Determination. Within ten (10) Business Days after the expiration of such twenty (20) Business Day period, the Independent Appraiser shall issue the Independent Appraiser's final determination (the "Final Determination") to Seller and Buyer, which shall specifically address the objections received by the Independent Appraiser, if any, and whether such objections were taken into account in making the Final Determination. Except in the case of fraud or manifest error, the Final Determination of the Independent Appraiser shall be final and binding on the Parties.

XIII.5 Calculation of Purchase Price

. The Purchase Price payable by Buyer for the System Assets shall be equal to the amount determined as set forth in this Article above.

XIII.6 Costs and Expenses of Independent Appraiser

. Seller and Buyer shall each be responsible for payment of one-half of the costs and expenses of the Independent Appraiser.

XIII.7 Exercise of Purchase Option

(a)

(a) Buyer shall have twenty (20) Business Days from (i) the date of the Final Determination, or (ii) if Buyer and Seller have mutually agreed upon a Purchase Price, the date that the Parties agree upon a Purchase Price (such period, the "Exercise Period"), to exercise the Purchase Option, time being of the essence. Buyer must exercise its Purchase Option during the

delivery, certified mail, postage prepaid, return receipt requested, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail or facsimile notice is provided immediately thereafter in accordance with the requirements of this Section by hand delivery or overnight delivery). Notices will be deemed to have been received (i) on the day on which it was transmitted if sent by facsimile or email where confirmation of successful transmission is received (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day), so long as a copy of such facsimile or email notice is delivered immediately thereafter by hand delivery or overnight delivery; (ii) when delivered if sent by hand delivery; (iii) three (3) days after being mailed if sent by certified mail; or (iv) one (1) Business Day after being sent by courier guarantying overnight delivery. A Party may change its address by providing notice of the same in accordance with the provisions of this Section.

Buyer:

Attn: _____

Seller:

ARTICLE XV ASSIGNMENT; BINDING EFFECT

XV.1 Assignment; Binding Effect

. The Parties shall not, without the prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this PPA, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void. Notwithstanding the foregoing: (a) changes in control of Seller shall not be deemed to be an assignment of this PPA, and (b) Seller shall be entitled to assign its rights and interests in this PPA: (i) for collateral purposes in connection with any equity or debt financing of Seller or Seller's Affiliates, or (ii) in connection with any permitted assignment of Seller's interest in and to the Lease.

XV.2 Cooperation with Financing

. Buyer acknowledges that Seller will be financing the acquisition of the System and Buyer agrees that it shall cooperate with Seller and its financing parties in connection with such financing of the System, including, without limitation: (a) the furnishing of such information, (b) the giving of such certificates, and (c) providing such opinions of counsel and other matters as Seller and its financing parties may reasonably request; provided that the foregoing undertaking shall not obligate Buyer to materially change any rights or benefits, or materially increase any burdens, liabilities or obligations of Buyer, under this PPA (except for providing notices and additional cure periods to the financing parties with respect to any Event of Default by Seller hereunder as a financing party may reasonably request).

ARTICLE XVI
MISCELLANEOUS

XVI.1 Governing Law/Venue

. This PPA shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to principles of conflicts of laws. Venue for any litigation arising from this PPA shall only be proper in the Court of Common Pleas located in Montgomery County, Pennsylvania.

XVI.2 Entire Agreement: Amendments

. This PPA and the Lease (including the exhibits, any written schedules, supplements or amendments hereto and thereto) constitute the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Any amendment, modification or change to this PPA will be void unless in writing and signed by both Parties.

XVI.3 Non-Waiver

. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.

XVI.4 Severability

. If any part, term, or provision of this PPA is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather the part of this PPA that is determined to be invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this PPA shall remain in full force and effect.

XVI.5 No Third Party Beneficiaries

. Nothing in this PPA shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, other than the Indemnitees and any secured parties (to the extent permitted hereunder).

XVI.6 No Recourse to Affiliates

. This PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

XVI.7 Relationships of Parties

. This PPA shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

XVI.8 Attorneys' Fees

. If any action, arbitration, judicial reference or other proceeding is instituted between the parties in connection with this PPA, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues.

XVI.9 Waiver of Jury Trial

. To the extent such waiver is permitted by Applicable Law, the Parties hereto waive trial by jury in any action or proceeding brought in connection with this PPA.

XVI.10 Counterparts

. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile or email is binding upon the other Party as an original, provided such Party delivers an original copy of this executed PPA to the other Party within twenty-four (24) hours thereafter.

XVI.11 Further Assurances

. The Parties shall do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA.

XVI.12 Construction of Agreement

. This PPA and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against all Parties to this PPA and shall further be construed and interpreted without reference to the identity of the Party or Parties preparing this document, it being expressly understood and agreed that the Parties hereto participated equally in the negotiation and preparation of this PPA or have had equal opportunity to do so. Accordingly, the Parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the party who caused the uncertainty to exist. The captions used herein are for convenience only and are not a part of this PPA and do not in any way limit or amplify the terms and provisions hereof.

XVI.13 Exhibits and Schedules

. Any and all exhibits and schedules referenced herein and/or attached hereto are hereby incorporated into this PPA by reference.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the Parties have executed this PPA as of this ____ day of _____, 2015.

BUYER

Rhode Island Bridge and Turnpike Authority

By: _____
Name: _____
Title: _____

SELLER

RIBT Energy Solutions LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

DETAILED DESCRIPTION OF THE SYSTEM

See attached design

EXHIBIT B

SCHEDULE OF DEFINITIONS AND RULES OF INTERPRETATION

1. Definitions. The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“Alternative Energy Credit” has the meaning set forth in 73 P.S. § 1648.2.

“Applicable Law” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“Bankrupt” means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the Applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Bankruptcy Code” means the United States Bankruptcy Code.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Buyer” shall have the meaning ascribed to such term in the introductory paragraph of the PPA.

“Claiming Party” shall have the meaning set forth in Section 8.3.

“Commercial Operation” means that the System is ready for regular, daily operation, has been connected to the Property electrical system, and is capable of producing Energy Output.

“Commercial Operation Date” shall have the meaning set forth in Section 5.3.

“Confidential Information” means any non-public confidential or proprietary information of a Party or its Affiliates or any of its or their Representatives relating to this PPA and the System and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term.

“Contract Year” means the consecutive 12 months period commencing on the Commercial Operation Date.

“Delivery Point” means the agreed location or locations where Energy is to be delivered and received under this PPA.

“Early Termination Date” shall have the meaning ascribed to such term in Section 9.2.

“Effective Date” shall have the meaning ascribed to such term in the introductory paragraph of the PPA.

“Energy” means electric energy (three-phase, 60-cycle alternating current, expressed in kilowatt-hours).

“Energy Deficiency Quantity” shall have the meaning ascribed to such term in Section 7.3(b)(v).

“Energy Payment Rate” shall mean the rates set forth in Exhibit C of this PPA.

“Energy Output” means the amount of electrical energy generated by the System and delivered to Buyer at the Delivery Point, as metered in whole kilowatt-hours (kWh) at the Metering Device. The Energy Output delivered to Buyer at the Delivery Point shall be deemed to be equal to the energy measured at the Metering Device.

“Energy Surplus Quantity” shall have the meaning ascribed to such term in Section 7.3(b)(v).

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the System, and its displacement of conventional energy generation. Environmental Attributes include, but are not limited to, Alternative Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include, without limitation, those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future

federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on MWh basis and one Green Tag represents the Environmental Attributes associated with one (1) MWh of energy.

“Event of Default” shall have the meaning ascribed to such term in Section 9.1

“Exercise Notice” shall have the meaning ascribed to such term in Section 13.7(a).

“Exercise Period” shall have the meaning ascribed to such term in Section 13.7(a).

“Extension Term” shall have the meaning ascribed to such term in Section 2.1(b).

“Federal Energy Regulatory Commission” or “FERC” shall mean the United States Federal Energy Regulatory Commission, or any successor agency.

“Force Majeure” means any event or circumstance that prevents a Party from performing its obligations under this PPA, which event or circumstance (i) is not within the reasonable control, or the result of the negligence, of the Claiming Party, and (ii) by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure will not be based on (i) Buyer’s inability economically to use Energy purchased hereunder, or (ii) Seller’s ability to sell Energy at a price greater than the price of Energy under this PPA. Economic hardship of either Party shall not constitute Force Majeure.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a governmental authority, independent system operator, utility, transmission and distribution provider or other similar entity, on or with respect to the Energy or this PPA.

“Indemnity Claims” means all losses, liabilities, damages, costs, expenses and reasonable attorneys’ fees, whether incurred by settlement or otherwise.

“Independent Appraiser” means an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience (not less than ten (10) years) and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three years before his appointment have been) a director, officer, direct or indirect owner or an employee of, or directly or indirectly retained as consultant or adviser to, Seller or Buyer or any Affiliate of Seller or Buyer.

“Initial Term” shall have the meaning ascribed to such term in Section 2.1(a).

“Late Payment Interest Rate” means, for any date, the lesser of (i) the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Wall Street Journal under “Money Rates” on such day (or, if not published on such day, on the most recent preceding day on which published), plus five percent (5%) and (ii) the maximum rate permitted by Applicable Law.

“Lease” means the Solar Facilities Lease dated concurrently herewith by and between the Parties (or either or both of their respective Affiliates).

“Metering Device” means any and all meters at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the Energy generated by the System and delivered to the Delivery Point.

“Non-Defaulting Party” shall have the meaning ascribed to such term in Section 9.2.

“Notice” shall have the meaning ascribed to such term in Section 14.1.

“Party” and “Parties” shall have the meanings ascribed to such terms in the introductory paragraph of the PPA.

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, or any other entity of whatever nature.

“Preliminary Determination” shall have the meaning ascribed to such term in Section 13.4.

“Purchase Price” shall have the meaning ascribed to such term in Section 13.1.

“Qualifying Facility” is a generating facility which meets the requirements for Qualifying Facility status under the Public Utility Regulatory Policies Act of 1978 and part 292 of FERC’s Regulations (18 C.F.R. Part 292), and which has obtained certification of its Qualifying Facility status either through an application filed with FERC or through self-certification.

“Representatives” shall have the meaning ascribed to such term in Section 13.7(b).

“Schedule of Definitions and Rules of Interpretation” shall have the meaning ascribed to such term in Section 1.1.

“Seller” shall have the meaning ascribed to such term in the introductory paragraph of the PPA.

“Summary of PPA Provisions” shall mean the Summary of PPA Provisions set forth at the beginning of this PPA.

“System” means the solar electric generating facility that produces the Energy Output sold and purchased under this PPA. The System is more particularly described in Exhibit A.

“System Assets” means each and all of the assets of which the System is comprised, including Seller’s solar energy panels, mounting systems, inverters, integrators and other related equipment installed on the Property, electric lines required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

“System Loss” means loss, theft, damage or destruction of the System or System Assets, or any other occurrence or event that prevents or limits the System from operating in whole or in part, resulting from or arising out of any cause (including casualty, condemnation or Force Majeure)

other than (i) Seller's negligence or intentional misconduct, (ii) Seller's breach of maintenance obligations under the PPA, (iii) normal wear and tear of the System, or (iv) the acts or omissions of Buyer, its agents, employees, contractors, licensees, or invitees or any tenant or occupant of the Property.

"System Loss Amount" means _____.

"Term" means the Initial Term and any Extension Term.

"Test Energy" shall mean the Energy Output delivered to Buyer prior to the Commercial Operation Date pursuant to Section 3.3.

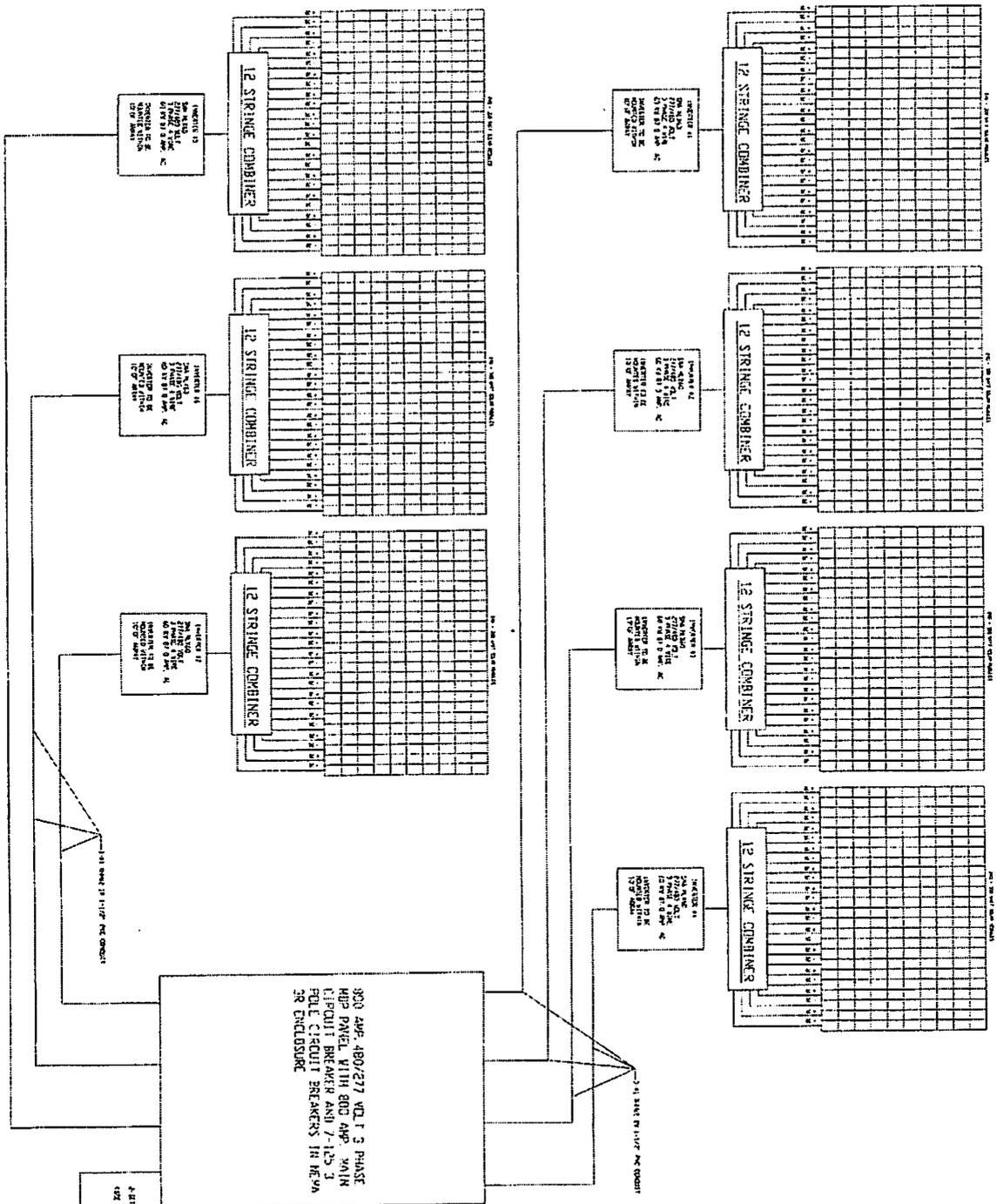
"Transaction" means any transaction between the Parties under the terms of this PPA or the Lease or any other agreements, instruments, or undertakings between the Parties.

"Transfer Date" shall have the meaning ascribed to such term in Section 13.9.

2. Rules of Interpretation. In this PPA, unless expressly provided otherwise:

- (a) the words "herein," "hereunder" and "hereof" refer to the provisions of this PPA and a reference to a recital, Article, Section, subsection or paragraph of this PPA or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this PPA or other agreement in which it is used unless otherwise stated;
- (b) references to this PPA, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto, and references to this PPA include the Summary of PPA Provisions;
- (c) a reference to a paragraph also refers to the subsection in which it is contained, and a reference to a subsection refers to the Section in which it is contained;
- (d) a reference to this PPA, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this PPA or such other agreement, instrument or provision, as the case may be;
- (e) a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;
- (f) the singular includes the plural and vice versa;
- (g) a reference to a Person includes a reference to the Person's executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;
- (h) words of any gender shall include the corresponding words of the other gender;

- (i) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;
- (j) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");
- (k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;
- (l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;
- (m) if the time for performing an obligation under this PPA expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;
- (n) a reference to (i) a month is a reference to a calendar month and (ii) a year is a reference to a calendar year;
- (o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;
- (p) a reference to time is a reference to the time in effect in the location where the Property is located on the relevant date;
- (q) if a payment prescribed under this PPA to be made by a Party on or by a given Business Day is made after 2:00 pm on such Business Day, it is taken to be made on the next Business Day; and
- (r) if any index used in this PPA at any time becomes unavailable, whether as a result of such index no longer being published or the material alteration of the basis for calculating such index, then Seller and Buyer shall agree upon a substitute index that most closely approximates the unavailable index as in effect prior to such unavailability. If the base date of any such index is at any time reset, then the change to the index resulting therefrom shall be adjusted accordingly for purposes of this PPA.



4 SETS OF 3 PHASES AND GROUND
 480 VOLT 3 PHASE 4 WIRE
 277 VOLT 3 PHASE 4 WIRE

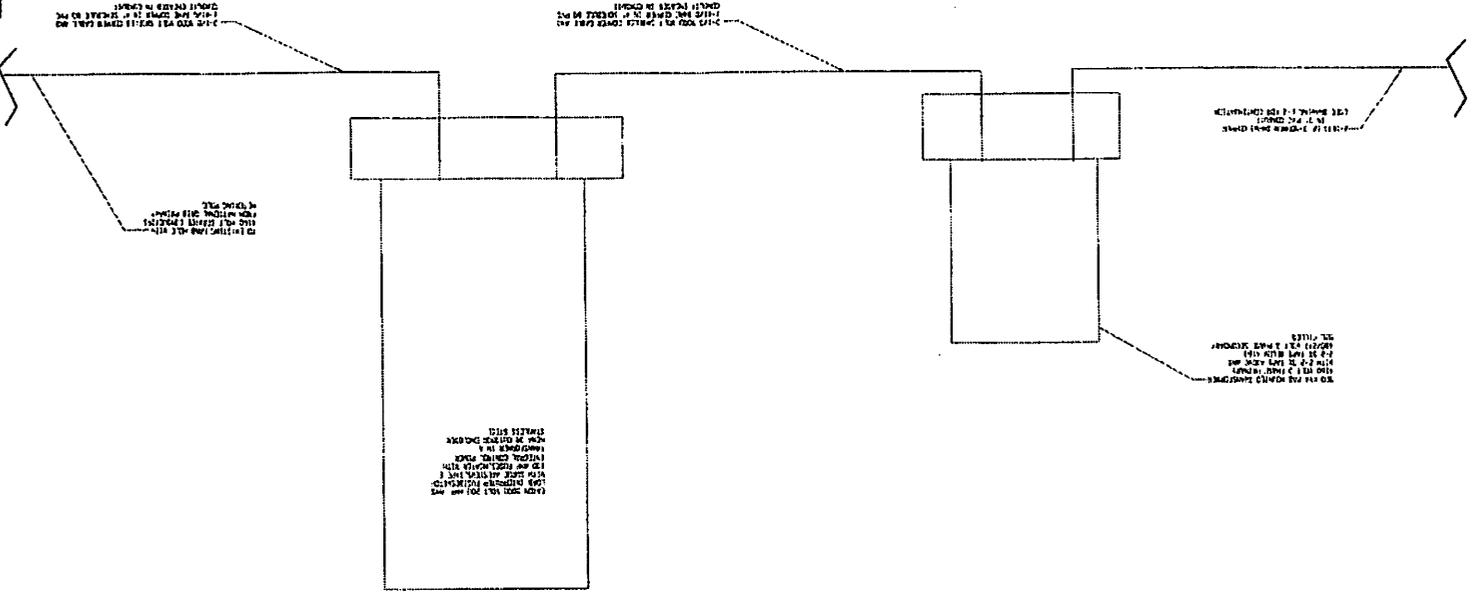
DATE: 12/15/51
 DRAWING TITLE: PRELIMINARY
 PROJECT: SUPREME MID-ATLANTIC CORP
 155 DOUGLAS PIKE
 NASHVILLE, RI
 DRAWING NO: E-2
 SHEET NO: ONE LINE DIAGRAM

3000 AMP, 480/277 VOLT, 3 PHASE
 HPD PANEL WITH 600 AMP MAIN
 CIRCUIT BREAKER AND 7-125 AMP
 FUSE CIRCUIT BREAKERS IN MEVN
 3R ENCLOSURE



ASSOCIATED ENGINEERS
 RALPH A. DE VINCENZI
 LICENSE NO. 1015
 STATE OF RHODE ISLAND
 155 DOUGLAS PIKE
 NASHVILLE, RI 02875

	PROJECT NO. 12345 SHEET NO. 1 OF 1 DATE 1/15/2015 SCALE 1/8" = 1'-0"
	PROJECT: SUPREME MID-ATLANTIC CORP. 1350 INDUSTRIAL PARK WASHINGTON HILL, RI
DRAWING CODE: PRELIMINARY PROJECT TITLE: ELECTRIC SOLAR SYSTEM SHEET TITLE: ONE LINE DIAGRAM	DRAWN BY: [Signature] CHECKED BY: [Signature]



ENGINEER
 RALPH A. DE VITO
 No. 12345
 STATE OF NEW YORK

Rhode Island Turnpike and Bridge Authority Cash Flow

Solar PV System	
System Size (kW DC)	500
1st Year Annual Output (KWh)	650,000
System Price	\$1,200,000
Federal Tax Rate	34%
RI Tax Rate	7%
Current Cost of Electricity (\$/kWh)	0.130
Annual Escalator	2%
Current Annual Cost of Electricity (\$/kWh)	\$84,500
ITC	30%
Grant/ Incentive	\$312,000
Solar System Cost of Electricity (\$/kWh)	0.100
1st Year Annual Cost of Electricity (\$/kWh)	\$65,000

1st Year Savings	\$19,500.00
-------------------------	--------------------

Simple Payback (Yr.)	3
10 Yr. Cum. Cash Flow	\$469,533.00
20 Yr. Cum. Cash Flow	\$1,035,171.00

Project Size (kW)	500		
Year		1	2
Annual Degradation	0.5%		
Annual Generation (KWh)		650,000	646,750

Annual Cost Savings			
Utility Price Escalator	2.0%		
Utility Current Rate (\$/kWh)	0.130	0.1300	0.1326
Current Cost of Generation		\$84,500	\$85,759
Solar PV Rate (\$/kWh)	0.100	0.1000	0.1020
Solar PV Cost of Generation		\$65,000	\$65,969
		\$-	\$-
Annual Savings		\$19,500	\$19,791
10 year Cost Savings		\$208,608	

3	4	5	6	7	8	9	10
643,516	640,299	637,097	633,912	630,742	627,588	624,450	621,328
0.1353	0.1380	0.1407	0.1435	0.1464	0.1493	0.1523	0.1554
\$87,037	\$88,334	\$89,650	\$90,986	\$92,341	\$93,717	\$95,114	\$96,531
0.1040	0.1061	0.1082	0.1104	0.1126	0.1149	0.1172	0.1195
\$66,951	\$67,949	\$68,961	\$69,989	\$71,032	\$72,090	\$73,164	\$74,254
\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
\$20,085	\$20,385	\$20,688	\$20,997	\$21,310	\$21,627	\$21,949	\$22,276



SERVICE FOR
RI TURNPIKE & BRIDGE AUTH
PELL BRIDGE
P 65E E SHORE RD, POLE P65 E
JAMESTOWN RI 02835

BILLING PERIOD
Nov 4, 2014 to Dec 5, 2014

ACCOUNT NUMBER **PLEASE PAY BY:** **AMOUNT DUE:**
63428-00002 Jan 1, 2015 \$ 12,629.07

ELECTRIC BILL

www.nationalgrid.com
CUSTOMER SERVICE
1-800-322-3223
CREDIT DEPARTMENT
1-888-211-1313
GAS EMERGENCIES
1-800-640-1595
POWER OUTAGE OR DOWNED LINE
1-800-465-1212
EMAIL BILLING INQUIRES
customerservice@us.ngrid.com
CORRESPONDENCE ADDRESS
PO Box 960
Northborough, MA 01532-0960
PAYMENT ADDRESS
PO Box 11739
Newark, NJ 07101-4739

DATE BILL ISSUED
Dec 8, 2014

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:
Loadzone Rhodelsland
Acct No: 63428-00002 Cycle: 6, RI T

Electric Usage History

Month	kWh	Month	kWh
Dec 13	68400	Jul 14	46200
Jan 14	64400	Aug 14	53400
Feb 14	66200	Sep 14	28800
Mar 14	60000	Oct 14	41600
Apr 14	45800	Nov 14	44800
May 14	46800	Dec 14	45800
Jun 14	40200		

Billed Demand Last 12 months

Minimum	93
Maximum	124
Average	104.5

ACCOUNT BALANCE

	National Grid Services	Other Supplier Service	Adjustments	Total
Previous Balance	8,071.85	4,433.33	0.00	12,505.18
Payment(s) Received	- 8,071.85	- 4,433.33	- 0.00	- 12,505.18
Current Charges	1,874.02	4,532.29	6,222.76	12,629.07
Amount Due ▶	\$ 1,874.02	\$ 4,532.29	\$ 6,222.76	\$ 12,629.07

DO NOT PAY. Your Automated Payment Transfer will occur on December 26, 2014.

SUMMARY OF CURRENT CHARGES

	DELIVERY SERVICES	SUPPLY SERVICES	OTHER CHARGES/ADJUSTMENTS	TOTAL
Electric Service	1,874.02	4,532.29		6,406.31
Other Charges/Adjustments			6,222.76	6,222.76
Total Current Charges	\$ 1,874.02	\$ 4,532.29	\$ 6,222.76	\$ 12,629.07

⚡ Save time and money! Sign up for paperless billing and receive a \$ 0.34 credit on your monthly bill. Visit our website to enroll today.

⚡ **ENERGY EFFICIENCY PROGRAM CHARGE:** You may be eligible to take advantage of products and services through our Energy Efficiency Programs, funded through the Energy Efficiency Program Charge that appears on your bill. Through your participation, you may see benefits such as lower energy bills and improved comfort in your home or business, and help contribute towards reducing reliance on fossil fuels, lessening the need for new generating plants, and lowering pollutants and carbon emissions. To learn more, call 1-866-903-2811 or visit www.nationalgridus.com/energyefficiencyservices.

Postpaid

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.



ACCOUNT NUMBER **PLEASE PAY BY:** **AMOUNT DUE:**
63428-00002 Jan 1, 2015 \$ 12,629.07

PO Box 960
Northborough MA 01532



*****AUTO**5-DIGIT 02835
RI TURNPIKE & BRIDGE AUTH
PELL BRIDGE
PO BOX 437
JAMESTOWN RI 02835-0437

000158

Please do not mail payment
Your account is set up for
automatic payment. Thank you.

001262907 63428000025001262907001

SERVICE FOR
 RI TURNPIKE & BRIDGE AUTH
 PELL BRIDGE
 P 65E E SHORE RD, POLE P65 E
 JAMESTOWN RI 02835

BILLING PERIOD
 Nov 4, 2014 to Dec 5, 2014

ACCOUNT NUMBER 63428-00002
 PLEASE PAY BY
 Jan 1, 2015

AMOUNT DUE
 \$ 12,629.07

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:
 Leadzone RhodeIsland
 Acct No: 63428-00002 Cycle: 6, RI T

DETAIL OF CURRENT CHARGES

Delivery Services

Types of Service	Current Reading	Previous Reading	Difference	Meter Multiplier	Total Usage
Energy	1010 Actual	781 Actual	229	200	45800 kWh
Total Energy					45800 kWh

Demand-kW	Demand-kVA	Billed Demand
80.0 kW	82.0 kVA	93.0 kW

METER NUMBER 58706552 NEXT SCHEDULED READ DATE Jan 8
 SERVICE PERIOD Nov 4 - Dec 5 NUMBER OF DAYS IN PERIOD 31
 RATE General C&I Rate G-02 VOLTAGE DELIVERY LEVEL 2.2 - 15 kV

Customer Charge		135.00
LIHEAP Enhancement Charge		0.73
Distribution Energy Chg	0.00574 x 45800 kWh	262.89
Renewable Egy Dist Chg	0.00039 x 45800 kWh	17.86
Distribution Demand Chg	4.92 x 83 kW	408.36
Transmission Dem Chg	3.02 x 93 kW	280.86
Transmission Adj	0.00768 x 45800 kWh	351.75
Transition Charge	0.00096 x 45800 kWh	43.97
Energy Efficiency Prgms	0.00941 x 45800 kWh	430.98
High Voltage Discount	-0.42 x 93 kW	-39.06
High Voltage Metering	-1.0 % x \$ 1932.40	-19.32
Total Delivery Services		\$ 1,874.02

Right To Dispute Your Bill And To An Impartial Hearing

If you believe your bill is inaccurate or for any reason payment may be withheld, you should first contact our Customer Service Department at 1-800-322-3223. If a mutually satisfactory settlement of this matter cannot be made, you have the right to submit this matter to: Reviewing Officer, Division of Public Utilities and Carriers, 89 Jefferson Blvd., Warwick, Rhode Island 02888 Telephone: 401-780-9700. National Grid will not disconnect your service pending proceedings before a reviewing officer appointed by the Public Utilities Administrator.

LIHEAP Charge

This charge is required under Rhode Island law and will be used to provide funding for a Low-Income Home Energy Assistance Program ("LIHEAP") Enhancement Plan, designed to assist low-income electric and natural gas households with their home energy and heating needs. By law, this charge may not be more than \$10 per year for each electric or natural gas service account.

Explanation of Billing Terms Available

If you would like an explanation of any of the terms used on your bill, you may find them on our web site at www.nationalgrid.com or you may call us at 1-800-322-3223.

Right To Electric Service:

During Serious Illness: If you or anyone presently and normally living in your home is seriously ill, we will not discontinue your electric service during such illness providing you: have a registered physician certify in writing to us that such illness exists, the nature and duration of the illness and you make satisfactory arrangements to pay your bill. This certification must be received within seven (7) days from the date that your physician initially contacts our Credit Department at 1-888-211-1313.
You have a child under twenty four months and a financial hardship: If you or anyone presently and normally living in your home has a child under twenty four months old we will not terminate your electric service, provided you also have a financial hardship. Please call our Credit Department at 1-888-211-1313 immediately if this applies to you.

Termination of Service to Elderly or Handicapped Persons

If all residents in your household are 62 years of age or older or if any resident in your household is handicapped, the Company will not terminate your service for failure to pay the past due bill without written approval from the Division of Public Utilities. If you cannot pay your bill all at once, you may be able to work out a payment plan with the Company. The Elderly or Handicapped Forms that must be filled out are available at the Company. The Form also enables you to participate in "Third Party Notification". If you have any questions or want further information, call the Credit Department at 1-888-211-1313.





SERVICE FOR
 RI TURNPIKE & BRIDGE AUTH
 PELL BRIDGE
 P 65E E SHORE RD, POLE P65 E
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BILLING PERIOD
 Nov 4, 2014 to Dec 5, 2014

ACCOUNT NUMBER 63428-00002
 PLEASE PAY BY: Jan 1, 2015

AMOUNT DUE:
 \$ 12,629.07

www.nationalgrid.com

Beware of billing telephone scam.

Fraudulent callers claiming to represent National Grid have threatened some customers with service shut-off unless payment is made immediately. To verify you are speaking with a National Grid representative, request the caller to provide the last 5 digits of your bill account number. If the caller can't provide it, hang up and call National Grid at **1-800-322-3223**.

Supply Services

SUPPLIER First Point Power, LLC
 1485 S COUNTY TRAIL
 EAST GREENWICH RI 02818
 PHONE 401-684-1443 ACCOUNT NO 6342800002

Electricity Supply	0.095 x 45800 kWh	4,351.00
Gross Earnings Tax	0.04166667 x 4,351.00	181.29
Total Supply Services		\$ 4,532.29

Other Charges/Adjustments

Gross Earnings Tax	0.04166667 x 1,874.02	78.08
Energy Efficiency Project CoPay		6,144.68
Total Other Charges/Adjustments		\$ 6,222.76



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
49 WERTHIMSTER STREET, PROVIDENCE, R. I. 02903

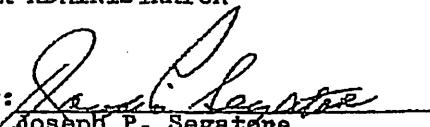
FRED M. LANGTON
TAX ADMINISTRATOR

CERTIFICATE OF EXEMPTION

RHODE ISLAND TURNPIKE & BRIDGE AUTHORITY
POST OFFICE BOX 437
JAMESTOWN, RHODE ISLAND 02835

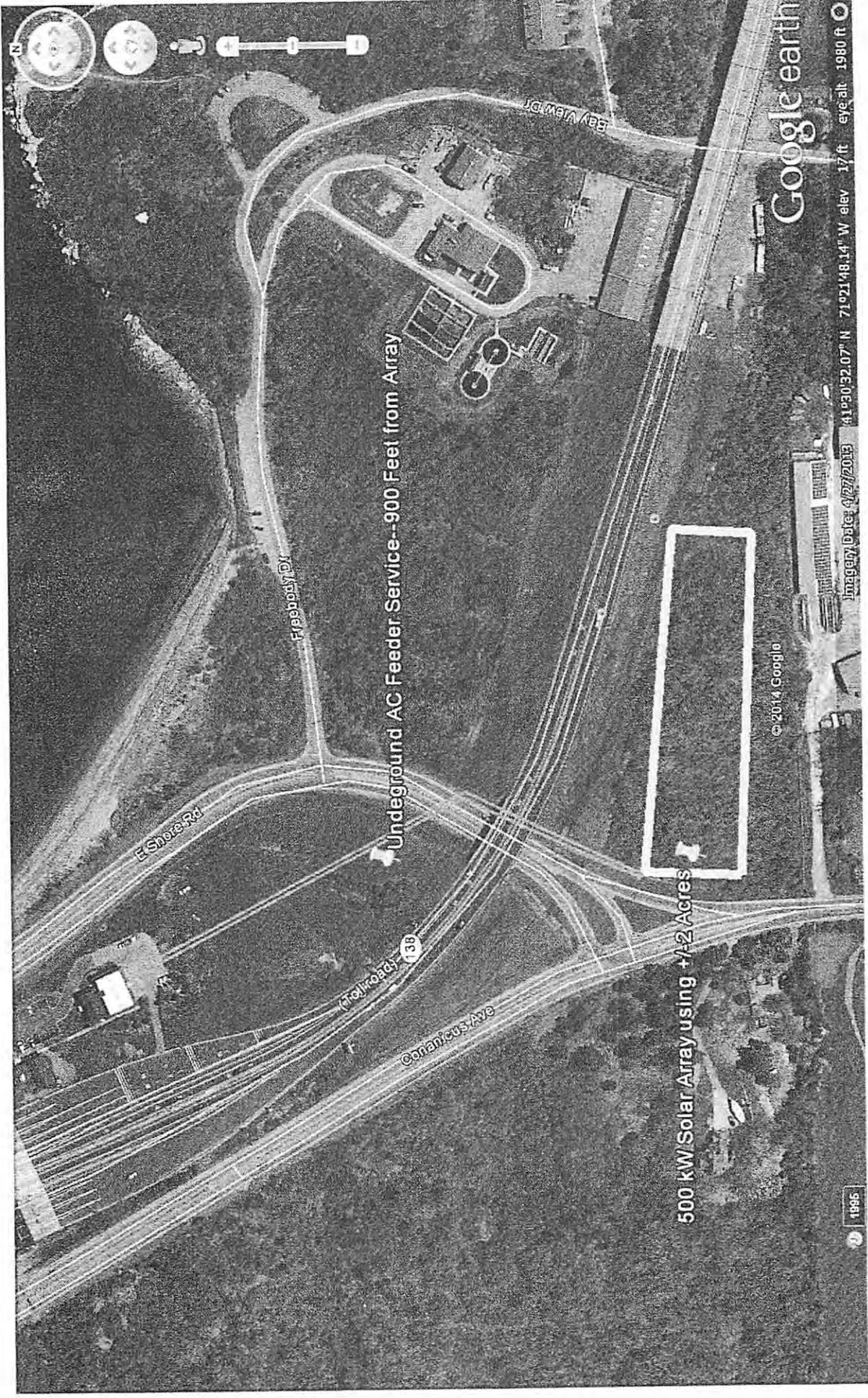
This is to certify that the above-named authority, being a state governmental agency, is exempt from taxation pursuant to the provisions of Section 24-12-31 of the General Laws of Rhode Island, and has qualified for exemption pursuant to the provisions of the Rhode Island Sales and Use Tax Act, Chapter 18, Title 44, of the General Laws of 1956, as amended, and is accordingly exempt from the payment of the sales tax on sales made to it and from the use tax on the storage, use or other consumption of tangible personal property by it.

FRED M. LANGTON
TAX ADMINISTRATOR

By: 
Joseph P. Segatore
Chief Tax Examiner, Sales

Certificate No. 984

Date of Issuance - December 30, 1965



Underground AC Feeder Service--900 Feet from Array

500 kW Solar Array using +/- 2 Acres

© 2014 Google

Google earth

Imagery Date: 4/27/2013 41°30'52.07" N 71°21'48.14" W elev 177 ft eye alt 1980 ft



1896

Rhode Island Turnpike and Bridge Authority

1 East shore Road
Jamestown, RI

Shading Analysis: The system is a ground mount system . The solar array site will be cleared and grubbed of all trees that would create any shading on the array

Below is site picture of existing condition



Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

RHODE ISLAND TURNPIKE & BRIDGE AUTHORITY

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Limited liability company, Enter the tax classification (disregarded entity, Corporation, Partnership) Other (see instructions) QUASI-GOVERNMENTAL

Address (number, street, and apt. or suite no.) ONE EAST SHORE ROAD, P.O. BOX 437
 City, state, and ZIP code JAMESTOWN, RI 02835
 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: []
 Employer identification number: 05-0304384

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

3. I am a U.S. citizen or other U.S. person (defined below).
 Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or other payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person *James J. ...*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, for:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

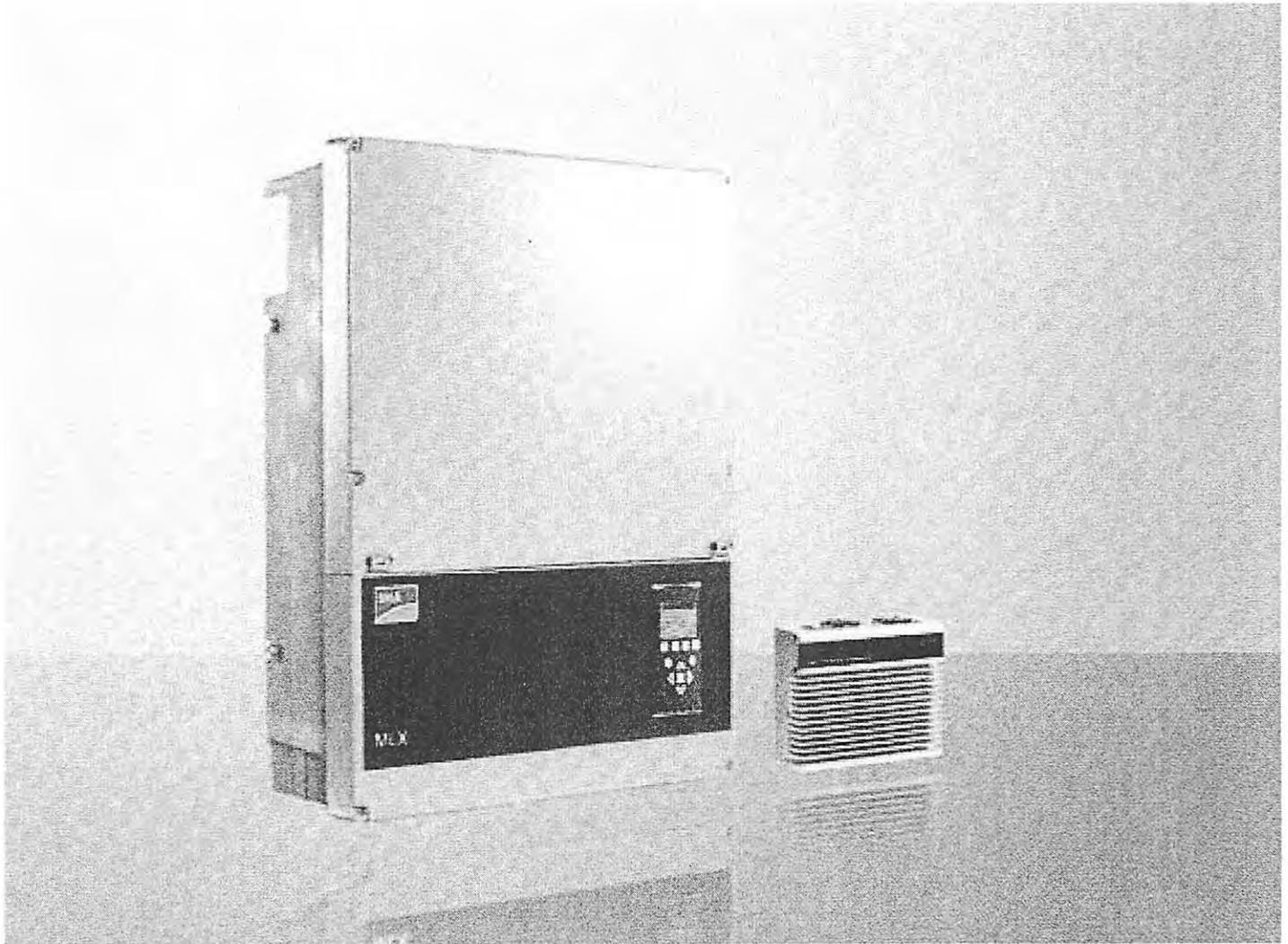
Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Efficient

- Maximum efficiency of 98.8%
- Superior power density:
60 kVA at only 165 pounds

Reliable

- Distributed architecture for maximum system availability
- Central control with SMA Inverter Manager

Cost-Effective

- DC input of up to 1,000 V
- Up to 2.5 MW per inverter manager

Innovative

- Suitable for commercial and utility applications
- Complete grid management feature set

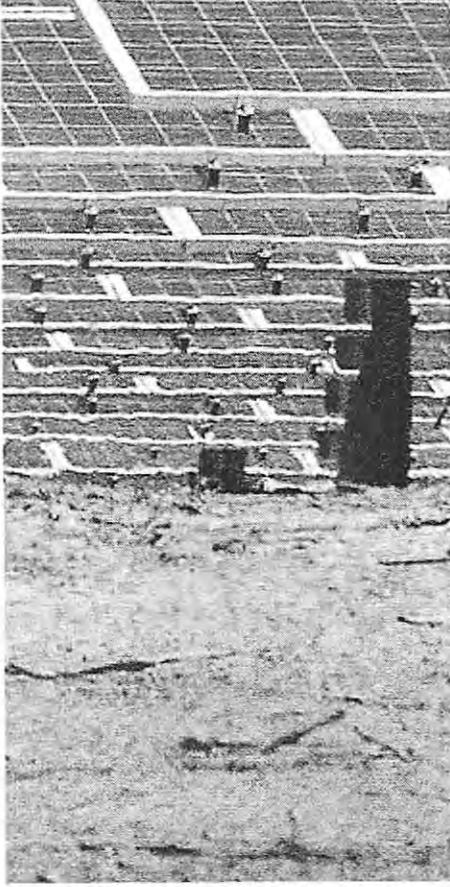
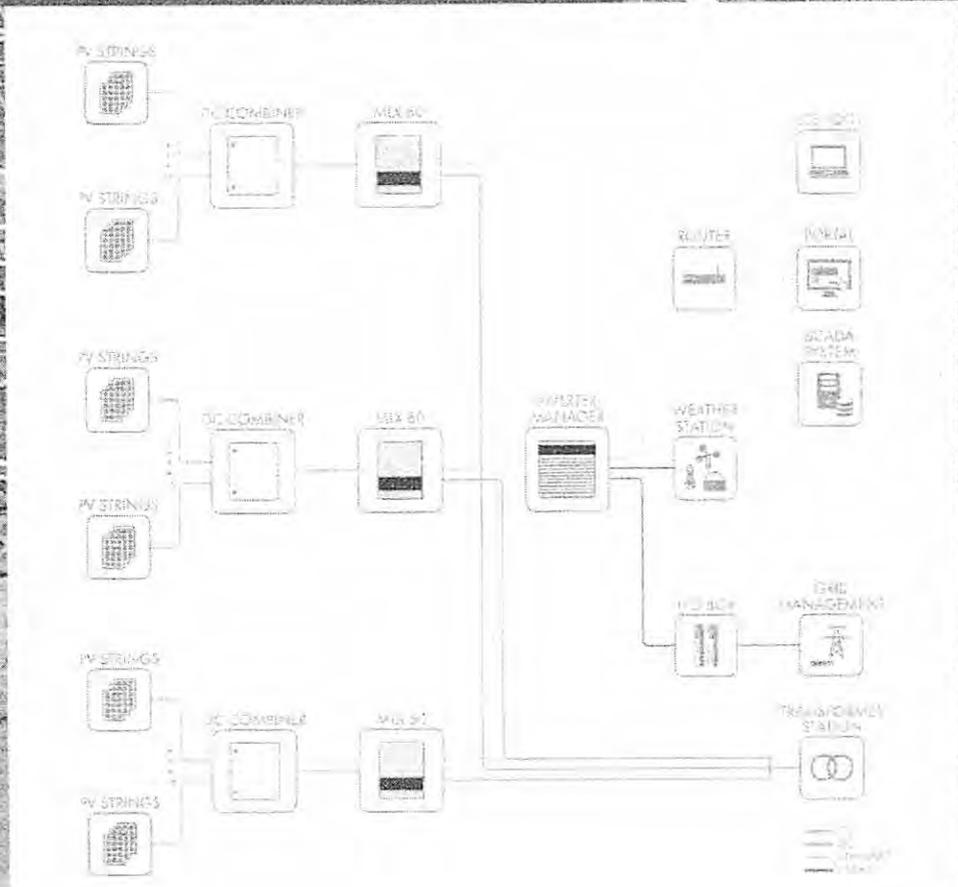
MLX 60

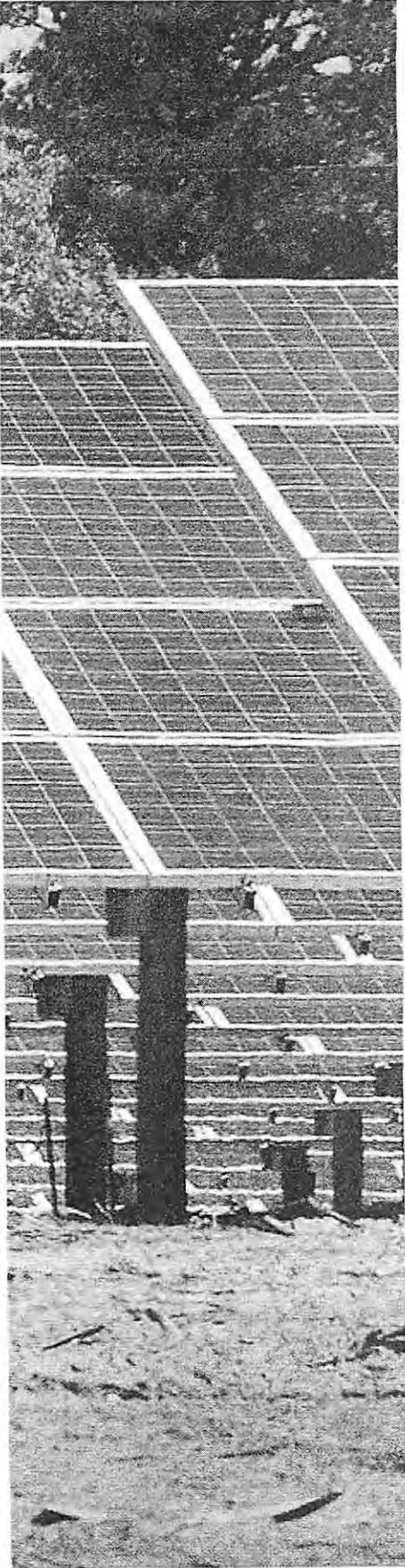
The efficient solution for medium to large-scale PV Plants

The new MLX 60 is part of an innovative, global system solution for commercial and utility PV plants. This solution combines the advantages of a decentralized system layout with the benefits of centralized inverter designs which results in the best of both worlds. High efficiency, easy installation, simple commissioning and low maintenance requirements contribute decisively to reducing the operating costs for the entire plant.



THE SMART MLX SYSTEM PHILOSOPHY





UNMATCHED POWER DENSITY

With Maximum Efficiency

The new SMA system solution consists of three components: highly efficient MLX 60 inverters, the SMA Inverter Manager and the LCS commissioning tool. It is precisely this systemized approach that makes the MLX 60 so unique and ensures a high level of performance.

System Cost Reduction

With a compact design of 60 kVA weighing only 165 pounds, the MLX 60 requires little space, reduces on-site preparation work, simplifies installation and lowers maintenance costs.

Innovative system management

The SMA Inverter Manager is the central communications component and sole interface for the entire system control. It handles all the important inverter and system management functions for up to 2.5 MW with a single inverter manager.

MLX systems benefit from a self-configuring inverter network with automatic IP configuration and device discovery, which eliminates manual setup. The SMA Inverter Manager also creates a seamless inverter control loop which enables complete grid management capabilities.

Simple commissioning

The specially developed LCS tool (Local Commissioning and Service Tool) makes commissioning easy, saves time and reduces costs. The inverter is configured by simply selecting the system-specific configuration files and then transmitting them to all inverters. In addition, individual inverter data is aggregated into a single plant profile for comprehensive plant performance analysis.

Technical data

Input (DC)

Max. input voltage
 MPP voltage range
 Min. input voltage
 Max. input current / short-circuit current
 Number of independent MPP inputs / strings per MPP input

Output (AC)

Rated power at nominal voltage
 Max. apparent AC power
 Output Phases / line connections
 Nominal AC voltage
 Nominal AC voltage range
 AC power frequency
 Rated power frequency / rated grid voltage
 Max. output current
 Power factor at rated power/displacement power factor adjustable
 Feed-in phases / connection phases

Efficiency

Max. efficiency / CEC

Protective devices

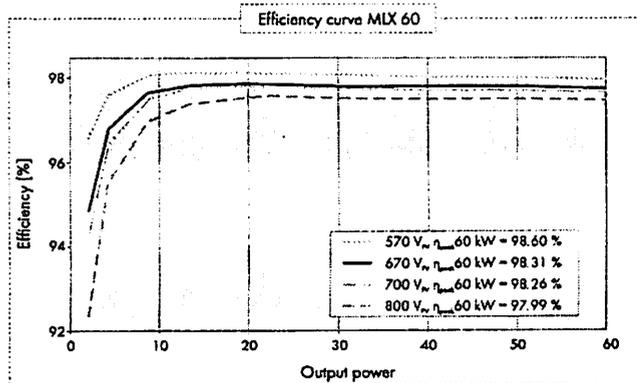
DC-side disconnection point / DC surge arrester (type II) can be integrated
 Ground fault monitoring / grid monitoring
 DC reverse polarity protection / AC short-circuit current capability / galvanically isolated
 All-pole sensitive residual-current monitoring unit
 Protection class (acc. to IEC 62103)/overvoltage category (acc. to IEC 60664-1)

General data

Dimensions (W / H / D) / weight
 Operating temperature range
 Noise emission, typical / Self-consumption (at night)
 Topology / cooling concept, degree of protect. (IEC 60529/UL50E), climatic cat. (IEC 60721-3-4)
 Maximum permissible value for relative humidity (non-condensing)

Features

DC connection / AC connection
 Display / Interface
 ● Standard features ○ Optional features – Not available



Technical data

Voltage supply

Input voltage
 Power consumption

General data

Dimensions (W / H / D) / weight
 Degree of protection / assembly
 Operating temperature range / relative humidity
 Cooling concept

Interfaces

User interface / Sensor interface
 Active and reactive power setpoints
 Interface to inverter network / Interface to external network
 Interface to remote control
 Data of nominal conditions Last updated October 2014

MLX 60

1,000 V
 570 V to 800 V @400 Vac, 685 V to 800 V @480 Vac
 565 V @400 Vac, 680 V @480 Vac
 110 A / 150 A
 1/1 (split up by external PV array junction box)

60,000 W
 60,000 VA
 3 / PE
 400 V, 480 V
 352 V to 440 V @400 Vac, 423 V to 528 V @480 Vac
 50 Hz, 60 Hz
 50 Hz, 60 Hz / 400 V, 480 V
 3 x 87 A
 1/0.8 lagging ... 0.8 leading
 3 / 3

98.8% / 98.5%

● / ●
 ● / ●
 ● / ● / -
 ●
 I / III

570 / 740 / 300 mm (22.4 / 29.1 / 11.8 inch) / 75 kg (165.3 lbs)
 -25 °C ... +60 °C (-13 °F to +140 °F)
 55 dB(A) / 3W
 Transformerless / active, IP65 / NEMA 3R, 4K4H
 95%

Screw terminal / screw terminal
 Graphic / Using external inverter manager: Modbus TCP

Type Designation

MLX 60:
 139F5001: MLX 60 with DC Switch
 139F5002: MLX 60 without DC Switch

SMA Inverter Manager:
 IMA-US-10: SMA Inverter Manager for max. 42 inverters

I/O Module:
 139F0216: I/O module 8 x DI / 8 x DO

Certificates and Approvals

MLX 60: IEC 62109-1/IEC 62109-2 (Class I, grounded-communication Class II, PELV), UL1741-w. Non-Isolated EPS Interactive PV Inverters, IEEE 1547

SMA Inverter Manager: UL 508, UL 60950-1, CSA C22.2 No. 60950-1-07, EN 60950-1, EN 55022 Class A, EN 61000-3-2 Class D, EN 61000-3-3, EN55024, FCC Part 15, Subpart B Class A

SMA Inverter Manager

9 - 36 Vdc
 < 20 W

160 / 125 / 49 mm (6.3 / 4.9 / 1.9 inch) / 940 g (2 lbs)
 IP21 / DIN top-hat rails or wall mounting
 -40 to +85 °C / 5 - 95 % (non-condensing)
 Convection

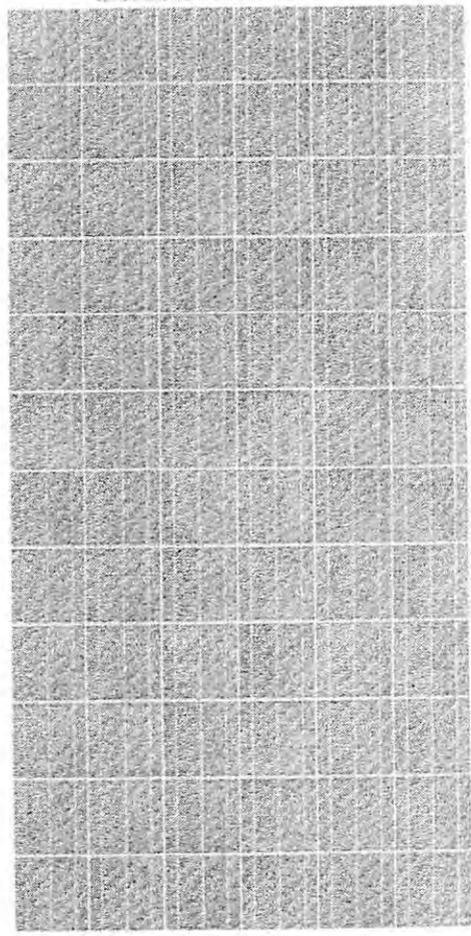
LCS tool for PC / RS-485 for SunSpec Alliance compatible weather stations
 Constant values, curves, remotely controlled
 1 Ethernet port (RJ45) / 1 Ethernet port (RJ45) Modbus TCP, SunSpec Alliance
 Modbus TCP, 8xDI+8xDO via external I/O module

YINGLI SOLAR



YINGLI SOLAR

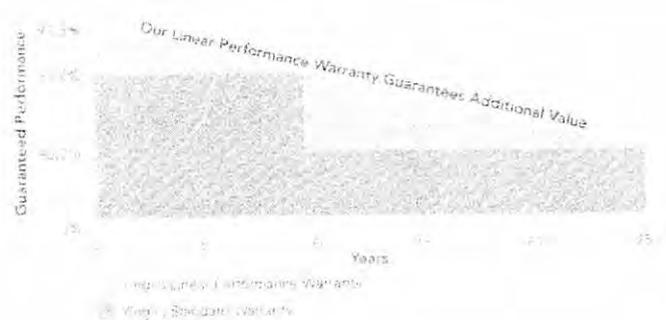
YINGLI SOLAR



Certified to withstand wind loads of 2400Pa, snow loads of 5400Pa, ammonia, and salt mist to ensure performance in adverse conditions.

Larger string sizes lower installation costs by decreasing the required number of wire runs and combiner boxes.

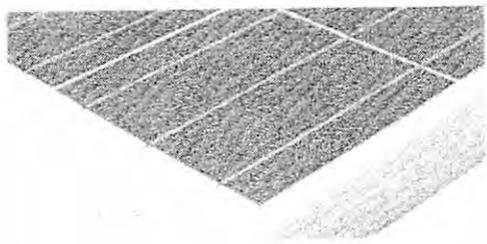
UL certification conveys confidence in product safety to authorities having jurisdiction throughout the U.S. and Canada.



10-year Limited Product Warranty also applies *
 *See specifications and warranty terms and conditions.



The YINGLI 72 Cell Series is fully compatible with single-axis solar tracking systems manufactured by Array Technologies, which can boost system performance by up to 25% depending on site location.



UL (P) Listed 1798, 250, 602, 692, 7051, 2709
 ISO 14001:2004, ISO 9001:2008, IEC 61215



If you buy from a high-quality supplier, you'll know you're getting the right product for the job. High-quality solar panels from Array Technologies will be better for the environment.

RI Bridge and Turnpike

Grid-Connected System: Simulation parameters

Project : Newport Bridge and Turnpike Authority

Geographical Site Providence Country **United States**

Situation Latitude 41.7°N Longitude 71.4°W
 Time defined as Legal Time Time zone UT-5 Altitude 21 m
 Albedo 0.20

Meteo data: Providence Synthetic - Meteonorm 6.1

Simulation variant : Newport Bridge

Simulation date 29/12/14 17h35

Simulation parameters

Collector Plane Orientation Tilt 30° Azimuth 0°
Models used Transposition Perez Diffuse Erbs, Meteonorm
Horizon Free Horizon
Near Shadings No Shadings

PV Array Characteristics

PV module Si-poly Model **TSM-300 P14A**
 Manufacturer Trina Solar
 Number of PV modules In series 18 modules In parallel 93 strings
 Total number of PV modules Nb. modules 1674 Unit Nom. Power 300 Wp
 Array global power Nominal (STC) **502 kWp** At operating cond. 451 kWp (50°C)
 Array operating characteristics (50°C) U mpp 590 V I mpp 765 A
 Total area Module area **3248 m²**

Inverter

Model **Sunny Tripower 25000TL-30**
 Manufacturer SMA
 Characteristics Operating Voltage 390-800 V Unit Nom. Power 25.0 kWac
 Inverter pack Nb. of inverters 17 units Total Power 425.0 kWac

PV Array loss factors

Thermal Loss factor U_c (const) 29.0 W/m²K U_v (wind) 0.0 W/m²K / m/s
 Wiring Ohmic Loss Global array res. 13 mOhm Loss Fraction 1.5 % at STC
 Module Quality Loss Loss Fraction 1.0 %
 Module Mismatch Losses Loss Fraction 1.0 % at MPP
 Incidence effect, ASHRAE parametrization IAM = 1 - bo (1/cos i - 1) bo Param. 0.05

System loss factors

Wiring Ohmic Loss Wires 500 m 3x500 mm² Loss Fraction 5.7 % at STC

User's needs : Unlimited load (grid)

RI Bridge and Turnpike

Grid-Connected System: Main results

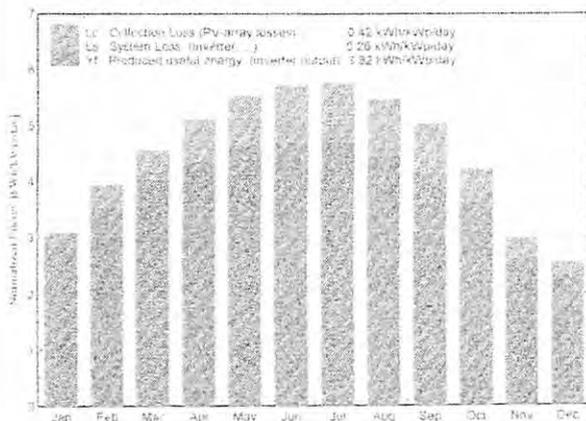
Project : Newport Bridge and TurnPike Authority

Simulation variant : Newport Bridge

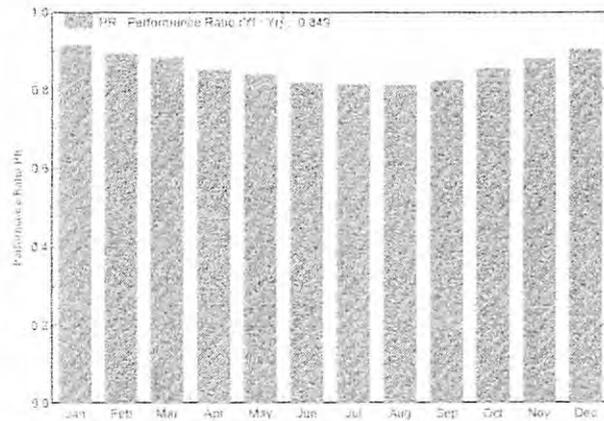
Main system parameters	System type	Grid-Connected	
PV Field Orientation	tilt	30°	azimuth 0°
PV modules	Model	TSM-300 P14A	Pnom 300 Wp
PV Array	Nb. of modules	1674	Pnom total 502 kWp
Inverter	Model	Sunny Tripower 25000TL-30	25.00 kW ac
Inverter pack	Nb. of units	17.0	Pnom total 425 kW ac
User's needs	Unlimited load (grid)		

Main simulation results			
System Production	Produced Energy	700.3 MWh/year	Specific prod. 1394 kWh/kWp/year
	Performance Ratio PR	84.9 %	

Normalized productions (per installed kWp): Nominal power 502 kWp



Performance Ratio PR



Newport Bridge
Balances and main results

	GlobHor	T Amb	GlobInc	GlobEff	EArray	E_Grid	EffArrR	EffSysR
	kWh/m²	°C	kWh/m²	kWh/m²	MWh	MWh	%	%
January	59.0	-1.81	95.6	82.9	46.84	45.92	15.09	14.15
February	75.3	0.59	110.4	107.4	53.01	49.58	14.79	13.83
March	115.3	3.49	141.3	137.1	68.83	62.59	14.56	13.64
April	141.1	9.09	153.2	148.5	69.98	65.43	14.07	13.15
May	171.9	14.05	171.5	165.9	77.33	72.36	13.88	12.89
June	180.0	19.69	171.6	166.1	75.23	70.42	13.50	12.63
July	183.0	22.56	176.1	172.8	77.80	72.94	13.42	12.59
August	152.2	22.39	169.4	164.2	73.89	69.04	13.39	12.55
September	126.7	16.65	150.4	146.1	66.42	62.23	13.59	12.74
October	84.5	11.79	130.9	127.4	60.04	58.19	14.12	13.22
November	57.5	6.85	89.6	87.1	42.14	39.56	14.48	13.59
December	47.6	2.09	79.4	77.0	38.25	36.04	14.83	13.97
Year	1413.2	10.87	1641.7	1592.4	747.55	700.21	14.02	13.13

Legends: GlobHor Horizontal global irradiation
 T Amb Ambient Temperature
 GlobInc Global incident in coll. plane
 GlobEff Effective Global corr. for IAM and shadings
 EArray Effective energy at the output of the array
 E_Grid Energy injected into grid
 EffArrR Effic. Eout array / rough area
 EffSysR Effic. Eout system / rough area

RI Bridge and Turnpike

Grid-Connected System: Loss diagram

Project : Newport Bridge and TurnPike Authority

Simulation variant : Newport Bridge

Main system parameters	System type	Grid-Connected		
PV Field Orientation	tilt	30°	azimuth	0°
PV modules	Model	TSM-300 P14A	Pnom	300 Wp
PV Array	Nb. of modules	1674	Pnom total	502 kWp
Inverter	Model	Sunny Tripower 25000TL-30		25 00 kW ac
Inverter pack	Nb. of units	17.0	Pnom total	425 kW ac
User's needs	Unlimited load (grid)			

Loss diagram over the whole year

1413 kWh/m ²	Horizontal global irradiation
	+16.2% Global incident in coll. plane
	-3.0% IAM factor on global
1592 kWh/m ² * 3248 m ² coll	Effective irradiance on collectors
efficiency at STC = 15.52%	PV conversion
803 MWh	Array nominal energy (at STC effic.)
	-0.8% PV loss due to irradiance level
	-2.9% PV loss due to temperature
	-1.0% Module quality loss
	-1.0% Module array mismatch loss
	-0.9% Ohmic wiring loss
751 MWh	Array virtual energy at MPP
	-3.3% Inverter Loss during operation (efficiency)
	-0.5% Inverter Loss over nominal inv. power
	0.0% Inverter Loss due to power threshold
	0.0% Inverter Loss over nominal inv. voltage
	0.0% Inverter Loss due to voltage threshold
723 MWh	Available Energy at Inverter Output
	-3.1% AC ohmic loss
700 MWh	Energy injected into grid

X. Application Authorization

The undersigned is an authorized representative of the Applicant listed below with the authority to bind the company for the proposed Renewable Energy Project. The Applicant has read, understands, and agrees to be bound by the terms and conditions provided by the Rhode Island Commerce Corporation (COMMERCE RI).

I certify that:

All statements made in this Application in its entirety including all attachments, appendices, etc. are true and correct to the best of my knowledge.

The Applicant is neither a person subject to the Rhode Island Code of Ethics nor a person within the scope of R.I.G.L. § 36-14-5(h)

The Applicant has not been convicted of bribery or attempting to bribe a public official or employee of the COMMERCE RI or of the State, has not been disqualified from an awarded contract with COMMERCE RI or the State, and has never defaulted on work awarded by the COMMERCE RI or the State.

The Applicant does not have a relationship or affiliation, financial or otherwise, with any other Applicant applying to this round of funding with the COMMERCE RI Renewable Energy Fund.

Legal Name of Applicant:

RI TURNPIKE + BRIDGE AUTHORITY

Name of Customer Site (If different than above):

Company or Department Name (if applicable):

Signature of Applicant's Authorized representative:

Name of Authorized Representative:

ERIC OFFENBERG, PE

DIRECTOR OF ENGINEERING

RI TURNPIKE + BRIDGE AUTHORITY

Title/Company:

Date Signed:

1/5/15

300 0 300 600 Feet

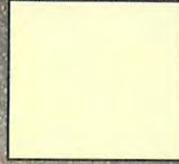
1 inch = 375 feet





200 0 200 400 Feet

1 inch = 250 feet





Untitled Polygon

500 kW Ground Mount Array Layout





JAMESTOWN CONSERVATION COMMISSION

October 26, 2016

Members of the Jamestown Town Council
Town Hall
93 Narragansett Avenue
Jamestown, RI 02835

Dear Members of the Town Council:

This letter is in follow-up to our letter of June 16, 2016, stating our concerns about the impact to conservation values by the Island Turnpike and Bridge Authority's proposed solar array development. It is our understanding that revised RITBA project plans reduce the size of the project's footprint but still entail removal of a very large area of vegetated in a location where contiguous vegetation provides visual and sound buffers to Pell Bridge traffic as well as significant wildlife habitat. While we understand that RITBA is not obligated to seek public input, or conform to local and state environmental regulations and permitting processes, we remain concerned about both the impact to conservation values and the lack of awareness of the project among Jamestown residents.

Other than the erection of the sign, which prompted our first letter, there appears to have been very little dissemination of information to the public about the specifics of the project. We believe that many residents of Jamestown are not aware of the project nor the scope of the potential for destruction of habitat, and reduction of greenbelt space, both of which are highly valued by residents are emphasized in our town's master plan.

The Conservation Commission was recently contacted by the Conanicut Island Land Trust with a suggestion for an alternative site for this solar development project, which we think could meet the requirements of the project (close proximity to 3-phase power transmission, southern exposure, and near RIBTA buildings)—while significantly reducing the need for clear-cutting of wooded areas. It is our understanding that the proposed alternative site, a grassy area running south of the bridge, was eliminated as an option due to a town easement, and that the town could potentially adjust that easement without requiring a significant expenditure of resources or impacting the easement's intended purpose.

The Jamestown Conservation Commission requests the Town Council's support in encouraging RIBTA to postpone the finalization of current project plans and fully assess alternatives to the clear-cutting of the forest near Taylor Point (an illustration of the

proposed alternative project location is attached). The Conservation Commission hopes to be actively engaged in any future discussions.

Thank you for your timely attention to this matter in hopes of mitigating an irreparable action.

Respectfully,

A handwritten signature in black ink that reads "Maureen Coleman". The script is cursive and fluid.

Maureen Coleman, Chair
Jamestown Conservation Commission

Enc.

cc: Andy Nota, Jamestown Town Administrator
Buddy Croft, Executive Director RIBTA



LEGAL ADVERTISEMENT: Please insert in the October 13th & 20th Jamestown Press editions in the “Legal Ad” section (*just like the Zoning Board of Review ads are placed*).

JAMESTOWN, RHODE ISLAND

NOTICE

Is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3, Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended that the following RENEWAL applications have been received by the Town Council for licenses under said Act, for the year December 1, 2016 to November 30, 2017:

RENEWAL:

CLASS A (PACKAGE STORE) - RETAIL

Tunstall, LLC
dba: Grapes & Gourmets
9 Ferry Wharf

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

CLASS B – VICTUALER

Islandish, Ltd.
dba: Chopmist Charlies
40 Narragansett Avenue

Jamestown Culinary Partners, LLC
dba: Jamestown Fish
14 Narragansett Avenue

Jamestown Restaurant Group, LLC
dba: Narragansett Café
25 Narragansett Avenue

New England Golf Course Management, Inc.
dba: Jamestown Golf and Country Club
aka: the Caddy Shack
245 Conanicus Avenue (lower level rear)

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

ESJ, Inc.
dba: Simpatico Jamestown
13 Narragansett Avenue

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

CLASS BT – TAVERN
Bay Voyage, LLC
dba: Bay Voyage
150 Conanicus Avenue

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

CLASS B – LIMITED
Lucky Ridge Co., LLC
dba: Spinnaker's Café
3 Ferry Wharf

PP Jamestown, LLC
dba: Preppy Pig BBQ
35 Narragansett Avenue

The above applications will be in order for hearing at a meeting of said Licensing Board on **MONDAY, NOVEMBER 7, 2015 at 7:30 p.m.** at the Jamestown Town Hall in the Rosamond A. Tefft Town Council Chambers, 93 Narragansett Avenue, in said Jamestown, at which time and place all remonstrates may make their objections against granting these licenses.

By Order of the Town Council
Cheryl A. Fernstrom, CMC
Town Clerk

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



Jamestown, Rhode Island
NOTICE

It is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3, Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended, that the following application has been received by the Town Council to renew the existing license and to expand the licensed area onto a portion of the lawn outside of the building which is the currently licensed premises under said Act, for the period December 1, 2016 to November 30, 2017.

CLASS B – TAVERN

Bay Voyage, LLC
dba: Bay Voyage
150 Conanicus Avenue
Jamestown, RI 02835

The above application will be in order for hearing at a meeting of said Licensing Board on **Monday, November 7, 2016 at 7:30 p.m.** at the Jamestown Town Hall, Rosamond A Tefft Council Chambers, 93 Narragansett Avenue, in said Jamestown, at which time and place all remonstrants may make their objections against the granting of this license expansion.

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

Advertisement: Legal ad in the *Jamestown Press* October 13th and October 20th editions.

LEGAL ADVERTISEMENT #2: Please insert in October 6th, 13th, and 20th Jamestown Press editions in the “Legal Ad” section (*just like the Zoning Board of Review ads are placed*).

JAMESTOWN, RHODE ISLAND

NOTICE OF A PUBLIC HEARING

NOTICE is hereby given that there will be a public hearing by and before the Town Council of the Town of Jamestown on November 7, 2016 at 7:30 p.m. at the Jamestown Town Hall, 93 Narragansett Avenue, Jamestown, RI pursuant to 5-24-1 of the General Laws of Rhode Island, 1956, and as amended, upon the following applications:

VICTUALING LICENSE WITH EXTENDED HOURS:

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

APPLICATION OF CUMBERLAND FARMS, INC., dba: **Cumberland Farms Store #1108**, for renewal of additional operational hours between 5:00 a.m. and 6:00 a.m. for said establishment, holder of a Victualing License issued by the Town of Jamestown. If granted, this will allow this establishment to continue to be open from 5:00 a.m. to 2:00 a.m. daily (RIGL 5-24-1 allows this establishment to be open until 2:00 a.m.).

All interested persons are notified to be present at said hearing to be heard for or against the granting of said application. All interested persons at said hearing shall be given an opportunity to be heard on said application.

The above application will be in order for hearing at a meeting of the Town Council on **MONDAY, NOVEMBER 7, 2016 at 7:00 p.m.** at the Jamestown Town Hall, 93 Narragansett Avenue, in said Jamestown, at which time and place all remonstrates may make their objections against granting this license.

By Order of the Town Council
Cheryl A. Fernstrom, CMC
Town Clerk

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

Goal: To Promote Quality of Life in the Community

1. Maintain Jamestown’s “Rural Character “

- A. *Define rural character and Jamestown’s unique character and sense of place;*
 - a. This is expressed in the Preamble of the Comprehensive Plan. The Planning Commission spent several evenings defining “Rural Character” as it pertains to Jamestown. The Planning Commission, acknowledging the vagueness and vastness of the term “rural character,” has defined it to mean, “that which is unique to the Island of Jamestown – a town infused with a rural feeling, an insular spirit and a village identity”.
- B. *Encourage preservation of open space on individual lots and small subdivisions;*
 - a. The Planning Commission has adopted amendments to the Comprehensive Plan related to Conservation Development and the importance of designing meaningful open space into subdivisions. The Planning Commission is in the process of adopting amendments to the Zoning and Subdivision Regulations (Conservation Development) which encourage open space in all subdivisions and mandate it in subdivisions of 5 lots and over. (Expected completion date December 2015). More clarification is needed to define “preservation of open space on individual lots” since development of existing lots requires nothing but a building permit in most situations.
 - b. The Tax Assessor’s office will continue to support and monitor properties in the Open Space Program. These properties, which must remain undeveloped for a period of 15 years, benefit by way of reduced assessments. There have been no significant changes in the Open Space Program during the past two years.
- C. *Develop a strategy for the protection of vistas, views, and open space including landscape elements that evoke rural character;*
 - a. One effective option for the Council to consider in developing this strategy would be to task the Planning Commission and to include this language in the Zoning Ordinance/Jamestown Special Development District, in areas that provide and share the islands most treasured scenic views/vistas, open space and landscape elements. One of the purposes of the Zoning Ordinance is, 5) *Provide for the protection of the natural, historic, cultural, and scenic character of the town or areas therein;* The Rhode Island “Green Book” also provides for a solid basis for identifying such landscape elements. Additional work in this area is required in the coming years.
- D. *Develop a policy regarding preservation of historic structures;*
 - a. This topic has at times been somewhat divisive within the community in terms of residential structures with various perspectives offered by Planning Commission members, various organized groups as well as individuals within the community. Further discussion and research should be conducted in order to assess the need and/or support for such a policy/regulation in the community. The preservation of historic structures and community landmarks has received general support from local residents. A continued effort to preserve these important community assets should be formalized for future consistency. This discussion will be an important part of the upcoming *Sustainability Plan* as renovation of older structures is a more sustainable way to construct rather than building new.
- E. *Support initiatives that encourage farming, sustainable agriculture, fishing and aquaculture;*
 - a. The Town is working with CRMC on evaluation process of permits for expansion and management of aquaculture activities in local waters. As varying perspectives exist within the community on this topic, a balancing of commercial and residential interests will be required as the future of the

industry looks favorable in terms of economic activity, jobs and improvement in the bays water quality.

- b. Seeking viable options for the installation of upwellers at the Fort Getty waterfront and possible improvements to support commercial fishing operations. Discussion and research in this area will be ongoing through the winter months 2016-2017. An RFP has been developed by the Planning Department and is ready to be released to the public to assess interest and potential options to address the Town's ability to accommodate this activity.
- c. The Tax Assessor's office will continue to support and monitor properties in the Farmland Program (Farm, Forest and Open Space). These properties, after being approved by the RI Division of Agriculture, must be actively farmed and undeveloped for a period of 10 years. The parcels are assessed at reduced rates based on state guidelines. The new owners of Fox Hill Farm on Fort Getty Road have renewed and updated their Farmland Designation.

F. Continue to support Farmers Market and Community Farm;

- a. The Town continues to support the application and function of Farmers Market at Fort Getty – seeking ways to increase the presence of locally grown products at farmers market and balance this with other locally made products. With the improved pavilion facilities, the grounds and restroom amenities are being utilized to enhance the market experience. Town staff are supporting the effort without managing it directly and allowing for growth in this public/private partnership.
- b. The need for a winter farmers market should be considered, if a sufficient number of local vendors, including Newport and South County vendors, if needed, express interest and a viable location can be secured.
- c. The Zoning Dept. will review and advise on all Special Use Permits, License's, and Permits in support of community farming and farmers markets in the community.
- d. The Town will continue to coordinate with the organizers of the Community Farm on a wide array of issues, albeit the nature of the farms activities are technically that of a non-profit, it does fulfill an important community need and preserve an important parcel of land. In addition, the farm does link with residents that utilize the Eldred Ave. playfields and will also do so on a larger scale with the users of the future shared use path.

G. Develop a strategy for road marking, signage and lighting that reduces visual clutter; and

- a. The Shores parking program is designed to limit signage by area regulatory approach, versus signing each specific roadway. Broader Town-wide strategy remains in discussion before Traffic Committee. A community-wide assessment should be conducted along with improvements to directional signage, street signs and directional signs for places of local importance.

As of July 2016 the Traffic Committee finalized its thoughts on the northern Shores area, and focus its attention on other roads and neighborhoods in town regarding the issues of overnight parking and public safety access.
- b. Coordination with RIDOT regarding state signage throughout the community and updating of existing signs, where needed.
- c. Council approves (Sept. 2015) delegation of permit review to Bldg./Zoning Official to address sandwich board signs used by community organizations and within the commercial district(s). Future review of sign ordinance is required in commercial district to facilitate appropriate revisions.

- H. *Support the development of trails, walks, habitat restoration and programs that support resident’s awareness and knowledge of the natural world around them;*
 - a. Ongoing Projects include, the Taylors Point Initiative, Mackerel Cove Dune Restoration, the Creek Restoration program, Fort Getty Trails, Hull Cove and other public rights of way. Also included is the continuation of an active dialogue on access to North and South Pond property inclusive of the future shared use path at the North Reservoir.

2. Protect Natural Resources

- A. *Continue to protect the center island watershed;*
 - a. Discussion on various supporting initiatives continue at this time, with more in-depth study required in future years.
- B. *Support community efforts towards habitat restoration, resource protection;*
 - a. Dune restoration efforts at Mackerel Cove and Fort Getty with the use of dune fencing and grass replanting efforts are continuing. A major restoration project is in the planning stages at Taylor Point with inventorying of invasive species already underway along with a detailed mapping of the property and the establishment of a partnership with a habitat restoration program at the University of Rhode Island.
- C. *Implement measures to address poor water quality in Sheffield Cove;*
 - a. Consultant hired and water testing phase is ongoing; Former employee Justin Jobin and interns for the Town working with our consultant ESS Group researched the source of elevated bacteria levels in stormwater discharges to Sheffield Cove. During a period over several months water samples were collected from the drainage and watershed during wet and dry weather events. Another round of sampling will be conducted and a report will be prepared that will summarize their findings.
 - b. In October 2015, the Council supported the submittal of a grant application for \$118,200 with the New England Interstate Water Pollution Control Commission (NEIWPCC) along with the Narragansett Bay Estuary Program. A 40% Town match is required, although the Town’s proposal includes a \$5,000 financial match and \$35,000 in-kind match. This is a competitive review process and the Town has since received notification that our 2016 application has been approved. Town staff, Jean Lambert will coordinate and manage this project in working with the Towns consultant, the ESS Group on this project. Design and permitting plans of the proposed drainage improvements are expected to be complete for submission to CRMC and DEM in winter 2016/2017.
- D. *Continue to update and revise the Ground Water Ordinance;*
 - a. Ongoing program - Ordinance revisions being prepared for consideration and updating in 2017.
- E. *Continue to purchase environmentally sensitive tax lots in the Shores neighborhood;*
 - a. This program is ongoing in the shore neighborhood with the Town providing the closing costs and related expenses associated with the acquisition of property.
 - b. The Tax Assessor’s office will continue to maintain up-to-date lists of all vacant properties acquired by the Town. This office also coordinates the assessment list with the separate list maintained by the Planning Office.

- F. *Continue with the ongoing efforts to improve the health and condition of Round Marsh; and*
 - a. In December of 2014 the DPW worked with staff from Save the Bay and RIDEM to improve tidal flow to Round Marsh. Tidal ditches were excavated and cleaned to restore tidal flows to the salt marsh. A contractor was hired to mulch invasive phragmites within Round Marsh. Over the next two years additional mulching will be conducted. Save the Bay has been monitoring the marsh for the effectiveness of the ditch excavation.
- G. *Continue efforts in wildlife management suggested by Tick Task force;*
 - a. The Task Force is entering its second year of program development and its second hunting season. The committee is working on the development of a comprehensive educational program, improved educational opportunities and media exposure to its messaging. The Taskforce has also forged a close working relationship with URI's Tom Mather in his research associated with tick borne diseases and comprehensive prevention programming. In addition, communication remains ongoing with RIDEM officials regarding approved methods to manage the local deer population and future opportunities to positively impact the herd on Dutch and Gould Islands. The Town has coordinated a visit to Dutch Island with RIDEM officials in November 2015 to evaluate the improvements being conducted by the Army Corps. Of Engineers and further discuss the idea of hunting in 2016 and possibly allowing public access in the future. Town staff with RIDEM officials visited Dutch Island in November 2015 to assess this ongoing work and further discuss options for future public access. The approved budget for this program in FY2016-17 is \$15,000.

3. Promote Public Access to the Water, Water-based Activities and Use of Jamestown's Natural Resources

- A. *Develop stable funding mechanism and clear line of responsibility for maintenance of Public Right of Ways to the water;*
 - a. Town staff, along with the Friends of Jamestown ROW committee and the Conservation Commission is reviewing the findings of the most recent ROW report from 2013. In review of this document, and a series of on-site visits to specific ROW's in the Shores neighborhood, the Town is preparing to send letters to all ROW abutters alerting them the effort to clearly delineate all property lines and to appropriately mark all public ROW's. The High Street ROW has been completed in 2015 with the engineering being completed for the bid development for the Hull Cove accessible boardwalk project. The Conservation Commission and Friends group are preparing a broader discussion with the Town Council and community on Public ROW's for later in 2016 and in 2017. The Friends of Jamestown ROW's and the Conservation Commission presented information to the Council in Oct. 2015 and again in a public session in October 2016 with Town staff in updating the ROW inventory document that was produced in 2013. The first phase of this work included ROW's (1-21) from the Creek to the Northern tip of the island, with work on the southern ROW's to continue in 2016. Town staff have begun to visit each ROW in November 2015 with representatives of the Friends group in order to discuss possible enhancements at each location.

As of Fall 2016 a letter has been compiled that will be submitted to all ROW property abutters providing them with notice of the Towns intention to visually mark the various ROW's in the community, with the appropriate CRMC public access signage and by visually marking the

properties corners. In addition, maintenance assents have been field with CRMC for seven(7) existing ROW's, for minimal clearing of trails, delineation of property bounds, installation of CRMC signage and other minor improvements.

- b. Maintenance continues to be one of the greatest challenges in terms of the sustainability of a ROW program. Town staff are working with neighbors in an attempt to secure the necessary assistance in this area. Discussions on the possibility of alternate funding sources in this area is being researched.

B. Improve restroom facilities and parking accommodations at Mackerel Cove and Fort Getty;

- a. Funding in the amount of \$25,000 was approved for the replacement of restrooms at Mackerel Cove as part of the FY2015-16 Capital Program. The Town is in the process of seeking the necessary CRMC permitting to install this improved facility. The portable structure remains in the design and permitting phase and after additional public input is secured, construction will be performed in-house by Town personnel. Based on the timing of this project, installation may be delayed until the 2017-2018 summer season.
- b. Discussion regarding improved restrooms at Fort Getty is continuing with more formal discussions expected to occur as part of the 2016 season review discussion with the Parks and Recreation Department. The future of both the lower and upper structures remain in question, and the need to replace both facilities is a priority improvement needed in the park. The concept of a shared facility in the park accommodating public restroom/shower use, park storage and program space is also being researched with the potential of a third party partner relationship. The Town is planning to complete the design of the new facilities during the winter/spring of FY2016-2017 with construction considered for the fall 2017 and spring 2018. A two-phase RFP has been drafted to develop a coordinated architectural style for the park to include a town accepted vision for new gatehouse, a maintenance building with public bathrooms and a sailing/marine education/multi-purpose building with public bathrooms. In addition, a second phase will include architectural design and bid documents of the new gatehouse and maintenance building including public bathrooms.

C. Continue improvements to the Pier, Ramp, Boat Storage and Water Access at Fort Getty;

- a. A thorough review of existing facilities is underway, Town staff has been in communication with RIDEM officials regarding various grant programs available to assist with the refurbishment and improvements to the Fort Getty waterfront. This in concert with a long-term Capital waterfront funding commitment and planning by the Harbor Commission will be necessary to support any major improvements that are desired.

D. Refresh long-term plans for Fort Getty and Fort Wetherill in assessing future improvement and development options for each property;

- a. Fort Getty long-term planning is set to be revisited in late 2016. Ongoing discussions include the refurbishment and possible relocation of existing restroom facilities, the construction of a new gatehouse, the completion of Pavilion improvements in 2016-2017, improvements to the waterfront facilities, and possible enhancements to the historic military facilities.

E. Review the parking design at East Ferry and plans for rehabilitating the East Ferry-Ferry Landing;

- a. Review of the East Ferry parking area and sidewalks remains ongoing with a funding recommendation planned for the FY2016-17 budget program. This project will be phased with curbing and sidewalk reconstruction followed by pavement reconstruction. In terms of the importance of the East Ferry area to the community, this project is deemed a priority to be

considered in the upcoming budget cycle. A design will be presented to the Town Council for approval in Fall/Winter of 2016-2017.

- F. Provide support for all community appropriate sailing, fishing, and marine-based activities; and*
- a. The Parks & Recreation Department began offering weekly paddle board and kayak lessons as part of its Summer Camp Program through a partnership with Jamestown Outdoors. The classes were well attended and there are plans to expand the program for the 2017 season.
 - b. The Parks & Recreation Department offered Adult Paddle Board Lessons weeknights at Fort Getty through Jamestown Outdoors.
 - c. Partnering with the Friends of Jamestown Rights of Way, the Parks & Recreation Department offered three events to help bring awareness to the ROW's as well as introducing paddle sport opportunities to the public.
 - i "Pancakes & Paddles" was held at Head's Beach was held on July 23. Over 50 people were in attendance including individuals and families. People were treated to a light pancake breakfast and the opportunity for a brief paddle board lesson offered by Jamestown Outdoors.
 - ii Two "Adventure Paddles" were arranged, one to leave from Park Dock and the other around Sheffield Cove. However weather and safety concerns prohibited the events to take place. Future Events will be scheduled in 2017.
 - d. In conjunction with CISF, in the Fall of 2016, the Parks and Recreation Department began offering an Outdoor Exploration Program at Fort Getty for Middle School Students. The program was taught by an Outdoor Educator, middle school aged children explored the rocky shoreline learning much about the ecosystem and its inhabitants.
 - e. The Harbor Commission is presently performing a complete review of the kayak, paddle board and dingy rack programs, pertinent regulations and the corresponding wait list and fee structures.
- G. Complete components of bike path improvements and continue to assess options for integration of pedestrian/bicycle paths and trails connecting key areas within the community;*
- a. North Pond connector design funding approved in FY2016 capital program, with award of contract made in August 2015. Pare has completed the design of the bridge spanning the spillway at the North Reservoir and the project is ready for construction. Request for CIP funding is anticipated in the FY 2017-2018 and FY2018-2019, unless alternate funding can be secured to support the project. This project was delisted from the 2017-2025 State Transportation Improvement Program and the Town did provide an official objection to this action.
 - b. North Road reconstruction beginning in FY2016, with three year(three phase) road drainage and repaving program accompanied by a fourth phase that includes a bike path/trail connector from West Reach to North Pond to interconnect with the North Pond Connector that exits onto Eldred Avenue. Project completion anticipated in FY2019-2020, based on funding availability. The construction of the first phase of the North Main Road Improvement project began in September 2016 with the installation of drainage between West Reach and Sloop Street. We are anticipating this phase of drainage installation to be complete before winter shut down in 2016. Staff is currently working on the drainage design for the second phase of the project between Sloop Street and the North Reservoir for submittal to RIDEM wetlands for approval. Installation of the drainage for the second phase will be completed during the 2017 construction season.

4. Recognize the Importance of the Village as the Town Center, the Focal Point for Most Community Activities

- A. *Encourage economic development, especially in prime and undeveloped properties to achieve suitable commercial and retail growth, with emphasis on the Town Center and waterfront;*
 - a. Consider the development of an Economic Development Committee to guide a local process. The sustainability of Jamestown’s economy will be a specific topic addressed during the Sustain Jamestown program. Discussions are ongoing with cultural arts-based organizations in developing concepts around exposure to the wealth of the artist community residing in Jamestown and how this resource can be harnessed to benefit the community and commercial district. This group is hosting an internal organizational meeting in July 2016 with the hope of moving the program forward during the fall 2016. The first phase of the initiative includes public engagement and information gathering to assess the community’s sentiments regarding the arts and culture program. One of the group’s goals is to assess the accuracy of the local sentiment on this topic. Discussions are also occurring with business owners/Chamber of Commerce seeking alternative methods to attract unconventional businesses and entrepreneurs to the community to fill vacant storefronts.
- B. *Continue to work with Newport County Communities, Washington County Regional Planning Council and local organizations (i.e. Chambers of Commerce) to develop strategies to encourage investment and business sustainability in the village;*
 - a. Discussion is continuing with the Washington County Regional Planning on the street light purchase and replacement program; Town also looking into other options for street light replacement with neighboring Town’s. The Town is scheduling a presentation on the Prism program and the 372 inventoried street lights in town for some time in January 2017.
 - b. Progress is continuing with the development of a Newport County EDC agency to champion the opportunities that exist in each participating county community for business retention and new business development; meetings are continuing and all Newport County Communities have committed varying financial commitments to implement this program in FY2015-2016. Officials from each participating community are continuing to meet in the development of this regional organization throughout FY 2016-2017 and preparing to move to the next phase of organizational development in 2017. The next meeting of this group is scheduled in November 2016.
 - c. The development of an economic development committee is something that the community may want to consider in the near future. The question still exists as to whether a formal committee is necessary for EDC progress or a more well-organized effort by the private sector with the town supporting the effort could address this specific need. Town staff have been working with the Chamber of Commerce on the installation of an informational kiosk in town to provide members with improved marketing opportunities; targeted conversations with individual commercial investors is continuing regarding properties that are presently available for possible development in the village. The Planning Commission will engage the Chamber of Commerce during the Sustainability Planning in the Winter of 2017.
- C. *Ensure that future development and renovation in the Village maintains small scale and “walkable” character, while supporting businesses and investment that will encourage residents’ and visitors use;*
 - a. More detailed discussions need to occur on this topic in order to agree on best and appropriate practices in this area.

- D. *Provide improved customer and employee parking in the village;*
 - a. Continue to seek opportunities for parking enhancements in the village and encourage businesses to coordinate off-site parking for their employees. Seek Planning Commission attention to this issue in their review of applications in the Village District. Additional consideration should be given to the review of properties (possible acquisition) that may be able to assist in either seasonal parking, event parking or additional dedicated parking for local uses.
- E. *Develop a policy regarding preservation of historic structures in Village;*
 - a. This topic has previously been divisive within the community with various perspectives offered by Planning Commission members and residents. Further discussion and research should be conducted in order to assess the need and/or support for such a policy/regulation in the community.
- F. *Support the development of a Community Center, with the support and for the benefit of community organizations and residents;*
 - a. Continue to evaluate the options available to diversify the use of the existing community center facility (Recreation Dept.). Also, consider possible enhancements and/or repurposing of areas in other public facilities, including the Library, EMS Barn, Schools and quasi-governmental buildings like the Grange, for such purposes. The Library Building project in particular is one that has raised this point as nationally Libraries are taking on an expanded role with the changes in services, technology and community demand. Research and communication on this item is ongoing and dependent on future public, private and grant funding to support any such initiative.
- G. *Complete the planning, design and construction of consolidated Fire/EMS station; and*
 - a. The bid for the project was awarded by the Council to Iron Construction for \$2,129,500 in June 2016 and the Council has decided to continue discussions pertaining to the possible addition of several add alternates pertaining to roofing and siding options and the potential allocation of contingency funding to address any unknowns later in the project. The overall authorization amount for bonding was \$2.2 million.
- H. *Coordinate planning, design and capital campaign activities with the Town's Library Board in guiding plans for future building improvements and the establishment of a Library endowment.*
 - a. Library Board is progressing with the organization for a Capital Campaign; evaluating its relationship with Friends of the Jamestown Library (501-c3); Building Committee is continuing to review the Library needs assessment and preliminary architectural designs; OLIS Consultant has been selected by Trustees per a requirement of the OLIS program; and alternative financial resources are being researched (Champlin Foundation, RI Foundation, OLIS, etc.) The Building committee has completed a community survey to assess any new input and/or changes in community sentiment regarding library services and the proposed facility enhancements. The results of the survey have been compiled and have been reported out publicly. The building committee has moved on to the building design phase in evaluating the physical needs of the Library. *The Board of Trustees for the Library began this process in 2011.*

5. Support Cultural, Civic and Recreational Opportunities that Promote a Sense of Community

- A. *Implement an improved Parks & Recreation program based on resident need and ongoing community assessment;*

- a. Beginning in spring 2016, the Parks and Recreation Department has offered an expanded program base. Programs now run on a scheduled 4-season schedule with 8-10 week sessions. Youth Programs such as gymnastics, pee-wee PE, and youth yoga are now being offered. Added Teen Center programs such as crocheting, sewing, baby sitting and hip hop dance have been offered. Adult Programming has been expanded by the addition of programs such as Dog Obedience, Adult Kickball, Pickleball, and Line Dancing. Programs are being evaluated after each session and new programs are scheduled to be added in upcoming seasonal sessions. An additional workshop was held in June 2016 that focused on the facilities that the department oversees, including several that the department has recently applied for state RIDEM grant funding. This discussion concentrated on the Towns playground and Lawn Avenue recreational complex.
- B. *Provide expanded, accessible and diversified program offerings for Jamestown's seniors;*
 - a. *In the winter of 2016 the Parks & Recreation Department began its support of the Senior Services offered in Jamestown. The Senior Coordinator has been reporting to the Recreation Supervisor to expand and develop a well-balanced slate of senior programming. Programs have expanded since then through community partnerships with the Garden Club, Jamestown Fitness, and Library. Weekly programs as well as stand-alone one day events have been added to the schedule including mah-jong, balance, and Zumba. Daily trips have been offered to Foxwoods, Trinity Theatre, and the State House. Routine conversations with the Friends of Jamestown Seniors are conducted to fill in potential gaps in programming. All programs are evaluated and additions are planned to the quarterly schedule.*
- C. *Continue to maintain a strong partnership with the Jamestown Schools;*
 - a. The Town maintains a close working partnership with the District and individual School Administrations, in terms of municipal department interaction, coordinated budgeting approach including capital program and long-term debt requirements, pension matters, as well as statewide financial issues and concerns, etc.;
 - b. The library participates and promotes in collaboration with the Jamestown Schools, a summer reading program; Afterschool activities: Book Groups, safe haven and meeting space, tutor space as well as class visits including library use instruction from professional librarians;
 - c. Coordinated use and maintenance of indoor and outdoor facilities continues by the Recreation Department for community programming and the board of canvassers for various town election functions.
 - d. Other town departments including Police and Fire provide for educational opportunities including a presence in the schools to establish stronger ties with the student and school department populations.
 - e. Annual 5th Grade class visit to Town Hall and tour of the Town Clerk's Office, Vault, Historical Society Conanicut Land Agreement of 1657 Exhibit, and Town Council Chambers with explanation of town department operations. The history of the Town Hall and the origin of the Town Council form of government and its function also reviewed, with the assistance of a Town Council member. This activity is coordinated through the Town Clerk's Office.
 - f. The Parks & Recreation Department has begun to build partnerships with the Jamestown Schools collaborating on student input projects regarding the renovation of the Community Playground. The Melrose students were asked to draw pictures of what they would like to see at the new playground. The Teen Center Coordinator makes routine visits to the Lawn School to promote teen programming and building strong relationships with the staff and students alike.

- D. *Review the need for additional community space, condition and quality of space, and long-term funding options for improvements;*
 - a. The Council may wish to consider the reformation of the Buildings and Facilities Committee to provide useful input into this analysis. Ongoing at this time is the work being performed at the Library through the efforts of the Board of Trustees who are looking into the redesign of the facility and improvements to the existing structure to meet the needs of the community; Initial review of restoration work needed at the Recreation Center facility is underway with smaller projects being addressed by Town staff and larger improvements yet to be fully defined; and further review is being performed for the construction of a new Clubhouse at the Town Golf Course. The Town Council directed staff to hire an architect for design of the new golf course clubhouse facility in 2013.
- E. *Complete the planning, design and refurbishment of PAC facility as a potential new recreation center, subject to voter approval;*
 - a. This property has been sold and project is no longer viable. Ongoing discussions continue in review of alternate Town facilities to consolidate services or to provide for expanded recreation space.
- F. *Support the development of a Community Center, with the support and for the benefit of community organizations and residents;*
 - a. Continue to evaluate the options available to diversify the use of the existing community center facility (Recreation Dept.). Also, consider possible enhancements and/or repurposing of areas in other public facilities, including the Library, EMS Barn, Schools and quasi-governmental buildings like the Grange, for such purposes. Research and communication on this item is ongoing and dependent on future public, private and grant funding to support any such initiative.
- G. *Coordinate planning, design and capital campaign activities with the Town's Library Board of Trustees in guiding plans for future building improvements and the establishment of a Library endowment;*
 - a. The Board of Trustees are moving forward in this area with planning and design work on a redesign of the facility and planning of a capital campaign and partnership with the Friends of the Library in terms of managing private donations raised during the campaign to support the building project and the establishment of an endowment to support future library needs. Discussion with the Friends and evaluation of other organizational models for a capital campaign are being evaluated by the LBOT. The matter of expanding the Library endowment required further discussion in terms of the future use of this funding and coordination with long-term goals of the Town Council and community.
- H. *Coordinate planning for the replacement of the Town's playground with proposed library improvements, safe routes to school and neighborhood;*
 - a. The CIP for FY2015-2016 included the first allotment of funding for the refurbishment of the Town's playground and with a second amount in FY2016-2017 at total of \$85,000 in CIP funding is available. It is anticipated that this project will cost in the range of \$250,000 - \$300,000 to fully develop. The remainder of resources required will be made up from the \$100,000 grant award from RIDEM and funds being raised for the Ryan Bourque Memorial. A total of \$243,000 is available as of November 2016.
 - b. As part of the playground enhancement, the Public Works Department is working on a redesign of Valley Street in order to provide for angle parking along the playground and the installation of a sidewalk to tie-in with the sidewalk to be installed along North Road.

- c. The Town has authorized Crossman Engineering to proceed to 90% design on the Safe Routes to School program (which has been completed), specifically addressing the parking, sidewalks and crosswalks along North Road adjacent to the Library and Playground. The Town staff are planning to meet with Federal and State Highway officials, including a representative from the Narragansett Tribe regarding the next step in the authorization process.
 - d. Informal discussions have occurred involving the Town, Library staff/Board of Trustees, select artists, the JAC and Worldway Social Marketing representatives, regarding an investigation into submitting a Planning grant with the National Endowment of the Arts (NEA). This grant that would be submitted in FY2016-2017 would involve the development of a Master Plan that would reflect the physical and programmatic integration of various public and private entities in the Village. This integration possibly culminating in the creation of a Cultural distinction that could be branded to attract and service residents and visitors. Future meetings are being planned with various partners to assess public sentiment to the concept of coordinated programming and marketing of arts/culture-based programming along with various municipal initiatives all that provide for ancillary benefits and support of the business community.
- I. Complete the 90% design phase and secure approval to initiate the implementation of the Safe Routes to School program;*
- a. The consultant (Crossman Engineering) has completed the 90% design phase plans that will prompt the initiation of the implementation phase of the program; Town staff are in contact with Federal and State Highway representatives and will be meeting once this next phase is completed.
- J. Complete components of bike path improvements and assess options for integration of pedestrian/bicycle paths and trails connecting key areas within the community;*
- a. The final design has been completed by (PARE) the project consultant hired to complete the design work on bike path connector (bridge design) at North Pond. CIP funding will be requested in future budget cycles for the construction of the project.
- K. Review the need for a new Golf Course Clubhouse project and related facility needs;*
- a. Project options are still under review although planning will recommence in fall 2016. The operators lease expires in 2016 with the Council having approved a 1-year extension to allow for a thorough RFP process to commence and for the building plan to be developed. Overall need established during prior review of Building and Facilities Committee. Staff is preparing to re-engage the architect of record to finalize a draft plan for Town Council review in early 2016. The architect has been reengaged with a meeting planned in early December 2016. The goal of the administration is to have a viable plan and funding options presented to the Town Council in preparation for a 2017 referendum or the 2017 FTM. Additional public discussions and work session are recommended.
- L. Acknowledge and support social and cultural organizations in the allocation of town spaces (meeting rooms) and services (security for events); and*
- a. This remains on ongoing discussion amongst community groups. Thoughts on this topic are being revised since the PAC was not acquired by the Town. Social and cultural organizations remain interested in addressing this ongoing space issue and are seeking to creative options to do so. Town staff are working on research for future improvements to the Recreation Center space, repurposing opportunities of other Town/local facilities, and future opportunities to collaborate in the development of a solution to this challenge.

M. Complete Fort Getty Pavilion improvements;

- a. Pavilion Improvements are approximately 85% complete as of summer 2016 with the anticipated completion date estimated in spring/summer 2017. Additional improvements still pending include, stonework on the east and west needs of the structure, hardscape paver walkways, and expanded shell surfaced walkways and additional lighting fixtures. A fundraising component has surfaced with this project, with donors being sought to fund several of the final finishing elements of the project. The western side of the pavilion includes the construction of an outdoor fireplace and stone sitting wall. Construction of the foundation for the chimney is complete however additional funding is required to complete that element of the design.*

6. Promote a Sustainable Jamestown

A. Adopt Sustainable Jamestown Plan that supports community goals;

- a. Process scheduled to begin in 2016. Horsley Witten Group was hired and have begun the planning process.*

B. Support initiatives that encourage farming, sustainable agriculture, fishing and aquaculture;

- a. Town staff working on elements pertaining to support for aquaculture and farming initiatives. In 2015-2016 the Town has supported an expansion of oyster and seaweed farming in leases on the west side of the island.*

C. Ensure that future development and renovation in the village maintains small scale and “walkable” character, while supporting businesses and investment that will encourage residents’ and visitors use;

- a. Town staff working on an update as to various initiatives to address this element.*

D. Promote the use of green technologies and energy conservation;

- a. RISE completed an audit of lighting for the Town Hall, Library, Police Station, Highway Garage, and Recreation buildings in January 2016. The lighting improvements for each of the buildings will be funded through future capital budgeting proposals. The Sustainability Plan will assist in the energy planning for Jamestown.*

b. Research grant opportunities to support town-wide energy conservation measures and energy-based facility improvements; and

- 1. The Town is taking on this initiative in terms of planned energy enhancements to all town facilities and town-wide street lighting replacement and these improvements are a major part of the work being performed as part of the library redesign efforts, in terms of energy efficient lighting, HVAC systems and water conservation.*

2. Take part in initiative to improve energy efficiency of Town street lights, while curbing light pollution and improving traffic safety;

- i. Town staff are evaluating several options in this regard. Continued efforts by the Washington County Regional Planning Council with the PRISM program, along with National Grid programs and other sub-groups of Rhode Island Town’s will all provide the community with viable alternatives in the next year to consider moving forward with this effort. The preliminary assessment of the Towns street light inventory has been completed and we are awaiting approval for Phase 2 of this assessment in order to move toward purchase of the inventory and the eventual change in ownership and implementation of more efficient lighting fixtures.*

7. Ensure Housing Affordability and Provide a Range of Housing Choices for Residents

- A. *Develop, renovate or restore units of affordable housing by promoting affordable accessory apartments and existing opportunities to subdivide lots for affordable housing purposes;*
 - a. *Program remains active and is continuing.*
- B. *Develop new strategies to buy “development rights “ for existing homes, allowing current residents to age in place;*
 - a. *Affordable Housing Trust Fund implemented and presently active.*
- C. *Encourage the development of an Affordable Housing Trust that could include private donations;*
 - a. *Program approved, funded and implemented.*
- D. *Support the development of additional affordable housing units;*
 - a. Review of new opportunities for affordable housing development remains ongoing. The Tax Assessor’s office will assist in the identification of potential affordable housing properties. Several properties in the Village are under review at this time as possible candidates. The former PAC property is moving through the review process with a private developer proposing 16 units, including 4 affordable. Phase 1- broke ground in fall 2016 with building-1 and building-2 is expected to follow shortly thereafter.
 - b. *Review strategies for creating or subsidizing work-force housing for Town employees;*
 - 1. Very little interest has been expressed in this area by town personnel, although further research is needed.
 - c. *Research additional funding sources to support housing initiatives;*
 - 1. Research is ongoing, future updates to be provided.
 - d. *Complete Rules and Regulations for Affordable Housing Revolving Fund project eligibility;*
 - 1. Completed on 5/18/2015.
- a. *Continue to provide stable and consistent annual grant funding for housing programs*
 - a. In FY2015-2016 Town providing consistent \$75,000 in grant funds for affordable housing opportunities. \$400,000 Revolving fund local program also activated in FY2015-2016.
- E. *Foster and expand partnership opportunities with Housing Agencies seeking to build-out projects;*
 - a. Educate the community as to the importance of this initiative, the existing Affordable Housing Funding Programs and the efforts of the Affordable Housing Committee;
 - 1. Education Program efforts remain ongoing through the efforts of the Planning Department.

8. Senior Citizen Programming and Services

- A. *Ensure Senior Citizen program, facility, transportation and funding needs are being met.*
 - a. Coordination with Senior Association Board and Senior Program Coordinator is ongoing with communication occurring as to expanded program opportunities inside and outside of the community, including expanded transportation services. These services are to be supported by the Association, jointly with the Parks and Recreation Department. Additional staff and facility coordination is being implemented via improved communication amongst agencies and personnel involved. Quarterly

reports being submitted by Association to Town regarding meals, programming data and other pertinent information. The Town also provides guidance in the areas of payroll, information technology and purchasing procedures. Library programs and services are available seniors and include home delivery of materials and assistance within-home library technology.

1. The Tax Assessor's office will continue to assist seniors with the Elderly Exemption Program, which aims to help qualifying seniors remain in their homes by offering them a reduction in taxes. The Elderly Exemption Program continues to provide generous and effective financial aid to Jamestown's low income seniors.

Goal: Ensure Effective and Accountable Town Government

1. Improve Access to Local Government

- A. *Improve services provided by the Town's web site;*
 - a. *Enable on-line application process and payments;*
 1. The Finance Department has established an on-line payment system for water/sewer payments for credit card use through a third party vendor at no cost to the Town. This work has been completed and is actively in use.
 2. The Tax Assessors/Finance Department are collaboratively working on placing all motor vehicle and real property data on-line which will add great flexibility and search capability of the data by residents.
 3. Research is being conducted into various accounting systems that would provide more direct access and transparency with Town revenues and expenditures.
- B. *Encourage both internal and external public engagement and pursue cooperative relationships with various local, state and regional organizations;*
 - a. Town staff are continuing to work on the development of public engagement opportunities with local, state and regional groups. An example of this includes, joint efforts to address the cost of street lighting, economic development efforts in Newport County, broader County and statewide efforts as organized through the RI League of Cities and Towns.
 - b. The Town is working on assessing various electronic means to engage the public and secure increased participation on various local issues. This effort is presently tied to the work of the local arts and culture groups that are also developing a means to generate similar input on residents' perspective on the arts and culture presence in the community. A consistent and easily accessible means to provide such input could assist the town on numerous projects and initiatives in future years.
- C. *Continue to foster volunteer initiatives and seek increased public participation; and*
 - a. Various Town Departments have engaged the support of volunteers in the community and are working collaboratively on a number of local initiatives, including but not limited other broad structure of volunteer boards and Commissions in the community. Some of the more active groups today involve, the Friends of Jamestown ROW's, the Taylor Point Restoration

Association, Historical Society, Arts groups, Scouting Groups, Rotary Club, and the Friends of the Jamestown Philomenian Library.

- D. *Maximize use of local media, internet, and Town's web site to improve public access to information.*
 - a. The Department continues to be very active in maintaining current and useful information on the Town's website. Additionally, the department uses a very active Facebook account informing the residents of events, noteworthy achievements within the department and emergency conditions i.e. weather events.

2. Maintain the Town's Remarkable Sense of Fiscal Responsibility

Strive for financial stability and sustainability in the Town's Enterprise Fund programs;

- a. The Town has completed the negotiations of the three Town marina leases. This was completed with the goal in mind of achieving improved services and revenue generation allowing for increased investment through the Town Waterfront Fund in future waterfront projects.
 - b. Town staff has begun to implement a needed restructuring of the management and staffing of Fort Getty to address financial stability, asset maintenance and sustainability of the site. The full implementation of this program is expected to take 1-2 additional seasonal cycles to complete.
 - c. The Towns Golf Course completed its debt payments in 2007, stemming from the original Bond authorization of \$1,750,000 and as of today is generating \$150,000 annually as a transfer to the General Fund and \$25,000 for the golf course capital fund. The lease for the course operation has been extended through the 2017 season and an RFP is being developed for release during the winter 2016 for Town Council consideration for the next long-term lease.
- B. *Continue to pursue cost recovery and revenue generating strategies in the Water & Sewer Division to provide for rate stabilization;*
 - a. Town staff have been working on options to impact revenue enhancement opportunities in both the water and sewer divisions. An aggressive program of renegotiation of utility cell tower leases has been somewhat successful in the water division, and the possible lease of communication cabling to the Turnpike and Bridge Authority for redundancy purposes may provide much needed support to the sewer division in the next year.
- C. *Maintain open communication with the School Committee/Administration to allow for coordinated approach in achieving transparent financial management practices;*
 - a. Ongoing dialogue with the School District. Annual budget meetings are planned with the Superintendent in anticipation of the joint meeting the Town Council and School Committee in preparation of developing the Towns annual budget. Discussion on consolidation of services, long-term debt coordination and addressing various forms of long-term liability are held on an as-needed basis.
- D. *Implement a Capital Budget year closeout process for projects to assess the need for project continuation;*
 - a. Closeout of CIP projects is reviewed on an annual basis during the budget process and managed in the Finance Department.

- E. *Ensure a clear process and stable funding source to support Town waterfront improvements;*
 - a. Revisions to the Harbor Management Plan and Ordinance have provided for the Waterfront Reserve Fund in conjunction with annual harbor commission funding and periodic Town Capital Funding to provide the consistent availability of funding in this area.
- F. *Streamline the local government process, by improving efficiency through prioritization of resource allocation, and continual review of unfunded mandates;*
 - a. Internal and external assessments are being performed annually in reevaluation areas where improved efficiencies can be achieved. An example of this is a reduction in 20% of the Tax Assessor services in FY2015-2016 and a statewide effort being considered locally for the consolidation of dispatch services.
 - b. With the hiring of a new Building/Zoning Official the existing permitting systems in that office are under review for potential updating and online options. The State is presently managing a PILOT program for a new statewide e-permitting system that may the Town may want to consider in the future for implementation.
 - c. The consolidation of the Fire Department into one facility and the centralization of dispatch services in the Police Department are steps recently taken to improve efficiency and streamline the government process.
 - d. A merger has been facilitated with NAGE 68 with the positions of the Harbor Clerk (union position 30 hr.) and Police Chief's Administrative assistant (non-union 30 hr.). This position has been located at the Police Station, thus consolidating the Harbor Division activities the Station and streamlining staffing to one full-time position (37.5 hrs.).
 - e. With the resignation of the GIS and Environmental Coordinator planned in late January 2016, an opportunity to seek a realignment of this position and its duties *has become available*. This position has been filled as of spring 2016.
 - f. The Harbor Master position was negotiated out of the NAGE 69 agreement during this most recent round of negotiations and the scope of annual duties has been reduced.
- G. *Continue to maintain a favorable bond rating; and*
 - a. This effort is ongoing with a continual focus on prudent budgeting and fiscal responsibility. The town's recent upgrade to a (Aa1) rating, up from the former (Aa2) rating is very strong rating and only one of five towns in Rhode Island to achieve this standing. The Town has already reaped the benefits of achieving the rating upgrade with savings on a bond refinancing and on the debt associated with the Fire Station project.
 - b. In order to maintain fair, accurate and up-to-date property values, the Tax Assessor's Department conducted a scheduled 3 year Statistical Revaluation as of December 31, 2015. The new assessments, which were reflected in our 2016-17 tax bills, are being monitored closely in order to evaluate the fairness of the revaluation project. Real estate sales has remained very strong in 2016 and the new assessments are proving to be quite accurate, with the average ratio of assessments to sales prices at a healthy 94%.
 - c. With the RI State pension suit having been settled, further investigation was initiated by the Town and School to assess the need for a dedicated Trust Fund to address future OPEB liability. The Town Council and school Committee decided to enter the RI Interlocal Trusts OPEB Irrevocable Trust Program in FY2016-2017. The school department has already transferred \$500,000 of their assigned reserve funds and recently authorized a second transfer of

\$500,000 into the Trust. The Town and School have also transferred their PAYG – pay as you go - annual funds into the trust for FY2016-2017. Revisions to the GASB regulations may in fact impact the Towns bond rating should funding not be dedicated for this purpose.

- H. *Develop a consistent and equitable fee policy and rate structure for outside organizations when public safety details are required.*
 - a. This effort is limited by the collective bargaining agreement language and will need to be addressed in future negotiations.
 - b. In discussion with the RI Interlocal Risk Management Trust representatives, the concept of using trained CSO officers and/or retired law enforcement officials to assist in filling open details has been implemented to provide the additional support needed.

3. Maintain and Improve Town Infrastructure

- A. *Continue to support the Towns Pavement Management Program;*
 - a. *Complete the drainage and road reconstruction of North Main Road in accordance with the Towns Pavement Management Plan;*
 - 1. Drawings were completed in August 2015 for submission to RIDEM for review and approval, with the Phase I drainage permit having been secured. Drainage installation between Sloop Street and West Reach began in September 2016 with an estimated completion date of December 2016. Drainage design has begun on the second phase between Sloop Street and North Reservoir. Plans will be submitted to the RIDEM for approval during the winter of 2017.
- B. *Complete planning, design and construction of consolidated Fire/EMS station;*
 - a. The bid for the project was awarded by the Council to Iron Construction for \$2,129,500 in June 2016. The overall authorization amount for bonding was \$2.2 million. Estimated project completion period, is spring/summer 2017.
 - b. The Building and Zoning Department will be working with the Planning Office, TRC, Planning Commission and Zoning Board to ensure compliance of this project with the Building and Zoning Codes.
- C. *Complete the planning, design and refurbishment of PAC facility as a potential new recreation center, subject to voter approval;*
 - a. Property has been sold and project is no longer viable.
- D. *Review the need for additional community space, condition and quality of space, and long-term funding options for improvements;*
 - a. The review of community needs in this area is an ongoing process with additional discussions planned in fall/winter 2015. The library currently acts as a defacto secondary Community Center offering resident instructed classes, meeting space for non-profit Boards, community organizations and groups: Children’s programming, story hours, book discussion for adults and children, the Friends cultural and educational programming. Future needs in the area of a community wide center, inclusive of recreation programming and senior services will require further community discussion and research.

- E. *Coordinate planning, design and capital campaign activities with the Town's Library Board in guiding plans for future building improvements and the establishment of a Library endowment;*
 - a. The Board of Trustees are moving forward in this area with planning and design work on a redesign of the facility and planning of a capital campaign and partnership with the Friends of the Library or potentially a separate 501-c3 in terms of managing private donations raised during the campaign to support the building project and the establishment of an endowment to support future library needs.
- F. *Coordinate planning for the replacement of the Town's playground with proposed library improvements, safe routes to school and neighborhood;*
 - a. The playground program presently has \$243,000 available as of November 2016 for the replacement and upgrading of the Town's playground. This total is made up of \$85,000 in Town CIP funds, a \$100,000 RIDEM grant and private funding from the Officer Ryan Bourque Memorial. Informal discussions have begun involving representatives for the Library staff, Library Board of Trustees, Town Administration and JAC regarding the coordination of infrastructure improvements and programming. Additional public discussion and research is required.
- G. *Complete the 90% design phase and secure approval to initiate the implementation of the Safe Routes to School program;*
 - a. *The consultant has completed 90% design phase plans that will prompt the initiation of the implementation phase of the program;* Town staff are in contact with Federal and State Highway representatives regarding review of the 90% plans.
- H. *Complete Fort Getty Pavilion improvements;*
 - a. Landscape improvements are complete. Walkways, field stone seating areas, and chimney foundation will be completed as of summer 2016. Modular Bathrooms have been installed by the highway department and are in use for the 2016 season. Additional grounds work is needed in FY2017 and should be completed by spring 2017.
- I. *Complete components of bike path improvements and assess options for integration of pedestrian/bicycle paths and trails connecting key areas within the community;*
 - a. This is an ongoing discussion, with existing projects including the safe routes to school program, North Reservoir connector and North Road path proposals. Design of the bridge crossing the North Reservoir spillway is complete and the project is ready for construction pending future funding. The North Road path is part of a 4-5 year program to reconstruct the final two phases of the North Road Drainage and repaving project. This work is also subject to available funding.
- J. *Continue to study the need for a new Golf Course Clubhouse and equipment storage facility, design, funding, lease solicitation and program implementation schedule;*
 - a. This project was placed on hold pending the outcome of the PAC referendum. Town staff are planning to reengage this process in fall 2016 along with considerations regarding an RFP for a new lease on the Town Golf Course for 2018.
- K. *Perform evaluation of existing Town assets in assessing options for improvement, repurposing, or removal from Town asset list; and*
 - a. The Department was actively seeking a \$200,000 grant through the FEMA Hazard Mitigation Grant Program which was to be committed to the Bay View Drive revetment project. This

project was ultimately funded through the Town Capital Projects at a much reduced overall cost. The project was completed in the summer of 2016.

- L. *Refresh long-term plans for Fort Getty and Fort Wetherill in assessing future options for each property.*
 - a. Rehabilitative work is continuing on the Fort Wetherill building, including the restoration of the exterior of the building, new windows and a new roof slated for spring 2017. The lease renewal with the FWBOA has been finalized and approved by the Town Council and FWBOA for the period, October 1, 2015 – December 31, 2020. Additional assessment of both properties for long-term options will recommence in fall/winter 2016-2017.

4. Pursue Effective Local, State and Regional Partnerships

- A. *Schedule routine public discussions with our local State Legislative team to educate them as to local concerns and areas of interest;*
 - a. This matter will be brought to the Council for consideration in the winter 2016.
- B. *Research regional and statewide programs for financial opportunity;*
 - a. The library staff participates in continuing education through OLIS and is a member of the Ocean State library Consortia. The Town supports professional staff development on a state, regional and national level.
- C. *Research grant opportunities to support town-wide energy conservation measures and facility improvements;*
 - 1. Take part in initiative to improve energy efficiency of Town street lights, curb light pollution and improve traffic safety.
 - a. Town staff are engaged with the RI League of Cities and Towns as well as other joint regional assessments as to the most efficient course of action and fiscally prudent choices to consider in this regard.
- D. *Adopt Sustainable Jamestown Plan;*
 - a. Town staff working on plan with selected consultant Horsley Witten Group that offers a Sustainable Design that promotes an integrated approach to development and redevelopment that considers natural resource protection and energy consumption through a holistic design approach.
- E. *Continue to work with Newport County groups, Washington County Planning, Jamestown Chamber of Commerce and local organizations to develop data and strategies to encourage investment and business in village;*
 - a. The Town is engaged with the regional organization representing Newport and Bristol County's to address this specific issue investment business and the health of our commercial districts.
- F. *Support and work with community organizations in the development of trails, walks, habitat restoration and programs that support residents' awareness and knowledge of the natural environment.*
 - a. Ongoing Projects include, the Taylors Point Initiative, Mackerel Cove Dune Restoration, the Creek Restoration program, Strom Drain Educational Program, Fort Getty Trails, active dialogue on access to North and South Pond property, and interaction with the State of Rhode regarding their local assets of Beavertail, Fort Wetherill and through CRMC and the permitting of aquaculture zones.

Goal: Ensure Public Health and Safety

1. *Maintain an Effective and Responsive Community Policing Program*

A. *Ensure that all public safety officials become familiar with the community and establish a positive working relationship with its residents;*

1. Improve and diversify a visual presence throughout the community, the schools, the waterfront and at special community events; and
2. Encourage community engagement with residents, local organizations, the schools, boaters and businesses by all Officials.

a. In 2014, the Police Department developed and adopted a detailed and specific plan to enhance the overall community policing effort. Since that time, a department-wide philosophy of community policing and building a strong relationship with the community has begun to develop. This includes officers attending a variety of community events, community group meetings, bicycle patrols, walking beats within the village, specific liaison officers assigned to the senior population and school department. A computerized system of monitoring all officer activities in these specific areas has been developed. All supervisors are held accountable by monthly monitoring and reporting of all community policing based activities.

b. The department has established the police leadership council which is comprised of a variety of local residents. The council has met on three occasions and will continue to meet bi-annually. Meetings to date have included discussions regarding police community relations as a local and national topic and police use of force as a local and national topic. We expect the next meeting scheduled for early fall to include additional participants such as high school aged residents. The Council assisted in facilitating a public workshop on police department matters and public engagement in the community.

c. The Police Department is significantly involved with the Local Traffic Committee as it weighs a wide variety of traffic related concerns.

d. The department hosted several public discussion opportunities in the spring 2016 regarding the Police Accreditation program, community policing and the department in general.

e. The department was awarded the 2016 community policing award from the New England Police Chiefs Association. Jamestown was one of only two communities to review this honor in 2016.

2. *Maintain a Safe and Secure Environment for Residents of all Ages*

A. Provide improved town-wide emergency and alert communication through the use of the Code Red Notification System;

1. The Police Department continues to maintain and use the Code Red System to notify residents as necessary due to local event related emergencies. The Department was a key stakeholder working with Rhode Island Emergency Management in the development of a statewide emergency notification system. This led to RIEMA contracting with Code Red to provide a statewide system. When fully implemented, it will result in a greater data base available to Jamestown and a cost savings to the Town.

B. Improve local systems to address community, school and Harbor needs during disaster events;

1. In 2015, the Police Department applied for a received a grant to fund the replacement of all 21 mobile radios installed in the entire DPW fleet of vehicles. This upgrade along with the transition to a high-band radio system will allow for reliable radio communications with all emergency personnel assigned to the DPW.
 - a. In 2016 a \$30,000 RIEMA Grant was secured for 800mh portable radios to equip the school department administration with improved communication to engage emergency responders.

2. *Secure a portable generator for use at Town Hall and to support other critical government functions; and*
 - a. In 2014, the Police Department applied for and received a \$17,500 grant to replace the aging and undersized generator at the police station. This project was funded through a combination of grant and local capital dollars. The end result was a 60 KW generator was installed along with a modern automatic transfer switch.
 - b. In 2015, the Police Department applied for and received a grant of approximately \$20,000 which assisted in the funding of 70KW portable generator to be assigned to the Town Hall in times of significant duration power outages. This generator has been delivered, is available for use and is stored at the DPW.

3. *Expand the Town's fuel capacity to support emergency operations and community need, when necessary and available;*
 - a. The Police Department has applied for a federal grant to partially fund the purchase of a 4,000 gallon diesel tank which will be installed at the Highway Department. The department was unsuccessful in their initial application, although ultimately received \$17,500 of the total \$35,000 project form RIEMA. The new 4,000 gallon diesel tank was installed in the summer of 2016.

4. *Achieve Police Department Accreditation;*
 - a. The Police Department continues to work toward accreditation through the Rhode Island Accreditation Commission with a full assessment planned in January 2017. The department just recently completed a mock assessment element of the process. Lt. Deneault has served as the primary individual responsible for this endeavor. In doing so the Department has revised the rules and regulations and presented this draft to the Town Council for consideration and adoption. Apart from the rules and regulations are the Department's policies and procedures. The existing 60 policies have been reviewed and resulted in the re-write and revision of 20 policies. An additional 52 policies have been developed and are currently under review. Nine job descriptions have been written and are under review. An in-house process of tracking all accreditations standards and the required proofs has been developed including the development and disbursement of nearly 12 reporting forms required for a variety of accountability tracking purposes.

5. *Maintain active MOU's and ongoing communication with our neighboring communities, State Police and Turnpike and Bridge Authority; and*
 - a. The Police Department currently has active MOUs with the Town of North Kingstown and the City of Newport. These respective MOUs require review and revision on a periodic basis and received Council authorization for FY2017.
6. *Adopt policy regarding town surveillance cameras.*
 - a. *A draft policy has been developed and no further action has been taken on this initiative. Dialogue should be re-engaged once the new Superintendent of School is in place.*

3. Continue to Support Volunteer Fire Department and EMS Modernization and Improvements

A. Complete planning, design and construction of consolidated Fire/EMS station;

- a. The bid for the project was awarded by the Council to Iron Construction for \$2,129,500 in June 2016 and the Council has decided to continue discussions pertaining to the possible addition of several add alternates pertaining to roofing and siding options and the potential allocation of contingency funding to address any unknowns later in the project. The overall authorization amount for bonding was \$2.2 million. Project was awarded in the summer of 2016 and the estimated project completion is spring/summer 2017.

B. Continue to monitor new ALS service and support EMS efforts to maintain and upgrade services;

- a. The Fire Department and specifically the EMS Division are in close contact with the Town in regard to this program. Additional updates regarding this program are anticipated in fall 2015, at which time we will have a much better sense of the accuracy of the Town's revenue and expense projects for this program. Additional updates on this program will be forthcoming. Tax Assessor's office will continue to offer the \$700 tax credit to qualified volunteers.

C. Evaluate future need for EMS Barn property and department facility placement in community; and

- a. This future discussion will commence as part of the FY 2016-17 budget process and later in the FY2016-2017 budget year.

D. Define and clarify a framework for the relationship between the Town and Fire Department/EMS.

- a. This discussion has begun in the fall/winter 2015 and is continuing into FY2017.

4. Support Water System Improvements

A. Continue to evaluate and improve water system infrastructure;

- a. Water Department and DPW completed the installation of a new 12" water main in High Street in the winter of 2015. Service connections will be completed in 2017. Anticipated completion fall of 2015. Staff will determine the next phase for water distribution improvements for the 2017 construction season.

B. Manage water supply to meet needs of all users; and

- a. There are 3 existing sources of water supply - North Reservoir, Well JR-1, and South Reservoir (transfer to North Pond). Limitations continue to exist regarding the yield capacity of the water system and the demand to increase the size of the district and user base, beyond those properties already recognized in the buildout analysis.

C. Continue to research rate stabilization options;

- a. Driven by capital infrastructure investment of \$50,000 annually which is insufficient to meet the districts needs and general operating costs and conservation and annual usage, predicated on water restrictions limits the Towns ability to stabilize rates at this time. There remains significant needs in water infrastructure in the short term which includes the South Reservoir Dam reconstruction and Long Term capital requirements for a large investment in distribution piping estimated to be in the millions.

Revenues are annually driven by water usage, the need for water restrictions and the inability of the Town to dramatically expand the size of the district, based on properties within the district that have the right to tie-in at some point in the future, based on the calculated capacity of the system.

5. Support Continued Wastewater System Improvements

A. Continue to evaluate and improve wastewater system infrastructure;

- a. Sewer Lining and Rehabilitation of approximately 9,000 linear feet of sewer interceptor main was complete in the spring of 2016. Staff is evaluating the sewer collection system for additional sections of piping that requires slip lining and rehabilitation using the funding remaining from savings from the first phase of the project.

B. Monitor methods to limit excess wastewater flow to collection system; and

- a. Additional slip-lining will be required to eliminate sources of I-I to the system, which drives increased operating costs of the plant. Significant rainfall realized in the fall 2015 increased the flow at the plant from 100k to 1 million in less than 2 hours, which indicates significant I-I into the system. Funding is available to complete additional slip lining of the sewer collection system piping due to savings from the sewer interceptor lining project. Staff is reviewing the collection system to determine sections that are a priority for lining.

C. Continue to research rate stabilization options.

- a. A large investment in collection system improvements are required over the next 10-year period and beyond. Presently the \$25,000 in capital investment is inadequate to fund the needed improvements in the system. Typically the \$25,000 is insufficient to address unforeseen equipment replacement needs on an annual basis. Staff is working on a comprehensive asset management plan for both the water and sewer divisions to determine a long-range capital program.

6. Maintain and Improve Town Roads and Facilities Used by the Public

A. Complete the 90% design phase and secure approval to initiate the implementation of the Safe Routes to School program;

- a. The consultant has completed the 90% design phase plans that will prompt the initiation of the implementation phase of the program; Town staff are in contact with Federal and State Highway representatives regarding review of the plan.

B. Evaluate Village District pedestrian and bicycle safety features;

- a. North Pond connector design funding approved in FY2016 capital program, with award of contract made in August 2015. Preliminary work on path base expected to begin in 2016 by the Town's consultant PARE. Project development timeline is based on Town staff availability and funding.
- b. North Road reconstruction beginning in FY2016, with three year(three phase) road drainage and repaving program accompanied by a fourth phase that includes a bike path/trail connector from West Reach to North Pond to interconnect with the North Pond Connector that exits onto Eldred Avenue. Project completion anticipated in FY2019-2020, based on funding availability.
- c. The traffic Committee has recently taken steps to improve pedestrian safety through interaction with the State Traffic Commission for improvements to the crosswalks located at Mackerel Cove and High Street/Spring Street along Southwest Avenue.
- d. Traffic Commission is also evaluation the crosswalk placement on Conanicus Avenue adjacent to the Recreation Center and East Ferry.
- e. The Town's proposed FY2017 – FY 2025 TIP recommendations for the Federal Transportation Improvement Program are due in early January 2016. Projects the Town will be considering in this round include, reconstruction of the approach and bridge at the Great Creek due to sea level rise, sidewalk enhancements, ferry landing improvements, bike path improvements, and road widening projects.

C. Complete the drainage and road reconstruction of North Main Road in accordance with the Towns Pavement Management Plan; and

- a. This program is under way with Phase I- drainage funded in FY2015-16 with subsequent Phases of drainage and road reconstruction scheduled over the following three-year cycle. The project in its entirety including the pedestrian /bicycle path is estimated to be completed in FY 2018-2019, subject to available capital program funding.

D. Improve restroom facilities at Mackerel Cove and Fort Getty.

- a. Funding for replacement restrooms at Mackerel Cove were approved as part of the FY2015-16 Capital Program. A proposed design will be presented to the Town Council for approval in the fall/winter of 2016.
- b. Discussion regarding improved restrooms at Fort Getty is continuing with more formal discussions expected to occur as part of the 2016 season review discussion with the Parks and Recreation Department. The future of both the lower and upper structures remain in question, and the need to replace both facilities is a priority improvement needed in the park. The concept of a shared facility in the park accommodating public restroom/shower use, park storage and program space is also being researched.

7. Reduce Incidence of Tick Borne Disease;

- a. Continue to pursue Lyme disease prevention strategies initiated by Tick Task Force and deer herd management under the process regulated by RIDEM.
 - 1. In 2014, the Police Department was tasked with developing the rules and regulations governing the hunting to be allowed on four parcels of Town owned

property. These rules and regulations were adopted by the Council. Immediately following, the Department was tasked with managing the use of said properties. It is anticipated that this program will continue into the next hunting season with the same responsibilities remaining with the Department.

2. The Town is scheduling a managed visit to Dutch Island with RIDEM officials to evaluate the restoration and safety work being performed by the Army Corps. Upon the completion of this work, it is anticipated that the Town will seek authorization from RIDEM to allow a controlled hunting program on the island. Town staff with RIDEM officials visited Dutch Island in November 2015 to assess this ongoing work and further discuss options for future public access. The approved budget for this program in FY2016-17 is \$15,000.

FY 2017 Rhode Island Tax Rates by Class of Property
Assessment Date December 31, 2015
Tax Roll Year 2016

MUNICIPALITY	NOTES	RRE	COMM	PP	MV
BARRINGTON		\$18.45	\$18.45	\$18.45	\$42.00
BRISTOL		14.77	14.77	14.77	17.35
BURRILLVILLE	2	17.39	17.39	17.39	40.00
CENTRAL FALLS	2, 8	25.93	39.67	73.11	48.65
CHARLESTOWN		10.21	10.21	10.21	13.08
COVENTRY	7	21.41	25.81	21.41	18.75
CRANSTON		22.45	33.68	33.68	42.44
CUMBERLAND		17.08	17.08	29.53	19.87
EAST GREENWICH		24.09	24.09	24.09	22.88
EAST PROVIDENCE	1, 2, 8	22.26	24.64	54.97	37.10
EXETER		15.94	15.94	15.94	32.59
FOSTER		22.54	22.54	31.00	36.95
GLOCESTER		22.45	25.51	44.69	24.37
HOPKINTON		20.64	20.64	20.64	21.18
JAMESTOWN	2	8.58	8.58	8.58	14.42
JOHNSTON	2, 8	27.49	27.49	59.71	41.46
LINCOLN	2, 8	21.60	26.35	33.92	30.66
LITTLE COMPTON	2	5.67	5.67	11.34	13.90
MIDDLETOWN		15.42	20.44	15.42	16.05
NARRAGANSETT		10.08	15.12	15.12	16.46
NEW SHOREHAM	2	5.72	5.72	5.72	9.75
NEWPORT		10.93	15.16	15.16	23.45
NORTH KINGSTOWN	2	18.06	18.06	18.06	22.04
NORTH PROVIDENCE	8	27.94	34.68	69.91	41.95
NORTH SMITHFIELD	2, 7	16.36	18.16	40.83	37.62
PAWTUCKET		21.89	33.61	52.09	53.30
PORTSMOUTH	6	16.00	16.00	16.00	22.50
PROVIDENCE	2, 9	18.80	36.70	55.80	60.00
RICHMOND	6	21.57	21.57	21.57	22.64
SCITUATE	2, 6	18.04	21.65	38.37	30.20
SMITHFIELD	2	16.73	17.53	60.74	39.00
SOUTH KINGSTOWN	2	15.09	15.09	15.09	18.71
TIVERTON		19.14	19.14	19.14	19.14
WARREN	2	19.97	19.97	19.97	26.00
WARWICK	2	20.24	30.36	40.48	34.60
WEST GREENWICH	3, 8	22.55	22.55	33.85	19.02
WEST WARWICK	2, 4	25.84	see note 4	41.03	28.47
WESTERLY	2	11.36	11.36	11.36	29.67
WOONSOCKET	8	31.84	38.34	46.58	46.58

Source: Division of Municipal Finance

Represents tax rate per thousand dollars of assessed value.

CLASSES:

RRE = Residential Real Estate COMM = Commercial Real Estate PP = Personal Property MV = Motor Vehicles

NOTES:

- 1) Rates support fiscal year 2016 for East Providence.
- 2) Municipality had a revaluation or statistical update effective 12/31/15.
- 3) Vacant land taxed at \$16.07 per thousand of assessed value.
- 4) Real Property taxed at four different rates: \$37.27 (apartments 6+ units); \$31.54 (combination, commercial I, commercial II, industrial, commercial condo, comm./ind. vacant land, comm. buildings on leased land, utilities and rails, other vacant land); \$37.27 (two to five family); \$25.84 (one family residence, estates, farms, seasonal/beach property, residential vacant land, residential buildings on leased land, residential condo, time shared condo, farm/forest/open space, mobile homes, two-family owner occupied properties)
- 5) New Shoreham's Real Property is assessed at 80% of Fair Market Value at the time of revaluation/update. Real Property in all other municipalities is assessed at 100%.
- 6) Motor vehicles in Portsmouth, Richmond & Scituate are assessed at 70%, 80%, & 95%, respectively, of the retail value per local ordinance. Motor vehicles are assessed at 100% in all other municipalities, before any adjustments.
- 7) Rates rounded to two decimals
- 8) Denotes homestead exemption available
- 9) Providence rate shown is for owner occupied residential property; non-owner occupied rate is \$31.96



JAMESTOWN CONSERVATION COMMISSION

JAMESTOWN TOWN HALL
93 NARRAGANSETT AVE.
JAMESTOWN, RI 02835



P.O. Box 377
JAMESTOWN, RI 02835

Annual Report to Town Council Fiscal Year 2016

The Jamestown Conservation Commission is pleased to present a report of activities for fiscal year 2016. Activities included:

Restoration

- Oversaw completion of more than 90% of project deliverables for a major marsh restoration at Round Marsh at Great Creek, a Jamestown Conservation Commission project with considerable collaborative support from town public works staff and equipment; grant funding and technical support from USDA-Natural Resources Defense Council; equipment and staff contributions from RI DEM; and pro bono restoration consulting from Save The Bay. The project included extensive removal of invasive plants and construction work to improve water flow and marsh elevation. JCC also coordinated volunteer scientists to launch data monitoring for comparison to multiple years of prior JCC benchmark data.
- Organized a volunteer initiative for planting of native goldenrod to fill in gaps in dune grass and help improve dune resiliency at Mackerel Cove.

Open Space Protection and Stewardship

- Continued a second year of implementation of a new management plan for 86 Jamestown Shores Conservation Lots, in partnership with the Conanicut Island Land Trust and the Jamestown Shores Association. An annual monitoring volunteer initiative is scheduled for fall 2016.
- Identified a more cost-effective construction plan for installation of a boardwalk where wetlands vegetation at the Hull Cove Right of Way was illegally clear-cut. Supported town staff in gaining CRMC verbal approval for a scaled-down design approach, which will require new CRMC permitting and new sources of funding. Voted to pursue memorial recognition of late Conservation Commissioner Michael Brown at the Hull Cove Trail.

- Distributed printed Trail Guides town-wide to maximize public awareness and access to island conservation properties.
- Liaised with the Friends of Taylor Point non-profit organization to support their enhancements efforts at Taylor Point.
- With the support of volunteer trail steward Chris Powell, managed ongoing maintenance and stewardship of Conanicut Island Sanctuary trail, South Pond trail, and Kit Wright trail.
- Initiated tracking and assessment of currently unprotected natural areas.
- Raised concerns with Rhode Island Turnpike and Bridge Authority around plans to clear-cut two or more acres of trees for a solar project. Collaboration continues with town staff to encourage voluntary RITBA efforts to address conservation concerns.

Public Education

- Served as host site and partner for a demonstration project with the National Fish Wildlife Service's Atlantic Coastal Fish Habitat Project, to demonstrate the benefits that new conservation mooring technology brings to coastal habitat. Completed installation of three demonstration moorings and one "control" conventional mooring. With support from town staff, installed educational signage at East Ferry.
- Partnered with Jamestown Arts Center to plan for an after-school arts and conservation educational project, focused on educating Jamestown children about watersheds and increasing public awareness of waste and polluted runoff draining to Jamestown's sensitive coastal areas. Curriculum plans include experiential learning about marshes and watersheds and demonstration art projects to mark storm drains; programming is scheduled for fall 2016.

Rights of Way

- Collaborated with the grassroots Friends of Jamestown Rights of Way volunteer group to support their efforts to conduct site visits, update status, and make recommendations for enhancements to Rights of Way island-wide.
- With support from an Eagle Scout candidate and town staff, completed beautification and conservation improvements at the High Street Right of Way, following court confirmation of town ownership. Final native planting work is scheduled for fall 2016.

Protection of Natural and Coastal Areas

- Ongoing input and advice to CRMC; DEM; and town section 308 review, to ensure planning and implementation that protects the island's natural resources.
- Continued to advocate for a multi-year JCC initiative, in partnership with town staff and the Planning Commission, to fulfill Comprehensive Plan Conservation Development in town ordinances for subdivision planning.

Litter Cleanup

- Organized an annual town-wide Earth Day coastal cleanup in April; coordinated with Clean Ocean Access to support additional cleanups at coastal sites year-round.
- Conducted two cleanups of North Road by Conservation Commissioners as part of the Adopt a Highway program.

Commission and Task Force Liaisons

Commissioners served as liaisons and represented Conservation Commission priorities to: Planning Commission, Harbor Management Commission, Tree Preservation Commission, Tick Task Force

*Respectfully submitted by Maureen Coleman, Chair
October 26, 2016*



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

Date: November 1, 2016

To: Andrew Nota, Town Administrator
From: Andrew Wade, Parks & Recreation Director
RE: Bid Award, Floor Cover System for Community Center Gymnasium Floor

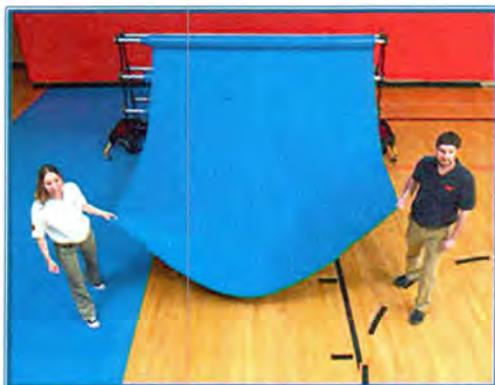
Objective: To provide a safe, efficient and more aesthetically pleasing floor surface to cover the Recreation Center gymnasium floor during the many events and programs offered inside the facility.

Background: The current floor cover system for events is using 3 oversized tarps that are not intended for covering a floor. They do not lay flat on the floor creating multiple potential trip hazards; in addition the seams created by the adjoining tarps are an additional potential trip hazard inherent to the system. The proposed GymGuard Floor Cover system provides a safe surface to walk upon, the setup and breakdown time will be greatly reduced, as well as presenting a cleaner and more professional appearance of the center during functions such as elections, art shows, Community Chorus, Community Band, and Community Theatre productions.

Bid Proposal: The Bid was advertised and two were received and opened on October 31, 2016. I have reviewed the specifications for the equipment that will be provided and recommend that the **Bid for a Gymnasium Floor Covering System to Include a Mobile Storage Rack with Brush Assembly and Power Winder be awarded to Anthem Sports for an amount not to exceed \$6,775.05.**

Below are the results of the two bids from Anthem Sports and BSN Sports, as well as a depiction of the product.

	Floor Cover (5) 10' x 64' Rolls	Mobile Storage Rack, 6 Roll	Floor Cover Brush Assembly	Power Winder	Storage Rack Cover	Vinyl Floor Tape w/ Standup Dispenser	Total Cost
Anthem Sports	\$3200.00	\$1875.00	\$519.65	\$719.95	\$209.95	\$250.20	\$6775.05
BSN Sports	\$2976.00	\$2028.37	\$630.84	\$681.32	\$211.65	\$355.67	\$6883.85



COLOR IN PICTURE NOT COLOR TO BE USED AT THE RECREATION CENTER

FRIENDS OF THE JAMESTOWN RIGHTS OF WAY WORK SESSION
October 12, 2016

I. CALL TO ORDER

Town Administrator Andy Nota called the workshop to order at 6:03 PM as an informational session on the 39 Rights of Way in Jamestown.

II. ROLL CALL

Andrew Nota, Town Administrator
Samira Hakki, Presenter for Friends of the Jamestown Rights of Way

III. RIGHTS OF WAY WORK SESSION

Mr. Nota opened the session with an explanation of who the volunteers in the Friends of the Rights of Way group are. They assembled a few years ago to identify and go into the field to gather information to assess the condition of each Right of Way.

Anne Kuhn-Hines of Conservation Committee questioned whether the natural vegetation will be preserved in the Rights of Way. The Friends have taken a great step and have done a wonderful job working with Boy Scouts in refurbishing some of the Rights of Way. The Conservation Committee is excited that people are interested in helping with the maintenance of the Rights of Way.

Carol Nelson-Lee of the Friends of the Rights of Way explained the grassroots vision of making sure the Rights of Way are safe, well marked and well maintained to encourage usage. They came up with an assessment tool by the experienced volunteers to evaluate each Right of Way.

Samira Hakki of the Friends of Rights of Way presented a short power point presentation. She explained there are two different Rights of Way—the passive view scape and those that can be used actively for fishing, beach walking etc.

She showed the assessment tool that they used for each Right of Way. They rated each on public accessibility, visibility, encroachment and possible problems. They also noted potential uses such as: walking or sitting, access to water, fishing, boat access. The condition of each was color coded. Red—not good, Green—good and in use, and Yellow—somewhere in between. A question from an audience member wanted to know when the map would be ready. It was hoped to be finished in another couple of months.

Wayne Turner of Seaside Dr. wanted to know if the information was public. It isn't available yet but will be reconfigured and put on the web site.

Charlotte Zarlengo of Seaside Dr. noted that some ROW are not friendly shoreline access with no stairs or dangerous paths to the water. Is the town going to engage CRMC for yearly maintenance?

Mr. Nota responded that the town has worked with CRMC covering 7 maintenance agreements, and to put designated signs to set corners. There have been repairs to the concrete ramp on Champlin Way. CRMC is not looking to undo any improvements to the landscape that has been done or to impede the view corridor that has been mowed. High Street ROW was opened up so people could enjoy the view. This is a good example of a view scape ROW. There is a bench and a split rail fence to keep people safe from the dropoff.

Timothy Yentsch of Gondola St. asked if CRMC could restrict access to residents only or must it be open to the general public. The concerns are fishermen coming from off the Island, parking in restricted areas and throwing trash on the ground. What resources are available from the town to clean up the Rights of Way? Mr. Nota responded that the Recreation Department is fully staffed to maintain the Rights of Way and that it must be open to the general public.

Gary Girard of Seaside Dr. had a question on what could be done about the invasive species on the beaches. Mr. Nota responded that CRMC is willing to work with the town on that problem. Phragmites are a big problem. Anita Girard of Seaside Dr. asked how big the signs will be. Mr. Nota responded they would be about 8" x 10".

Charlotte Zarlengo wanted to know why the Town doesn't devote money to Heads Beach rather than all the little Rights of Way going up to Capstan. If you improve Heads Beach attendance will go up. Mr. Nota noted most Rights of Way are not developed. Monetary investment would be minimal.

Carl Bednarczyk of Capstan St. noted that access to the Capstan St. Right of Way is limited because of parking. The path down to the water is dangerous.

A resident (not identified) complained that a dead deer washed up by the Champlin Way ROW and he couldn't get anyone (Town or State) to remove it. It finally floated out to sea. The Town should be liable for the ROW.

Claudette Cotter of Seaside Dr. said people abuse the Rights of Way. This summer people on the Right of Way by their house went on their deck and took chairs, made a lot of noise and threw trash all over.

Michael Abbood of Middle St. noted that the parking at Park Dock was adequate, but that there is a huge problem with a lot of trash. There are whole families fishing and cooking on the beach leaving trash behind many staying into the night. There should be local enforcement from sunrise to sunset.

Michael Egan of Champlin Way had many complaints about maintenance, upkeep, and the Town's responsibility in the maintenance of the Rights of Way.

Town Administrator Andy Nota responded to Mr. Egan and asked him to meet with him to discuss this further.

The Meeting was adjourned at 7:03.

Attest:

Karen Montoya
Deputy Town Clerk

**TOWN COUNCIL MEETING
October 18, 2016**

I. ROLL CALL

Town Council Members present:

Kristine S. Trocki, President
Mary E. Meagher, Vice President
Blake A. Dickinson
Michael G. White
Thomas P. Tighe

Also in attendance:

Andrew E. Nota, Town Administrator
Christina D. Collins, Finance Director
Edward A. Mello, Police Chief
Cathy Kaiser, School Committee Chair
Peter D. Ruggiero, Town Solicitor
Cheryl A. Fernstrom, Town Clerk

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Council President Trocki called the regular meeting of the Jamestown Town Council to order at 6:05 p.m. in the Jamestown Town Hall Rosamond A. Tefft Council Chambers at 93 Narragansett Avenue, and Councilor Dickinson led the Pledge of Allegiance.

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

- A) Presentation: Update on road work by RI Turnpike and Bridge Authority - Executive Director Buddy Croft and Director of Engineering Eric Offenberg, P.E.

Mr. Croft and Mr. Offenberg addressed the Council and gave a synopsis of ongoing work on the Newport Bridge, proposed work on the Jamestown Bridge, and upcoming lane closures for both bridges. Newport Bridge maintenance includes completion of painting and replacement of the deck using the hydro-demolition process (to begin in the spring and take five to seven years to complete), and patching (this fall), requiring lane closures. Mr. Offenberg noted their website www.ritba.org and the Waze app for cell phones to access live traffic feeds and land closure listings. Most work will be done at night and no work will be performed during rush hour.

Bruce Livingston of Racquet Road asked who is responsible for the Mt. Hope Bridge. Mr. Offenberg noted the Mt. Hope Bridge, Sakonnet River Bridge, Jamestown Bridge, and Newport Bridge and their surrounding land areas are operated and maintained by the RITBA.

The Council thanked Mr. Croft and Mr. Offenberg for coming.

IV. PUBLIC HEARINGS, LICENSES AND PERMITS

None.

V. OPEN FORUM

Please note that, under scheduled requests to address, if the topic of the address is available to be put on the agenda, the Council may discuss the issue

- A) Scheduled to address. None.
- B) Non-scheduled to address

Mary Daquino of Walcott Avenue addressed her letter (Communication #2), and stated they are demolishing the existing home and building a new structure. She is here before Council to request the installation of a solar light to replace the existing electric street light at the corner of Walcott Avenue and Brook Street and permission to remove three utility poles. The current street light requires service from the pole at the corner of Brook Street, with wires running across the road, obstructing their view of the water. A solar LED street light would eliminate the need for the poles and wires, and they (David and Mary Dacquino) will pay the full cost of removing the poles and moving utilities underground.

Discussion ensued. Council members noted removal of poles and use of underground utilities is common, the activity would have to be coordinated with National Grid and Verizon, and this process would take some time to achieve. The Town Administrator and Public Works Director have spoken with the Dacquino's and agreed this is complicated and there is merit in investigating this further. Street lights will be back before Council in the near future. Ms. Dacquino was thanked for coming this evening.

A motion was made by Vice President Meagher with second by Councilor Dickinson to move Agenda Item VIII. New Business A) Tax Exemptions for Veterans to the next item to be addressed. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

VIII. NEW BUSINESS

- A) Tax Exemptions for Veterans; review and discussion and/or potential action and/or vote
 - 1) Letter of Commander Leslie Kurtz, Arnold-Zweir Post 22, American Legion
 - 2) Letter of Members of Jamestown Post 9447, Veterans of Foreign Wars

Town Administrator Nota referenced information on Jamestown's Veterans exemption and the exemptions offered by other communities as provided by Tax Assessor Ken Gray. Mr. Nota reported there are 386 people benefiting from the Veterans and Widows Exemption at a total cost of \$15,836 and 11 veterans who qualify for a disability

exemption costing the town \$188.76 for the 2016-17 tax year. There is room for adjustment. Additional information as provided by a report from the Office of Municipal Finance on all exemptions for veterans, homestead exemptions, elderly exemptions, disabled and partially disabled, gold star parents, and prisoner of war exemptions, and special adaptive housing was noted. Councilor White explained special adaptive housing.

The members of the VFW and American Legion in support of an increased exemption in attendance were noted. Exemptions can be for property or motor vehicles, and Tax Assessor Gray would assist veterans to determine which exemption would be in their best interest. Enabling legislation and a revised ordinance would need to be developed and approved. This issue will be addressed when the new Council is seated. Discussion continued.

A motion was made by Vice President Meagher with second by Councilor Dickinson to ask the Town Administrator and staff to review this and start to prepare changes to our ordinance. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

Dennis Webster of Mt. Hope Avenue stated only 38 of the 386 veterans eligible for the Veterans exemption are age 62 or younger. This is significant, as in the coming years the number of veterans will be declining year by year. Jamestown veterans organize the Memorial Day Parade, Veterans Day Ceremony, and place flags at Veterans Square five times per year. If those services are valued, an increased Veterans exemption might attract more veterans to Town to carry on these activities.

President Trocki acknowledged the Town Council's appreciation for all that our veterans do and support increased exemptions for veterans.

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

A) Administrator's Report: Town Administrator Andrew E. Nota

1) Moody's Investors Services Report

Mr. Nota referenced the Moody's Bond rating call he and Finance Director Collins participated in last week relative to the \$3,100,000 general obligation bonds for the Fire Station Project and Pumper Truck authorized by the voters. Jamestown maintains an Aa1 rating reflecting the town's solid financial reserves, residential tax base, low debt burden and manageable pension and OPEB obligations. Challenges are the lack of diversity across property classes due to minimal commercial/industrial properties. Finance Director Collins conducted a bond sale today and successful bidder Robert Beard & Company came in at 2.08%, resulting in significant debt savings going forward. Part of our success is the Town and School Committee's proactive actions in establishing a Revocable Trust through our insurer, The Trust, for OPEB debt. If the liability disappears the Trust can be eliminated and funds returned to the Town and School Department.

Mr. Nota referenced the OPEB and other liabilities seminar he attended. He participates in such activities as often the sessions precipitate legislation and he likes to be in attendance to protect our interests. Mr. Nota referenced the recent transfer of funds to the Revocable Trust in the amount of \$500,000. By this transfer the remaining balance for the school is approximately \$500,000. The Town needs to transition to meeting the annual obligation in the upcoming budget process.

Council members express appreciation for the School Committee's cooperation with the Town on this issue.

2) Town Ordinances

Mr. Nota referenced the recent public hearing for the Target Shooting Ordinance and the directive and unanimous vote to produce a revised draft ordinance within 90 days based on the discussion at the public hearing.

3) League of Cities and Towns Annual Meeting

The League has had one Director, Dan Beardsley, for over 40 years, and he is retiring. Information on the search for a new Director was provided to Council. Town Administrator Nota sits as an Executive Board Member for the League.

4) RI Interlocal Risk Management Trust Board

Mr. Nota reported on the organization established in 1986, providing a wide array of services to municipalities in addition to insurance. Mr. Nota serves on the Risk Management Committee and has been recommended to fill the Trustee position recently vacated by retiring Town Administrator Peter DeAngelis of Barrington. If that goes well on Thursday he will be able to bring more information back for Council and the community that will benefit the Town even more.

5) Town Staff Update

Mr. Nota referenced departmental projects and initiatives and asked the Council how they would like to receive this information, whether in written, bulleted format or in-person reporting at Council meetings. Mr. Nota will produce the information to Council in bullet format for review at meetings.

6) Scheduling of Town Council Meetings, Work Sessions, and Public Hearings - Update

Mr. Nota asked the Council if they are comfortable with the current meeting schedule, including the November 7th workshop with Architect Bill Burgin to address the Golf Course building. Council members are comfortable with the current schedule, and direct the Clerk to address a formal invitation to Eugene Mihaly, who will be joining the Council, to attend.

VII. UNFINISHED BUSINESS

- A) Aquaculture activities and expansion off Dutch Harbor: concerns of Westwind Drive neighbors (continued from October 3rd Town Council Meeting); review and discussion and/or potential action and/or vote
 - 1) Letter of Westwind neighbors re: Dutch Harbor aquaculture activities

President Trocki notes the discussion at the last meeting, and the residents involved in attendance this evening.

Alan Katz of Westwind Drive presented the Council with pictures of the conditions created by aquaculture activities in Dutch Harbor. Mr. Katz reads his letter referenced in this agenda. Mr. Katz stated area residents realize the Council does not have jurisdiction in this area, as it is regulated by CRMC. Dutch Harbor area residents did not receive notice of the application and hearings before CRMC. On behalf of his neighbors, he is requesting a Council communication to CRMC supporting the residents in fighting this modification for kelp at their October 25th meeting and asking them not to approve this modification or additional applications until the full environmental impact is realized for what has already been approved for the Dutch Harbor area. To date 1400 cages have been approved. Discussion continued.

Mr. Katz stated it was his belief the black floats are supposed to be underwater and the orange buoys above the water. The CRMC map reviewed indicates the applications approved located north of the Creek. The Walrus & Carpenter aquaculture activity is approximately 1200 ft. from their properties. This has impacted the residents' quality of life, which is one of the Town Council goals and objectives.

Councilor Dickinson referenced the Conservation Zones established as a result of recommendations from the Conservation Commission and Harbor Commission. It would not be inconsistent for the Town to take a position against CRMC on this action as it is inconsistent with the Town's goals to establish aquaculture activities in conservation zones. Mr. Nota reported per Dave Beutel of CRMC, the location of aquaculture activities in the conservation zone had no bearing on this type of use in the zone. CRMC's priorities are economic development through aquaculture and the science behind improvement to water quality of the Bay. If concern and objections are not established on the record, approval of activities will not stop. Discussion ensued.

Solicitor Ruggiero noted specific findings that CRMC must make relative to their rules and regulations. If the Council is opposed to such approvals and activities it can direct the Town Administrator to write a letter to CRMC to address the Council's concerns and objections.

Mr. Nota stated the field is already permitted and the modification is to add kelp in the winter season. The hearing gives neighbors an opportunity to raise objections relative to future expansion and the type of future markings, but will not change the existing permitted activities.

Sharon Purdy of Westwind Drive stated she took a walk along the shore today and realized there are three issues: impact to harbor users; concern for debris along the shore (displayed a cage that washed up on shore); and odor created by kelp.

Fred Yole of West Passage Drive stated there are other applications coming before CRMC and the Council needs to get involved to prevent further expansion and support the boaters and taxpayers.

Rene McCooley of Westwind Drive stated she is a kayaker and is concerned for safety issues, as her grandson's kayak got tangled on the paraphernalia in the area and it was difficult to break free.

A motion was made by Vice President Meagher with second by Councilor White to direct Town Administrator Nota to attend the CRMC hearing to assist the neighbors in expressing their concerns. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

VIII. NEW BUSINESS

- B) Award of Bid: Jamestown Public Works Department
 - 1) One (New) Closed Cab Four-Wheel Drive Articulating Tractor with attachments to Bacher Corporation of Billerica, MA for an amount not to exceed Forty Three Thousand, Six Hundred, Nine and 18/100 Dollars (\$43,609.18), as recommended by Public Works Director Michael C. Gray; review and discussion and/or potential action and/or vote

A motion was made by Councilor Tighe with second by Vice President Meagher to award the bid to Bacher Corporation for \$43,609.18. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

- C) Award of Bids: Jamestown Fire Department and EMS Division
 - 1) One (New) 2017 Ferrara Pumper Truck to Specialty Vehicles of North Attleboro, MA for an amount not to exceed Three Hundred Seventeen Thousand, Two Hundred and Seventeen Dollars (\$317,217.00), as recommended by the Jamestown Board of Fire Wardens (replacement for Engine 2); review and discussion and/or potential action and/or vote
 - 2) One (New) 2017 Ford E450 Life-Line Ambulance to Specialty Vehicles of North Attleboro, MA for an amount not to exceed One Hundred Eighty-Eight Thousand, One Hundred Twenty-Seven Dollars (\$188,127.00), as recommended by the Jamestown Board of Fire Wardens (replacement for Rescue 2); review and discussion and/or potential action and/or vote

- 3) One (New) Stryker Power-Load Stretcher and System to Stryker Corporation of Portage, MI for an amount not to exceed Twenty Thousand, One Hundred Eighty Dollars (\$20,180.00), as recommended by the Jamestown Board of Fire Wardens; review and discussion and/or potential action and/or vote

Deputy Chief Howard Tighe explained the process, working with Town Administrator Nota and Finance Director Collins, to get the projects done. The pumper truck is in Louisiana and modified with a foam system due to the lack of water in town. JFD can take delivery of the trucks immediately, as renovations to the Station added an additional 10 feet of space. Both trucks should be here by the end of the year. The successful bidders companies are on the bid list and were fully vetted. President Trocki noted the budget approved by the Council for the three items and that the total cost came in under the budgeted amount.

Sav Rebecchi of Sail Street expressed concern for the new, longer engine in light of the new parking restrictions in the Shores.

Deputy Chief Tighe noted the new truck is 31.1 feet, has an improved turning radius, and there will be no problems. The longer truck would have been purchased previously, but the Station could not accommodate the vehicle prior to the recent renovation. Neither recent parking restrictions in the Shores nor the new vehicle length will impact vehicle access in an emergency.

A motion was made by Vice President Meagher with second by Councilor White to approve for the Jamestown Fire Department the bid for the new Ferrara Pumper Truck to Specialty Vehicles of North Attleboro, MA for an amount not to exceed \$317,217.00, the bid for the new Ford Life-Line Ambulance to Specialty Vehicles of North Attleboro, MA for an amount not to exceed \$188,127.00, and the bid for the new Stryker Power-Load Stretcher and System to Stryker Corporation of Portage, MI for an amount not to exceed \$20,180.00. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

- D) Discussion of Sub Committee Development and the appointment of Town Council liaisons; review and discussion and/or potential action and/or vote
 - 1) Discussion on recognition and participation of volunteer committees on town business
- E) Discuss options and best practices for communication amongst Town Council, Town Administrator, Town Staff, Boards and Commissions and the Community; review and discussion and/or potential action and/or vote

President Trocki noted the two items, requested by Councilor Dickinson and Vice President Meagher, intersect and will be reviewed together. Councilor Dickinson would like to discuss the effectiveness of sub-committees, in particular the Ordinance Review

Committee. When sub-committees were formulated it was to move the workload and public interaction to the sub-committees to limit the amount time the Town Council would spend on such matters. The ORC came to the Council a number of times, and it seems the Town Council spent an excessive amount of time on two issues, and he does not see the value of the sub-committee in this instance.

President Trocki and Vice President Meagher agreed. President Trocki stated it makes sense to direct the people who are most in the know - Town Administrator, Solicitor, and Town staff - to assist, but there was value in the ORC activities in gathering information through public discussion. We can move along faster and work together as a Council by giving more direction to the Town Administrator and Town staff. Vice President Meagher noted the ORC spent a lot of time on its task, as well as Town Council time, and that was probably due to the Solicitor not being involved. We need more direction on ordinances. Councilor White commented in creating an ORC, you are asking people to invent ordinances. We don't have to do anything as we have experts to take care of it. Vice President Meagher commented on the Traffic Committee and its effectiveness; it was a resource for vetting issues, but the ORC was taken off-track. The work still needs to get done, but it may not need to be done at this level. Lengthy discussion ensued.

Mr. Nota stated the Rental Ordinance and Target Shooting Ordinance were very diverse, and we couldn't avoid the lengthy public discussion and debate on the issues. Other ordinance revisions will go fairly easily. Perhaps the Rental and Target Shooting ordinances should have been reviewed more up front. Perhaps trying to address them in an ordinance was the wrong approach. President Trocki commented she would like to address the Target Shooting issue with alternate options – prohibition, revised ordinance based on public comment, and doing nothing – with all of them on a future agenda.

Councilor Dickinson stated the issue with rentals, target shooting and others is we are not clearly defining the goal or the problem, and therefore cannot define the solution. We have dragged the issues out unnecessarily and they were not solved. Council members agreed the sub-committees should be addressed by the new Council. President Trocki would like to have a quarterly meeting where committees come before the Council to review issues; we need to create policies and stick to them. Discussion continued.

Vice President Meagher noted the original intention was the first monthly meeting would be the business meeting, and the second meeting would be a meeting with groups and committees, which we never enforced.

A motion was made by Councilor Dickinson with second by Councilor White to continue this discussion to the second scheduled meeting in November. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

President Trocki expressed concern for the extra hours Town staff is working to complete agendas. Town Administrator Nota stated this relates to rules and procedures for the

Council, which can be part of the discussion when the new Council is seated. We need to get back to a routine schedule for agenda setting to provide ample time for vetting, proofing, and posting. Councilor Dickinson stated his respect for Town staff time. The time he spends doing this work is important, he tries to be efficient, and when he goes beyond that, he gets frustrated. We need to enforce our own rules so that we are efficient about agenda items and preparation.

IX. ORDINANCES AND APPOINTMENTS AND VACANCIES

- A) Appointments and Vacancies
 - 1) Jamestown Housing Authority (One vacancy with an unexpired five-year term ending date of December 31, 2017); duly advertised; no applicants
 - 2) Jamestown Tax Assessment Board of Review – Alternate (One vacancy with a one-year term ending date of May 31, 2017); duly advertised; no applicants
 - 3) Jamestown Tree Preservation and Protection Committee (One vacancy with an unexpired three-year term ending date of December 31, 2016); duly advertised; no applicants

President Trocki noted the three vacancies that have been advertised and encouraged citizens to apply.

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.

A motion was made by Vice President Meagher with second by Councilor White to approve and accept the Consent Agenda. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

The Consent Agenda approved consists of the following:

- A) Adoption of Council Minutes
 - 1) October 3, 2016 (special meeting)
 - 2) October 3, 2016 (executive session)
 - 3) October 3, 2016 (regular meeting)
 - 4) October 6, 2016 (special meeting)
 - 5) October 6, 2016 (special executive session)
 - 6) October 6, 2016 (joint meeting)
 - 7) October 6, 2016 (joint executive session)
- B) Abatements/Addenda of Taxes
 - Total Abatements: \$88,567.34 Total Addenda: \$86,949.78
 - 1) Motor Vehicles – Abatements to 2011 Tax Roll
 - Account/Abatement Amount**
 - a) 01-0196-73M \$ 427.58

- 2) Motor Vehicles – Abatements to 2012 Tax Roll
Account/Abatement Amount
a) 01-0196-73M \$ 406.65
- 3) Motor Vehicles – Abatements to 2013 Tax Roll
Account/Abatement Amount
a) 01-0196-73M \$ 292.72
- 4) Motor Vehicles – Abatements to 2014 Tax Roll
Account/Abatement Amount
a) 01-0196-73M \$ 282.64
- 5) Motor Vehicles – Abatements to 2015 Tax Roll
Account/Abatement Amount
a) 01-0196-73M \$ 33.08
- 6) Motor Vehicles – Abatements to 2016 Tax Roll
Account/Abatement Amount
a) 07-0844-30M \$ 35.52
b) 12-0841-15M \$ 139.37
- 7) Properties/Tangibles – Abatements to 2016 Tax Roll
Account/Abatement Amount
a) 02-1390-00 \$ 6,181.30
b) 04-0775-75 \$ 641.19
c) 04-1037-00 \$ 8,165.80
d) 06-0110-65 \$ 5,925.61
e) 07-0816-90 \$ 3,463.27
f) 07-0894-00 \$ 3,725.70
g) 10-0010-20 \$ 5,622.17
h) 11-0514-00 \$ 5,297.56
i) 12-0448-75 \$18,497.03
j) 13-0326-00 \$ 7,260.66
k) 13-0326-00 \$11,534.36
l) 13-0523-97 \$ 3,269.84
m) 13-0525-50 \$ 2,582.58
n) 19-0593-00 \$ 4,782.21
- 8) Properties/Tangibles – Addenda to 2016 Tax Roll
Account/Abatement Amount
a) 02-0227-50 \$ 6,181.30
b) 02-1138-10 \$ 5,622.17
c) 03-0748-00 \$ 4,782.71
d) 04-0083-02 \$ 2,582.58
e) 08-0003-77 \$ 5,925.61
f) 11-0090-00 \$ 8,165.80
g) 11-0408-00 \$ 7,260.66
h) 11-0408-00 \$11,534.36
i) 12-1037-00 \$ 5,927.56
j) 13-0640-10 \$ 3,725.70
k) 13-1956-40 \$ 3,269.84

- l) 14-0045-90 \$ 3,463.27
 - m) 19-1371-00 \$ 641.19
 - n) 20-0506-00 \$18,497.03
- C) One Day Event/Entertainment License
- 1) Applicant: Jamestown Police Department
 - Event: Halloween Block Party
 - Date: October 31, 2016
 - Location: Jamestown Fire Station, 50 Narragansett Avenue

XI. 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 Dickinson to receive the Communications. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

The Communications received consists of the following:

- A) Communications
 - 1) Letter of Discover Newport with Audited Financial Statements for the fiscal years ended March 31, 2016 and March 31, 2015 (copy available in the Town Clerk’s Office)
 - 2) Letter of David and Mary Dacquino re: replacement of street light at the corner of Walcott Avenue and Brook Street with solar LED street light
 - 3) Letter from RI Planning Council with notice of public hearing for repeal of State Guide Plan Elements scheduled for November 2nd, 5:30 p.m. at DOA Conference Room A, One Capitol Hill

XII. AGENDA ITEMS FOR THE NEXT MEETING AND FUTURE MEETINGS
None.

XIII. EXECUTIVE SESSION

The Town Council may seek to go into Executive Session to discuss the following items:

- A) Pursuant to RIGL §42-46-5(a) Subsection (1) Personnel (Town Administrator/Fire Department communications and interactions); and (Town Administrator’s review wrap up); discussion and/or potential action and/or vote in executive session and/or open session

A motion was made by Councilor Dickinson with second by Vice President Meagher to enter into Executive Session at 8:02 p.m. pursuant to RIGL §42-46-5(a) Subsection (1) Personnel.

Pursuant to RIGL §42-4-5(a) Subsection (1) Personnel the following vote was taken: President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

The Jamestown Town Council reconvened the special meeting at 9:05 p.m. President Trocki announced that the following vote was taken in the Executive Session:

A motion was made by Vice President Meagher with second by Councilor Dickinson to draft a letter to the Jamestown Fire Department directing them to develop a Memorandum of Understanding to define the relationship between the Town and the Fire Department. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

A motion was made by Councilor Dickinson with second by Vice President Meagher to seal the Minutes of the Executive Session. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

XIV. ADJOURNMENT

A motion was made by Councilor Tighe with second by Vice President Meagher to adjourn. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Aye.

The Jamestown Town Council adjourned the regular meeting at 9:06 p.m.

Attest:

Cheryl A. Fernstrom, CMC, Town Clerk

Copies to: Town Council
 Town Administrator
 Finance Director
 Town Solicitor

JFD Incentive Committee Meeting Minutes

Date/Time : October 11, 2016

Location : Jamestown Fire Dept (7PM)

Incentive Committee Members: (Bold/Underline indicates member attendance):

Ron Barber, **Jerry Scott**, **Steve Jepson**, **Pat Perry**, **Prim Bullock**

Non-Members:

Cheryl Barber, **Bev Barber**

OPENING:

Nothing new

TRAINING RECORD REVIEW:

Committee recorded the TRAINING records for the calendar year 2016 through October 10. These training records will be correlated with the run cycle ending in June 2017. These totals will be used to determine eligibility for incentive to be distributed in Q3 of **2017**. 24 trainings are required.

RUN/INCIDENT RECORD REVIEW:

Committee reviewed and approved RUN records starting mid-July 2016 (run #910), ending in mid-October (run #1937). These totals will be used to determine incentive/compensation amount to be distributed in Q3 of **2017**.

CLOSING

No new issues. Next meeting will be **Tuesday, January 10, 2017**... 7PM at JFD

Jamestown Philomenian Library
Library Renovation Building Committee Meeting Minutes
September 21, 2016

- **Call to order:** The meeting was called to order at 5:10PM by Board chair Sanborn. In attendance were: Mohamad Farzan, Donna Fogarty, Paul Housberg, Duncan Pendlebury, Mary Lou Sanborn
Jennifer Cloud arrived at 5:40PM
- **Guidelines of OMA and meeting info:** Board chair Sanborn welcomed and thanked everyone for volunteering to be a part of the Library Renovation Building Committee. She informed the committee that since two LBOT members were part of the committee, the building committee meetings would be considered as public meetings, therefore the OMA rules and guidelines would apply. A quorum would be needed to have a meeting. All meeting agendas need to be posted 3 days in advance of any meeting with the Secretary of State's office, Jamestown Town Clerk, and library. A copy of the meeting minutes also needs to be filed with the Town Clerk after their approval by the committee. The building committee is a sub-committee of the Library Board of Trustees, therefore an Advisory Committee. Recommendations etc would be determined by the building committee and voted on by the LBOT. It was discussed and decided to include public comment on the meeting agendas as well as the approval of previous meeting minutes. It was also discussed and decided to include the meeting minutes on the library web site. Town Administrator, Andy Nota, has requested that he be included on all notifications of meeting agendas.
- **Building project schedule, committee scope and parameters:** Board chair Sanborn indicated the library renovation project is approximately 2 1/2 years behind schedule. The committee needs to be on a "fastrack" in order for the project to be included 2017-2018 town budget. Committee member Pendlebury commented it would be beneficial to include the project in the 2017-2018 town budget because of other potential town projects that may possibly impact the financial budget. The goals and objectives of the committee were discussed including a review of the Library Building Program report as required by OLIS. the development of a schematic design with an estimate of costs, and a project outline using March 2017 as a final target date. Board chair Sanborn has emailed Architect Farzan a copy of Library Building Program report. She will email a copy of the report to other committee members as well as a copy of the Building Needs Assessment report.
Discussion took place regarding:: parking lot lighting, water table of the property, basement usage, elevator, and flexible space of meeting rooms.
- **Appoint "chair" of sub-committee:** Paul Housberg was designated as chair of the building committee. Board member Housberg will be responsible for creating, posting and emailing the agenda to committee members, the town clerk, library, and Secretary of State's Office. A copy of the previous meeting minutes will be included as part of the meeting agenda.
- **Schedule of meeting dates:** It was discussed and decided that the committee would meet every two weeks for one hour. The next committee meeting will be held on Tuesday, October 4th at 5:00PM in the library. Architect Farzan will provide a rough draft of the needs of the library, a design program report using Excel, a relationship diagram (bubble diagram) that includes the relative spaces of the library.
- **Adjournment:** The meeting was adjourned at 6:00PM

JAMESTOWN PHILOMENIAN LIBRARY
Board of Trustees
September 13, 2016 Meeting Minutes

A. Call to order: Board chair Sanborn called the meeting to order at 5:02PM. In attendance were: Peter Carson, Jennifer Cloud, Paul Housberg, Christian Infantolino, Marianne Kirby, Mary Lou Sanborn, Chris Walsh, Donna Fogarty (library director), Mary Meagher (Town Council member), Andy Nota (Town Administrator), Kristine Trocki (Town Council member)
Guests: Attorneys David Petrarca, Peter Ruggiero, Rusty Sallee

B. Open Meeting Act Presentation: Board chair Sanborn welcomed and thanked Attorneys Petrarca and Ruggiero for attending this evening's LBOT meeting to present information to the LBOT regarding the Open Meeting Act (OMA) and Access to Public Records Act (APRA). A visual presentation was narrated by both attorneys and a paper copy was given to each LBOT member. Discussion and questions took place. In the event the LBOT had any questions, contact information for both attorneys was listed in the documentation.

C. Report of the Chair: Board chair Sanborn reported that the LBOT October meeting is the Annual meeting and a nominating committee would be determined to provide a slate of officers for 2017. The LBOT November meeting is scheduled for November 8th which is Election Day. LBOT members agreed to have the monthly meeting as scheduled.

D. Consent Agenda: A motion was made by board member Cloud, seconded by board member Housberg to accept the Consent Agenda as presented. The motion passed unanimously.

E. Friends of the Library report: Donna Fogarty reported the "Friends" were still in a transition stage pending a new board. They were also in the midst of planning programs for the coming year. Donna reported the "Friends" are concerned with the LBOT using their 501(c)3 status. The "Friends" will be sending a Memorandum of Understanding (MOU) to the LBOT. The recent "Friends" membership drive reported less members than in previous years. They are in the process of reviewing the membership drive. The "Friends" feel there is some confusion in the community regarding the library renovations. They suggested the LBOT increase the awareness.

F. Unfinished Business:

1. Board of Trustees sub-committee update:

i. Finance/Budget: Board members Infantolino and Carson reviewed the three possible scenarios of using a 501(c)3: filing for our own non-profit status, using the "Friends" non-profit status, and using the Town of Jamestown municipal status. Discussion took place regarding the pros and cons of each. It was decided board members Infantolino and Carson would review the process for filing for our own non-profit status. A motion was made by board member Cloud, seconded by board member Kirby to initiate the process to use the municipal non-profit status for fundraising/Capital Campaign funds. The motion was unanimous. Board members Carson and Infantolino will identify

questions/concerns to address to the Town Council if the municipal status was used. They will report on these issues at the October meeting of the LBOT. Board member Carson also presented information from the Tiverton Library Board of Trustees and the creation of their own non-profit status. It was not known why the Tiverton LBOT did not use their "Friends" non-profit statute. Board members Infantolino and Carson reviewed the several RI Foundation requirements for possible future use by the LBOT.

ii. Policy: Due to time constraints this agenda item was postponed until the October LBOT meeting.

iii. Facilities: Due to time constraints this agenda item was postponed until the October LBOT meeting.

2. 2016-2017 CIP/Operational budget review: Due to time constraints this agenda item was postponed until the October LBOT meeting.

3. Library Renovation Project

a. Project outline: Due to time constraints this agenda item was postponed until the October LBOT meeting.

b. Building Committee: Board chair Sanborn reviewed the nominees for the building committee. They are Lisa Bryer (Town Planner)/Mike Gray (Director DPW, Architects - Lisa Carisle and Duncan Pendlebury, Builders - Bob Flath and Chris Fabiszak, Designer - Alma Davenport, LBOT members - Paul Housberg and Jennifer Cloud, BNA Committee member - Dorothy Strang. Discussion took place. A motion was made by board member Kirby, seconded by board member Infantolino to name Duncan Pendlebury, Bob Flath, Lisa Bryer/Mike Gray, Paul Housberg and Jennifer Cloud as members of the Library Renovation Building Committee. The Library Director and Board Chair will be ex-officio members of the committee. The motion passed unanimously. Board chair Sanborn will contact the newly appointed committee members and set a date and time for an organizational meeting within a week.

Board member Cloud left the meeting at 7:00PM

c. Fundraising/Capital Campaign Committee: Due to time constraints this agenda item was postponed until the October LBOT meeting.

d. Library Building Program report: Due to time constraints this agenda item was postponed until the October LBOT meeting.

G. New Business - None

H. Future Agenda Items:

1. Weather Emergency Policy: Board chair Sanborn asked the Policy sub-committee to review the current library Weather Emergency Policy to determine if it was compatible with the Town's Weather Emergency Policy.

2. Strategic Plan (September)

3. Letter to Town Council regarding LBOT vacancies

4. Evaluation of Library Director Policy (September)

I. Public Comment: None

J. Executive Session: A motion was made by board member Carson, seconded by board member Infantolino to adjourn the open meeting of the Library Board of Trustees and move into Executive Session. The motion passed unanimously. The meeting was adjourned at 7:12PM. A motion was made by board member Carson, seconded by board member Housberg to adjourn the Executive Session and return to the open meeting. The motion passed unanimously. The Executive Session was adjourned at 7:38PM. No votes were taken while in Executive Session.

K. Adjournment: A motion was made by board member Kirby, seconded by board member Walsh to adjourn the open meeting at 7:39PM. The motion passed unanimously. The next meeting of the LBOT will be held on Tuesday, October 11, 2016

Respectfully submitted,

Mary Lou Sanborn
Secretary Pro Temp

JAMESTOWN ZONING BOARD OF REVIEW

Minutes of the September 27, 2016 Meeting

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

Richard Boren
Joseph Logan
Dean Wagner
Richard Cribb
Judith Bell
Terence Livingston
Edward Gromada
Marcy Coleman

Also present: Brenda Hanna, Stenographer
Chris Costa, Zoning Officer
Pat Westall, Zoning Clerk
Wyatt Brochu, Counsel

MINUTES

Minutes of August 23, 2016

A motion was made by Joseph Logan and seconded by Richard Cribb to accept the minutes of the August 23, 2016 meeting as presented.

The motion carried by a vote of 5 -0.

Richard Boren, Joseph Logan, Dean Wagner, Richard Cribb, and Judith Bell voted in favor of the motion.

Terence Livingston, Edward Gromada, and Marcy Coleman were not seated.

CORRESPONDENCE

A letter dated Sept. 27, 2016 from Peter Brockmann, Esq. stating his client, John Connors, hereby withdraws the pending application.

NEW BUSINESS

AMS Dev.

A motion was made by Richard Boren and seconded by Dean Wagner to continue the application of AMS Dev. to the Oct. 25, 2016 meeting so the owner can meet with the neighbors and address their concerns.

The motion carried by a vote of 5 -0.

Richard Boren, Joseph Logan, Dean Wagner, Richard Cribb, and Judith Bell voted in favor of the motion.

Terence Livingston, Edward Gromada, and Marcy Coleman were not seated.

ADJOURNMENT

A motion was made and seconded to adjourn at 7:30 p.m.

The motion carried unanimously.



State of Rhode Island and Providence Plantations
Coastal Resources Management Council
Oliver H. Stedman Government Center
4808 Tower Hill Road, Suite 116
Wakefield, RI 02879-1900

(401) 783-3370
Fax (401) 783-3767

NOVEMBER 2016 CALENDAR

- Tuesday, November 15** **Policy and Planning Subcommittee Meeting.** CRMC Conference Room, Oliver Stedman Government Center, 4808 Tower Hill Road, Wakefield, RI.
8:30 a.m.
- Tuesday, November 22** **ROW Subcommittee Meeting.** Administration Building, Conference Room A, One Capitol Hill, Providence, RI.
5:45 p.m.
- Tuesday, November 22** **Semimonthly Meeting.** Administration Building, Conference Room A, One Capitol Hill, Providence, RI.
6:00 p.m.
- Friday, November 21** **Administrative Fine Hearings.** CRMC Conference Room, Oliver Stedman Government Center, 4808 Tower Hill Road, Wakefield, RI.
9:30 a.m.

Individuals requesting interpreter services for the hearing impaired for any of the above meetings must notify the Council office at (783-3370) 72-hours in advance of the meeting date.

/lat



**Town of Jamestown
Tax Assessor**

**93 Narragansett Avenue
Jamestown, RI 02835**

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

To: PRESIDENT, JAMESTOWN TOWN COUNCIL

From: JAMESTOWN TAX ASSESSOR

Subject: ABATEMENTS/ADDENDA OF TAXES FOR THE **NOVEMBER 7, 2016** MEETING

MOTOR VEHICLE ABATEMENT TO 2016 TAX ROLL

#02-0320-10M Beale, Jon P.	Motor Vehicles – 2009 Harley - Reg. #038372 & 2011 GMC #DC 878 - Soldier/Sailor Exemption	\$99.78
#04-1668-85M Davis, Robert B.	Motor Vehicle – 2013 Audi - Reg. #366789 Soldier/Sailor Exemption	\$447.02
#11-0515-70M Koehr, Brian D.	Motor Vehicles – 1999 Jeep #BK 188 and 2004 Ford #BK 166 – Soldier/Sailor Exemption	\$17.06
#19-0803-20M Siegler, Cary L.	Motor Vehicle – 2004 Audi – Reg. #355834 Vehicle sold 1-26-15 – Abate 45 days	\$5.22
#20-0535-59M Trainer, Courtney M.	Motor Vehicle – 2012 VW #590308 - Duplication Also billed to Acct. #20-0535-61M	\$58.40

REAL PROPERTY/TANGIBLE ABATEMENTS TO 2015 TAX ROLL

#03-1168-75 Converse, Peter	Tangible Property – Business closed in 2014	\$52.68
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REAL PROPERTY/TANGIBLE ABATEMENTS TO 2016 TAX ROLL

#02-0385-00 Beaupre, Anastasia M., Trust	Plat 5, Lot 329 – Property transfer 10-4-16 to Account #10-0230-50	\$2,644.62
#02-0877-00 Boll, Walter G. & Boll-Brown, Ellen M.	Plat 9, Lot 220 – Tax Appeal – Removed Fireplace – New Value \$389,700	\$12.87
#02-0880-00 Bologna, Thomas A. & Kathy M.	Plat 4, Lot 109 – Lot size error – Actual lot size is 3.29 acres	\$115.83
#02-1138-00 Brakenhoff, Noel H., Trustee	Plat 2, Lot 92 – Property transfer 10-3-16 to Account #02-0433-20	\$4,104.08
#03-1168-75 Converse, Peter	Tangible Property – Business closed in 2014	\$51.48
#08-0182-26 Harris, Martha J. & Lee, Richard	Plat 16, Lot 65 – Property transfer 10-7-16 to Account #12-0405-75	\$1,972.81
#08-0415-50 Hellewell, Victoria A.	Tangible Property – Business closed in 2014	\$8.58
#12-0236-50 Lavallee, Roger P. & Mary Jane	Plat 8, Lot 536 – Tax Appeal – Reduced assessment based on commercial influence	\$124.41

#13-1366-00 Mello, Michael P.	Plat 9, Lot 190 – Property transfer 10-5-16 to Account #08-0369-25	\$4,801.91
#18-0025-25 RBS Citizens Bank, NA	Tangible Property – Duplication – Also billed to Account #03-0750-05	\$6.49
#19-0755-00 Shevlin, Paula Scotti, Trustee	Plat 9, Lot 822 – Tax Appeal – Assessment reduced based on wetlands – Value \$729,100	\$290.00
#19-1185-00 Smith, William W. III & Rosita V.	Plat 12, Lot 27 – Tax Appeal – Reduced land value based on restrictions – Value \$1,299,400	\$2,223.94
#19-1185-00 Smith, William W. III & Rosita V.	Plat 12, Lot 28 – Tax Appeal – Reduced land value based on location – New Value \$569,300	\$723.29
#23-0080-00 Waldman, Margot L. & Haspiel, Eliz. L.	Plat 9, Lot 267 – Tax Appeal – Reduced assessment based Grade – New Value \$927,500	\$546.55
#23-1152-00 Wright, Ellicott	Plat 8, Lot 170-5E – Property transfer 10-13-16 to Account #11-0460-00	\$3,973.87

MOTOR VEHICLE ADDENDUM TO 2016 TAX ROLL

#04-0016-60M Daimler Trust	Motor Vehicle – 2014 MB Reg. #483732 Transfer from Providence	\$692.19
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REAL PROPERTY/TANGIBLE ADDENDA TO 2016 TAX ROLL

#02-0433-20 Begley, Robert M. & Karen L.	Plat 2, Lot 92 – Property transfer 10-3-16 from Account #02-1138-00	\$4,104.08
#08-0369-25 Heenan, Christine M.	Plat 9, Lot 190 – Property transfer 10-5-16 from Account #13-1366-00	\$4,801.91
#10-0230-50 Johnson, Laurie	Plat 5, Lot 329 – Property transfer 10-4-16 from Account #02-0385-00	\$2,644.62
#11-0460-00 Knight, Winston A. & Judith K., Trustees	Plat 8, Lot 170-5E – Property transfer 10-13-16 to Account #11-0460-00	\$3,973.87
#12-0405-75 Lee, Richard H., Trustee	Plat 16, Lot 65 – Property transfer 10-7-16 from Account #08-0182-26	\$1,972.81
#19-1371-00 Stamouli, Sean M. & Nelson, Casey	Plat 3, Lot 328 – New Construction – Prorated 99 days – New Value \$404,000	\$771.69
#23-0442-90 Weil, Mark S., Trustee	Plat 8, Lot 23 - New Construction – Prorated 85 days – New Value \$1,474,400	\$1,196.65

TOTAL ABATEMENTS	\$22,280.89
TOTAL ADDENDA	\$20,157.82

RESPECTFULLY SUBMITTED,

Kenneth S. Gray

KENNETH S. GRAY,
TAX ASSESSOR

John A. Murphy, President
The Jamestown Lions

October 21, 2016
Press Release

The Jamestown Lions are pleased to give the citizens of Jamestown an update on their efforts to support site and landscape improvements at the Town's beautiful Fort Getty park.

The accompanying photo shows the bench donated by our very first donors, John and Delores Reposa, as a memorial to their son, Johnny. Also in that photo is our most recent pledger, Deb Ruggiero who is intending to donate a bench honoring her parents.

All the benches have gorgeous views, including one donated in memory of Kenny Prior, and one contributed by Island Realty.

Many in the community have already had an opportunity to use and enjoy the very handsome story circle with fire pit donated by the family of the late Linda Roach.

There are more beautiful sites for benches. There is also a plan for a beautiful dry stone addition to the west end of the pavilion. If you are interested in donating a bench or something more substantial, please contact the Jamestown Lions, care of President John A. Murphy, at 77 Narragansett Avenue, Jamestown, Rhode Island 02835.

FOR MORE INFORMATION: call John A. Murphy at 423-0400.



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The Newport Daily News



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ST. MARY'S CHURCH, NEWPORT

RHODE ISLAND'S FIRST ROMAN CATHOLIC PARISH
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October 19, 2016

Kristen S. Trocki, President
Jamestown Town Council
Jamestown Town Hall
93 Narragansett Ave.
Jamestown, RI 02835

Dear President Trocki,

For nearly two centuries, St. Mary's Church has held a prominent place in Rhode Island's history as the state's first Roman Catholic Parish. As a National Historic Landmark and with its majestic presence in Newport, the Church is honored to be an important part of our nation's heritage and the City's illustrious culture. Since the first stone was laid on August 15, 1848, generations of congregations and thousands of visitors from all over the world have come to St. Mary's Church to appreciate and admire its remarkable Gothic architectural style and to join together in fellowship and friendship through worship and the magnificent universal language of the soul – music.

At the heart of our vibrant Parish's liturgical and community music programs is our 1958 Casavant Op. 2462 pipe organ. Due to age and substantial deterioration of the organ's mechanics and façade, it is in dire need of repair and restoration. As good stewards of our obligations to preserve and protect St. Mary's historic buildings and property, I am writing to share the news that St. Mary's has launched the *St. Mary's Souls in Harmony* campaign. The fundraising effort will support the restoration of this unique instrument beyond its original splendor, and the rebuilding of the choir loft where it resides so to ensure the structural, engineering, aesthetics and architectural integrity of the Church building. In addition, our plans include expanding our community-based musical performances and events, and creating partnerships with local youth organizations and schools to offer Newport County families after-school and summer music programs for children.

**THE MISSION OF ST. MARY'S PARISH IS TO CONTINUE THE WORK OF JESUS CHRIST
THROUGH WORSHIP, EDUCATION, STEWARDSHIP AND SERVICE.**

St. Mary's Church

Souls in Harmony Campaign

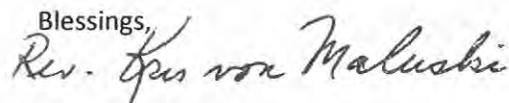
Page 2

To restore the instrument, we have commissioned the original builders of the pipe organ, Casavant Frères in Quebec, Canada. Casavant's skilled craftsmen will refurbish each component of this massive instrument by hand, using historic techniques, safeguarding the instrument's incredible beauty and tonal and mechanical strengths. The tedious work must be done at Casavant's worksite in Canada; hence, we are presently completing the dismantling of the pipes and console for shipping. Restoration of the choir loft space will be done by local contractors and tradesman. The complete overhaul of the organ and surrounding environment is expected to be finished by Easter Sunday of 2017.

We are confident that the success of the *St. Mary's Souls in Harmony* campaign in support of the restoration and rebuilding project will add significant value to Newport's historic buildings preservation efforts and provide substantial benefit to local residents and the City's prestige as a top international tourist destination. I am delighted to report that we have already received a significant number of donations from our congregation and the community for this important initiative.

Please feel free to share this letter with others to help us spread the word of our pursuit of excellence for our meritorious pipe organ and the sights and sounds of St. Mary's Church for all to enjoy for generations to come.

Thank you very much for your time and support. If you would like more information about the restoration project, please visit St. Mary's website at www.stmarynewport.org or contact me at 401-847-0475 or stmarynewport@aol.com.

Blessings,


Rev. Kris von Maluski
Pastor of St. Mary's Parish

The Newport Daily News

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Friday
October 7, 2016



Dave Hansen | Staff photos

Cody Mead, St. Mary's Church director of liturgical music, talks about the organ that is being disassembled and sent to Canada for repairs. The organ has 1,674 pipes to reproduce the sounds of a variety of flutes, trumpets, clarinets and string instruments.

Church organ meets its maker

58-year-old pipe organ at St. Mary's Church in Newport is headed for Canada to undergo repairs and restoration

By Sean Flynn
Staff writer

NEWPORT

Workers from Canada have been dismantling the 1,674 pipes and structure of the large organ at St. Mary's Church on Spring Street all this week for shipment to Saint-Hyacinthe, Quebec, where the organ was built.

Casavant Frères has been building pipe organs for customers around the world since 1879 and has built more than 3,900 organs in its 137-year history, according to the company's website.

"They are considered to be the best of the best among the organ builders of the world," said Cody Mead, director of liturgical music at St. Mary's.

"The company was founded under musical tonal principles inspired by the French 19th-century style of organ building," he said. "The firm maintained that style from its inception through the construction of our organ in 1958."

The St. Mary's organ was the last constructed by the company as a Romantic-style organ, he said. Then, the musical tonal philosophy of the company changed.

"Casavant is sensitive to its history and wants to maintain that style," Mead said. "In the last 20 years, Casavant has returned to original tonal styles."

"This spectacular instrument is as vital to St. Mary's as are the columns or the roof to the

'This spectacular instrument is as vital to St. Mary's as are the columns or the roof to the church.'

THE REV. KRIS VON MALUSKI
pastor of St. Mary's Church

church," said the Rev. Kris von Maluski, the church's pastor. "When the organ died on Christmas Eve in 2014, we knew it was time to make a full examination due to its age and apparent deterioration to ensure that we preserved its magnificence beyond its original splendor for the future."

The makeover will affect more than just the organ.

When the organ is restored and reinstalled by an expected Easter 2017 completion date, it will be built closer to the back wall of the church's choir loft. The placement of the pipes will be consolidated.

The whole length of the church nave will be re-established because the two arches on each side of the massive organ will be uncovered and again visible to worshipers and visitors, as they were before 1958.

The choir loft rebuilding project also will reveal fully two stained-glass windows crafted in Austria that have been partially obscured by the large organ facade since the 1950s.

"People will see the architecture that has been obscured for almost 60 years," Mead said.

There will be more space in the reconstructed



The pipes from the organ at St. Mary's Church in Newport vary in length from 16 feet to less than an inch and are made from metal, alloys and wood.

loft for a large and growing choir.

"Our choir can't fit in the choir loft because the organ now takes up so much space," Mead said.

Organ

Continued from A1

"The pipes being closer to the wall, if it has any effect, will improve the sound," he said. "The whole building is a resonator. However, the organ pipes are in pipe chambers where they resonate, so there is unlikely to be any acoustical change."

The restoration of the organ will cost \$574,000, Mead said. The structural work on the choir loft is expected to add an additional \$200,000 to the project. The church is in the process of fundraising by applying for grants and soliciting from major donors. A general capital campaign called Souls and Harmony will be launched in November.

The portions of the choir loft area that are being revealed need complete plaster and paint work, as well as new flooring on multiple levels and choir seating. The estimated cost is \$175,000 to \$200,000.

The replacement value of the organ is about \$1.5 million, so restoration is definitely cost-efficient, Mead said.

The organ facade, also called the casework, has been out of place in the elegant neo-Gothic architecture of St. Mary's Church, which was under construction in 1848. It is a simple minimalist modern design using light wood and was chosen in the 1950s for budgetary reasons.

Casavant will build a new facade for the organ that will complement the church, using a dark wood with ornate carvings featuring motifs in the church such as grape vines, Mead said.

The many pipes of the organ create a wide variety of sound, from the mellow to the full-bodied to thin sounds. The pipes vary in length from 16 feet to less than an inch and are made of metal, alloys and wood. The shapes are cylindrical, rectangular or triangular. That variety of materials and shapes affects the volume and quality of many different types of tone.

Some of the pipes are designed to sound like trumpets, flutes, clarinets or other instruments, so the combination creates a symphonic orchestral sound that is inspired by what people would hear in a symphony hall.

The 148 trumpet pipes flare out at the top to give a brassy sound, while the clarinet pipes are very narrow with no

flare. The mellow flute pipes are rectangular and made of wood. Three string stops on the console create a sound like violas. There are high-pitched stops that sound like piccolos and add clarity to the overall music.

"It's a romantic and fantastic instrument," Mead said. "It is not a typical organ sound. All of my colleagues who have played it agree that its wide variety of sounds and high quality of sound make it unique."

The organ apparatus that broke down included pneumatic valves, leather pouches and other mechanical technology that is obsolete and could not be restored, Mead said. The parts were affected by weather and humidity. When it was cold, some pipes could not be played. When it was hot and humid, other pipes could not be played.

Casavant will rebuild the console with a modern solid-state electronic system. That will not affect the sound, which will continue to be created by wind going to the pipes. However, there will be tonal enhancements of the pipes to expand the variety of sounds they create.

"We are looking forward to being able to use the organ all year round," Mead said.

Four Casavant workers spent the first three days of the week disassembling the pipes and are now spending five days taking apart the rest of the structure. They have been assisted by local contractor's working under their direction.

St. Mary's Parish is the oldest Catholic parish in the state, established in 1828. The mostly Irish parishioners quickly outgrew their first building on Barney Street, tore it down and erected a wooden Gothic-style church at that site in 1837. A little more than a decade later, in 1847, they purchased a site on Spring Street and dedicated St. Mary's Church in 1852.

The church is known nationally and internationally as the site where Jacqueline Bouvier of Newport and Virginia married then-Sen. John F. Kennedy of Massachusetts on Sept. 12, 1953. The church is listed in the National Register of Historic Places.

Thousands of visitors come to St. Mary's throughout the year for liturgical services, to admire its architecture and 42 stained-glass windows, or to attend special music events and performances by its choirs and guest musicians.



"... We cannot win this battle to save species and environments without forging an emotional bond between ourselves and nature as well - for we will not fight to save what we do not love... We really must make room for nature in our hearts."

Stephen Jay Gould, Paleontologist and Evolutionary Biologist (1941-2002)

November 3, 2016

Jamestown Town Council
c/o Kristine Trocki
93 Narragansett Ave.
Jamestown, RI 02835

RE: RITBA Solar Project

Dear President Trocki and Town Councilors,

I write again on behalf of the Conanicut Island Land Trust in anticipation of the 11 -7 council meeting. That meeting may precipitate zoning questions and/or questions of municipal authority. I believe that this Council may have heard or read that RITBA is immune from local regulation because it is a state or quasi state agency. This is not the case. To the contrary, under the circumstances about to be described, it is subject to local regulation.

RITBA has plans to build a solar power plant on its property north of the police station and south of the existing Newport Bridge. Significantly, on the solar site plans the CILT was furnished by RITBA, the owner is identified as a Delaware corporation. RITBA takes the position that no municipal approvals, (such as zoning) are required because it is a state or quasi state agency and enjoys immunity. It is not that simple, particularly when the owner of the project is a Delaware corporation. Surely, a Delaware corp. could not build a power plant in this residential zone without zoning approvals and that RITBA owns the land should not change the result.

In connection with this point, the CILT has been told that the project is a net metering one whereby the excess power will be sold to National Grid. This confirms that the project is not simply an in-house power plant for RITBA but, to the contrary, is a commercial or proprietary venture. There can be little or no question that the use of its property for power production is not the governmental purpose for which RITBA was

established. The RITBA was established to “facilitate vehicular traffic, remove many of the present handicaps and hazards on the congested highways in the state, alleviate the barriers caused by large bodies of water, and promote the agricultural and industrial development of the state. See R.I.G.L §24-12-5. Although the enabling statute gives the RITBA certain powers to construct and maintain “projects” and “additional facilities”, such projects and additional facilities are explicitly defined to restrict and limit any such project or facility to RITBA’s core functions.*

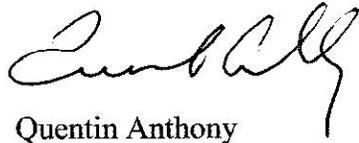
Nor should the fact that it is a solar or “green” power plant divert attention from the fact that it is a power plant, just as a coal, oil, or nuclear facility is a power plant. The fuel may differ, but the end product of all are charged particles. Our zoning ordinance prohibits all commercial power generating stations. While solar may be more attractive than nuclear or coal, there is no legal distinction in the zoning ordinance

Also, the doctrine of immunity is not what RITBA maintains. Rhode Island case law makes state and quasi state agencies subject to local zoning in precisely the circumstances before you. See Blackstone Park v. State, 448 A.2d 1233. Under the balancing test articulated therein, zoning approval is required even if RITBA were the owner of the project. In Blackstone Park, the issue was the expansion of the Donley Center, a state owned and operated treatment plant, providing rehabilitative services for injured workers. In Blackstone Park, the Court upheld the expansion of this existing governmental function without zoning approval. On the other hand, RITBA is not expanding an existing building that garages RITBA snow trucks. We would concede that in such a case zoning immunity would apply because snow trucks are essential to the safety of the highways and bridges which RITBA controls and manages. Instead, RITBA is in some way involved in building a power generating station that is not remotely related to RITBA’s core governmental functions, and the proposed power generating station is a new use which is not governmental in nature and prohibited by our local zoning ordinance.

The CILT would also suggest that old governmental/proprietary test for immunity from local regulation is not difficult to apply here. Blackstone Park says that many courts have abandoned the old test because drawing the necessary distinction between governmental and proprietary is “no easy feat” in many cases. However, working or partnering with a Delaware corporation to produce power, some of which will be sold to National Grid, is a far cry from building and maintaining bridges and turnpikes. Whether the old governmental/proprietary test is applied as the test or as part of the new balancing test, the proposed use requires zoning approval.

Should RITBA proceed without local approvals, there are two options. The Building Inspector as the zoning enforcement officer can issue a cease and desist order. Alternatively, the Town Solicitor, in the name of the Town, can seek judicial relief in Newport Superior Court pursuant to the statutory authority conferred by R.I.G.L. 45-24-60.

Thank you for your consideration.



Quentin Anthony
CILT President

*The RITBA Enabling Act §24-12-1 defines RITBA “Additional Facility” and “Project”:

- (1) “Additional facility” means any bridge, approach or feeder road, highway, road, freeway, tunnel, overpass, underpass, parking facility or toll facility, in the state, equipment or signal and information system, which the authority is authorized by this chapter or any other law to construct, reconstruct, renovate, acquire, maintain, repair, operate, or manage after May 3, 1954 or any portion thereof.
- (2) “Project” means the “Newport Bridge,” “Mount Hope Bridge,” “Sakonnet River Bridge,” “Jamestown Verrazzano Bridge,” the “turnpike” or any “additional facility,” as the case may be, or any portion thereof which may be financed, acquired or leased under the provisions of this chapter.

CC:

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