

MEMORANDUM OF AGREEMENT

By and Between

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And

CITY OF CENTRAL FALLS

This Agreement is between the State of Rhode Island acting by and through its Department of Transportation, (RIDOT or the State) and City of Central Falls (the City) (collectively, referred to as the Parties).

WHEREAS the Parties agree that it is in their mutual interest to establish snow removal and future maintenance responsibility on certain roadways within the City, and, to the extent possible without action by the General Assembly, to allocate liability for accidents which occur on roadways within the City,

WHEREAS the Parties acknowledge that this Agreement excludes sidewalks within the City since the city council is vested with the authority to promulgate ordinances relative to the use, maintenance, care, cleaning and snow and ice removal from sidewalks within the City in accordance with R.I.G.L. §24-7-1(a),

WHEREAS the Parties acknowledge that Sections 32-8 and 32-9 of the City's ordinances direct the owner, occupant or any other person having the care of such building or lot bordering upon any street, highway or public place within the City to remove snow and ice from the sidewalks,

WHEREAS the Parties acknowledge that RIDOT is responsible for annually sweeping all sidewalks on all state highways, causeways, and bridges in accordance with R.I.G.L. §24-5-1(a),

NOW, THEREFORE, the parties agree as follows:

I. Purpose of Agreement

The purpose of this Agreement is to establish responsibility for future maintenance and snow and ice removal on certain roadways located within the City.

Obligations of the Parties

1) In accordance with *Exhibit 1*, attached hereto and incorporated herein by reference, RIDOT and the City agree to accept responsibility for all future maintenance and snow removal, including all costs and expenses of those certain roadways designated to the City and State contained in *Exhibit 1*.

2) In accordance with R.I.G.L. §24-7-1(a), the State's responsibility for future maintenance and snow removal on either state roadways or city roadways shall not extend to sidewalks. The maintenance of City sidewalks and removal of snow and ice from City sidewalks is regulated by Section 32 of the City's ordinances.

3) Except as outlined in *Exhibit 1* and any other existing agreements between the City and the State, including but not limited to the agreements listed in Exhibit 2, attached hereto and incorporated herein by reference, the City and the State shall continue to accept responsibility for all future maintenance and snow removal from roadways located within the City in accordance with their past practices pursuant to the classifications contained in R.I.G.L §31-1-23.

4) The maintenance and/or ownership of traffic signals within the City shall not be impacted or affected by the terms of this Agreement.

5) The terms of this Agreement shall have no impact or affect on the functional classifications of the roads within the City.

II. Liability

1) The Parties agree to accept responsibility for the roadways designated to each of them respectively in *Exhibit 1* and shall assume liability for all injury or damage to persons or property associated with the exercise of dominion and control over such respective roadways.

2) (a) The State, its affiliates, agents, members, servants, or employees agree to indemnify and hold the City harmless from any and all claims for damages or loss to property or person, including but not limited to bodily injury or death, that may be caused by any act, or failure to act, of the State with respect to the maintenance and snow removal responsibilities for roadways designated to the State in *Exhibit 1*.

(b) The City, its affiliates, agents, members, servants or employees, agree to indemnify and hold the State harmless from any and all claims for damages or loss to property or person, including but not limited to bodily injury or death, that may be caused by any act, or failure to act, of the City with respect to the maintenance and snow removal responsibilities for roadways designated to the Town in *Exhibit 1*.

(3) Except as outlined in *Exhibit 1* and any other existing agreements between the City and the State, including but not limited to the agreements listed in *Exhibit 2*, the City and the State shall continue to assume liability for all injury or damage to persons or property associated with the exercise of dominion and control over such respective roadways in accordance with their past practices pursuant to the classifications contained in R.I.G.L §31-1-23.

IV. General Terms and Conditions

- 1) This Agreement shall be effective from date of execution and shall continue unless it is terminated by either party, in its sole discretion with thirty days written notice.
- 2) This Agreement constitutes the entire agreement between the parties and may not be modified except in a writing signed by the Parties.
- 3) The Mayor of Central Falls will take all necessary steps to receive authority from the City Council to enter into and execute this Agreement, including but not limited to submission of this Agreement to the City Council for ratification.

Principal Contacts: The principal contacts for this Agreement are as follows:

Elaine Partridge
Director
City of Central Falls
Department of Public Works

Joseph D. Baker, P.E.
Administrator
State of Rhode Island
Rhode Island Department of Transportation
Division of Highway &
Bridge Maintenance

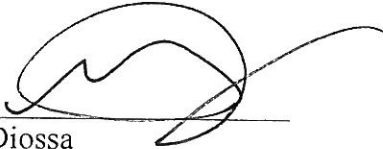
1280 High Street
Central Falls, RI 02863
Phone: (401) 727-7466

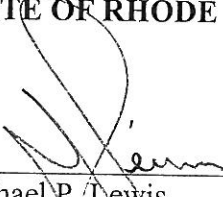
360 Lincoln Avenue
Warwick, RI 02888-3030
Phone: (401) 734-4800

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or representatives on the day and year written below:

CITY OF CENTRAL FALLS

STATE OF RHODE ISLAND

By: 
James Diossa
Mayor


By: 
Michael P. Lewis
Director


Date: Oct 15, 2013

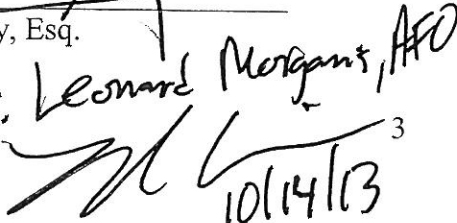
Date: 10/25/13

Approved as to form and correctness:

Approved as to form:


Richard Kirby, Esq.
City Solicitor


Lisa Martinelli, Esq.
Executive Counsel

Reviewed by: 
Leonard Morganti, AFO
10/14/13

State of Rhode Island and Providence Plantations
Department of Transportation

State Responsibility within the City of Central Falls

Highway Name	From	To	Distance (Miles)
Lonsdale Avenue	Cumberland T/L	Dexter Street	0.30
Dexter Street	Lonsdale Avenue	Pawtucket C/L	0.80
Broad Street	Cumberland T/L	Pawtucket C/L	1.10
		Total Linear Miles	2.20

Agreement With Central Falls	Date 6/23/2004	RIC 8350	Street 3R Improvements to Dexter Street	Municipality C.Falls Pawtucket	TOA C&M (Amendment)
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Exhibit 2