

Council adopts insurance resolution

By Dotti Farrington

Town Councilors agreed Monday, by a vote of 3 to 0, to adopt a resolution about the growing non-renewal of insurance for coastal properties. Two members were absent.

The action calls on Governor Donald Carcieri and state legislators to form an appropriate committee and to conduct hearings to determine the scope of insurance changes and to find solutions for affected property owners throughout the state.

The town of Westerly proposed the resolution earlier this month. Councilors here reviewed briefly the reports they have been hearing about non-renewals from several residents. Town Clerk Arlene Petit reported that she is getting increasing number of inquiries about the matter from residents who are upset and confused about the notices they are receiving.

Existing laws

The resolution notes that state laws have long existed to prohibit cancellation or non-renewal of insurance based solely on the geographic location of property. One statute specifies "making or permitting any unfair discrimination between individuals or risks of the

same class and of essentially the same hazards by refusing to issue, refusing to renew, canceling, or limiting the amount of insurance coverage on a property or casualty risk because of the geographic location of the risk."

Exceptions provide that coverage changes can be made "for a business purpose that is not a pretext for unfair discrimination or that are required by law," according to the resolution. No insurance company authorized to do business in this state can cancel or refuse to issue any type of insurance coverage for an owner-occupied dwelling or personal property of every nature and description solely because of the area in which the property is located, the resolution specifies.

Residents have received notices from insurance companies about

policy changes on coastal properties, according to the councilors. The actions include non-renewals, increased rates, increased deductibles and other mitigation such as storm shutters, roof tie downs and reinforced trusses, according to the resolution. The councilors said insurance actions seem to exceed actuarial practices, and are resulting in non-renewal of higher valued properties. They said the practices seem to be affecting properties more distant from the coast, up to ten miles or more, with increased costs and deductibles. One deductible cited was \$20,000 on a \$400,000 property.

Those factors, the councilors said in the resolution, led them to call on state officials for hearings and for relief, and to join Westerly in seeking solutions to the evolving problems.

Neighbors concerned about radiation from antennas

By Dotti Farrington

Three neighbors of the town water towers on Howland Avenue asked the Town Council Monday for help with what they said are potential radiation dangers associated with antennas being installed on the new tower near their homes.

Reenie Rubino, Eileen Tiexiera and Gaeli Greene, all of Howland Avenue, asked for council help.

Councilors directed Town Administrator Bruce Keiser to ask Building Official Fred Brown to look into the situation. Town Solicitor Peter Ruggiero said he would check the status of contracts the town has with the antenna installers.

Rubino asked for an analysis by a radiation expert to determine the total amount of radiation involved with the antennas, as calculated in combination with the impact of reflection factors of the dual metal towers and with other factors such as the metal fencing to be installed.

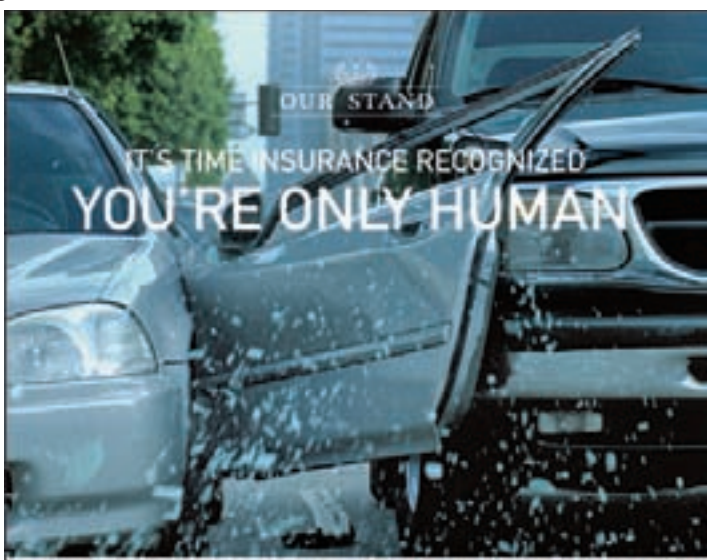
She suggested that the individual radiation factors of each antenna may meet Federal Communication Commission (FCC) standards that apply, but the combined radiation from other antennas and with metal objects needs to be determined. "The only way to know" if any unsafe amount exists "is to measure," she said.

Rubino said there may be no law about the interaction of each antenna with others, or with metal

in the environment, but science suggests there are interrelationships. She said measurements could assure residents that they are safe, or could alert them if some danger exists. Rubino asked for an immediate halt to the antenna installations, pending a study. Keiser said the antennas are being installed via permits already issued and it may be too late to block them. Rubino said, "It would be prudent for us to know if there is any danger." Ruggiero said he would determine what can be done about the permits and contracts if the radiation factors were found to be excessive.

Tiexiera and Greene each reported their problems with lead paint on the original tank tower, and the fact that each of their sons tested high for lead originally but had low or no lead levels now. They said they are concerned now about possible radiation factors. Greene said, "And I don't want to hear that contracts lock us in place." Tiexiera stressed that, "Excessive or reflected radiations don't just affect neighbors or stay in the neighborhood. They bounce all over town."

Tiexiera also reported on newly installed signs at the towers warning of possible radiation dangers. She said no such signs were placed before the new tower was installed this past year. She said the old tower also had no fencing and children played in the immediate vicinity all the time without benefit of notices about possible dangers.



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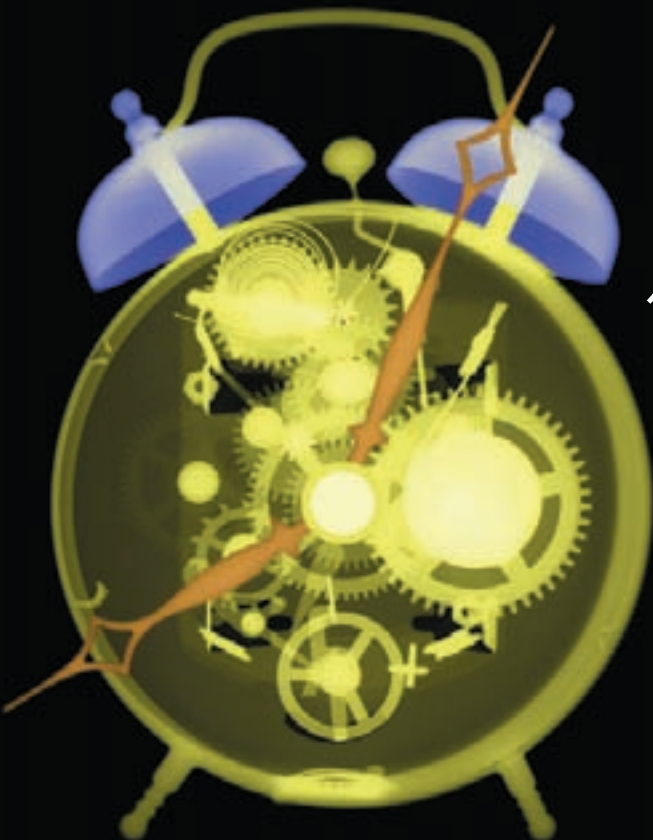


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LEGAL TIP

A houseguest who was injured when a chair collapsed can't sue the chair's manufacturer for breach of implied contract, the Kentucky Supreme Court has ruled in reversing an appellate court.

The plaintiff was injured when the chair he was sitting in at his parents' home collapsed, causing him to fall to the ground. He sued the chair manufacturer for breach of implied warranty.

The manufacturer argued that the plaintiff couldn't sue because he lacked privity of contract. A trial court dismissed the claim, but the appellate court held that the implied warranty claim was valid under the state's consumer protection statute.

The state supreme court disagreed. "[A] seller's warranty protections are only afforded to one with whom there is privity of contract."



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