

# TOWN OF BRISTOL DEPARTMENT OF PUBLIC WORKS

111 Mt. Hope Avenue Bristol, Rhode Island 02809 Tel. 401-253-4100 Fax 401-254-1278

#### **MEMORANDUM**

To:

Steven Contente

TOWN ADMINISTRATOR

From: Christopher J. Parella

**DIRECTOR OF PUBLIC WORKS** 

Date: October 23, 2024

RE:

Laura Scarpino, 15 Gorham Place re: additional streetlights to be added to Gorham Place and

Sheffield Avenue

#### Mr. Administrator,

I have reviewed this petition to add three new streetlights to the areas listed above, and offer the following assessment:

First, the cost of installing the three new streetlights would be \$2,520. plus the operating cost (electricity) for the life of the lights (amount unavailable at the present time). There would also be both routine and incidental maintenance costs.

I am not aware of any public safety concerns relative to the number of streetlights in the areas articulated by the petitioner. To the best of my knowledge, neither pedestrian nor vehicular traffic has been adversely impacted by the current streetlight pattern in the areas of concern. Additionally, the Department of Public Works has not received any complaints or concerns from residents related to the streetlighting in that area.

The streetlight pattern of this neighborhood, from a grid view on a map may not look symmetrical, however there are many things to be considered before installing new streetlights. For instance, the additional illumination on Sheffield Avenue, which abuts a wooded area, may have an adverse effect on plants and animals. Also to be considered is that additional all night streetlighting may not be welcomed by some residents who may live in proximity of the new lights. Light pollution is one of the more common complaints whenever new lighting is installed in established, residential areas.

From the Public Works perspective, I consider heavily the design of the roadways within the area of concern, the traffic patterns, overall amount of traffic, specific challenges posed to drivers; such as sharp turns or blind driveways, or any other condition that would restrict visibility or reaction time and require better lighting during the nighttime hours. I also consider the same for pedestrian traffic, including any crosswalks that may require additional lighting during low-light times. In this case, I have no evidence that would support the need for the additional lighting as related to the above.

I would also consider the Police Department perspective relating to their public safety observations on the need for additional lighting in the areas of concern. This would include their thoughts while patrolling the neighborhood during the darkest hours of the night, about how dark the specific areas identified by the petitioner are, and if these areas are of any increased concern. In my discussions with the Police Department, I have determined that they are not aware of any specific issues related to the current streetlighting.

I would recommend that the Honorable Town Council deny this petition for the addition of three new streetlights unless more information is brought to light articulating a specific need to reconsider.

If further analysis is required, I would recommend having a lighting engineer conduct a detailed analysis utilizing a light meter to provide a more precise report.



Arden Engineering Constructors, LLC

505 Narragansett Park Drive Pawtucket, RI 02861 Phone (401) 727-3500

Fax: (401) 727-3540

October 23, 2024

Town of Bristol 10 Court St Bristol, RI 02809

Project Name: Gorham Place Streetlights

Arden is pleased to present you with a quote for the installation of new streetlights. Quote includes all labor and material required for the new installation.

## Total Price per new Streetlight

### Notes/Clarifications/Exclusions:

- 1. Any service not listed is excluded
- 2. Work is quoted as being performed during normal business hours
- 3. Excludes all traffic maintenance, protection, and devices, including police details and flaggers. Sidewalk and roadway closures and protection, including safe pathways for pedestrians.
- 4. Additional terms and conditions, below are made part of this proposal

Sincerely,
Ryan Doyle
Sales Account Manager
Arden Engineering Constructors, LLC

This proposal is valid 30 days from October 23, 2024

This agreement is subject to the attached Terms and Conditions.

CUSTOMER ACCEPTANCE	Arden Engineering Constructors, LLC
Authorized Representative	Authorized Representative
Title	Title
Acceptance Date	Signature Date

# Arden Engineering Constructors General Provisions for Service Projects

Services provided under this agreement will be performed during normal working hours.

The guarantees and services provided under the scope of this agreement are conditioned upon Customer operating and maintaining systems/equipment. Customer will do so in according to industry-accepted practices and in consideration of our recommendations.

Customer will provide and permit reasonable access to all covered equipment. Arden Engineering Constructors will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.

In the unlikely event of failure to perform its obligations, Arden Engineering Constructors' liability is limited to repair or replacement at it option, and such shall be Customer's sole remedy. Under no circumstances will Arden Engineering Constructors be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Customer's tenants or clients, or any special, indirect or consequential damages.

The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).

Arden Engineering Constructors will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.

Arden Engineering Constructors is not responsible for the removal or disposal of any hazardous materials including but not limited to asbestos or medical waste or any cost associated with these materials unless otherwise noted in this Agreement.

Arden Engineering Constructors shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.

In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.

Arden Engineering Constructors shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.

Only Arden Engineering Constructors' personnel or agent are authorized to perform the work included in the scope of this Agreement. Arden Engineering Constructors may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.

This Agreement and all rights hereunder shall not be assignable unless approved by Arden Engineering Constructors.

In the event of additional freight, labor, or material costs resulting from a Customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at Arden Engineering Constructors' currently established

Arden Engineering Constructors' scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Arden Engineering Constructors encounters such material in performing its work, Arden Engineering Constructors will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.

This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.

This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.

The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement.

Arden Engineering warrants labor on all service installations for thirty days after installation or beneficial use of equipment or service. Warranty on all material provided and / or installed shall equal that as provided by the specific individual equipment manufacturer.

Should the contract be canceled without due cause, the Customer shall pay Arden Engineering Constructors 25% of the total sum price in addition to any previous amount paid.

> 505 Narragansett Park Drive, Pawtucket, Rhode Island 02861 Tel (401) 727-3500 Fax (401) 727-3540 www.ardeneng.com An Equal Opportunity Employer